

Product Addendum OCOE Open Bidding Terms ("OCOE Terms")

1. Applying for OCOE Service ("OCOE Service")

- 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 You agree to follow all terms, conditions, procedures, and instructions for using our OCOE Service and our Customer Agreement.
- 1.4 In the event of any conflict or inconsistency between any of the provisions of these OCOE Terms and any of the provisions of the Customer Agreement, the provisions of these OCOE Terms will prevail to the extent necessary to give effect to these OCOE Terms.
- 1.5 The OCOE Service supplements the banking and other facilities, services, and products we provide by allowing you by allowing you to submit and revise bids for Certificate of Entitlements (COEs) to Land Transport Authority of Singapore (LTA) through the electronic medium of the internet. You agree that the Application-ID, API-Key, and Client-ID issued to authorised users will enable any one of them to operate your Accounts individually. Any existing mandate requiring two or more authorised users to operate your Accounts will not apply when using OCOE Service.

2. Definitions

- 2.1 "COE" means the Certificate of Entitlement issued by the LTA.
- 2.2 "COE Bid" means the Bid submitted by You for a COE.
- 2.3 "Deposit" means the minimum deposit payment required by the LTA to be made when the COE Bids are tendered.
- 2.4 "Designated Account(s)" means the Account(s) designated by you in the OCOE Service Registration Form (and in default of such designation by you, any of your account as the Bank may designate) in order to utilise OCOE Service and to and from which may be charged and deducted the Deposit, fees, costs, charges, expenses and interests that we may impose from time to time for the use of OCOE Service, including without limitation, subscription fees and any additional fees for selected transactions/services.
- 2.5 "LTA" means the Land Transport Authority of Singapore.
- 2.6 "LTA terms and conditions and instructions" means all such conditions, restrictions, requirements and regulations as may be issued by the LTA from time to time relating to or in connection with the system of COE Open Bidding, and all revisions as may be made from time to time.



- 2.7 "subscription fees" means such fees and charges as we may levy from time to time on a periodic basis for the use of the OCOE Service.
- 2.8 "Third Party" means any person who is not you.
- 2.9 "JWT" stands for JSON Web Token, a digital signature standard.
- 2.10 "OCOE Service" means the on-line service provided by us through which you may submit bids for COE(s) upon payment of a Deposit.

3. Operation of OCOE Service

Your Instruction

- 3.1. Your Instructions to the Bank to bid for COEs via the OCOE Service must be received by us by the time and/or date determined by us from time to time.
All such Instructions given via the OCOE Service shall be irrevocable and binding on You upon transmission to us.
- 3.2. The Deposit shall be debited from the Designated Account immediately upon our receipt of your Instructions through the OCOE Service and shall be retained by us pending the outcome of the COE Bid. If your COE Bid is successful, we shall forward the Deposit to the LTA. If your COE Bid is unsuccessful, we will on receipt of confirmation from LTA refund the Deposit to the Designated Account.
- 3.3. We are under no obligation to honour any Instructions for submission and/or revision of COE Bids to LTA unless there are sufficient available funds in the Designated Account at the time of receipt of your Instructions.
- 3.4. The You shall notify us immediately upon receipt of incomplete, garbled or inaccurate data or information from us.
- 3.5. The You shall notify us immediately upon receipt of any data or information not intended for the You. You agree that all such data or information shall be deleted from your computer system immediately.
- 3.6. We are under no obligation to honour any instructions and shall be entitled to refuse to act on them without incurring any liability whatsoever if:
 - 3.6.1 The funds in the Designated Account are insufficient to pay for the Deposit, any fees, costs, charges, expenses and interests that may be imposed by us from time to time for the use of the OCOE Service;
 - 3.6.2 The Designated Account is frozen or if it is closed and a new or existing account with any UOB Group Bank has not been opened or selected and designated as the Designated Account;
 - 3.6.3 The execution of the Instructions will cause the balance in the Designated Accounts to exceed the credit or available limit; or
- 3.7. You shall be under a duty to check regularly the status of the instructions processed or being processed by us.



- 3.8. Where the total amount of the transactions in the Instructions exceeds the credit or available balance in the Designated Account, we shall be entitled, at our absolute discretion, and without giving any prior notice or reason therefor, to determine whether to execute the Instructions and if so which of such transactions in the Instructions we will execute in whole or in part, irrespective of the dates or times of despatch and receipt of the Instructions. We shall not be liable for any loss or damage suffered or incurred by you arising from or in connection with us acting in any manner herein.

4. Amendment of Your Instructions

We are not obliged to act on your request to amend any COE Bid after it has been transmitted to us. Should we decide to act on your request to amend any COE Bid, we shall not be liable to you if the amendment is not effected promptly or at all for whatever reasons. We shall not be taken to have received or to have notice of any such request to amend a COE Bid from you until we acknowledge such receipt.

5. Limits

- 5.1. We reserve the right at any time without notice to set, vary or cancel limits for any transaction types, facilities and services through the OCOE Service, whether in monetary or numerical terms and otherwise, and to vary their frequencies and availability period.
- 5.2. We may at any time limit, cancel or suspend the OCOE Service in whole or in part without prior notice or liability to the you and add, withdraw or change the types of transactions that may be available or carried out through the OCOE Service.

6. No Warranty

- 6.1. Where we provide You with any third party information, You acknowledges and agrees that we do not thereby warrant the accuracy or completeness of any such third party information. We reserve the right to issue any combination of letters, numerals and/or symbols for API credentials.
- 6.2. Neither we, or any of our Branches, affiliate or subsidiary, any relevant internet service provider or information provider nor any other software supplier makes any express, implied or statutory warranty whatsoever relating to the OCOE Service, the direct access software or services or browser including but not limited to any warranty of merchantability, fitness for a particular purpose or non-infringement of third party proprietary or intellectual property rights or that they are free of errors, viruses, worms & other contaminants including any codes or instructions that may be used to access, modify, delete or damage any data files or other computer programmes used by the You.
- 6.3. We do not warrant the accuracy, adequacy or completeness of the information and material (including all text, graphics and links to other websites) contained in the OCOE Service.
- 6.4. Although we shall use reasonable endeavours to maintain the OCOE Service, we do not warrant the security or confidentiality of any information transmitted through any relevant internet service provider, network system or such other equivalent system in any jurisdiction via the OCOE Service, and shall not be responsible for any cessation, interruption or delay in transmission or any wrongful interception of any Instruction or any other information relating to you.



7. **Electronic Mail Service**

7.1. We make no representation or warranty as to the correctness or accuracy of any advice or information (whether financial or otherwise) that may be available on the OCOE Web Pages or the electronic mail service. You agree to take independent steps to verify the correctness or accuracy of any such advice or information before acting on the same. We shall not be liable for any loss or damage whatsoever and howsoever caused and in any way arising from or in connection with your gratuitous reliance on such advice or information.

8. **Availability of OCOE Service**

The hours of operation of the OCOE Service are subject to change without prior notice. We shall use reasonable endeavours to ensure that the OCOE Service will be available during the times set out in the OCOE Service User Guide as amended from time to time without notice PROVIDED that nothing herein shall be considered or be deemed as a warranty by us that the OCOE Service will be available (whether uninterrupted or available at all) during such specified times.

Notwithstanding anything to the contrary, we may at any time, in its discretion and without prior notice, temporarily suspend the operations of the OCOE Service for updating, maintenance and upgrading purposes, or any other purposes whatsoever that we deem fit, without being liable for any consequence arising from such suspension.

9. **Fees, Charges and Right of Debt**

9.1. If the Designated Account is closed, we may select an existing Account of yours with any UOB Group Bank and designate it as the Designated Account for the purposes of the OCOE Service. Such designation will take effect within a reasonable time according to our prevailing practice until such time as the you notify us in writing that you wish to designate a different Account as the Designated Account.

9.2. You irrevocably authorise us to debit all fees, costs, charges, expenses, interests and other amounts which are payable to the Bank or recoverable from you under these OCOE Terms to the Designated Account and/or any of the Accounts at such times as we may determine, notwithstanding that such debiting may result in an overdraw on such Account(s).

10. **Termination**

You may terminate this Agreement upon the giving of thirty (30) days notice in writing to us.

11. **Disclosure of Information**

You agree that we may divulge or reveal to any UOB Group Bank and/or any of the subsidiaries of the UOB Group Banks, and/or to the LTA as we think appropriate, any information whatsoever regarding You or the Accounts or any of the Your other Account(s) whatsoever maintained by the You with us or any other UOB Group Bank for any purposes whatsoever as we consider appropriate, necessary or desirable and including but not limited to any person or organisation providing any service to our customers, whether in Singapore or outside Singapore for the purpose of providing the said service, investigating discrepancies, errors or claims, or for the purposes of upgrading or maintenance of the OCOE Service, printing of any documents or for effecting or executing your Instructions or otherwise relating to the provision of the OCOE Service.



12. Indemnity by You

12.1. You shall indemnify us for all and any loss, damage, expense, liability, claim or cost (including all legal cost on an indemnity basis) to which we may howsoever be subjected to in relation to our functions, actions, omissions, services, & obligations with respect to the OCOE Service or anything under this Agreement and including but not limited to those in connection with or arising from:

12.1.1 The recovery or attempt to recover by us from the You of any moneys due to us or the enforcement by us of these OCOE terms.

13. Rights and Remedies

13.1. Our rights and remedies under these OCOE 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.

