HHUOB 大华银行

TERMS & CONDITIONS GOVERNING THE UOB SIMPLEINVEST PROGRAMME (THE "PROGRAMME")

1. Programme

- 1.1 By participating in this Programme, you are deemed to agree to be bound by these terms and conditions of the Programme (the "**Terms**").
- 1.2 This Programme is only open to existing UOB customers in Singapore who:
 - (i) have access to UOB TMRW; and
 - (ii) maintain an existing current or savings account with UOB (the "Account").
- 1.3 To participate in the Programme, you must subscribe for Unit Trusts on UOB TMRW via a Single Lump Sum Subscription or Regular Investment Scheme.
- 1.4 You will, at the time of subscribing for Unit Trusts on UOB TMRW, be notified of the applicable Sales Charge, which will be charged to and debited from the Account. By subscribing for Unit Trusts on UOB TMRW under this Programme, you hereby accept the Sales Charge and irrevocably authorise and consent to UOB charging to and debiting an amount equal to the value of the Sales Charge from the Account.

2. Definitions

For the purposes of this Programme:-

- 2.1 **"Funds**" means the investment funds offered by various fund houses which are distributed by or made available through UOB as a distributor.
- 2.2 **"Regular Investment Scheme**" means a scheme for regular subscription of Unit Trusts which is subject to such other conditions (including minimum investment amount conditions) prescribed by UOB from time to time in its sole discretion.
- 2.3 **"Sales Charge**" means a one-time initial sales charge (also known as a 'front-end load fee') levied by UOB on the investment amount for the Unit Trusts.
- 2.4 **"Single Lump Sum Subscription**" means a single lump sum subscription of Unit Trusts which is subject to such other conditions (including minimum investment amount conditions) prescribed by UOB from time to time in its sole discretion.
- 2.5 **"Unit Trusts**" means the unit trusts in respect of the Funds.
- 2.6 **"UOB**" means United Overseas Bank Limited.

2.7 **"UOB TMRW**" means the UOB TMRW mobile banking application.

3. General

- 3.1 The following persons shall not be eligible to participate in the Programme:
 - (a) individuals whose UOB account(s) is/are voluntarily or involuntarily suspended, cancelled, closed or terminated at any time;
 - (b) individuals whose UOB account(s) is/are not active, valid, subsisting or in good standing or delinquent or unsatisfactorily conducted as may be determined by UOB at its sole discretion;
 - (c) individuals who are mentally unsound, facing legal incapacity or are incapable of handling their affairs, deceased, insolvent, bankrupt or have any legal proceedings (or any threat) of any nature instituted against them; or
 - (d) anyone whom UOB may decide to exclude, at its sole discretion, without any reason or prior notice at any time.
- 3.2 You must have access to UOB TMRW, and maintain a current or savings account with UOB, in order to subscribe for Unit Trusts on UOB TMRW.
- 3.3 The decisions of UOB on all matters relating to this Programme are at its discretion and shall be final, conclusive and binding on all parties.
- 3.4 Notwithstanding anything in these Terms, UOB reserves the right at any time and in its sole discretion to determine and/or amend, by addition to, subtraction from or variation of, these Terms, including but not limited to the eligibility terms and criteria, and the timing of any act to be done, and you shall be bound by these amendments with effect from such date as UOB may determine.
- 3.5 UOB reserves the right to revise the Sales Charge from time to time without giving any prior notice or reason or assuming any liability to any party.
- 3.6 Notwithstanding anything in these Terms, UOB reserves the right to cancel, terminate or suspend this Programme at any time in its sole discretion.
- 3.7 In the event of any inconsistency between these Terms (including the important notices and disclaimers stated herein) and any advertising, promotional, publicity, brochure or marketing materials relating to or in connection with the Programme, these Terms shall prevail.
- 3.8 UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with the Programme, including but not limited to the determination of whether you have met all the requirements of the Programme. UOB's decisions shall be final, conclusive and binding and no payment or compensation will be given. UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with any person on any matter or decision relating to the Programme.

- 3.9 The Terms shall be read in conjunction with the prevailing Terms and Conditions Governing Accounts and Services, the Terms and Conditions relating to Investment Services and any other terms that may be relevant in connection with this Programme (collectively the "Standard Terms"). In the event of any inconsistency between (i) the Terms and the Standard Terms, the Terms shall prevail to the extent of such inconsistency; and (ii) the Terms and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the Programme, the Terms shall prevail to the extent that such discrepancy relates to this Programme.
- 3.10 By participating in this Programme and in addition to any other consent you have already provided to UOB and any right of UOB under applicable laws, you consent to UOB and the necessary third parties collecting, using and disclosing your information (including your personal data) for the purposes of this Programme and to contact you, including by voice call or text message.
- 3.11 A person who is not a party to the Terms shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce the Terms.
- 3.12 The Terms shall be governed by the laws of the Republic of Singapore and you shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

Important Notice and Disclaimers:

Unit Trusts

You may wish to seek advice from a financial adviser before purchasing units in any unit trust (the "Fund"). In the event that you choose not to seek advice from a financial adviser, you should consider carefully whether the Fund in question is suitable for you. Past performance of the Fund or the Manager, and any economic and market trends or forecast, are not necessarily indicative of the future or likely performance of the Fund or the Manager. The value of units in the Fund, and any income accruing to the units from the Fund, may fall or rise. You should note that your investment is exposed to fluctuations in exchange rates if the Base Currency of the Fund and/or underlying investment is different from the currency of your investment. You should read the prospectus, available from Fund Manager or its distributors, before deciding to subscribe for or purchase units in the Fund. Applications for units of the Fund must be made on the application forms accompanying the prospectus. Investments in unit trusts are not obligations of, deposits in, or guaranteed or insured by UOB, Fund Manager or any subsidiary or associate of UOB or any of their affiliates, or by any distributors of the Fund, and are subject to risks, including the possible loss of the principal amount invested.

Important Notice

This Programme and its Terms shall not be regarded as an offer, recommendation, solicitation or advice to enter into any transaction to buy or sell any investment product. Any description of investment products is qualified in its entirety by the terms and conditions of the investment product and if applicable, the prospectus or constituting document of the investment product. Nothing in this document or the Terms constitutes accounting, legal, regulatory, tax, financial or other advice and has not been prepared for any particular person or class or persons or to address any specific investment objectives, financial situation or particular needs. You should seek advice from your own financial adviser on the suitability of any investment before making any commitment to invest in any investment product.

None of the investment products in this Programme are obligations of, deposits in, or guaranteed or insured, and are subject to risks, including the possible loss of all or any part of the principal amount invested.

United Overseas Bank Limited Co. Reg. No. 193500026Z