

Country Addendum (Singapore)

1. General

- 1.1 Reference is made to our General Terms Governing Accounts and Services (Non-Individual Customers) as may be amended, restated, supplemented or varied by us from time to time (the “**General Terms**”). This is a “**Country Addendum**” referred to in the General Terms.
- 1.2 Capitalised terms used but not defined in this Country Addendum shall have the meaning given to them in the General Terms.
- 1.3 This Country Addendum applies to, and shall govern, your Accounts opened and Services obtained from or through us in Singapore. The General Terms (as modified by this Country Addendum) shall comprise the Customer Agreement for Singapore.

2. Personal Data of Authorised Person

- 2.1 You acknowledge that you have read and understood our Privacy Notice (Corporate) (available at www.uob.com.sg and our physical branches in Singapore) which forms part of the terms and conditions for your relationship with us. You consent to us collecting, using and disclosing your personal data for Basic Banking Purposes, Co-branding Purposes, Research Purposes and Marketing Purposes as described in our Privacy Notice (Corporate).
- 2.2 In respect of each Account, you are responsible for ensuring that each Authorised Person complies with the Customer Agreement and voluntarily consents to the collection, use, disclosure and/or processing of his/her personal data by us, our related corporations and our authorised service providers for the purposes set out in the Customer Agreement and other policies, circulars, notices or guidelines governing our collection, use and/or disclosure of personal data. You must ensure that each Authorised Person is furnished with a copy of the Customer Agreement and the terms that apply to any Account with or Service provided by us.
- 2.3 Whenever personal data is provided to us, you represent to us that you have complied with all Applicable Laws for personal data protection, and the personal data is accurate and complete.
- 2.4 If any Authorised Person shall withdraw his/her consent to any or all use of his/her personal data, then unless you nominate another Authorised Person, depending on the nature of the withdrawal request, we may not be in a position to continue providing our products or Services to you, maintaining your Account or carrying out your Instructions. Such withdrawal may accordingly constitute a repudiatory breach of your obligations under the Customer Agreement, and we may without prior notice to you terminate the Customer Agreement, freeze your Account and/or refuse to act on any Instruction, without prejudice to our other rights and remedies at law against you.

3. Instructions

You acknowledge that all Instructions given (and our records of those Instructions) in electronic form are original documents in writing. You agree not to challenge their validity, admissibility or enforceability on the basis that they are in electronic form and waive your right to object.



4. Cheques

- 4.1 Where cheque facilities are offered in relation to any Account and/or where cheques are processed by us on your behalf:
- (a) cheque books will be sent to you at your risk and expense by registered mail. You are responsible for the safekeeping of the cheques and if any cheques are mislaid, lost or stolen, you must promptly notify us and cooperate with us in any investigation or litigation relating to the cheque or cheque book;
 - (b) cheques must be drawn by you in compliance with such procedures as we may determine from time to time. We are entitled (but not obliged) in our discretion to reject any cheque that is: (i) not duly executed in accordance with the mandate provided by you and/or not drawn on our cheque form and/or in the currency of the relevant Account; (ii) incomplete, unreadable, vague, and/or in an unacceptable language to us; (iii) an over the counter cheque in which "bearer" has been deleted; and/or (iv) determined by us to be in an unacceptable form;
 - (c) we may mark cheques, "good for payment" and your account may be debited immediately with the amount of such marked cheques;
 - (d) you are responsible for the accuracy and validity of any endorsement appearing on cheques drawn on current accounts. We do not undertake the identification of endorsers of cheques drawn to order and reserve our right to refuse payment of cheques so drawn;
 - (e) we may at any time, subject to giving you fourteen (14) days of notice, without liability or disclosing any reason to you, suspend the provision of such cheque facilities or cheque book(s) to you;
 - (f) we may in our discretion act on your Instruction to countermand or stop payment of a cheque which you have drawn (a "Stop Instruction"). Any Instruction to us to countermand or stop payment on a cheque will confirm your agreement to indemnify us against any Loss which may be incurred or suffered by us (including any legal fees and costs on a full indemnity basis) resulting from such non-payment of the cheque and to notify us promptly in writing if the cheque is recovered or destroyed or if for any other reason the relevant stop payment order may be cancelled. For a Stop Instruction to be valid, you must give complete written (or such other mode or method which may be agreed to by us) information identifying the cheque, including (i) the cheque number; (ii) the date of issue; (iii) the payee's name; and (iv) the amount. Any Stop Instruction is valid for six months from the date of receipt of such instruction(s) from you, or such other period as we may decide;
 - (g) you agree to complete any further documentation required by us for any Stop-Instruction. Such Stop Instruction(s) shall be undertaken by us on a reasonable effort basis and we may at our discretion elect not to act on such instruction(s); and
 - (h) fees apply to cheques including stop fees, dishonour fees and fees if a cheque is returned to us for any reason.
- 4.2 Without prejudice to the generality of the other provisions in the Customer Agreement, the following provisions shall apply to all CTS Articles presented to us for collection and/or payment and the CTS Image of which are submitted for clearing or settlement through the CTS:
- (a) we are not obliged to:



- (i) submit for CTS clearing and settlement and payment in accordance with the CTS Bye-Laws and Settlement Arrangement all CTS Articles presented to us for collection;
- (ii) return any CTS Article presented to us for collection where such CTS Article or its CTS Image has been dishonoured or payment thereon has been refused provided that:
 - (A) if any CTS Article has been dishonoured after presentation by us for clearing or settlement through CTS, we shall provide you with an Image Return Document; and
 - (B) upon your written request for the return of any CTS Article and if we agree to such request, we will return the CTS Article to you in exchange for any Image Return Document provided to you for such CTS Article (if any) and upon payment of a fee as prescribed by us.
- (iii) replace any Image Return Document of any CTS Article provided to you which has been lost or misplaced;
- (iv) require the delivery to us of any CTS Article or its CTS Image presented for clearing and settlement before or after we honour or make payment on it;
- (v) return to you any CTS Cheque or any CTS Image of such CTS Cheque which we had honoured or on which we have made payment. Where you request for the return of any such CTS Cheque, we may, but shall not be obliged to, request the presenting bank to retrieve such CTS Cheque and you shall pay to us a fee (as may be stipulated by us) for such retrieval and you shall reimburse us for all our fees and expenses;
- (vi) mark any CTS Item relating to any CTS Article at your request, and we may charge you a fee determined by us for such marking; and/or
- (vii) provide you with any CTS Article or CTS Image of such CTS Article for any reason;
- (b) any presentment of an Image Return Document shall be subject to the terms and conditions stated on the Image Return Document and any Applicable Law, and the Image Return Document may not be presented to any person other than us for collection or payment. We reserve the right not to accept any Image Return Document which is mutilated, altered, defaced or torn;
- (c) we may send any CTS Article, CTS Image and/or Image Return Document to you at your risk and expense by ordinary mail, and you shall reimburse us for all fees and expenses we may incur in posting, dispatching or sending to you any Image Return Document;
- (d) where we credit your Account with the amount of any CTS Article presented to us for collection:
 - (i) unless we agree otherwise, you shall not have the right to withdraw or transfer the amount credited and the amount credited shall not be considered your available balance on your Account before we receive full payment of the amount of the CTS Article;
 - (ii) we shall have the right to debit your Account for the amount credited (regardless of whether the amount credited has become part of the available balance in your Account) if the CTS Article or its CTS Image is dishonoured for any reason, or we are required by the CTS Bye-Laws or any contractual obligations to refund or make payment to any person for the amount paid and collected by us on the CTS Article or its CTS Image;
- (e) where we are the paying bank, we shall be entitled to:



- (i) honour and make payment on any CTS Article (A) presented to us in the manner provided in section 89(1) of the Bills of Exchange Act 1949 or in the form of a CTS Image in accordance with the CTS Bye-Laws and the Settlement Arrangement; or (B) where we are required to do so under the CTS Bye-Laws or any contractual obligations;
 - (ii) debit any of your Accounts with the amount we have paid on the CTS Article, or require you to reimburse us the amount we have paid, in which event you shall immediately reimburse us for the amount we have paid;
 - (f) you shall not draw any cheque, bill of exchange, instrument or document on us or on any of your Accounts unless:
 - (i) in the form and on paper printed in accordance with specifications which we may approve; or
 - (ii) in the form and on paper provided to you by us for this purpose; andwe shall have the right to dishonour any cheque, bill of exchange, instrument or document which does not comply with this clause;
 - (g) regardless of whether you have instructed us otherwise, we shall have the right to:
 - (i) honour and make payment on any CTS Article which has been signed without your stamp or seal; or
 - (ii) dishonour and reject any CTS Article which bears your stamp or seal;
 - (h) we may retain or arrange for a third party service provider to retain for such period(s) as we deem fit the CTS Articles and/or CTS Image of CTS Articles and may destroy them at any time after the end of such retention period; and
 - (i) you agree that any CTS Image or CTS Article or any part thereof in electronic form may be admitted in evidence as an original document and agree not to challenge the admissibility of any such CTS Image or CTS Article on the sole basis that it is made or recorded in electronic form.
- 4.3 Notwithstanding anything to the contrary in the General Terms and/or this Country Addendum, we shall not be responsible or liable to you or any other party for any Loss or other consequences caused by and/or arising from:
- (a) any virus, default, defect, malfunction, deficiency, interruption, failure or stoppage to our access to any electronic equipment or system (whether or not owned, operated or maintained by us or any person for the purpose of the CTS) in connection with clearing of CTS Articles through the CTS;
 - (b) any error, delay or non-transmission of data or information caused by machine or hardware malfunctions or manufacturer's software defects in any such equipment or system;
 - (c) telecommunication problems, power supply problems, internet or network related problems or problems with the computer systems of any third party service provider;
 - (d) any damage, destruction or loss of CTS Articles while in our custody or in the custody of our service provider;
 - (e) our failure or refusal to accept, honour and/or make payment on any CTS Article or the CTS Image of the CTS Article;



- (f) our refusal to provide you with any CTS Article or CTS Image of such CTS Article whether due to loss, destruction or erasure of any CTS Article or CTS Image or for any other reason; and/or
- (g) any payment by us on any CTS Cheque or any CTS Image of the CTS Cheque presented to us for clearing through CTS which has been altered or forged in any way if such alteration or forgery is not apparent from the CTS Image of the CTS Cheque presented to us for payment and we shall be entitled to debit your account for the same.

5. Singapore Dollar & Foreign Currency Time/Fixed Deposit Accounts

- 5.1 You will receive a deposit advice for each time deposit placed with us. The deposit advice is only an advice of placement of the deposit and cannot be used as evidence of title to or receipt of the monies. The minimum initial deposit and subsequent placements shall be such amounts, and the minimum maturity period shall be such period, as determined by us from time to time.
- 5.2 Deposits are placed for value on a Business Day in accordance with the prevailing market practice or as determined by us from time to time. Interest on a deposit is due and payable only on maturity date. Any interest credited into an Account prior to the maturity date is subject to our right to recover the interest by debiting the Account or by other means if the deposit is withdrawn before maturity date. Premature withdrawal of any time deposit, if allowed by us, shall be at our discretion and on such terms as we may impose including the levying of premature withdrawal charges. Such premature withdrawals may result in the original principal amount being reduced.
- 5.3 If a time deposit matures on a date that is not a Business Day, the maturity date will be extended to the next Business Day.
- 5.4 You must give us your written instruction for any change in maturity instructions at least two Business Days before the time deposit matures. If you fail to do so, we are not obliged to accept any change in maturity instructions. Where you have failed to provide us with your written instructions to renew your time deposit at least two Business Days before the time deposit matures, we may (but shall not be obliged to) renew your time deposit (principal and interest earned) for the same period and at the prevailing interest rate for that new period.
- 5.5 For foreign currency deposits, bank charges and adverse exchange rate movements could erase interest earnings or reduce the original principal amount. Once the foreign exchange rate is contracted, you are bound by it and may not change or cancel the transaction.
- 5.6 Where in our opinion, premature withdrawals may have to be effected due to imposition of or change in laws, rules or regulations, or any acts by any government, central bank, monetary authority or other entity in any country relating to, without limitation, exchange controls, restrictions on convertibility, freezes, moratoria, expropriations, requisitions, changes in a country's currency for any reason (including monetary union among countries), involuntary transfers or distraints of any kind, we shall have the right in our discretion to convert the foreign currency deposits into any other currency, and to recover the cost of replacing funds and/or any other costs and expenses incurred by us.



5.7 Credit Line

- (a) Where you maintain a fixed or time deposit Account in Singapore dollar and/or foreign currency with us ("**Deposit Account**"), you may apply on our prescribed form for a credit line. We may grant you a credit line subject to such limit and upon such terms as we may in our discretion deem fit, provided that the Deposit Account is not already encumbered in any way.
- (b) We may, at any time without notice to you, determine or vary the credit line.
- (c) You hereby irrevocably authorise us to automatically renew the deposits in the Deposit Account upon maturity for a similar period at the prevailing rate.
- (d) You shall not withdraw any sums from the Deposit Account until all outstanding amounts under the credit line have been fully repaid, provided that where the sum in the Deposit Account exceeds the prevailing outstanding amount, you may withdraw such part of the Deposit Account which is in excess of the outstanding amount, whereupon we may adjust the credit limit.

6. Joint Accounts

- 6.1 If you are a joint account holder, you agree, together with the other joint account holder(s), to be jointly and severally bound by the Customer Agreement and to be jointly and severally liable for all liabilities incurred on or debit balances in the relevant Account, and all Instructions given and transactions effected by or through the use of any Service.
- 6.2 In relation to joint account(s) where you are a sole proprietorship, partnership or other business entity, a corporation or an association, club or society, we shall act in accordance with your written mandate subject to the following:
 - (a) where you do not specify the signing requirement on an Account, a single signature of any joint account holder or an Authorised Person shall suffice for the operation of such Account;
 - (b) we may act on the Instructions (whether oral or written) of any joint account holder or an Authorised Person. Without prejudice to the foregoing, we may act on the countermand or stop payment Instructions and/or Instructions in connection with change of mailing address, which we receive from any joint account holder or an Authorised Person; and
 - (c) if we:
 - (i) receive ambiguous or conflicting Instructions for an Account,
 - (ii) receive Instructions for the closure of an Account,
 - (iii) become aware of any dispute, or
 - (iv) otherwise deem appropriate,we may decline to act and insist that we act only on the Instructions of all the account holders or all the Authorised Persons or require evidence of such other authorisations as are satisfactory to us. If we have so acted, we are entitled to retract any action that we have taken so that the relevant Account is put in the original position it was in before we took such action. We shall have no liability to any joint account holder or your partners, Authorised Person(s), members, shareholders or directors for so acting or refusing to act.



- 6.3 We are authorised to credit joint accounts with funds belonging or purporting to belong to any one or more joint account holder(s). Upon the termination of a joint account, we shall have the right to apply any amount remaining in a joint account towards discharging any debt (whether due or not) incurred on such joint account. We have the right to refund any balance after such application by drawing a bank cheque in favour of all the joint account holders (regardless of the identity of the person(s) who are entitled to the funds).
- 6.4 In the event of (a) dissolution of a body corporate joint account holder; or (b) death of an individual joint account holder (except for joint accounts designated as trust or executors' accounts), the amount standing to the credit of that joint account shall be held for the benefit and to the order of the survivor(s) (regardless of the Account mandate). Such credit amount is subject to any security, set-off, encumbrance or any claim (actual or contingent) or otherwise by us, as well as any steps we may take (including making payment(s) into a court of competent jurisdiction) relating to the credit balance. Any payment to such survivor(s) or to a court of competent jurisdiction shall be a full discharge of our obligations binding on all the account holders, their personal representatives and/or successors.
- 6.5 Where the relevant Account mandate provides for operation of an Account by the single signature of one joint account holder, or one Authorised Person(s), and if any joint account holder or any Authorised Person becomes bankrupt or mentally incapacitated, or if a body corporate joint account holder becomes insolvent or goes into winding up or liquidation, we may freeze or suspend operations on the relevant Account and refuse access to the funds therein, without liability to you, pending determination by us of the person(s) who have the legal authority to operate the relevant Account and/or the receipt by us of a new Account(s) mandate (in such form prescribed by us). We shall have the discretion in this regard to determine whether any person is bankrupt or mentally incapacitated and such determination shall be binding on you.
- 6.6 Where the relevant Account mandate provides for operation of an Account by joint signature of any two or more joint account holders or Authorised Persons, and if any joint account holder becomes bankrupt, insolvent or mentally incapacitated, such Account can be operated or closed only by the joint signatures of the person(s) who have the legal authority to represent the bankrupt, insolvent or mentally incapacitated joint account holder and the other joint account holder(s) or Authorised Person(s) of such other joint account holder(s), as the case may be.
- 6.7 Any communications addressed and sent, despatched or delivered by us to one joint account holder or Authorised Person shall be deemed to have been addressed and sent or delivered to all joint account holders or to all Authorised Persons and this Clause 6.7 shall apply to the service, despatch or delivery of any such communications and where any such joint account holder or Authorised Person shall have received or is deemed to have received any such communications, all joint account holders or all Authorised Persons shall be deemed to have received the same.

7. Accounts for Firms

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



- 7.2 Notwithstanding any change in constitution or name, or modification/ termination of any power of any partner, the Customer Agreement shall bind all partners/a new sole proprietor, and in the case of a partnership shall bind all partners jointly and severally.
- 7.3 You shall promptly notify us in writing of any change in your constitution or name.

8. Accounts in Trusts

- 8.1 We are not obliged to recognise any person other than you as having any interest in the relevant Account(s). If we open an Account in your name “in trust”, “as nominee”, “for and on behalf of underlying principals” or using some similar designation, you acknowledge and agree:
- (a) to operate such Account(s) solely for the benefit of such beneficiary(ies) or principal(s);
 - (b) you shall continue to be liable to us as principal for all obligations in respect of the Customer Agreement, such Account(s) and the Services;
 - (c) that we owe no obligations or duties whatsoever to such beneficiary(ies) or principal(s), who shall have no rights, or (without prejudice to sub-paragraph (d) below) be entitled to bring any claim, against us
 - (d) that we will not be required to familiarise ourselves with the terms of your appointment (“**Appointment**”) as trustee, nominee or appointment in similar capacity or as holder of a client account (such arrangement being the “**Arrangement**”), even if we require you to provide documents relating to the Arrangement or Appointment to us for due diligence or other purposes;
 - (e) you have disclosed to us any and all restrictions and conditions to your power to operate your Account under your appointment;
 - (f) you are solely responsible for compliance with all Applicable Laws, restrictions and conditions which apply to you in relation to the opening, operation and maintenance of your Account, and we shall have no duty to ensure your compliance; and
 - (g) to indemnify us against any Loss in respect of the operation of such Account(s), including as against any claims made by the beneficiary(ies) or principal(s), and any legal fees and costs (on a full indemnity basis).

9. Passbooks

- 9.1 Any passbook issued in relation to an Account is for your reference only and is not conclusive as to the current balance of such Account as deposits or withdrawals may be made on items charged without any entry being made in the passbook. Entries in the passbook are not valid unless machine-printed by us or otherwise bear the signatures of our authorised officers. We are not obliged to permit withdrawals from an Account against presentation of a passbook. We have the right to adjust any Account to correct any erroneous entry or omission. We may at any time rectify errors or omissions in any passbook and any passbook so rectified shall be binding on you. We have the right to reverse any entry, demand refund and/or debit any Account of yours with us for any overpayment into an Account arising from such errors or omissions.
- 9.2 You must:
- (a) keep your passbook secure at all times and immediately notify us if it is lost, stolen or mislaid; and



(b) present the passbook to us to be updated from time to time.

9.3 When the number of transactions which are not entered in the passbook reaches a number determined by us, we may consolidate the transactions and the aggregate credit and debit amounts shall be printed in the passbook when it is updated. A statement listing the unposted transactions may be made available to you within a reasonable time upon payment of any fee we may require.

10. ATM Card

10.1 You shall not hold us responsible for any defects in goods or unsatisfactory services paid for or any Services carried out with any ATM card.

10.2 We reserve the right, at any time without notice to ask for the return of any ATM card as it is our property and you shall return it promptly at our request.

10.3 We may, at your request, allow any ATM card to be used in relation to any other Account in addition to or in substitution for the relevant Account originally designated by you, and the terms herein shall apply to the use of the ATM card in relation to any such other Account.

10.4 We may issue an ATM card to you who can operate the relevant Account alone, or any Authorised Person. You should note that we may continue to debit such Account even if the Instructions are varied or terminated, until all ATM cards issued with such Account have been returned to us.

10.5 You shall take all reasonable care to prevent loss or theft of any ATM card. If any ATM card is mislaid, lost or stolen, you shall:

(a) immediately notify us in writing;

(b) provide us with any information and/or documentation we may require relating to the ATM card; and

(c) cooperate with us in any investigation or litigation in connection with the ATM card.

10.6 You shall not try to use the ATM card after the Account has been closed or we have notified you that the ATM card is cancelled or withdrawn.

10.7 You agree to accept all of our records, and the records of the financial institution or other party accepting the use of your ATM card, as conclusive and binding against you for all purposes unless there are obvious errors.

11. Representations, Warranties and Undertakings

In addition to the representations, warranties and undertakings in the General Terms or any Product Addendum, you hereby represent, warrant and undertake that:

(a) there is no litigation or other court proceedings against or threatened against you that is likely to affect your ability to perform the obligations under or relating to the Customer Agreement or any Product Addendum, or the legality, validity or enforceability against you of the Customer Agreement or any Product Addendum;

(b) to the best of your knowledge and belief there are no existing and unpaid liabilities in respect of the payment of tax which would affect your ability to comply with the Customer Agreement or any Product Addendum;



- (c) you are not required by any Applicable Law to make any deduction or withholding for or on account of any tax from any payment to be made by you to us under the Customer Agreement or any Product Addendum; and
- (d) you have informed the Authorised Persons of the purposes for which we will be collecting, using, disclosing and/or otherwise processing their personal data in accordance with Clause 2 above and obtained the necessary and appropriate consents from the Authorised Persons whom you have nominated under the Customer Agreement, in accordance with all applicable data protection legislation including the Personal Data Protection Act 2012.

12. Terms and Conditions for Electronic Deferred Payment (“EDP”)

12.1 Terms for EDP

- (a) In the terms and conditions set out in this Clause 12 (“Terms for EDP”), the terms “you” or “your”, or where relevant, “EDP Payer” or “EDP Payee”, refer to you, depending on whether you are acting as an EDP Payer or EDP Payee.
- (b) The EDP Scheme is for the making of a payment, through the creation of an EDP for a payee, which is deferred to such time when the EDP Payee presents the EDP for payment in accordance with the relevant terms between such EDP Payee and a Participating Bank. For the avoidance of doubt, the EDP (including an EDP+) is not, and shall not be construed as, the digital equivalent of a cashier’s order, cheque or any bill of exchange.
- (c) The terms set out herein apply where you utilise the EDP Scheme, whether as the creator and payer of an EDP from your Account or where you are the intended recipient or payee pursuant to any EDP sent to you to be credited into your Account.
- (d) The EDP Scheme shall be available for such Accounts as may be prescribed by us from time to time and may only be used for fund transfers in Singapore Dollars. We shall have the right to determine or vary the scope of the services or functions available to you as well as the requirements and conditions for your utilisation of the EDP Scheme from time to time.
- (e) The EDP is provided as part of the internet banking services. Accordingly, these Terms for EDP shall be in addition to and read in conjunction with the Product Addendum: Business Internet Banking Service Terms, and any other terms and conditions as may be relevant to the use of the EDP Scheme. These Terms for EDP shall prevail in the event of any inconsistency relating to the utilisation of the EDP Scheme. You are required to have valid access to utilise the internet banking services before you may utilise the EDP Scheme, whether as the creator and payer of any EDP Instruction from your Account or the intended recipient or payee of any EDP sent to you to be credited into your Account.
- (f) You acknowledge and agree that if your access to the internet banking services is terminated, disabled, cancelled or suspended for whatever reason, whether by us or by you, you will not be able to access the functions associated with the EDP Scheme through your Account, including your ability to give any EDP Instruction in respect of any EDP (including presentment of any EDP) relating to any of your Accounts.

12.2 Terms applicable to you when you create an EDP (as the EDP Payer) from your Account

- (a) Payments via EDP may be made to:



- (i) an intended recipient's account number with the Payee Bank; or
 - (ii) an intended recipient's account number by an account name enquiry directly to the Payee Bank ("**Account Name Enquiry**"). You hereby acknowledge that such Account Name Enquiry shall be submitted, received, and utilised in accordance with, and governed by applicable procedures or guidelines on use which we may prescribe from time to time (including name masking requirements); or
 - (iii) an intended recipient's details which correspond to such intended recipient's Proxy by submitting "Look-up Requests" ("**Look-up Request**") and receiving "Look-up Responses" ("**Look-up Response**"). You hereby acknowledge that all Look-Up Requests and Look-Up Responses shall be submitted, received, and utilised in accordance with, and governed by applicable procedures or guidelines on use which we may prescribe from time to time.
- (b) An EDP Instruction submitted by you to us to create an EDP for payment to an intended recipient shall be subject to Clause 12.2(o) below and must include such information as we may require, through such channels as permitted by us. Before submitting such an EDP Instruction, you are solely responsible for checking:
 - (i) that the account number corresponds to the intended recipient;
 - (ii) that the masked name that is obtained as a result of the Account Name Enquiry is the intended recipient;
 - (iii) that the Name or Nickname that is obtained from a Look-up Request (as the case may be) is the intended recipient; and
 - (iv) the accuracy of all submitted information (including the EDP Amount or EDP+ Amount (as the case may be) and the intended recipient's details).
 - (v) We shall not be liable for any Losses of any kind whatsoever in connection with your failure to ensure that payment is made to your intended recipient or any errors submitted or caused by you in the EDP Instruction.
- (c) You acknowledge and agree that the account number submitted, the masked name that is obtained as a result of the Account Name Enquiry, and the Name or Nickname that is obtained from a Look-up Request (as the case may be), shall be deemed to be the intended recipient (the "**Deemed Intended Recipient**") to which payment of the EDP Amount or the EDP+ Amount (as the case may be) may be made. Our obligation is limited to processing the EDP Instruction to the Deemed Intended Recipient. You shall be solely responsible for verifying the actual receipt of funds by the intended recipient of the EDP Amount or EDP+ Amount (as the case may be).
- (d) Without prejudice to our right not to proceed to act on or to reject the EDP as set out in Clauses 12.2(j), (k) and (o) below or as otherwise prescribed by us and unless the EDP is cancelled in accordance with these Terms for EDP, once an EDP Instruction has been submitted, it will be deemed irrevocable and you will not be able to withdraw, cancel or make any changes to such EDP Instruction.
- (e) Each EDP created by you from your Account may be communicated to the EDP Payee in such manner as we may determine in accordance with the EDP Scheme.



- (f) Each EDP (including any EDP+) will have a validity period of 6 months from the stipulated effective date specified in that EDP at the time of creation, subject to: (a) any cancellation by you; (b) rejection by your EDP Payee; (c) rejection or cancellation of any EDP Instruction by us pursuant to Clause 12.2(o) below; and/or (d) termination of your banking relationship with us or the termination or closure of all of your Accounts in accordance with these Terms for EDP (“**Validity Period**”).
- (g) Any refund after the Validity Period in respect of an EDP+ which has lapsed (whether due to a lapse of time, non-presentment by your EDP Payee or otherwise) shall be at our discretion.
- (h) In the case of an EDP (and not an EDP+), you hereby authorise us to, after successful presentment of an EDP (and not an EDP+) by the EDP Payee during the Validity Period, debit the value of the EDP (“**EDP Amount**”) from your Account and process a transfer of such amount to the Payee Bank, or where we are also the Payee Bank, to the EDP Payee’s account with us.
- (i) In the case of an EDP+, you irrevocably authorise us to (a) debit the full value of the EDP+ (“**EDP+ Amount**”) from your Account upon or after creation of the EDP+ and (b) after successful presentment of that EDP+ in the manner prescribed under the EDP Scheme by the EDP Payee, process a transfer of such amount to the Payee Bank, or where we are also the Payee Bank, to the EDP Payee’s account with us.
- (j) **EDP created by you may be rejected after presentment by the EDP Payee:** (in the case of an EDP other than an EDP+) the EDP created by you may be rejected by us and payment will not be made to the EDP Payee if at any point from presentment until settlement:
 - (i) your Account is closed, inactive, dormant, suspended, frozen or terminated by us for any reason whatsoever;
 - (ii) your Account has insufficient balance for us to debit the full EDP Amount and all applicable fees and charges payable;
 - (iii) we have reason to believe that you are in breach of any of these Terms for EDP;
 - (iv) we are restricted by Applicable Law, business practice, policy, procedure, direction by any regulatory authority or contract to make such payment or if we are required to comply with any court order (including any injunction or bankruptcy order);
 - (v) you become bankrupt or lack capacity;
 - (vi) the EDP cannot be verified in our records; or
 - (vii) any technical or operational reason, or any other reason in our opinion, prevents the processing or completion of any requisite steps relating to the verification or acceptance of the EDP under the EDP Scheme.

The above grounds may not be exhaustive.

Neither we nor the Payee Bank shall have an obligation to notify you on the grounds of rejection of any EDP.

- (k) **EDP+ created by you may be rejected in certain scenarios:** Without prejudice to Clause 12.2(o) below, the EDP+ created by you may be rejected by us and payment will not be made to the EDP Payee if:



- (i) your Account is closed, inactive, dormant, suspended, frozen or terminated by us for any reason whatsoever;
- (ii) we are restricted by Applicable Law, business practice, policy, procedure, direction by any regulatory authority or contract to make such payment or if we are required to comply with any court order (including any injunction or bankruptcy order);
- (iii) you become bankrupt or lack capacity;
- (iv) we have reason to believe that you are in breach of any of these Terms for EDP;
- (v) the EDP+ cannot be verified in our records; or
- (vi) any technical or operational reason, or any other reason in our opinion, prevents the processing or completion of any requisite steps relating to the verification or acceptance of the EDP+ under the EDP Scheme.

The above grounds may not be exhaustive.

Neither we nor the Payee Bank shall have an obligation to notify you on the grounds of rejection of any EDP+.

- (l) If you wish to cancel an EDP (and not an EDP+), you may only do so through such channels as may be made available by us and subject to such processes, conditions and/or requirements as we may require.
- (m) You shall not be allowed to cancel an EDP+ unless you have complied with all conditions and/or requirements as we may require, including the execution of any indemnity (in such form and substance acceptable to us) in our favour and the furnishing of a police report. You shall only be entitled to cancel the EDP+ through such channels as we may prescribe. Any refund of the EDP+ Amount arising from such cancellation shall be subject to our discretion. Any such refund approved by us shall be made by a credit of the EDP+ Amount (less all applicable fees, charges, costs and expenses) to any of your Accounts.
- (n) An EDP and the EDP Payee's notification or receipt of the EDP, does not impose nor should be construed as imposing, an obligation on us enforceable by you or the EDP Payee to pay or guarantee the payment of, the EDP Amount or the EDP+ Amount (as the case may be) to the EDP Payee.
- (o) We shall be entitled, at our discretion, to reject or refuse to accept or process or to cancel any EDP Instruction without any prior notice and shall not be required to give any reason for the same.
- (p) We reserve the right to impose charges or to revise at any time such charges for the use of the EDP Scheme or otherwise upon written notice to you. Such charges or revisions shall take effect from the date stated in the notice and shall be non-refundable. Where you continue to access or use the EDP Scheme after such date, you shall be deemed to have agreed to and accepted such charges or revisions to such charges. You are responsible for ensuring that the Account that you choose to create an EDP from has sufficient funds available for debiting the full EDP Amount or EDP+ Amount (as the case may be) together with all applicable fees and charges payable at the time of debiting by us.



12.3 Terms applicable to you when you receive an EDP (as the EDP Payee) from an EDP Payer

- (a) Subject to Clauses 12.3(d) and (e) below or as otherwise prescribed by us, you are required to submit an EDP Instruction to us to present the EDP received by you (as the EDP Payee) for payment. Once such EDP Instruction has been submitted to us, it will be deemed irrevocable and you will not be able to withdraw, revoke, cancel or make any changes to such EDP Instruction save as otherwise prescribed by us.

For the avoidance of doubt, we shall not be under any obligation to issue you with any reminders for the presentment of any EDP received by you as the EDP Payee. You shall be solely responsible for ensuring that you present the EDP for payment during its applicable Validity Period. We shall not be liable in any way to you or any other person for your failure to present an EDP for payment during its Validity Period.

- (b) **EDP may be rejected after presentment by you as the EDP Payee:** (in the case of an EDP other than an EDP+) after you have submitted an EDP Instruction to us to present an EDP for payment into your Account, the EDP may be rejected by the Payer Bank and payment will not be made to you if, at any point from presentment until settlement:

- (i) the EDP Payer's bank account with the Payer Bank is closed, inactive, dormant, suspended, frozen or terminated by the Payer Bank for any reason whatsoever;
- (ii) the Payer Bank is restricted by Applicable Law, business practice, policy, procedure, direction by any regulatory authority or contract to make such payment or if the Payer Bank is required to comply with any court order (including any injunction, winding-up or bankruptcy order);
- (iii) bankruptcy, winding-up or other insolvency proceedings or procedures have been commenced in respect of the EDP Payer;
- (iv) the EDP Payer's bank account with the Payer Bank has insufficient balance for the Payer Bank to debit the full EDP Amount and all applicable fees and charges payable;
- (v) the Payer Bank has determined or has reason to believe that the EDP Payer is in breach of any applicable terms of agreement governing the use of EDP between Payer Bank and EDP Payer;
- (vi) the EDP cannot be verified in the Payer Bank's records; or
- (vii) any technical or operational reason, or any other reason preventing the processing or completion of the EDP presentment, verification or acceptance by the Payer Bank under the EDP Scheme.

The above grounds may not be exhaustive.

Neither we nor the Payer Bank shall have an obligation to notify you on the grounds of rejection of any EDP.

- (c) **EDP+ may be rejected after presentment by you as the EDP Payee in certain scenarios:** Without prejudice to Clause 12.2(o) above, (in the case of an EDP+) the EDP+ may be rejected by the Payer Bank and payment will not be made to you if:

- (i) the EDP Payer's bank account with the Payer Bank is closed, inactive, dormant, suspended, frozen or terminated by the Payer Bank for any reason whatsoever;



- (ii) the Payer Bank is restricted by Applicable Law, business practice, policy, procedure, direction by any regulatory authority or contract to make such payment or if the Payer Bank is required to comply with any court order (including any injunction, winding-up or bankruptcy order);
- (iii) bankruptcy, winding-up or other insolvency proceedings or procedures have been commenced in respect of the EDP Payer;
- (iv) the Payer Bank has determined or has reason to believe that the EDP Payer is in breach of any applicable terms of agreement governing the use of EDP between Payer Bank and EDP Payer;
- (v) the EDP+ cannot be verified in the Payer Bank's records; or
- (vi) any technical or operational reason, or any other reason preventing the processing or completion of any requisite steps relating to the verification or acceptance of the EDP+ by the Payer Bank under the EDP Scheme.

The above grounds may not be exhaustive.

Neither we nor the Payer Bank shall have an obligation to notify you on the grounds of rejection of any EDP+.

- (d) For any EDP (including any EDP+), an EDP may only be presented for payment by you (as the EDP Payee) through us during the Validity Period of the EDP, subject to: (a) any cancellation by the EDP Payer; (b) rejection by you (as the EDP Payee); and/or (c) rejection of any EDP Instruction by the Payer Bank, through such channels as may be made available by us for this purpose. If the EDP (including any EDP+) is not presented for payment within the Validity Period, that EDP will automatically expire and cease to have effect and can no longer be presented for payment by you.
- (e) If an EDP Instruction and your presentment of an EDP (as the EDP Payee) cannot be or is not successful for any reason, neither we nor the Payer Bank shall be liable to you (as the EDP Payee) or the EDP Payer in respect of the unsuccessful EDP.
- (f) You hereby acknowledge and agree that:
 - (i) an EDP and your notification or receipt of the EDP does not impose, nor should be construed as imposing an obligation, on the Payer Bank enforceable by you to pay or guarantee the payment of the EDP Amount or the EDP+ Amount (as the case may be) to you;
 - (ii) each EDP is non-transferable and shall not be sold, conveyed, assigned, delegated, charged, pledged or otherwise transferred or given as security.
- (g) The EDP shall be considered unsuccessful if the EDP Amount or the EDP+ Amount (as the case may be) fails to be credited into your Account for any reason (whether by reason of a failure in such fund transfer system utilised under the EDP Scheme, or otherwise).
- (h) **Rejection of EDP by you (as the EDP Payee):** you can only reject an EDP (and not an EDP+) through such channels as may be made available by us and subject to such conditions and/or requirements as may be imposed on the EDP Payer by the Payer Bank.



- (i) **Rejection of EDP+ by you (as the EDP Payee):** you can only reject an EDP+ through such channels as may be made available by us and subject to such conditions and/or requirements as may be imposed on the EDP Payer by the Payer Bank.
- (j) **Notifications:** We shall be entitled to send such notifications relating to any EDP to you as the EDP Payee as may be determined by us from time to time, through such channels as may be made available by us.
- (k) **Auto-presentation of EDP:** EDP Payee may elect, through such channels as may be made available by us for such EDP Payee, for EDPs received by such EDP Payee to be automatically presented by the Payee Bank for payment to the EDP Payee in accordance with Clauses 12.3(c) to (j).
- (l) For any EDP, you agree to inform us immediately of any notification that you are a recipient and payee of any EDPs in respect of which you believe or have reason to suspect: (i) you are not the intended recipient; or (ii) that the EDP Amount or the EDP+ Amount (as the case may be) constitute, in whole or in part, directly or indirectly, benefits of criminal or illegal conduct. You understand that failure to do so may result in the commission of a criminal offence. Where you have not so notified us, you shall be deemed to represent and warrant that you are the intended recipient and beneficiary of the EDP Amount or the EDP+ Amount (as the case may be).
- (m) For any receipt of moneys through the EDP Scheme, you (as the EDP Payee) agree to inform us immediately of any transfers in respect of which you believe or have reason to suspect: (i) you are not the intended recipient; or (ii) that the EDP Amount or EDP+ Amount (as the case may be) constitute, in whole or in part, directly or indirectly, benefits of criminal or illegal conduct. You understand that failure to do so may result in the commission of a criminal offence. Where you have not so notified us, you shall be deemed to represent and warrant that you are the intended recipient and beneficiary of the EDP Amount or the EDP+ Amount (as the case may be).

12.4 General

- (a) All fund transfers using the EDP Scheme will be processed, cleared and settled via such fund transfer system as may be agreed by the Participating Banks, the Scheme Owner and the Operator from time to time.
- (b) You acknowledge that if your access to or use of the EDP Scheme is in breach of any applicable terms and conditions, we may immediately disable your access to and/or use of the EDP Scheme without notice to you and to take all such action as we consider appropriate, desirable or necessary.
- (c) You acknowledge and agree that we (through the Operator or otherwise) may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the EDP Scheme (including in connection with unplanned downtime or scheduled maintenance) and shall not be liable if any such upgrade, modification, suspension or alteration to or discontinuation of the EDP Scheme prevents you from using or accessing the EDP Scheme and/or any part or feature thereof, or causes any delay or unsuccessful transfer of funds to you pursuant to the EDP Scheme or to any intended recipient of an EDP Amount under an EDP Instruction.



- (d) You acknowledge and agree that we are not involved in, and are not responsible for, any instructions, transactions or communications made between you and any of your payees or, as the case may be, payers (including customers and/or corporate clients) involving the access to and/or use of the EDP Scheme.
- (e) To effect and process any EDP and EDP+ payment transactions whether initiated by you or where you are the intended beneficiary or recipient, you give us (including our agents and their sub-contractors) consent to disclose: -
 - (i) your name (including your account name);
 - (ii) your account number/unique reference number;
 - (iii) your registered address, unique entity number, date and/or place of incorporation or establishment; and
 - (iv) any other information required in connection with the payment.

13. Call Centre Service

- 13.1 The Call Centre Service is the service by which you and/or Authorised Person may perform banking transactions and obtain information and services from us through the telephone or other equipment with or without assistance of our staff.
- 13.2 Instructions given to us through the Call Centre Service shall be deemed irrevocable and binding on you once it is received by us.
- 13.3 You 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 you or any Authorised Person has not signed any form or made any written request for the Service or the Account(s).
- 13.4 If we receive Instructions through the Call Centre Service outside Banking Hours or not on a Business Day, we are entitled to execute such Instructions on the next Business Day.

14. Contracts (Rights of Third Parties) Act

In connection with Clause 18 of the General Terms, a person who is not a party to the Customer Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of the Customer Agreement or any Product Addendum.

15. Rights and Remedies

Our rights and remedies under this Country Addendum are cumulative, and are without prejudice and in addition to, any other rights and remedies which we may have under the General Terms, 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.

16. Service of Process

Service of any process or document, by which any proceedings in any court in Singapore may be commenced, may be effected by us in any manner permitted for communications in the Customer Agreement.



17. Definitions

CTS means Cheque Truncation System;

CTS Articles means instruments drawn on a bank in Singapore payable in any currency approved by the competent authorities or bodies and Image Return Documents or such other items as the operator of the CTS may prescribe from time to time and from which data encoded on such CTS Articles, unique identification codes and other information and data derived from such CTS Articles electronic images thereof are generated for clearing by CTS and referred to as "CTS Items";

CTS Bye-Laws means the Bye-Laws of the Singapore Clearing House Association in respect of the CTS and includes all additions, amendments and revisions thereto effected from time to time;

CTS Cheque means any CTS Article which appears to have been signed, issued or drawn by you on us;

CTS Image means a CTS Item in image format, including electronic images of CTS Articles;

EDP Payer means a customer of any Participating Bank who is the creator and payer of an EDP;

EDP Payee means a customer of any Participating Bank who is the recipient and payee of an EDP;

EDP and EDP+ means an electronic deferred payment transaction created by a payer via a Participating Bank for payment of such electronic deferred payment transaction to be made to a payee of a Participating Bank after successful presentment in the manner prescribed under the EDP Scheme. A reference to "EDP" shall in this Customer Agreement unless the context does not permit, include a reference to "EDP+". For the avoidance of doubt, where "EDP" and the Electronic Deferred Payment Scheme are renamed to such other name as may be designated by the Scheme Owner from time to time, all references to "EDP" in this Customer Agreement shall be construed to refer to such new name;

EDP Instruction means any instructions, directions, communications or requests in relation to EDP sent, through such channels as may be made available by us, by you or your Authorised Person;

EDP Scheme means the electronic deferred payment scheme designated or known as "Electronic Deferred Payment Scheme" (or such other successor or replacement name as may be designated by the Scheme Owner from time to time), including the services, content and functions made available by us to you in relation to such scheme;

FAST means a FAST Credit Transfer governed by our Terms and Conditions Governing the Application for FAST Credit Transfer;

GIRO means "General Interbank Recurring Order", a payment rail managed by the Singapore Clearing House Association;

Image Return Document means an image return document as defined in the Bills of Exchange Act 1949 of Singapore;

Name means the name or masked name of the Registered PayNow User;

Nickname means the nickname or alias of the Registered PayNow User as designated under PayNow;

Operator means the operator of the EDP Scheme appointed by the Scheme Owner;

Participating Applicant means a person or entity who uses or desires to use the EDP Scheme;

Participating Applicant Bank means the Participating Bank with whom the Participating Applicant opens and maintains a bank account to use the EDP Scheme;



Participating Bank means an entity which is for the time being entitled to participate in the EDP Scheme. A current list of such entities is available at www.abs.org.sg;

Payee Bank means (1) in the case where you are the EDP Payee, us; or (2) in the case of an EDP Payee who is a customer of a Participating Bank other than us, such Participating Bank of the bank account which the EDP will be credited into;

Payer Bank means (1) in the case where you are the EDP Payer, us; or (2) in the case of an EDP Payer who is a customer of a Participating Bank other than us, such Participating Bank of the bank account which the EDP will be issued from;

Proxy means a unique identifier of the EDP Payee (such as the UEN or UEN plus suffix combination of the EDP Payee or the EDP Payee's mobile number or NRIC / FIN, as the case may be) designated as such by Payee Bank where applicable and registered as such under PayNow;

Registered PayNow User means a registered user under PayNow, with a participating bank under PayNow;

Scheme Owner means the owner of the EDP Scheme for the time being;

Settlement Arrangement means the arrangement made between us and the Monetary Authority of Singapore and in accordance with the regulations of Singapore Clearing House Association and all other arrangements made between us and the Monetary Authority of Singapore with respect to the clearing and settlement of the CTS Articles;

UEN refers to the Unique Entity Number which serves as a standard identification number for an entity and which is issued by the applicable Unique Entity Number issuance agencies.

