

Product Addendum Conveyancing Accounts Terms ("Conveyancing Terms")

1. General

- 1.1 Reference is made to our General Terms Governing Accounts and Services (Non-Individual Customers) (the "**General Terms**") and your Country Addendum thereto as may be applicable, each as may be amended, restated, supplemented or varied by us from time to time (the "**Customer Agreement**"). This is a "**Product Addendum**" referred to in the General Terms.
- 1.2 Capitalised terms used but not defined in this Product Addendum shall have the meaning given to them in the Customer Agreement.
- 1.3 In the event of any conflict or inconsistency between any of the provisions of these Conveyancing Terms and any of the provisions of the Customer Agreement, the provisions of these Conveyancing Terms shall prevail to the extent necessary to give effect to these Conveyancing Terms.

2. Definitions

- 2.1 For the purposes of these Conveyancing Terms:
 - "Change of Counter-Signatory Form" means a form prescribed as a change of counter-signatory form for the purposes of the Rules.
 - "Conveyancing Accounts" means your conveyancing account and/or conveyancing (CPF) account opened or maintained with us in accordance with the Rules.
 - "CPF monies" means Central Provident Fund monies.
 - "ePI Service" means the electronic payment instruction service made available to you and provided by the Singapore Land Authority.
 - "Form" means any Pay-In Form, Pay-Out Form, Variation Pay-In Form, Variation Pay-Out Form, or Change of Counter-Signatory Form.
 - "Pay-In Form" means a form prescribed as a pay-in form for the purposes of the Rules.
 - "Pay-Out Form" means a form prescribed as a pay-out form for the purposes of the Rules.
 - "Rules" means the Conveyancing and Law of Property (Conveyancing) Rules 2011, as amended from time to time.
 - "Variation Pay-In Form" means a form prescribed as a variation pay-in form for the purposes of the Rules.
 - "Variation Pay-Out Form" means a form prescribed as a variation pay-out form for the purposes of the Rules.
- 2.2 The Forms prescribed for the purposes of the Rules are the current versions of the forms which may be found on the Ministry of Law or Singapore Land Authority's websites, as the case may be.



3. Deposits

- 3.1 All deposits into the Conveyancing Account, other than CPF monies, shall be made by cheque or cashier's order, electronic fund transfer (other than GIRO) or telegraphic transfer only. You shall submit to us a duly completed Pay-In Form, signed in accordance with the Rules, for each deposit into the Conveyancing Account within 2 Business Days of the deposit, in the manner we require.
- 3.2 You shall ensure that all details and information given on the Pay-In Form are complete, accurate and correct. For clarity, we are not obliged to verify the completeness, accuracy or correctness of the information set out in the Pay-In Form.
- 3.3 We may reject the Pay-In Form at our discretion if we are in doubt as to whether the Pay-In Form is duly completed or for any reason whatsoever.
- 3.4 If the Pay-In Form is rejected by us, you shall submit another Pay-In Form for that deposit within 2 Business Days of us notifying you of the rejection. If you fail to do so, we shall be entitled, but not obliged, to deem such deposit as erroneous and we shall reverse the payment and refund the payor, in accordance with the Rules.
- 3.5 All deposits shall be made payable to "<Name of Customer> - CVY" or the title prescribed by the Rules, with your corresponding Conveyancing Account number and file reference number (unique for each conveyancing transaction) indicated on the reverse of the cheque or cashier's order, or on the telegraphic transfer instructions.
- 3.6 You agree that we shall accept cheques or cashier's orders or telegraphic transfers as long as the payee is the account holder and a corresponding Conveyancing Account number is stated.
- 3.7 If there is a discrepancy between the payee and the account number on the cheque or cashier's order or telegraphic transfers or we determine that there are insufficient or incomplete details on the cheque or cashier's order or telegraphic transfers for the deposit to be made, including the file reference number, we shall have discretion to reject the cheque or cashier's order or telegraphic transfer. Alternatively, we may, at our discretion, match the funds deposited by the cheque or cashier's order or telegraphic transfers to Pay-in Forms submitted to us.

4. Withdrawals

- 4.1 All withdrawals from the Conveyancing Account shall be made by cashier's order only, or where the payment is to be made to the Commissioner of Stamp Duties, by the electronic means required by the Commissioner of Stamp Duties only. You shall submit a duly completed Pay-Out Form signed in accordance with the Rules, in the manner we require. We shall, in our discretion, determine if a Pay-Out Form is duly completed or not.
- 4.2 We are not responsible and are not obliged to check nor compare the details in the Pay-Out Form against the Pay-In Form.
- 4.3 All Pay-Out Forms shall be submitted to us at least 2 Business Days before the cashier's order is to be collected.



- 4.4 If you are unable to submit the Pay-Out Form at least 2 Business Days before the cashier's order is to be collected, you may submit the Pay-Out Form by a cut-off time stated by us on the day the cashier's orders are required, and collect the cashier's order at the time stated by us for collection. We shall take reasonable efforts to, but shall not be obliged to, process the application to issue the cashier's orders on the same day. For clarity, we shall not be liable for any Loss suffered by you if we are unable to issue the cashier's orders on the same day.
- 4.5 You shall ensure that all details and information given on the Pay-Out Form are complete, accurate, correct and consistent with the information on the Pay-In Form. For clarity, we are under no obligation to verify the completeness, accuracy or correctness of the information set out in the Pay-Out Form.
- 4.6 We may reject the Pay-Out Form at our discretion if we are in doubt as to whether the Pay-Out Form is duly completed or not.
- 4.7 You undertake to ensure that any Pay-Out Form sent by facsimile to us shall be exactly the same as the original Pay-Out Form. You agree that, in the event of any discrepancy whatsoever, we shall be entitled to act as we deem fit, including withholding any cashier's orders or payment, until such discrepancy has been corrected to our satisfaction, in our discretion. For clarity, we shall not be liable for any Loss suffered by you arising from this clause.
- 4.8 We shall not be obliged to pay the monies you have requested to withdraw if we are of the view that the payment may result in our contravening any regulatory restrictions, internal prohibition or any sanction or regulation imposed or enforced against certain jurisdictions, individuals or entities by the United Nations, United States of America, European Union or other governmental authorities, or if we have received any adverse news about the payee. In such an event, you shall not hold us liable or responsible for any Loss you may suffer due to non-payment.

5. Amendments / Variation

- 5.1 You shall notify us of any change of counter-signatory by submitting to us a duly completed Change of Counter-Signatory Form, signed in accordance with the Rules, at least 2 Business Days before the change of counter-signatory, in the manner we require. We shall, in our discretion, determine if a Change of Counter-Signatory Form is duly completed.
- 5.2 We are not responsible and are not obliged to check the succeeding Counter-Signatory's Particulars or Endorsement in the Change of Counter-Signatory Form, nor compare the details in the Change of Counter-Signatory Form against the Pay-In Form.
- 5.3 You shall only make variations or amendments to the Pay-Out Form by submitting to us a duly completed Variation Pay-Out Form signed in accordance with the Rules, at least 2 Business Days before the cashier's order is to be collected, in the manner we require. We shall, in our discretion, determine if a Variation Pay-Out Form is duly completed. You shall only make variations or amendments to the Pay-In Form by submitting to us a duly completed Variation Pay-In Form signed in accordance with the Rules in the manner we require. We shall, in our discretion, determine if a Variation Pay-In Form is duly completed or not.
- 5.4 We are not responsible and are not obliged to compare the details in the Variation Pay-In Form, and/or the Variation Pay-Out Form against the Pay-In Form and/or the Pay-Out Form.



- 5.5 You shall ensure that all details and information given in the Change of Counter-Signatory Form, the Variation Pay-Out Form and the Variation Pay-In Form are complete, accurate, correct and consistent with the information on the Pay-Out Form and/or the Pay-In Form. For clarity, we are not obliged to verify the completeness, accuracy or correctness of the information set out in the Change of Counter-Signatory Form, the Variation Pay-Out Form and the Variation Pay-In Form.
- 5.6 We may reject the Change of Counter-Signatory Form, Variation Pay-Out Form or the Variation Pay-In Form at our discretion if we are in doubt as to whether that form is duly completed.
- 5.7 You undertake to ensure that any Variation Pay-Out Form or Variation Pay-In Form, sent by facsimile to us shall be exactly the same as the original Variation Pay-Out Form or Variation Pay-In Form respectively. You agree that, in the event of any discrepancy whatsoever, we shall be entitled to act as we deem fit, including but not limited to withholding any cashier's orders or payment, until such discrepancy has been corrected to our satisfaction, in our discretion. For clarity, we shall not be liable for any Loss suffered by you arising from this clause.

6. Central Provident Fund ("CPF")

- 6.1 All CPF monies deposited into the conveyancing (CPF) account shall be by GIRO only. The CPF Board or its solicitors shall submit to us a report containing the details of the deposits, including the account holder's name and account number, property reference, property address, total amount deposited, name of counter-signatory (the "**Payment Listing**") for all deposits of CPF monies into the conveyancing (CPF) account within 2 Business Days of the deposit.
- 6.2 You agree that we may rely on the Payment Listing and the information provided in the Payment Listing. For clarity, we are not obliged to verify the completeness, accuracy or correctness of the information set out in the Payment Listing.
- 6.3 All withdrawals of CPF monies from the conveyancing (CPF) account shall be made in accordance with Clause 4 above. All amendments and variations shall be made in accordance with Clause 5 above.

7. ePI Service

- 7.1 You hereby request and authorise us to accept and rely on any Form prescribed for the purposes of the Rules submitted to us from time to time through the ePI Service. You acknowledge that you are aware of and accept all risks associated with using the ePI Service.
- 7.2 You agree that we shall not be responsible or liable for any Loss arising out of or in connection with the ePI Service, including all Loss resulting from:
- (a) any breach by you of your obligations under your agreement with the Singapore Land Authority;
 - (b) our acting on your instructions;
 - (c) the use or misuse of the ePI Service by you or any third party.

In such event, you shall fully indemnify us and our employees, nominees, directors and agents on demand against all Loss which we may suffer, including legal fees and costs (on a full indemnity basis).

- 7.3 Forms submitted through the ePI Service shall be deemed to be submitted and received by us only when the duly completed and authenticated form is downloaded by us through the ePI Service.



- 7.4 You acknowledge that we may rely on the digital signatures in the ePI Service as being the signature of the person to whom it correlates, and as fully authorised and binding on you.
- 7.5 It is your duty to take all necessary measures to prevent the loss or theft of the tokens issued to you for the ePI Service or unauthorised persons gaining access to those tokens, and to keep any passwords used for the ePI Service confidential.
- 7.6 We are not obliged to act on or rely on any form submitted through the ePI Service at our discretion and without notice or reason without incurring any responsibility or liability to you.

8. Interest

- 8.1 All Conveyancing Accounts are non-interest bearing accounts.

9. Disclosure

- 9.1 In addition to your consent to disclosure provided in the General Terms, you hereby consent to our disclosure of any information whatsoever concerning any matters or transactions in relation to the Conveyancing Accounts to the Ministry of Law or any other government ministries, departments or statutory boards as the Ministry of Law deems necessary.

10. Others

- 10.1 Subject to clause 3.7, if we do not receive a corresponding Pay-In Form (for conveyancing account) or Payment Listing (for conveyancing (CPF) account) in accordance with these Conveyancing Terms for any deposits into the Conveyancing Account, the deposit shall, at our discretion, be considered an erroneous payment into the Conveyancing Account, and we shall reverse the payment and refund the payor, in accordance with the Rules.
- 10.2 You agree to execute our indemnity for accepting and acting on instructions by facsimile and our indemnity for accepting forms submitted or instructions given through the ePI Service and any other document as may be required by us.
- 10.3 You agree that the services relating to the processing of payments to and from the Conveyancing Account are separate from the operation of the Conveyancing Account and are considered as other banking services provided by us, which are chargeable separately, and subject to our General Terms governing the provision of such services.
- 10.4 You authorise us to debit any of your other accounts at any time for all amounts due and payable to us or recoverable from you, including without limitation the costs of the cashier's orders, cancellation fees, stop payment costs, telegraphic transfer costs, any administrative or bank charges, or any other charges and fees.
- 10.5 You agree to indemnify us for all Losses, including legal fees and costs (on a full indemnity basis), howsoever suffered or incurred by us as a result of the use and operation of the Conveyancing Accounts.
- 10.6 Unless there has been fraud by us, we shall not be liable for any Loss suffered or incurred by you arising from any cause whatsoever, including without limitation, the following:
 - (a) alteration of instructions and/or forgery of your or any authorised signatory's signature;



- (b) any delay in the issuance of cashier's order due to incomplete Forms or other instructions, as we shall in our discretion determine; and
 - (c) any delay caused by any breakdown, suspension or outage in the ePI Service.
- 10.7 Nothing contained in the Conveyancing Terms shall prejudice any right of relief that we may have under the Legal Profession Act 1966, or any other statutory provisions and in law.

11. Rights and Remedies

- 11.1 Our rights and remedies under these Conveyancing Terms are cumulative, and are without prejudice and in addition to, any other rights and remedies which we may have under the Customer Agreement, any other contract, at law or in equity. Our exercise of any one right or remedy, shall not operate to hinder or prevent the exercise of any other right or remedy by us.

