

**ADDITIONAL TERMS AND CONDITIONS GOVERNING ACCOUNTS AND SERVICES
(NON-INDIVIDUAL CUSTOMERS)**

(A) TERMS AND CONDITIONS FOR SINGAPORE DOLLAR & FOREIGN CURRENCY TIME/FIXED DEPOSIT ACCOUNTS

1. Additional Terms

The terms and conditions set out in this Part (A) ("Additional Terms") supplement and are additional to the Terms and Conditions Governing Accounts and Services ("Conditions"). The Additional Terms shall be read together with the Conditions and shall be considered an integral part of the Conditions.

Unless the context otherwise requires or the Additional Terms expressly provide otherwise, all words and expressions as defined in the Conditions shall have the same meanings when used or referred to herein and expressions shall have the meanings ascribed to them respectively when used herein and in the Conditions.

In the event of any conflict or inconsistency between any of the Additional Terms with any of the Conditions as supplemented by the Additional Terms, these Additional Terms shall prevail and the Conditions as supplemented by these Additional Terms, shall be deemed to have been amended to the extent necessary to give effect to the Additional Terms.

2. Deposits

- 2.1 The minimum initial deposit and subsequent placements shall be such amounts, and the minimum maturity period shall be such period, as determined by the Bank from time to time. A time or fixed deposit advice is merely an advice of placement of a time or fixed deposit. It is not a document of title or receipt.
- 2.2 Deposits are placed for value on a Business Day in accordance with the prevailing market practice or as determined by the Bank from time to time.
- 2.3 Instructions to change the period of deposit must be received by the Bank at least two (2) Business Days before the maturity date. If there are no written instructions to renew the deposit, the Bank may (but shall not be obliged to) renew on maturity date the amount of the deposit and any interest accrued thereon which has not been withdrawn, for the same period as the immediate preceding deposit period or for such period, at such interest rates and upon such terms and conditions as the Bank may deem fit from time to time.
- 2.4 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date is subject to the Bank's right to recover the interest by debiting the Account or by other means if the deposit is withdrawn before maturity date.
- 2.5 When a deposit would otherwise mature on a date that is not a Business Day, the maturity date of the deposit will be carried forward to the following Business Day. The definition of a "Business Day" shall be any day when the bank is open for banking business and shall exclude Sundays and Public Holidays in Singapore.
- 2.6 **CAUTION:** 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, the Customer is bound by it and may not change or cancel the transaction.

3. Withdrawals

- 3.1 Subject to Clause 3.2 of these Additional Terms below, the Customer is entitled to effect withdrawals only on maturity of the deposit.
- 3.2 **CAUTION:** Premature withdrawals may result in the original principal amount being reduced.
- (a) Premature withdrawals (whether in whole or in part) may be made only with the Bank's consent and upon such terms as the Bank may in its absolute discretion impose from time to time, including (without limitation) no payment of interest, recovery of interest paid, payment of the Bank's cost of replacing funds, and/or the payment of fees as damages for breach of contract.
- (b) Where in the opinion of the Bank, premature withdrawals have to be effected due to imposition of or change in laws, rules or regulations, or any acts by any government (whether recognised or unrecognised), 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 whatsoever (including monetary union among countries), involuntary transfers or restraints of any kind, the Bank shall have the right in its absolute 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 the Bank.

(B) TERMS AND CONDITIONS FOR GLOBAL CURRENCY ACCOUNTS

1. Additional Terms

The terms and conditions set out in this Part (B) ("Additional Terms") supplement and are additional to the Terms and Conditions Governing Accounts and Services ("Conditions"). The Additional Terms shall be read together with the Conditions and shall be considered an integral part of the Conditions.

Unless the context otherwise requires or the Additional Terms expressly provide otherwise, all words and expressions as defined in the Conditions shall have the same meanings when used or referred to herein and expressions shall have the meanings ascribed to them respectively when used herein and in the Conditions. In the event of any conflict or inconsistency between any of the Additional Terms with any of the Conditions as supplemented by the Additional Terms, these Additional Terms shall prevail and the Conditions as supplemented by these Additional Terms, shall be deemed to have been amended to the extent necessary to give effect to the Additional Terms.

2. Credit Line

2.1 Where the Customer maintains a fixed or time deposit Account with the Bank ("Deposit Account"), the Customer may apply on the Bank's prescribed form for a credit line. The Bank may grant to the Customer a credit line subject to such limit and upon such terms as the Bank may in its absolute discretion deem fit, Provided that the Deposit Account is not already pledged or charged as security to any party or otherwise encumbered in any way.

2.2 The Bank may, without affecting its rights, at any time and from time to time without notice to the Customer, determine or vary the credit line.

2.3 The Customer hereby irrevocably authorises the Bank to automatically renew the deposits in the Deposit Account upon maturity for a similar period at the prevailing rate, without notice to the Customer.

2.4 The Customer 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, the Customer may withdraw such part of the Deposit Account which is in excess of the outstanding amount, whereupon the Bank may adjust the credit limit.

2.5 The term "Deposit Account" used herein shall include Singapore Dollar and foreign currency fixed or time deposit accounts.

3. **CAUTION:** For foreign currency deposits, bank charges and adverse exchange rates movements could erase interest earnings or reduce the original principal amount. Once the foreign exchange rate is contracted, the Customer is bound by it and may not change or cancel the transaction.

(C) TERMS AND CONDITIONS FOR CHEQUE TRUNCATION SYSTEM ("CTS")

1. Terms for CTS

The terms and conditions set out in this Part (C) ("Terms for CTS") supplement and are additional to the Terms and Conditions Governing Accounts and Services ("Conditions"). These Terms for CTS shall be read together with the Conditions and shall be considered an integral part of the Conditions.

Unless the context otherwise requires or these Terms for CTS expressly provide otherwise, all words and expressions as defined in the Conditions shall have the same meanings when used or referred to herein and expressions shall have the same meanings ascribed to them respectively when used herein and in the Conditions. In the event of any conflict or inconsistency between any of these Terms for CTS with any of the Conditions as supplemented by these Terms for CTS, these Terms for CTS shall prevail and the Conditions as supplemented by these Terms for CTS, shall be deemed to have been amended to the extent necessary to give effect to these Terms for CTS.

2. Collecting/Presenting Bank

2.1 The Bank may (but shall not be obliged to) submit for CTS Clearing and/or Settlement and payment in accordance with the CTS Bye-Laws and Settlement Arrangement all SGD CTS Articles presented by the Customer to the Bank for collection.

2.2 The Bank shall not be obliged to return any SGD CTS Article presented by the Customer to the Bank for collection notwithstanding that such SGD CTS Article or the CTS Image Item of such SGD CTS Article has been dishonoured or that payment thereon has been refused on presentation of the CTS Image Item of such SGD CTS Article in accordance with the CTS Bye-Laws provided nevertheless that:

- (a) in the event that any such SGD CTS Article has been dishonoured after presentation by the Bank for CTS Clearing and/or Settlement, the Bank shall provide the Customer with an IRD of the SGD CTS Article; and
- (b) in the event that the Bank is able to return and decides to return the SGD CTS Article to the Customer:
 - (i) the Customer shall pay the Bank a fee of such amount as the Bank may reasonably prescribe for the return of the SGD CTS Article; and

- (ii) where the Bank has provided the Customer with an IRD of such SGD CTS Article, the Customer shall return the IRD to the Bank in exchange for the return of the SGD CTS Article to the Customer failing which the Bank may refuse to return the SGD CTS Article.
- 2.3 The Bank shall not be obliged to replace any IRD of any SGD CTS Article provided to the Customer which has been misplaced or lost.
- 2.4 The Customer shall not present any IRD of any SGD CTS Article to any person (other than the Bank) for collection or payment. The Bank may reject any altered, mutilated or defaced IRD presented by the Customer to the Bank for collection or payment.
- 2.5 Where the Bank credits any account of the Customer with the amount of any SGD CTS Article presented to the Bank for collection:
- (a) the Customer shall not be entitled to withdraw or transfer the amount so credited and the amount so credited shall not constitute the available balance on the account before the Bank receives full payment of the amount of the SGD CTS Article unless the Bank otherwise permits or agrees; and
- (b) the Bank shall be entitled to debit the account with the amount so credited in any of the following events regardless of whether the amount so credited has become part of the available balance of the account in the event that: the SGD CTS Article or the CTS Image Item of the SGD CTS Article presented for CTS Clearing and/or Settlement is dishonoured for any reason; or
- (i) the SGD CTS Article or the CTS Image Item of the SGD CTS Article presented for CTS Clearing and/or Settlement is dishonoured for any reason; or
- (ii) the Bank is required by or liable under the CTS Bye-Laws or any of the CTS Agreements to refund or make any payment to any person in respect of the amount paid and collected by the Bank on the SGD CTS Article or the CTS Image Item of the SGD CTS Article.
- 2.6 The Bank may retain for such period as the Bank considers appropriate the SGD CTS Article presented by the Customer to the Bank for collection and may destroy them at any time after the end of the period and shall not be liable to the Customer for any loss, damage or destruction of any of those SGD CTS Articles howsoever caused whilst in the custody of the Bank or any contractor or service provider of the Bank.
- 2.7 The Bank may (but shall not be obliged to) mark any CTS Item relating to any SGD CTS Article at the request of the Customer and may impose or charge the Customer such fee therefore as the Bank may determine.

3. Paying Bank

- 3.1 The Bank shall be entitled:
- (a) to honour and make payment on any Customer SGD CTS Article:
- (i) presented in the manner provided in Section 89 (1) of the Bills of Exchange Act or in the form of a CTS Image File for CTS Clearing and/or Settlement in accordance with the CTS Bye-Laws and the Settlement Arrangement; or
- (ii) which by the CTS Bye-Laws and or any CTS Agreements, the Bank is obliged to honour or make payment in respect of the Customer SGD CTS Article or a CTS Image Item of the Customer SGD CTS Article; and
- (b) to debit any account of the Customer with the Bank the amount paid by the Bank on the Customer SGD CTS Article or to require the Customer to reimburse the Bank the amount so paid by the Bank, in which event the Customer shall immediately reimburse the Bank the amount so paid by the Bank.
- 3.2 The Bank shall not be obliged:
- (a) to require the delivery to the Bank of any Customer SGD CTS Article or a CTS Image Item of the Customer SGD CTS Article presented for CTS Clearing and/or Settlement before or after the Bank honours or makes payment on it; and
- (b) to return to the Customer any Customer SGD CTS Article or a CTS Image Item of the Customer SGD CTS Article presented for CTS Clearing and/or Settlement which the Bank had honoured or on which the Bank had made payment. Where the Customer requests for the return of any such Customer SGD CTS Article on which the Bank has made payment, the Bank may (but shall not be obliged to) request the Presenting Bank to retrieve the Customer SGD CTS Article and the Customer shall pay the Bank the fee prescribed by the Bank for making the request and shall reimburse the Bank all fees and expenses incurred by the Bank in securing the return of the Customer SGD CTS Article.
- 3.3 The Customer shall not draw any cheque, bill of exchange, instrument or document on the Bank or on any account of the Customer with the Bank except in the form and on such paper printed in accordance with such specifications as the Bank may approve or in the form and on paper provided by the Bank to the Customer for the purpose and the Bank shall be entitled to dishonour any cheque, bill of exchange, instrument or document which is drawn in contravention of this provision.
- 3.4 Notwithstanding any agreement or instruction of the Customer to the contrary, the Bank shall be entitled to honour and pay on any Customer SGD CTS Article which has been signed without any stamp or seal of the Customer and shall be entitled to dishonour and reject any Customer SGD CTS Article which bears the stamp or seal of the Customer.

4. Dispatch of IRD and Customer SGD CTS Article to Customer

- 4.1 The Bank may dispatch any IRD of any SGD CTS Article or any Customer SGD CTS Article to the Customer in any manner as the Bank may consider appropriate and at the risk of the Customer. The Bank shall not be liable to the Customer for any loss of any such IRD or Customer SGD CTS Article occurring after it has been posted to the Customer by pre-paid post or dispatched by any courier selected by the Bank. The Customer

shall reimburse the Bank in respect of all fees and expenses incurred by the Bank in posting, dispatching or sending to the Customer any IRD of any SGD CTS Article or Customer SGD CTS Article in such manner selected by the Bank.

5. Exclusion of Liability

5.1 The Bank shall not be liable to the Customer for any loss, damage or liability caused by or arising from any one or more of the following events or matters, howsoever caused or occurring:

- (a) any virus, default, defect, deficiency or malfunction in and/or any breakdown, disruption or failure of any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by the Bank or any person for the purpose of or in connection with the CTS Clearing and/or Settlement;
- (b) the cessation or interruption of the availability or operation of services provided by the CTS Operator and/or the MAS in respect of CTS Clearing and/or Settlement;
- (c) any act, neglect or omission of the CTS Operator, the MAS, and/or any other person who provides any equipment or service required for or in connection with CTS Clearing and/or Settlement;
- (d) any payment by the Bank on any Customer SGD CTS Article or any CTS Image Item of the Customer SGD CTS Article presented for CTS Clearing and/or Settlement which has been altered or forged in any way and any debit by the Bank of the account of the Customer for amount of such payment;
- (e) the failure or refusal of the Bank to accept, honour and/or make payment on any Customer SGD CTS Article or any CTS Image Item of such Customer SGD CTS Article; and
- (f) any event, the occurrence of which is beyond the Bank's reasonable control, including fire, earthquake, flood, lightning, riots, strikes, lockouts, government action, war, disruption of electrical or power supplies.

5.2 Without prejudice to the generality of the foregoing and notwithstanding any provision to the contrary in the agreement comprising the Conditions and these Terms for CTS or in any other agreement between any Bank and the Customer, the Bank shall not in any event be liable to the Customer for any indirect or consequential loss or damages, or for punitive damages, whether arising from any breach of the Bank's obligations to the Customer or otherwise.

6. Definitions

The following words and expressions wherever used in these Terms for CTS shall have the meanings set out herein subject to Condition 8.1 of Section 8 of these Terms for CTS below.

"Bank Agreement" means the agreement between the Bank and the CTS Operator relating to provision to the Bank of Services for CTS, as defined in the CTS Bye-Laws;

"Bills of Exchange Act" means the Bills of Exchange Act, Chapter 23 of Singapore, and includes all additions, amendments and revisions thereto effected from time to time;

"Clearing House Regulations" means the Banking (Clearing House) Regulations made pursuant to the Banking Act, Chapter 19 of Singapore, and includes all additions, amendments and revisions thereto effected from time to time;

"CTS Agreements" means the Bank Agreement, Settlement Arrangement and any and all agreements between the Bank and any other persons or persons relating to Services for CTS and/or the CTS Clearing and/or Settlement;

"CTS Bye-Laws" means the Bye-Laws of the Singapore Clearing House Association in respect of Cheque Truncation System (SGD Clearing and Settlement) and includes all additions, amendments and revisions thereto effected from time to time;

"CTS Bye-Laws (Non-SGD Clearing)" means the Bye-Laws of the Singapore Clearing House Association in respect of Cheque Truncation System (Non-SGD Clearing and Settlement) and includes all additions, amendments and revisions thereto effected from time to time;

"CTS Clearing" has the same meaning as defined in the CTS Bye-Laws;

"CTS Image File" has the same meaning as defined in the CTS Bye-Laws;

"CTS Image Item" has the same meaning as defined in the CTS Bye-Laws;

"CTS Item" has the same meaning as defined in the CTS Bye-Laws;

"CTS Operator" means the person who is the Operator as defined in the CTS Bye-Laws;

"Customer SGD CTS Article" means any SGD CTS Article (including any cheque or bill of exchange) which appears or purports to have been signed, issued or drawn by or on behalf of the Customer on the Bank or on any account of the Customer with the Bank and including any instruction which purports to have been signed, issued or drawn by or on behalf of the Customer to make payment of or transfer any sum to any person out of any account of the Customer with the Bank;

"IRD" has the same meaning as defined in the CTS Bye-Laws;

"MAS" has the same meaning as defined in the CTS Bye-Laws;

"Non-SGD CTS Articles" shall mean "Articles" as the term is defined in the CTS Bye-Laws (Non-SGD Clearing);

"Section" means any section in these Terms for CTS;

"Settlement" means settlement of the Bank's position resulting from CTS Clearing;

"Settlement Arrangement" means the arrangement made between the Bank and the MAS and the Clearing House Regulations and all other arrangements made between the Bank and the MAS with respect to the clearing and settlement of the SGD CTS Articles;

"SGD" means Singapore dollars, which is the lawful currency of the Republic of Singapore;

“SGD CTS Articles” shall mean “Articles” as the term is defined in the CTS Bye-Laws; and
“USD” means United States dollars, which is the lawful currency of the United States of America.

7. Clearing and Settlement of Non-SGD CTS Articles

7.1 Where any Non-SGD CTS Article presented to the Bank for collection is denominated in USD and the currency of the account to which the Bank is required to credit the amount of the Non-SGD CTS Article is not USD, the provisions of Condition 2.5 of Section 2 of these Terms for CTS above shall apply to the crediting and debiting of the account as follows:

- (a) the Bank may convert the amount of the Non-SGD CTS Article into the currency of the account at the Bank’s rate of exchange prevailing at the time when the Bank receives the Non-SGD CTS Article for collection and credit the account with the amount derived from such conversion; and
- (b) the amount which the Bank shall debit pursuant to Condition 2.5(b) of Section 2 of these Terms for CTS above shall be the amount equal to the amount of the Non-SGD CTS Article converted at the Bank’s rate of exchange prevailing at the time when the Bank is notified of the occurrence of any of the events in sub-paragraphs (i) or (ii) of Condition 2.5 (b) of Section 2 of these Terms for CTS above.

7.2 Where any Non-SGD CTS Article presented to the Bank for collection is denominated in any currency other than USD and the currency of the account to which the Bank is required to credit the amount of the Non-SGD CTS Article is not the currency in which the Non-SGD CTS Article is denominated, the provisions of Condition 2.5 of Section 2 of these Terms for CTS above shall apply to the crediting and debiting of the account as follows:

- (a) the Bank may convert the amount of the Non-SGD CTS Article into the currency of the account at the paying bank’s rate of exchange prevailing at the time when the Bank receives the Non-SGD CTS Article for collection and credit the account with the amount derived from such conversion; and
- (b) the amount which the Bank shall debit pursuant to Condition 2.5(b) of Section 2 of these Terms for CTS above shall be the amount equal to the amount credited by the Bank pursuant to sub-paragraph (a) above.

8. Definitions of Non-SGD CTS Articles

8.1 The provisions of Sections 2 to 5 of these Terms for CTS above (excluding Condition 2.7 of Section 2 of these Terms for CTS) shall apply to Non-SGD CTS Articles and for this purpose, references in those Sections to the following terms shall have meanings set out below in lieu of the meanings defined in Section 6 of these Terms for CTS:

“Bank Agreement” means the agreement between the Bank and the CTS Operator relating to provision to the Bank of Services for CTS, as defined in the CTS Bye-Laws;

“Bills of Exchange Act” means the Bills of Exchange Act, Chapter 23 of Singapore, and includes all additions, amendments and revisions thereto effected from time to time;

“Clearing Account Agreement” means the agreement between the Bank and the relevant Settlement Bank relating to the provision of Services for Settlement, as defined in the CTS Bye-Laws (Non-SGD Clearing);

“CTS Agreements” means the Bank Agreement, Clearing Account Agreement and any and all agreements between the Bank and any other persons or persons relating to Services for CTS and or the CTS Clearing and/or Settlement;

“CTS Bye-Laws” shall be replaced with “CTS Bye-Laws (Non-SGD Clearing)”;

“CTS Clearing” has the same meaning as defined in the CTS Bye-Laws (Non-SGD Clearing);

“CTS Image Item” has the same meaning as defined in the CTS Bye-Laws (Non-SGD Clearing);

“CTS Image File” has the same meaning as defined in the CTS Bye-Laws (Non-SGD Clearing);

“CTS Operator” means the person who is the Operator as defined in the CTS Bye-Laws (Non-SGD Clearing);

“Customer SGD CTS Article” means any Non-SGD CTS Article (including any cheque or bill of exchange) which appears or purports to have been signed, issued or drawn by or on behalf of the Customer on the Bank or on any account of the Customer with the Bank and including any instruction which purports to have been signed, issued or drawn by or on behalf of the Customer to make payment of or transfer any sum to any person out of any account of the Customer with the Bank;

“IRD” has the same meaning as defined in the CTS Bye-Laws (Non-SGD Clearing);

“MAS” shall be replaced with “Settlement Bank”;

“Settlement Arrangement” shall be replaced with “Clearing Account Agreement”;

“Settlement Bank” has the same meaning as defined in the CTS Bye-Laws (Non-SGD Clearing); and “SGD CTS Articles” shall be replaced with “Non-SGD CTS Articles”.