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.

1. DEFINITIONS

When 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 Programme; "Programme" means any programme, scheme, system or plan made available by the Bank from time to time with respect to the utilisation or the promotion of the Facility or the UOB ATM can Paragraph headings are for ease of reference only:

References to masculine gender include the feminine and neuter gender: and

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

FACILITY

- Subject to this Agreement, the Bank may make available to the Customer a revolving credit facility ("Facility") up to such limit as the Bank may from time to time in its absolute discretion set ("Credit Limi
- The Facility is available on a revolving basis, that is to say, the Customer may from time to time accordance with this Agreement utilise the Eacility, and any amount or amounts so utilised may be repair thereafter the Borrower may make fresh or further utilisations in accordance with the soft and t wer may make fresh or further utilisations in accordance with and subject to the terms and conditions of this Agreement.

IMPLEMENTATION

he Facility can be drawn down only on completion of legal and all other documentation and fulfilment of such conditions 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 remning 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
- 5.2 The debit balance on the UOB CashPlus Account (including, without limitation, sums of principal and inded interest) shall not at any time exceed the Credit Limi
- Interest is payable on credit balances in the UOB CashPlus Account at the Bank's prevailing interest rate 5.3 calculated on such basis as the Bank may deem fit from time to time. If interest is paid, it may be credited n any day of a calendar month
- The Customer shall complete such forms as the Bank may require for making payments into and vithdrawals from the UOB CashPlus Account. The Customer shall ensure that after every payment windrawa's non the OOB datain by Account, the Costomer shall ensure intal earlier every apprent the deposit slip is machine validated or initialised by a responsible Bank Officer with the Bank's stamp before leaving the counter. The Bank reserves the right to alter any incorrect literns stated of deposit slip. Records kept by the Bank shall be final and conclusive as against the Customer, save for
- anifest error The Customer shall not use his UOB CashPlus Account or issue a UOB CashPlus cheque to pay the 5.5 ninimum payment or any other monies owing to the Bank in respect of or in relation to his UOB Cas Account and/or this Agreement.
- The Customer shall not authorise, expressly or impliedly any third party to operate his LIOB CashPlus. Account (by power of attorney or otherwise) save with the Bank's prior consent and unle receives the Customer's written instructions in accordance with its prescribed procedure for such third arty authorisation.
- The Bank may suspend the operation of the Customer's UOB CashPlus Account and/or service if for an reason whatsoever (including without limitation force majeure, industrial action, power failure, compute breakdown) the Bank's customer records accounts or services are not available, or access to such records, accounts or services is hindered

UOB ATM CARD

- 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 comditions as the Bank may from time to time pescribe (including ut not limited to withdrawal limits for withdrawal of funds from the Customer's CashPlus Account e avoidance of doubt, unless other expressly specified by the Bark. Clause 33 of the Bark's Terris an nditions Governing Accounts and Services shall apply and govern the use of the UOB ATM card.
- 6.2 Except as stated above and otherwise as expressly permitted by the Bank in its absolute discretion, the IOB ATM card shall not be used to effect any transactions in or through the ATMs of the Bank or of othe parks or financial or non-financial institutions or FETPOS Terminals or other card operated machines es, to the bank, financial institution or non-financial institution (including without limitation Ne electronic Transfers (Singapore) Private Limited), trader or other party accepting the use of the ATM card and their respective agents or contractors, whether for the payment of any goods and/o ervices or otherwis
- 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:

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- (a) count the number of cheque forms and examine the account number and serial numbers carefully son receipt of a cheque book, and to report to the Bank immediately in writing of any discrepancy
- (b) keep his cheque forms and cheques safely and to inform the Bank immediately in writing should cheque form or cheque be mislaid, lost or stoler
- 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
- 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
- 7.4 The Bank shall be entitled to dishonour 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 list of authorised signatories or not signed in the authorised manner prevailing at the time of
- The Bank may in its absolute discretion honour 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

Unless the Customer declines the service, the Bank may at its absolute discretion render an Autoreque service by sending a new cheque book to the Customer at such times as the Bank believe at a new cheque book may be required. The new cheque book may be sent by ordinary post, or he Customer so requests, by registered post, courier or other mode of delivery, all at the Cust cost and risk (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 in 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: 8.2 amend, modify, vary or withdrawn the terms and conditions of any Programme and or any privilege, benefits or discounts offered or conferred under any Programme
- suspend or terminate any Programme;
- restrict or exclude any Participant from participation or continuing to participate in any Programme; 8.3 Any privilege, benefit or discounts to be obtained from or conferred by any Participant under any mme may be unavailable, suspended or withdrawn by that Participant at any time for any reaso and whether temporarily or otherwise.

CREDIT LIMIT INCREASE

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

INTEREST

et 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 time outstanding under the Facility, at the rate of 17.8% or 20.95% per annum, or such rate as may be prescribed by the Bank from time to time. ("prevailing interest rate in of source at the second sec Bank. Notwithstanding any change in the Customer's annual income, the applicable interest rate sha emain unchange

DEFAULT INTEREST

e Customer shall pay to the Bank interest at the rate of 23,95% p.a. 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 Bank from time to time until the date of payment, if no minimum payment is received.

PAYMENTS

- Notwithstanding anything to the contrary, express or implied, in this Agreement, all outstanding amounts 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 pay the Bank on or before the date specified in the monthly statement ("due date") a ment of an amount of not less than the following:
- \$30 00/- or
- 3% of the outstanding amounts ("minimum payment"), whichever is higher.
- Without prejudice to the generality of Clause 12.2, the Customer is not required to make any payment the Bank until the outstanding amount shown in the monthly statement is equivalent or exceed
- The Customer shall in addition to the default interest stipulated in Clause 11 be liable to pay an over-limit fee of \$40.00/-, or such amount as may be determined by the Bank from time to time
- without notice to the Customer, if the current balance exceeds the Customer's credit limit; and a late charge of \$80.00/-, 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 the due date.
- 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, an withdrawals may be made by the Customer of any or all moneys standing to the credit of his UOB shPlus Account (unless the Bank in its absolute discretion agrees otherwise) until the Bank receives he minimum payment and/or the excess (which is payable under Clause 9) or for such other period as he Bank deems fit in its sole discretion.
- All payments shall be made in Singapore dollars and in the mode prescribed by the Bank from time

ANNUAL FEE AND CHARGES

- he 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 UOB CashPlus Account when due and shall not be refundable. Notwithstanding the termination Facility for whatever reasons, the annual fee remains payable until closure of the Customer's UOB
- The Bank may impose charges or fees of such amount(s) as it may decide from time to time in, inter alia.
- where the Customer requests for additional statements of account;
- where the Customer instructs the Bank to stop payment of cheques or countermands instructions; where cheques are dishonoured for whatever reasons; and
- where any cheque is lost or misplaced, and such amount(s) shall be debited against the Customer's UOB CashPlus Account.

COSTS AND EXPENSES

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

CONCLUSIVENESS

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- The monthly statement may be sent by ordinary post to the Customer by the Bank. No statement will be nt for any period during which the Facility is not utilised. The Customer is under a duty: to check all entries in the monthly statement:
- eport to the Bank within ten (10) days of the date of the monthly statement, any omission, error, inauthorised transactions or inaccurate/incorrect entries therein:
- to sign and return any confirmation slips: and
- to 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 statement within ten (10) days of the date thereof:
- 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; and (ii) to have ratified or confirm each and every one of the transactions represented by the entries set out therein:
- the statement shall be deemed conclusive evidence of the Customer's authorisation to the Bank o effect the 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

16 RIGHT OF DEBIT

Without prejudice to any other rights that the Bank may have, the Bank shall have the right (without being obliged to) at any time without prior notice to debit the Customer's UOB CashPlus Account and/or to de he balance of the Facility (if any) with all accrued interest, outstanding principal amount and interest, fees total de or une raulity (ir any) wint all aCroteo intellesr, oblistanting principia aniouri and interst, rees gregs, the costs and expenses stated in Clause 14 and all other monies due on the Facility provided no h debiting shall be deemed to be a payment of the amount due (except to the extent of any and it in the Customer's UOB CashPlus Account) or a valence of any event of default under this Agreemen 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 I deems fit any breach by the Customer of the same without prejudice to its right any time alteriats to act stirctly in accordance with such terms and conditions or the originally agreed terms in respect of the existing or

REVIEW AND TERMINATION/CLOSURE OF UOB CASHPI US 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 any reason therefor to forward by protote to the Customer reduce or increase the Credit Limit or terminate the Facility or close the UOB ashPlus Account
- The Customer may upon giving the Bank prior written notice to take effect not less than seven (7) to days from the Bank's receipt thereof, cancel the Credit Limit or terminate the Facility or close the UOB
- Upon reduction of the Credit Limit, the Customer shall forthwith repay such outstanding amount so as to bring the outstanding balance within the reduced Gradit Limit.
 Upon termination of the Facility (whether by the Customer or by the Bank):
- if there are no outstanding amounts under the Facility, the Bank's entire obligation with respect to the UOB CashPlus Account shall be discharged, and the Bank may close the UOB CashPlus Account; the Customer shall forthwith destroy all unused cheques:
- all privileges and benefits conferred upon the Customer under the Programme shall forthwith be
- the Customer shall pay the Bank immediately all outstanding amounts under the Facility in full; 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 the use of the UOB ATM card will be terminated.
- Upon 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 by ordinary post to the last known address of the Customer in the Bank's records. No interest shall be paid o d balances in the closed account
- 18.6 If for any reason payments are effected after termination of the Facility or closure of the UOB CashPlus Account, all sums so paid shall be a debt due from the Customer to the Bank and repayable forthwith

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 The Bark shall be entitled (but of bar and bark) at any limite and without house to the Ouskorter to combine, consolidate or merge all or any of his accounts and liabilities with and to the Bark 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 liabilities whether present or future, actual or contingent, primary or collateral, joint or several.
- Where such set-off requires the conversion of one currency into another, such conversion shall be calculate at the Bank's own rate of exchange then prevailing (as conclusively determined by the Bank) on the date of

DISCLOSURE

The Customer bereby 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 purpose

- 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;
- all governmental or quasi-governmental authorities or agencies in Singapore and elsewhere where the any rating agency, business alliance partner, insurer or insurance broker or direct or indirect provider

any emines, adjents or contractors and their respective unicers, servarius or ageints, which rave adjrect to 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, newsletters, reports or other correspondence to the Customer from time to tim

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

any credit companies in connection with credit card enquiries;

for such disclosure from the Customer to the Bank

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

FINANCIAL STATEMENTS AND INFORMATION

perform his obligations under this Agreement.

22 EVENTS OF DEFAULT

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for purpose of providing the said services including but not limited to investigating discrepancies

any actual or potential assignee, novatee, transferee or entity (or agent or adviser of any of them) who has

y banks, financial institutions or credit reference agents, for credit information in respect of the ustomer; (I) any credit bureau of which the Bank is a member and/or any other member of the

credit bureau; (m) the police or any public officer conducting an investigation in connection wit

alloon regulatory autonities; in any jouctal proceedings to which the barlis a party whiler the UOB CashPius Account and/or transactions pertaining to the UOB CashPius Account may be a relevant issue; and (o) any other person to whom the Barlis considers such disclosure to be necessary or expedient, and the utilisation of the Facility by the Customer and as long as the

Facility is not terminated shall be deemed to be conclusive evidence of authorisation and co

The Customer shall supply to the Bank on request all statements, information, materials and explanation relating 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 obtained and based and obtained and an obtained and the realing shall be obtained and based immediately, the Bank shall, in addition to the rights set out herein, be entitled (as equitable charge) to attach the outstanding amounts to any property of the Customer (whether real or personal) and to lodge a caveat against any real property that may now or hereafter be registered in the Customer's name whether singly or jointly, and (iii) the Customer shall provide cash cover for all contingent liabilities and for all notes

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

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

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

if a petition is presented against the Customer for bankruptcy, insanity is declared against the Customer

mitment to the Customer and all outstanding amounts under the Facility shall become due and pavabl

ny offence or any such person(s) as may be referred to by law, regulations, guidelines, directives nd/or regulatory authorities: (n) any judicial proceedings to which the Bank is a party where the

tered into or propose to enter into contractual arrangements with the Bank in relation to the Facility

- of credit protection professional advisers, service providers or independent contractors to, or agents of the Bank, such as
- debt collection agencies or data processing firms; your employer any entities, agents or contractors and their respective officers, servants or agents, which have agreed

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 analogous to any of such events under the laws of any other jurisdiction than

ngapore has occurred. 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 or withdraw the advance or credit;

accelerate repayment or window use ourside or clean; if, in the Bark's option, there is any change in circumstances which would materially and adversely affect the Customer's financial condition or his ability to perform his obligations under this Agreement or any other agreement with the Bark.

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

 (q) 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 nisleading in a material respect.

APPLICATION OF MONIES

If any sum pairs do 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.

SUPPORT CHANNELS

25. INDEMNITY

a Customer may utilise the Facility by such means as they are, or any other modes as may be made e by the Bank ("Support Channels"). In utilising the Facility by any of the Supp ustomer agrees to abide by and be bound by the rules and terms and conditions (as the case may e) governing the relevant Support Channel, as amended and in force from time to time.

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, or terminate any of the Support Channels.

The Customer agrees to indemnify and to hold the Bank and all of the Bank's servants, employees To consider agrees to intermining and a forth hard becaute and and the ball was as wards, employees prespondents, nominees and agents hardness from and against all losses, claims, actions roceedings, demands, damages, costs and expenses (including, without limitation, legal costs or in idemnity basis, taxes or other levies, interest and service charges) unless arising solely from the ank's gross negligence or wilful default, which the Bank may incur or sustain from or by reason of: the Bank acting or carrying out any instructions purportedly given to the Bank pursuant to these

(b) the Bank using any system or means of transmission, communication, transportation or therwise in carrying out such instructions (including, without limitation, by reason of loss, delay, nisunderstanding, mistakes, distortions or duplications);

(c) the Bank's provision of its services to the Customer (including, without limitation, the ansactions contemplated hereunder and in connection with all or any matters or transactions respect of the Facility;

(d) any change in any existing law regulation or official directive relative to the Facility or any of these

(e) the Bank acting hereunder prior to its receipt of written notice of the termination or revocation of hese terms and conditions by operation of the law as to the Customer the Bank enforcing or attempting to enforce any rights it may have against the Customer pursuant

to these terms and conditions: (g) any breach by the Customer of any of these terms and conditions or such other terms and onditions as are applicable to the services provided or to be provided by the Bank to the Customer or transactions between the Bank and the Customer:

use conversion of one currency into another, and any such loss, cost or charge may be debited by the conversion of one currency into another, and any such loss, cost or charge may be debited by he Bank to any account of the Customer with the UOB Group Bank, including the UOB cash the cocount 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 in accordance with its usual practice

ORAL/TELEFAX INSTRUCTIONS

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

(a) which may from time to time be, or purport to be, given orally, whether by telephone or otherwise ach an "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 "telefacsimile instruction"), without any 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 authentic eof, regardless of the circumstances prevailing at the time of such instruction or the natur of the transaction and notwithstanding any error, misunderstanding, fraud or lack of clarity in th not a such instructions, and whether or not such oral instruction or telefacsimile instruction wa nade 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 26 above including without limitation on any oral instruction of a person who is not the Customer or th authorised signatory, or any telefacsimile instruction transmitted as afore said upon which one or more of e 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 oral instruction or, as the case may be, a copy of any telefacsimile instruction, shall be conclusive and bindin vidence of such oral instruction or telefacsimile instruction, as the case may be, provided always that the ank shall not be obliged to cause any of its officers or such officers of such offices or affiliated companies in which may note of any oral instructions and the failure to make any such once shall not in any way affect the authorisation herein contained or prejudice the rights of the Bank in this Agreement.

26.4 Without limitation to the generality of Clause 25, the Customer undertakes to indemnify the Bank and without infinitiation to the generating to clause 25, the customer undertakes to integrite markes to 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 26).

respect of the application of the terms in this Clause 26 to the mandate with regard to any account 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 uch 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 The Culstomer shall hollfy the bark intrinediately in writing of any craftige of variation may say many or 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 facisimile or other contact numbers. The Bark shall be entitled to a reasonable period of time (of not less than the contact numbers. The Bark shall be entitled to a reasonable period of time (of not less than the state of the contact numbers. The Bark shall be entitled to a reasonable period of time (of not less than the state of the stat seven (7) business days from receipt) to process such notification of change.

EXCLUSION OF LIABILITY

COMMUNICATION

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Without prejudice to the generality of the other terms and conditions herein, the Bank shall not be whatsoever through no fault of the Bank, including without limitation the following: alteration of instructions and/or forgery of the Customer's or any authorised signatory's signature

any computer or system virus interference, sabotage or any other cause whatsoever which may interfere 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 the Bank's service; and any loss of destruction to or error in the Bank's records, howsoever caused

The Bank shall not be responsible for the goods and services covered by any Programme or the deliven quality or performance thereof or the privileges, benefits, discounts or programmes of any Participan whether or not made available or introduced to the Customer by the Bank or under any Programme e liability of the Customer owing to the Bank is not affected by any dispute or counterclaim or right o

The leading of the Customer away 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 any goods or 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. 29 SEVERABILITY

If at any time any one or more of the terms and conditions set out herein is or becomes invalid, unlawful of inenforceable in any respect under any applicable law, neither the validity, legality or enforceability of the ed 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 there or the interpretation or administration or application threed, it shall become (or it shall appear to 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 herein, the Bank shall threeupon 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/o bilgations to such person or persons as the Bank shall in its abyout of norman. Any such assignee of transferee 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:

- 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 of agree that the bark may serve any write summons, statement of barn or other regar process 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 Po ice Box or is a place of residence or business) as may be provided to the Bank or its solicitors. Suc legal process or document is deemed to have been duly served on the Customer
- on the date of delivery, if sent by hand; and on 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 manner 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 gover sank, the Customer agrees to be bound by these conditions, inese conditions shall apply to and gover 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 a 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 Bank may stipulate from time to time.
- Denosits may be placed with the Bank by such mode or manner as the Bank may prescribe from time to Deposits that deplaced with the bank by such mode or manner as the bank may prescribe inorm time to the 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 financial 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).
- osit 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 re not evidence of receipt of cheques, drafts or postal money orders or of the amounts thereof, as stated i e deposit slips. The Bank reserves the right to alter any incorrect items stated on the deposit slip whethe
- The Bank may (but is not obliged to) give immediate credit for cheques (including marked cheques), drafts and all other instruments deposited into the Account; Provided Javays 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 amount 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
- All cheques deposited are received by the Bank solely as agent for collection, and the Bank assumes no a subject separate separate are received up are bank oblety as again introduction, and are bank assumed no responsibility on 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 default, neglect or insolveno of any comespondent the cheques are cleared/collected, or any tarkes, or any default, neglect or insolveno of any correspondent. or paying bank or financial institution or any agent or sub-agent, or any cause(s) beyond the Bank's contro or otherwise. Disbonoured cheques may be returned by post to the Customer at his risk and expense
- The Bank reserves the right to debit any credited amount from the Account even after the Bank receive 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 witho mitation the ground that the cheque, draft, money order, telegraphic transfer or other payment Instruction. instrument was void, invalid or fraudulently issued, or in any other circumstances whatsoever resulting in t amount of such cheque, draft, money order, telegraphic transfer or other payment Instruction or instrume or any part thereof being subject to an actual or potential claim for repayment or refund by any party.
- 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.
- Deposits may not be transferred, assigned, pledged, charged or otherwise encumbered or given by way of security to any party except in favour of the Bank or with the Bank's prior written consent.
- The Bank shall pay interest on credit balances on an Account only where the Bank has expressly acreed to The bark shall play interess of credit balances of an Account only where the bark has expressly agreed to do so, at such rate and calculated on such basis as the Bark may decide from time to time, provided the daily balance does not fall below such minimum balance as the Bark may require from time to time to be mantained 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

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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, upor notice to the Customer. Cheques drawn on the Bank shall be on the forms approved by the Bank and registered for each Account. The Bank may in its absolute discretion refuse to honour drawings made on other forms or forms not registered for that Account

- 3.2 Withdrawals from each Account may be made only upon receipt by the Bank of withdrawal Instructions alistactory to it, and the Customer shall be liable for all such instructions irrespective of whether the elevant Account is in credit or otherwise, provided that in the absence of any express agreement to e contrary the Bank is not bound to honour any withdrawal Instruction if there are insufficient funds in the Account
- Any action taken by the Bank on the basis of any Instruction, including:
- (a) a cheque or other financial instrument or a withdrawal or appropriate form bearing signature(s) which on the face of it appear to be similar to that of the Customer or an Authorised Person, other form of authorisation of the Customer which on the face of it appears to conform with the
- authorisation registered with the Bank. (c) any person who produces the passbook in respect of any Account together with Instructions urportedly signed by the Customer or an Authorised Person, and/c
- (d) the use of an ATM card.

shall 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 e ATM card may have been used without authority

- Without prejudice to Clause 3.3, the Bank may refuse to act on any Instruction unless the Customer or the Authorised Person produces his identity card, passport or other evidence of identity satisfactory to the Bank.
- No withdrawals in cash may be made by the Customer of any or all monies standing to the credit of any Account (denominated in any currency), otherwise than in Singapore Dollars, t absolute discretion agree otherwise and subject to availability of the relevant curre payment of such fees or commission as the Bank may require and such notice as prescribed by the Bai from time to time being received by the Bank. Withdrawal in a currency other than Singapore Dolla shall, unless the Bank otherwise agrees, only be payable by means of cable payments or by telegraphic or electronic transfer to, or by issuing drafts, on a bank, selected by the Bank.
- 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 areas otherwis
- In the event that the Bank receives Instructions for several payments or other transactions which in In the event that would excertise instructions to serve a pyrimetic or other transactions which in the aggregate would excert the amount of the result balance on an Account or any authorised limit in respect thereof it shall be entitled at its absolute discretion to select which transaction or transactions shall be excerted, without reference to the date of despito to the instructions.
- 3.8 Monies in the Account may be payable at the Bank's branch in Singapore where the Account is maintained or such other branch in Singapore as the Bank may in its absolute discretion permit.
- The Bank may mark cheques as "good for payment" to another bank, in which case, the 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 ier to the drawee bank for marking.
- 3.10 Without prejudice to Clause 25.1, the Bank shall not be liable for paying on counterfeit, mutilated, winnout prejouter to Clause 201, the bains shall not be liable to paying of countering, intrataeto, attered and/or forged chaques whether due to the use of erasable link, pens or typewriters or any other equipment with built-in erasure features or otherwise or by the use of cheque writers or franking machines or where the counterfeit, atterations and/or forgery cannot be easily detected or otherwise where the Customer 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
- 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;
- the form or content of such Instruction is not in accordance with the requirements or policies or practices as prescribed by the Bank from time to time; and
- the Instruction is not in accordance with the mandate(s) for the time being in effect in respect of (d) the operation of such Account, and the Bank shall not be liable to the Customer as a result of
- Notwithstanding and without prejudice to Clause 4.1, the Bank may act upon any Instruction which the 12 Notwinistanding and without prepared = 4, the Baink may act update any instruction without include 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 Authorised Person to the Bank, or any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such Instructions.
- e Customer acknowledges that the Bank may implement whatever security procedures and features t 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 to e foregoing, the Bank may require confirmation of any Instruction from the Customer or the Authoris 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. The 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, regardless of whether or not the Bank has received such notification of change
- The Bank may in its absolute discretion honour any cheque or other instrument, or act on any Instr signed by the Customer or an Authorised Person but presented after his death, regardless of whether or ot the Bank has received notice of his death.
- 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 signature stamps in drawing cheques, or other forms of withdrawals, or in communications with the ank without first notifving the Bank and entering into such arrangements as the Bank may requir balls whitout linst nounying the balls and effering into such analgements as the balls the The Bank may (but is not obliged to) verify a facsimal esignature stamp against the specimen signature stamp of the Customer. Where the Customer or the Customer's staff in the case of a Customer, makes use of facsimile signature stamps in drawing cheques, or other forms of will or in any form of communication in breach of these Conditions; (i) the Bank reserves the right to refuse to ay such cheques and/or to disregard such request for withdrawal or other communication with pay such cheques and/or to disregard such request for windraward or uner communication windrour profe-notice to the 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 winch is not easily identifiable as such. "Facsimile signature" includes any facsimile signature impressed using a rubber stamp or other instrument.
- ner 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 to have received or have notice of any countermand from the Customer until the Bank communicates to the 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 or

REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS The Customer hereby represents, warrants and undertakes that

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- the Customer has full capacity and authority to accept and agree to these Conditions, to open anintain and/or continue to maintain all Account(s) from time to time opened and/or maintained and/or continued to be 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 all adultities alongs, consents, incenses of applycousis (where a not any applicable laws of otherwise) required 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 be maintained with the Bank, and to give the Bank any Instructions that may be given from time to the time have been obtained and would be maintained in full force and effect; and

- (c) except for any security or encumbrance created in favour of the Bank, no person other or other rights over any Account and/or over any cash or assets held by the Bank for the ustomer without the prior written consent of the Bank
- 5.2 The representations, warranties and undertakings in this Clause 5 shall be deemed repeated whenever any instructions, warranties and undertakings in this Clause 5 shall be deemed repeated and any cash, asset or instrument is deposited or received by the Bank for the Customer or any Service utilised
- CLOSURE/CONVERSION OF ACCOUNT AND TERMINATION OF SERVICE Unless otherwise provided herein, the Bank may at any time in its absolute discretion and without
- ng any reason therefor
- close the Account: and/or

e liable to anyone.

or product(s).

LINKING OF ACCOUNTS

sustomer in the manner set out in Clause 23.2

vailable through or under the Account and/or Service.

JOINT ACCOUNTS/CORPORATE ACCOUNTS

written mandate subject to the following:

the operation of the Account;

becomes aware of any dispute; or

(c) In the event that the Bank:

refusing to act

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- terminate, withdraw or revoke any Service, in whole or in part, without prior notice and the Customer shall not hold the Bank responsible for any loss or damage suffered thereby. y payment outgation by the Bank to the Customer after closure of the Account shall be deemed of and sufficiently discharged in cash, draft or cashier's order or in such other manner as the nk deems fit. 6.2 Any payment obligation by the Bank to the Customer after closure of the Account shall be deemed
- The Bank may discharge its liability to the Customer for any money or credit balance in the closed Account by returning the monies to the Customer in such mode and manner as the Bank deems fit, which includes sending a cheque or draft by ordinary post to the last known address of the stomer in the Bank's record. When all deposits in the Account have been withdrawn, or when a service charge debit to the Account results in a "nil" or negative balance, the Bank may close the int without notice to the Customer
- The Customer's obligation to pay all fees, costs, charges, expenses and amounts accrued up to the date of closure of the Account or termination or revocation of the Service shall survive the ination of these Conditions
- Upon closure of the Account or termination or revocation of the Service, the Customer shall nediately return all property belonging to the Bank (including without limitation unused cheque n(s), passbook(s) and ATM card(s) to the Bank.
- If for any reason payments are effected after closure of the Account, all sums so paid shall be a debt due from the Customer to the Bank and repayable forthwith Interest will not accrue on any Account unless the Bank specifically agrees, or on any unclaimed balance on a closed or dormant Account.
- he Bank reserves the right at any time to convert one type of Account into another for any reason whatsoever without notice including but not limited to closing any Account(s) at the Bank's branch in Singapore and transferring the same to any other branch of the Bank in Singapore or abroad AVAILABILITY AND VARIATION OF ACCOUNTS AND/OR SERVICES

unt and/or Service will be available during the times specified by the Bank from time to ED that nothing herein shall be considered or be deemed as a warranty by the Bank that such Account and/or Service will be available (whether uninterrupted or available at Dain that such specified times. Notwithstanding any representation to the contrary, the Bank shall at any time, in its discretion and without prior notice, be entitled to temporarily suspend the operations of any Account and/or Service for updating, maintenance and upgrading purposes, or any other purposes whatsoever that the Bank deems fit and in such event, the Bank shall not

he Bank may without notice and without giving any reason and without incurring any liability, limi cancel or suspend the operation or use of any Account and/or Service (including ATM services) n whole or in part for any reason whatsoever (including without limitation force majeure, industrial action, power failure, computer breakdown), or if the Bank's Customer records. Accounts or Services are not available or access to such records, Accounts or Services is hindered. The Bank may, but shall not be obliged to, give notice of such limitation, cancellation or suspension to the

Unless otherwise provided herein, the Bank may from time to time without prior notice set or vary the frequency or manner of use of any Account and/or Service including without limitation he transaction types, withdrawal or transaction limits, services, features, products and facilities

he Bank may make available new, additional or enhanced transaction type(s), service(s) and/or product(s) through or under any of the existing Account and/or Services at any time. By utilising such new, additional or enhanced transaction type(s), service(s) and/or product(s) as and when transaction type(s), service(s) and/or product(s) become available, the Customer shall be to the terms and conditions in force governing such new transaction type(s), service(s) and

If the Customer has more than one Account with the Bank, the Bank may at its discretion link such counts that are specified by the Bank to be eligible to be linked for the purposes of utilisation of ne full range of Services and/or the statement of account to be issued in a consolidated format ing transactions for such Accounts as the Bank may deem appropriate.

Without prejudice to Clause 8.1 above: (i) (in the calm may clause with single signing authority may be linked, and (i) no joint accounts with single signing authority shall be linked SVME THAT the Bank may allow tinks to be creatiled to or transverted into such joint accounts by way of the Services as instructed. The Bank shall be entitled to refuse to accept or act on any Instructions whatsoever in respect of linked joint accounts with joint signing authority (including but not limited to any Instructions to withdraw or ansfer funds out of such Accounts) and shall not be under any liability whatsoever for so refusing

The Customers of a joint account agree to be jointly and severally bound by these Conditions and to be jointly and severally liable for all liabilities incurred on or debit balances in the Account Instructions given and transactions effected by or through the use of any Service or otherwise. In relation to joint accounts or business, club or corporation (whether local or foreign) accounts

ta account (s) where the Customer is a sole proprietorship, partnership or other busines ty, a corporation or an association, club or society) the Bank shall act in accordance with it

Where the Customer does not specify the signing requirement on any Account, a single signature of any one of the joint account holders or an Authorised Person shall suffice for

Unless specifically provided for in these Conditions, the Bank shall be entitled to act on the Person. Without prejudice to the generality of the foregoing and for the avoidance of doubt, the Bank shall be entitled to act on the countermand or stop payment Instructions and/or he paint shall connection with change of mailing address, which it receives from any one of he joint account holders or an Authorised Person; and

receives ambiguous or conflicting Instructions in connection with the Account; receives Instructions in connection with the closure of such Account(s);

in any other circumstances as the Bank may deem appropriate, the Bank shall be entitled to decline 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 hk has so acted, the Bank is entitled to retract any action that the Bank has take to that the Account(s) are put in the original position they were in before the Bank pok 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



- 9.3 The Bank is authorised to credit joint accounts with funds belonging or purporting to belong to any on The Bank is autorised to deal join account with funds beionging or purporting to being any one or more joint account holders). Upon the termination of a joint account, the Bank shall have the right to apply any amount remaining in the joint account towards discharging any debt incurred in the joint account whether or not due. The Bank shall have the right to refund such amount or any balance thereof ter such application by drawing a bank cheque in favour of all the joint account holders (regardless of ntity 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 trust of secutors' accounts), the amount standing to the credit of the joint account shall be held for the benef exections accounts, the amount standing to the deal of the form account mandate provided that this is and to the order of the survivors() (regardless of the terms of the Account mandate) provided that this is subject to the rights of the Bank in respect of such funds arising out of any lien, charge, piedeg, est-of or any other encumbrance or any claim or counterclaim actual or contingent or otherwise, as well as take such steps it deems desirable (including making payment(s) into a court of competent jurisdictio take souri steps in deems desirable (including) making paymentis) india court on completein justication in in relation to the credit balance. Any payment made by the Bank to such survivors() or to a court of completent jurisdiction shall constitute complete discharge of the Bank's obligations binding on all the account holders and their personal representatives and successors.
- Where the Account mandate provides for operation of the Account(s) by the single signature of any one of Where the records in that care provides for Operators in the Record rules (or a set and lessing latabelong or the or 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 otherwise mentally disabled as evidenced by such documents satisfactory to the Bank, or in the case of one of the set of the Case of the case of one of the Case of the case of one of the Case 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 indication, are been standed to these of society of the society of the society of the recount of the society of or Authorised Person(s) and the trustee in bankruptcy, liquidator or legal representative of the bankru insane or mentally disabled joint account holder or Authorised Person (as the case may be) regard ownership of the funds in the Account(s). For the purpose of this Clause 9.5, the Bank shall have the basolute discretion to verify and determine by any means it deems appropriate whether any person i under any mental disability and such determination shall be conclusive and binding on the Customer.
- 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 operated or closed only by the joint signatures of the trustee in bankruptcy of the bankrupt joint account holder and the other joint

10 PROVISIONS FOR FIRMS

- 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 Bank may, in the absence of written notice to the contrary, treat the remaining/new partner(s)/new sole retor as having full power to carry on the business of the firm and to deal with the Account as if ther been no change in the firm's constitution.
- 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 thrid parry, the Bank may account dheques and other ctions 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

OVERDRAFTS

- In the absence of prior arrangement and approval, the Customer shall not at any time cause the Account to be overfrawn. A charge will be levied on each cheque returned, or GIRO/standing rejected due to insufficient funds. The Bank may without prior notice close the Accou standing order payments continue to be returned/rejected due to insufficient funds. If the Accour 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 i iccrue as well after as before judgment All amounts overdrawn, charges and interests payable shall be
- 12.2 The Customer shall not use or attempt to use any Service for payments or transfers or withdrawals pless there are sufficient available funds in the Account
- ACCOUNT STATEMENTS/PASSBOOK ENTRIES/CONFIRMATION ADVICES AND VERIFICATIONS
- tatements of account or confirmation advices may be sent by the Bank to the Customer by ordinary ost at monthly intervals or such other intervals as the Bank may from time to time determine. If there 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 the 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; to report promptly to the Bank any inequalities, discrepancies, inaccurate/incorrect omission, incorrect entries, error, or unauthorised transactions or inaccuracies in the contents or entries therein;
- to sign and return any confirmation slips, including those for auditing purposes; and
- 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:-
- Unit safetiment, commination advice or entry in it ways 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 (in) to have ratified or confirmed each and every one of the ons represented by the entries set out therei
- the statement, advice or entry, as the case may be, shall as against the Customer be deemed usive evidence of the Customer's authorisation to the Bank to effect the transaction(s)/entries set out therein: and
- the Customer shall have no claim against the Bank howsoever arising from, in connection with or as a result of any transaction/entry referred to therein.
- 13.5 The Bank has the right to adjust the Account to correct any erroneous entry or omission. The Bank may at any time rectify errors or omissions in any statement or advice or passbook aubiject to Clause 13.4 above, any statement or advice or passbook and on the Customer. The and has the right to reverse any entry, demand refund and/or debit any Account of the Customer with e Bank for any overpayment into the Account(s) arising from such errors or omission
- 13.6 When the number of transactions which are not entered or posted in the passbook reach a certa number (to be determined by the Bank from time to time), the transactions may be consolidated an only the aggregate credit and debit amounts shall be printed in the passbook when it is updated. A interment listing the unposted transactions may be made available to the Customer within a reasonable ime upon payment of the requisite fee.
- 13.7 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 binding against the Customer for all purposes unless there are obvious errors.

14. CUSTOMER'S DUTY

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- he Customer is under a duty, in respect of:-
- Accounts for which cheque books and/or ATM cards are issued:
- to immediately notify the Bank if any ATM card, cheque or cheque book is mislaid, lost or stolen, to take all reasonable steps to help recover the use of any lost or stolen ATM care cheque or cheque book, to provide the Bank with any information and/or documentation

may require from time to time relating to the use of the ATM card, cheque or cheque book and cooperate with the Bank in any investigation or litigation arising from or in connection with e use of the ATM card, cheque or cheque book;

- (ii) to take all reasonable care and precaution to prevent loss or theft of any ATM card, cheque or
- to immediately notify the Bank in writing if the Customer does not receive his cheque book(s) hich the Customer has requested to be despatched to him) within two (2) weeks from the te of such request
- (iv) not to draw cheques, keep cheque books or operate the Account in a manner which may In the aim of leaders, keep of experiences toors of operate the including in a mainteen which may addite a faculture attentions or forgery or allowing anyone else to use the ATM card, and should, among other precautions, comply with the terms and conditions on the cheque book cover and in the agreements for Services provided by the Bank; and
- (v) not to use or try to use the ATM card after the Account has been closed or after the Bank has not to use of us to be the Bank has cancelled or withdrawn the use of the ATM card any notified the Customer that the Bank has cancelled or withdrawn the use of the ATM card any to repay on demand any such sums so paid and interest on such sum. Failure to do so is at th stomer'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 if 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 it being lost, stolen or mislaid; and to present the passbook for updating from time to time
- 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

- The Customer shall keep and shall procure that each Authorised Person shall keep confidential all Pre-Soutifier State and a state produce trait each Advised Ferson shark keep continuential and Password(s), Login-ID(s), PN, 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 1 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): not disclosing them or causing them to be disclosed to anyone.
- 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 memorising the Password(s). Login-ID(s), PIN, CIN and codes and not writing them down; and
- 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 se of the Accounts) and/or Service(s
- The Customer shall remain liable for all liabilities incurred pursuant to Instructions received by the Bank (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 necessary teps in accordance with its prevailing practice to prevent any Instruction from being effected through the se of the Password(s), Login-ID(s), PIN, CIN and codes.
- When the Bank is notified by the Customer that the Password, Login-ID, PIN, CIN or other code is lost or when the bank is notified by the Customer that the Password, Jobin FL, Firlk, Artik of Diret Oube is Used to may have become made known to another person, the Bank shall be entitled to suspend/terminate the Sustomer'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, ON and code. The Customer and/or the Authorised is the Authorised Person's Password, Login ID, PIN, ON and code. The Customer and/or the Authorised is the Authorised Person's Password. Login D, PIN, ON and code. The Customer and/or the Authorised is the Authorised Person's Password. Login D, PIN, ON and code. The Customer and/or the Authorised is the Authorised Person's Password. Login Password. Password Password Password Password Person's Password. Password Passw erson may be issued with a fresh Password. I goin-ID. PIN. CIN or code at the Bank's discretion reserves the right to issue any combination of letters and/or numerals for the Password(s),
- The Bank shall at its discretion be entitled to deactivate or revoke the use of such Password(s). Login-ID(s)
- I codes at any time without assigning any reason and without prior notice to the Customer and or the Authorised Person

DISCLOSURE

- he 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 relating to on user capacity of onlice rare relations to the starks resolution, consistent and other relating relating the the Customer or the Account, disclosing any and all information whatsever (including personal data) relating 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, narketing, promotional and/or cross-selling purposes):
- 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;-
- 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 Bank where such services or operational functions have been outsourced.
- to the police or any public officer conducting an investigation:
- to credit card companies and financial institutions in connection with credit card enquiries;
- o 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
- erence agents (only for credit information on the Customer and/or any Authorised Pe in any judicial proceedings to which the Bank is a party where the Account and/or transaction(s)
- ning to the Account may be a relevant issue
- to the Bank's agents for the purpose of printing personalised cheques, statements, advices, correspondence or any other documents; and
- Consequences of the analystic and any user accountents, and in respect of transactions effected or processed with or without the Customer's authority in or through the ATMs of other banks or financial or non-financial institutions or EFTPOST Terminals or other card operated 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 contractor
- 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 money or other relevant inclulars of the Account to any surety or other person who has undertaken liability or provided security for the count or the Customer, and/or any other person to whom the Bank views it as necessary to provide such information in the course of the Bank's preservation and/or enforcement of such security

BANK'S AGENTS

The Bank may use the services of any bank or agent in any location it deems advisable in connection with The bain ring use in services of any bains of agent in any location in been statusable in contraction with any collection for or other bank shall not, in any circumstances, be responsible or liable to the the agent of the Customer and the Bank shall not, in any circumstances, be responsible or liable to the Customer 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 incurred by the Bank will be for the Account.

CHARGES AND RIGHT OF DEBIT

- The Bank may impose such service charge, fee, commission and/or discount at its prevailing prescribed The balan hing in page sources to bagge reaction in the source of the source of the source of the source provided by the Bark and on all Accounts including domant. Accounts where the credit balance tails below the minimum balance stipulated from time to time by the Bark for such Accounts and on Accounts closed within six (6) months of opening or such other period as the Bark may
- 18.2 All bank charges, commission, administrative charges, interest and fees of any nature (including without limitation any postage, telecommunication, cheque-related charges), that may be leved by the Bank, any banks, financial institutions, non-financial institutions, agents or contracts in connection with any transaction or Instruction on the Account, performance of any obligation or provision of any Service, shall he home by the Customer

- 18.3 The Bank shall be entitled to impose administrative charges and be reimbursed costs and expenses ulding legal costs) for handling Garnishee Orders, Injunctions or other court orders or proceedings ting to any Account or money therein.
- The Customer agrees to be responsible for all charges incurred in accessing the Account through or ise using any of the Services (including but not limited to any telephone charges and internet servic
- Any navent by the Customer under these Conditions shall be made free and clear of and without any Any payment by the Customer unber these conducts shall be made nee and clear of and window any deduction or withholding in respect of any tax or levy. If the Customer is required by any applicable law to 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
- The development of such document of water and and experiment in expension shall include any tax of a similar and the that any goods and services tax ("GST", which expression shall include any tax of a 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 relating hereto. If the Bark is required by law to collect and make payment in respect of such GST, the Customer agrees to the Bark is required by law to collect and make payment in respect of such GST. The Customer agrees to the Bark is required by law to collect and make payment in respect of such GST. demnify the Bank against 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 expenses suffered or incurred by the ank as a result of the Bank having to take any action whatsoever to safeguard its position hereund terest is calculated on such basis, as the Bank may determine and shall be added to the sur owing to the Bank and shall bear interest accordingly until all sums owing to the Bank and interest eon are paid in ful
- 18.8 The Qustomer 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 exchange rate movements
- omer 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.

19 BANK'S SECURITY RIGHTS

The Customer agrees that when the Bank accents or incurs any liability at the request of the Customer or usionner agrees inal when ne bank accepts or nicors any iaoniny at me request on ine Cusionner, or the Account is overdrawn, or when any interest, service charge, tax or other sum ("fcharge") is olue ayable to the Bank, any deposits, funds, documents, instruments, chattels, bonds, debentures, shares er securities, and any other valuables held by the Bank in the name of, or on behalf of, the Customer er securities, and any other valuables held by the Bank in the name of, or on behalf or, the Customer when the Accourt einafter called "Collateral") including Collateral in safe custody, shall automatically be pledged and/o charged to and constitute continuing security to the Bank for discharge of such liability and repayment f such overlraft The Bank shall have the right to retain such Collateral (even if this ner buring 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 be obliged) at any time without notice, to combine or consolidate all or any Account(s) of the Customer or of conject) at any time without notice, to continue of consolicate all or any Accounting of time customer or on any one or more of the account holders of the Customer whether singly or jointly or jointly with any other person(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 noti, in any one or more such Accounts wheresoever ituate including those in overseas branches, against any liabilities of the Customer or of any one or more of ount holders on any Account or in any respect whatsoever under whatever style, name or form, whethe uch 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 any Collateral (a or non-paynient or any outer deut, domgation or italianty on the custoffer to the earis, to set any collaterat gas 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 nupaid, 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

- The Customer agrees to indemnify the Bank and all of the Bank's servants, employees, nominees, directors I agents for all losses, costs, damages, embarrassment, claims and expenses, including legal fees and ts (on an indemnity basis), howsoever suffered or incurred by the Bank including, without limitation:-(a) the Bank acting or carrying out any Instructions purportedly given to the Bank pursuant to these
- ditions whether or not such Instructions are unauthorised, inaccurate or incomple (b) in the provision of any Service by the Bank to the Customer and the performance of its functions as In the provision of the Customer including (but not limited to as collecting or paying barker for the Customer including (but not limited to as collecting or paying barker 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 or the collection or payment of any cheque, bill, note, draft, dividend warrant or other instrument or the collection or payment of any cheque, bill, note, draft, dividend warrant or other instrument or the collection or payment of any cheque, bill, note, draft, dividend warrant or other instrument or the collection or payment of any cheque, bill, note, draft, dividend warrant or other instrument or the collection or payment of any cheque, bill, note, draft, dividend warrant or the instrument of the collection or payment of any cheque, bill, note, draft, dividend warrant or other instrument of the collection or payment of any cheque, bill, note, draft, dividend warrant or the instrument of the collection or payment of any cheque, bill, note, draft, dividend warrant or other instrument of the collection or payment of any cheque, bill, note, draft, dividend warrant or the instrument of the collection or payment of any cheque, bill, note, draft, dividend warrant or the instrument of the collection or payment of any cheque, bill, note, draft, dividend warrant or the instrument of the collection or payment of any cheque, bill, note, draft, dividend warrant or the instrument of the collection or payment of any cheque, bill, note, draft, dividend warrant or the instrument of the collection or payment of any cheque, bill, note, draft, dividend warrant or the instrument of the collection or payment of any cheque, bill, note, draft, dividend warrant or the instrument of the collection or payment of any cheque, bill instrument presented for collection or payment:
- 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-in connection with any action taken by any party against the Customer or any Account(s) for any son whatsoever including but not limited to any unlawful, fraudulent, negligent or unauthorised use of the Account(s) and/or any Services:
- 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:
- as a result of the use of any of the Services:

arising out of or in connection with these Conditions (including without limitation Clause 22). he Customer agrees that any conversion from one currency into another for whatever reason, including without limitation the following

- onversion of any amount in any Account standing to the credit of the Customer or any amount due stression bit any amount is any house its any for the creating to the creation the origination of any amount over 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 on the Customer to the Bank's reflection y set-the Bank's rights under these Conditions or under any Service or Account (including to effect any set-the Bank's rights under these Conditions or under any Service or Account (including to deficient any setoff or consolidation by the Bank of Accounts); or
- conversion of the balance in any Account or any part thereof (and if the Bank so chooses, together conversion or the balance in any Account of any pair thereor indo in the Bank so Chobests, together with the interest accrued on the amounts ocrwerted into any other currency selected by the Bank and the time such balance or part thereof becomes due and payable by the Bank and to repay the same such other currency in full and complete discharge of the Bank's obligations with respect thereto, or
- conversion of any sum received by the Bank (whether for credit into any Account or in payment o conversion or any sum level to be bank (when the tot could inite any account or in payment of any sum due to the Bank) in any currency in the facturency of the Account or the currency in which payment 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 grees that all losses, costs and risks resulting from such a conversion of one currency into another
- shall be home by the Customer The Bank reserves the right to reserve such sums in the Account(s) (including Accounts held jointly by the Oustomer 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.

ORAL/TELEFAX INSTRUCTIONS

1

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

COMMUNICATION

which may from time to time be, or purport to be, given orally, whether by telephone or otherwise

which may from time to time be transmitted to the Bank by telefax or similar means and contains Which may horn may horn the of time of times in the derived to the bain to the derived to the time in the ans at a cost teams the facisities signature of the deriverse direction and the derived team of the signature of the size teach a "telefacisities" and the deriverse of th Bank as to the authority or identity of the person giving or authorising or purporting to give or autho such Instruction or the authenticity thereof, regardless of the circumstances prevailing at the time of uch Instruction or the nature of the transaction and notwithstanding any error, misunderstanding raud or lack of clarity in the terms of such Instruction, and whether or not such oral instruction of lefacsimile instruction was made or given with or without the authority of the Customer

22.2 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 Cause 22.1 above including without limitation on any oral instruction of a person who is not the Customer or an Authorised Person, or any telefacsimile instruction transmitted as aforesaid upon which any 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 offices of any of the officers in any part of the world or affiliate companies of the Bank) o any oral 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, provider is that the Bank shall not be obliged to cause any of its officers or such officer ffiliated companies to make any note of any oral instruction and the failure to make any such note sha not in any way affect the authorisation herein contained or prejudice the rights of the Bank under these

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.

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, facismile or other contact mumbers, partners (for artnership Accounts). Directors and Memorandum and Articles of Association (for company Accounts and constitution and/or rules (for societies, clubs and other unincorporated associations

All notices to and communications with the Customer, statements of accounts, confirmation advices All notices to and communications with the dustoffier, statements of adocuments, committee and All cards, comments and/or other instruments whatsoeve (including cheque books), Password(s), Login-ID(s), PIN, CIN and/or codes (hereinafter collective) called "Communications") from or issued by the Bank may be sent by post, faccismile or other electronic transmission, hand-delivery or such other manner as the Bank deems fit to the last known address faccismile or other elevant number of the Customer in the Bank's ecords and shall be deemed, (even in the context of the relevant number of the Customer in the Bank's ecords and shall be deemed, (even in the context of the relevant number of the Customer in the Bank's process of the card of th ay could not be delivered or transmitted or were returned undelivered); (i) to have been received by th stomer on the day following such posting, or on the day of the facsimile or other electronic transmis usioner on the day lonowing such possing, or on the day or the lacisititie of other electronic drains insiston I hand-delivery, and (ii) to be effective service for the purpose for which such Communications was sent. Il notices or other communications may be given in the Bank's branches or in the press (in Singapore's nain English and Chinese newspapers) or via radio or television broadcasts or any other media chosen by the Bank in its absolute discretion and the Customer shall be deemed to have received the same on he date of such publication or broadcast

The Customer shall not hold the Bank liable in the event any Communications is delayed, intercepted, lo 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. 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 to the 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 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 whatsoeve Formation Batchinol & Contract Contract of the Contract of this fact as against the Customer.
23.6 Where any Instruction is given to the Bank to retain for collection by the Customer.

which but for the Instruction the Bank would despatch to the Customer, each of such Communication ned to have been despatched and received by the Customer at the time when it first becomes available for collection by the Customer.

Any Communications addressed and sent, despatched or delivered by the Bank to any one person be, to all the persons constituting the Customer shall be deemed to have been addressed and sent or delivered, as the case may be, 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 received or is deemed to have received any such Communications, all the persons constituting the Customer shall be leemed to have received the same.

Without prejudice to the generality of Clause 25.1, the Bank shall not be liable for any delay, non-receipt error or omission howsoever 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 of electronic any occur in the data masked of messages of in any of its communications made by hears of electronic ayments, telegraphic transfer, post, courier or other means. All communications made by the Bank o Customer shall be at the Customer's sole risk.

24. DIMINUTION OR UNAVAILABILITY OF FUNDS

24.1 The Bank shall not be liable in any manner whatsoever to the Customer in any of the following events: 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 biligations of any Account or Service including but not limited to paying the Customer the funds in the Account or paying interest on the funds;

the unavailability of funds due to inter alia, any of the following -

imposition or change in laws, rules or regulations, or any acts of a government (whether ecognised or unrecognised), central bank, monetary authority or other entity in any countr recognized on united sector lists of the sector and of any kind:

force majeure, natural disaster, industrial action, acts of war, acts of terrorism, civil strife, riots, or a state of political or economic chaos in any country; (iii) any other circumstances beyond the Bank's control whether in Singapore or elsewhere.

24.2 If any such event mentioned in Clause 24.1 occurs, the Bank shall have the right in its absolute discretion 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.

If for any other reason the Bank cannot deploy the funds, the Bank may in its absolute discretion and withou notice to the Customer suspend the payment of interest on the funds for such period and/or revise the placement period as it deems fit.

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 currency 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 o a monetary union results in restrictions in availability, credit or transfers of the currency of the relevan country or the single currency of the monetary union (including the Euro), or otherwise makes i impossible or impracticable for the Bank to perform its obligations in respect of deposits and balances in he currency of the relevant country or the single currency of the monetary union

GENERAL EXCLUSION OF LIABILITY

Without prejudice to the generality of the other clauses herein, the Bank shall not be liable for any loss Violul prepare to the generality of the Outperformance in the state of the state of

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 interfere y computer of system will be interference, sabolage of any other dasses what beever what may interfere th any of the Bank's services, or any breakdown or malfunction due to any cause what has over, of imputer software or equipment whether belonging to the Bank or not, used in connection with any of he Bank's services; and
- any loss of, destruction to or error in the Bank's records, howsoever caused.
- 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 ciary or similar or other duties to the Customer. The Bank assumes, and relies on the assum at the Customer has taken the recessary independent legal, tax, financial and other advice in relation of 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 Conditions has no right under The Contracts (Rights of Third Parties) Act 2001 ("the Act") to enforce any is of these Conditions. Notwithstanding any term herein, the consent of any third party is not rec 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.

27 CLAIMS IN DIFFERENT JURISDICTIONS

Without prejudice to Clause 32, any monies payable and/or due from the Bank under any Accourt whatsoever and/or any documentary credit quarantee, indemnity time deposit or under any o end what our any occurrent any orbit, guarance, more many, any deposit of under any other lating end what soever is payable by the Bank solely and exclusively by and at the branch of the Banh hich 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 whats or the recovery of any monies claimed to be due from the Bank and/or any alleged payment obligations of In the recore to one of intervention of the customer solely and exclusively in the count of the park shall be instituted by the Customer solely and exclusively in the count of the count of the count of the count of the customer solely and exclusively in the count of the cust of the count of the customer solely and exclusively in the cust of the count made against the Bank shall not be enforceable or executed against at modern branch the Bank.

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

28 AMENDMENTS, WAIVER AND ENGLISH VERSION TO PREVAIL

- 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 ad/or additions to these Conditions may be made by displaying a dustule discussion determine the milerituments and/or additions to these Conditions may be made by displaying a notice thereof to rolice thereof t absolute discretion thinks fit (including but not limited to the telephone, electronic media or televisio proadcast). The Customer shall be bound by the amendment or the new Conditions, whether or not b laces). The Costomer shall be bound by the amendment of the new Conductors, whether of not he I have actual notice thereof, from the date of such display, advertisement or posting) as the Bank may (such date not being earlier than the date of such display, advertisement or posting) as the Bank may ecide in its absolute discretion
- 28.2 If the Customer does not accept any addition or amendment to these Conditions, the Customer shall discontinue operating the Account and utilising the Services, and shall promptly close the Account. If the 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 thereof nor shall it in any way prejudice or affect the right of the Bank afterwards to act strict in accordance with the powers conferred on the Bank under these Conditions or such terms an 28.4 If there are differences in meaning between the English version and any translation of these Conditions.
- the English version shall prevail. For the avoidance of doubt, the Bank is under no obligation to provid any document in any language other than English

ASSIGNMENT/TRANSFER

These Conditions are binding and enure to the benefit of the Bank and the Customer and the respective successors in title and permitted assigns and shall continue to be binding on the Customer notwithstanding.

- any change in the name or constitution of the Bank; or
- 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 Academic all Services, made available at that time by the Bank to the Customer and these Conditions shall and services. continue in force as between the Customer and such entity.
- 29.2 The 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 o 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.

31. ILLEGALITY

Notwithstanding any other provision herein, if by reason of any applicable law or regulation or regulat requirement (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 Intereto or the mitrapretation or administration or application intereor, it shall become (or it is an appear to the 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 eedings whatsoever for the recovery of any monies claimed to be due from any Account maintain the Bank in Singapore shall be instituted by the Customer solely in the courts of Singapore unle he 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

1

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

- 33.2 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
- ask for the return or retention of the ATM card because it is the Bank's property and the Customer agrees to return it promptly at the Bank's request.
- 33.3 The Bark may, at the Customer's request, allowand ATM card to be used or continue to be used in relation to any other Account in addition to ari 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
- If the Account is in joint names or is a corporate account the Bank may issue the ATM card to anyone wh 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 Bank

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

- The Call Centre Service is the service by which the Customer and/or Authorised Person may perform banking 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 binding on the Customer once it is received by the Bank. 34.3
- In the Customer shall not dispute the opening and. 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).
- 34.4 All exchange rates or interest rates quoted by the Bank under the Call Centre Service are only indicative and shall not bind the Bank. To be binding, the rates quoted must be confirmed by the Bank in relation to a specific transaction(s) to be effected under the Call Centre Service. The confirmed rate(s) shall bind the customer for the transactions) effected through Call Centre Service notwithstanding that a different rate night 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 holiday or Sunday, the Bank is entitled to execute such Instructions on the next Business Day. 34.5
- Our day, the car 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 stipulated by the ank. The pre-authorisation will continue until the Bank receives Customer's written notice of revocation
- Customer agrees to comply with the limits set by the Bank from time to time for transactions performed fees, costs, charges and expenses sustained or incurred as a result of the Bank permitting transactions above the set limits.
- If the Account designated by the Customer or any Authorised Person to be debited for transactions involving 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 liable for al losses (including foreign exchange losses), damages, costs (including replacement costs) and fees incurred
- 34.9 The Bank shall be entitled (but shall not be obliged) to record any Instructions and other telephone The claim shart be milled (but sign into the organized) to record any instructions and ourse dephotoe 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 communications between the Bark and the Customer.
- 34.10 The Customer may terminate the Call Centre Service upon given fourteen (14) days' prior written notice 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.
- 34,11 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 o loss (hereinafter collectively called "Investments") will be made based on the Customer's independen assessment of the Investments and without reliance on any advice, suggestion or info Bank and agrees not to hold the Bank responsible and not to sue or join in or bring any action or laws Bails and adjess to though the bails responsible and not sub on join in the bling any action of laws and against the Bank for any loss or damage suffered by the Customer as a result of such investments even if they 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 a professional independent advice in any matter relating to these Conditions.

CALL CENTRE SERVICE (FOR PERSONAL ACCOUNTS)

The Customer may use the Call Centre Service to pay Payee Corporations in respect of his own bills o 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 k'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 F 35.2 prior notice and the Customer shall have no claim whatsoever against the Bank for any loss or damage

o open the time or fixed deposit Account through the Call Centre Service, the Customer or Authorise 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 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.

DEFINITIONS

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"Account" means any account of the Customer with the Bank, including but not limited to Current or Checking Account, service account of the Coston fer with the Carlin, including out of initiate to current or Checking Account, Swings Account, and any 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 Machine. 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 Custome "Bank" means United Overseas Bank Limited, Industrial & Commercial Bank Limited or Far Eastern Bank

I 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 oreign currency deposits means a day when both the Bank and any relevant business centre as determined by the Bank for the relevant foreign currency transaction are open for business.

"CIN" 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. mer" means an account holder of an Account with the Bank, and/or any person utilising any Services,

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 in 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 otherwise acceptable to the Bank and howsoever sent, given or transmitted (whether by mail or through the Internet, telecomminications, 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 stomer or an Authorised Person, including any requests, application, authorisation and instructions to evoke ignore or vary any previous requests applications authorisation and instructions or which the Bank revolve, give of vary any previous requests, applications, automation and instructions, of which are bank or an office of the Bank reasonably believes to be the requests, applications, authorisation or instructions received by and transmitted to the Bank in accordance with the Bank's procedure and requirements. "Pavee 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. LIOR 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. ird Parties" means persons or corporations who are not the Custome

"Third Party Bills" means bills incurred by Third Parties to the Pavee Corporation and bearing reference numbers given by the Customer.

"UOB Group Banks" means United Overseas Bank Limited and its subsidiaries and associated companies including Far Eastern Bank Limited.

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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 (August 2010).

