

**1. MEMBERSHIP CRITERIA**

OCBC Bank may at any time and from time to time provide accommodation or extend banking services or privileges (“OCBC Premier Banking Service”) to a Customer who maintains at all times a minimum average monthly deposit balance of S\$200,000 with OCBC Bank or such other amount as OCBC Bank may decide from time to time in any of the Customer’s account(s) with OCBC Bank or to a Customer upon such other criteria as OCBC Bank may from time to time impose. OCBC Premier Banking Service may be extended to such Customer’s own use only.

**2. ORAL/WRITTEN INSTRUCTIONS**

2.1 Subject to the terms set out herein, from time to time, a Customer utilising OCBC Premier Banking Service (“the Customer”) may communicate or give OCBC Bank instructions or confirmations regarding the Customer’s accounts through telephone or by post, facsimile or telefax transmission or by electronic mails (“e-mails”).

2.2 OCBC Bank has the discretion to reject instructions, communication or confirmations given through the telephone or by facsimile or telefax transmission on any transaction or application (including transactions for the transfer, sale or other disposition of funds or assets or transactions for the purchase or redemption of investment products) , but where it does so act, the Customer shall be required to comply with such procedures and requirements as OCBC Bank may determine at its sole and absolute discretion. Where the Customer has communicated or given instructions in writing on any transaction or application (including transactions for the transfer, sale or other disposition of funds or assets or transactions for the purchase or redemption of investment products), OCBC Bank may (but shall not be obliged to) act on such written communication or instructions notwithstanding that the original copy(ies) of the written communication or instructions has/have not been sent to and/or received by OCBC Bank, provided that the Customer complies with such procedures and requirements as OCBC Bank may determine at its sole and absolute discretion. Instructions given through e-mails are only limited to non-financial matters and any communication or transactions that do not have any financial implications, unless OCBC Bank in its discretion agrees otherwise. OCBC Bank has the absolute discretion not to act on any e-mail communication or instructions made/given by the Customer.

2.3 OCBC Bank will act and shall be considered as being authorised to act on any communication or instructions communicated or purportedly communicated by the Customer or the Customer’s authorised persons, as advised to OCBC Bank from time to time, for and on behalf of the Customer to OCBC Bank over the telephone or in writing and signed or purportedly signed by the Customer or the Customer’s authorised persons or given or transmitted purportedly or given or transmitted by facsimile or telefax. In relation to telephone communication, instructions or confirmation, OCBC Bank may (but not bound) ask questions about the Customer in order to verify the Customer’s identity but OCBC Bank shall not be liable for any losses, damages, expenses, claims or liabilities suffered by the Customer as a result of OCBC Bank acting upon any telephone instructions, communication or confirmation so long as the person communicating any such telephone instructions, communication or confirmation appear on verification to be or purport to be the Customer or the Customer’s authorised persons. In relation to e-mail communication or instructions, OCBC Bank will act and shall be considered as being authorised to act on any e-mail communication or instructions which from time to time be or purport to emanate from the Customer’s internet email address specified to OCBC Bank (“specified e-mail address”). OCBC Bank has the absolute discretion not to act on or rely on any e-mail communication or instructions that do not emanate from the specified e-mail address and OCBC Bank shall not be liable for any losses, damages, expenses, claims or liabilities suffered by the Customer as a result of OCBC Bank not acting on any e-mail communication or instructions which do not emanate from the specified e-mail address.

2.4 OCBC Bank shall not be liable to the Customer for acting upon any communication or instructions communicated or purportedly communicated by the Customer or the Customer’s authorised persons to OCBC Bank over the telephone or e-mail or in writing and signed or purportedly signed by the Customer or given or transmitted purportedly or given or transmitted by facsimile or telefax notwithstanding that it is subsequently shown that such communication or instruction was not given by the Customer or the Customer’s authorised persons. Any risks of misunderstanding, any error or loss resulting from communication or instructions made/given by unauthorised persons or any error loss or delay resulting from the use of the post, facsimile, telefax, computer or telephone system are entirely the Customer’s risk for which OCBC Bank shall not be liable for.

2.5 The Customer authorises OCBC Bank to act on any communication or instructions made/given or purportedly made/given by the Customer or the Customer’s authorised persons when it is unspecified that such communication or instructions are a confirmation or a change of any previous communication or instructions made/given.

2.6 OCBC Bank may at any time refrain from acting promptly upon any communication or instructions made/given or purportedly made/given by the Customer or the Customer’s authorised persons in order to verify the authenticity thereof without incurring any responsibility for loss, liability or expense arising out of so refraining to act. OCBC Bank shall be entitled, but not obliged, to perform a call back to the Customer’s registered telephone number with OCBC Bank to confirm such instructions. If OCBC Bank is unable to successfully perform the call back, OCBC Bank may elect not to act on the instructions received.

2.7 The Customer agrees that communication or instructions made/given or purportedly made/given by the Customer or the Customer’s authorised persons may authorise any transfer, sale or other disposition of the funds or assets in the

Customer's account(s). OCBC Bank shall not be obliged to inquire as to the purpose of any transfer of funds or assets so authorised by any such instructions or identity of any transferee. For the avoidance of doubt, this Clause does not in any way whatsoever obligate OCBC Bank to act on any such communication or instructions if such communication or instructions were made/given by way of e-mail.

2.8 Notwithstanding the terms of any mandate or future mandate or other agreement or course of dealing between OCBC Bank and the Customer, OCBC Bank is requested and authorised to rely upon and act in accordance with any communication or instructions which may from time to time be or purport to be given by facsimile, telefaxed, e-mail or telephone instructions by the Customer or the Customer's authorised persons, for and on behalf of the Customer without inquiry on OCBC Bank's part as to the authority or identity of the person making or purporting to make such communication or facsimile, telefaxed, e-mail or telephone instructions and regardless of the circumstances prevailing at the time of such communication or facsimile, telefaxed, e-mail or telephone instructions. The e-mail, facsimile or telefaxed instructions or communication received by OCBC Bank and purporting to have been sent by the Customer or the Customer's authorised persons and/or any photocopy of same shall be conclusive evidence in any legal proceedings of the e-mail, facsimile or telefaxed instructions or communication given by the Customer or the Customer's authorised persons and of the fact that the e-mail, facsimile or telefaxed instructions or communication contained therein were in fact sent by the Customer or the Customer's authorised persons. The Customer consents to OCBC Bank recording the Customer's telephone conversations with OCBC Bank to provide a record of such telephone instructions or communication. OCBC Bank shall be entitled to treat such communication or facsimile, telefaxed, e-mail or telephone instructions as fully authorised by and binding upon the Customer and OCBC Bank shall be entitled (but not bound) to act on or carry out such communication or instructions and take such steps in connection with or in reliance upon such communication or instructions as OCBC Bank, may in good faith consider appropriate.

2.9 OCBC Bank shall not be bound to act on any communication or facsimile or telefaxed instructions or communication when there is insufficient funds in any of the Customer's accounts with OCBC Bank or if any applicable facility limit is exceeded or when any conditions relevant to such drawing have not been fulfilled or fully complied with or if OCBC Bank is prevented by law or any attachment or court order or restraint or has other lawful reason from complying with any facsimile or telefaxed instructions or communication made/given or purported to be made/given by the Customer or the Customer's authorised persons.

2.10 OCBC Bank shall not be bound to act on any e-mail or telephone instructions or communication when there is insufficient funds in any of the Customer's accounts with OCBC Bank or if any applicable facility limit is exceeded or when any conditions relevant to such drawing have not been fulfilled or fully complied with or if OCBC Bank is prevented by law or any attachment or court order or restraint or has other lawful reason from complying with any e-mail or telephone instructions or communication made/given or purported to be made/given by the Customer or the Customer's authorised persons or where such e-mail or telephone instructions or communication are vague, unclear or incomplete. OCBC Bank shall not be liable for or in respect of such e-mail or telephone instructions or communication carried out or acted upon by OCBC Bank arising from or connected with any error or misunderstanding or lack of clarity in the terms of such e-mail or telephone instructions or communication. For the avoidance of doubt, this Clause does not in any way whatsoever obligate OCBC Bank to act on any e-mail instructions or communication which relate to financial matters.

2.11 OCBC Bank shall not be liable or responsible for any losses, damages, expenses, claims or liabilities suffered by the Customer as a result of any malfunction of the facsimile or telefax machines, computer or telephone systems and machines or any discrepancies or errors in the figures or instructions or messages.

2.12 The Customer shall accept full responsibility for all facsimile, telefaxed, e-mail or telephone instructions or communication made/given to OCBC Bank or received by OCBC Bank whether such facsimile, telefaxed, e-mail or telephone instructions or communication were made/given by the Customer or the Customer's authorised persons or purported to be made/given by the Customer or the Customer's authorised persons without the Customer's knowledge or consent.

2.13 The Customer is aware that signatures on facsimile or telefaxed instructions may be superimposed fraudulently or without proper authority when transmitted to OCBC Bank and the Customer shall give OCBC Bank facsimile or telefaxed instructions assuming such risks. OCBC Bank shall not be held liable for any losses, damages, expenses, claims or liabilities suffered by the Customer as a result of OCBC Bank acting upon facsimile or telefaxed instructions so long as the signatures appearing on any such facsimile or telefaxed instructions appear on verification to be or purport to be in accordance with the Customer's specimen signature. In relation to email communication or instructions, the Customer further acknowledges that he is aware that email communication or instructions are not secure and the Customer will accept the risk of technical malfunction, unauthorised interference, misdelivery or delay of email messages and computer viruses. The Customer further acknowledges that communication or instructions when e-mailed to OCBC Bank may be sent without proper authority. OCBC Bank shall not be liable for any losses, damages, expenses, claims or liabilities suffered by OCBC Bank as a result of OCBC Bank acting upon e-mail instructions or communication.

2.14 All transactions carried out by OCBC Bank acting on the Customer's or the Customer's authorised persons' facsimile, telefaxed, or telephone instructions or communication or on facsimile, telefaxed, or telephone instructions or communication purporting to emanate from the Customer or the Customer's authorised persons shall be binding on the Customer for all purposes. All transactions carried out by OCBC Bank acting on the Customer's or the Customer's authorised persons' e-mail

instructions or communication or on email instructions or communication purporting to emanate from the specified email address shall be binding on the Customer for all purposes.

2.15 In consideration of OCBC Bank so doing or acting in accordance with these terms and conditions, the Customer shall indemnify OCBC Bank and to keep OCBC Bank indemnified against all demands, claims, liabilities, losses, actions, proceedings, damages, costs, and expenses incurred or sustained by OCBC Bank of whatever nature and howsoever arising, out of or in connection with any such communication or facsimile, telefaxed, e-mail or telephone instructions or the acting upon or carrying out of any such communication or facsimile, telefaxed, e-mail or telephone instructions or the taking of steps in connection with or in reliance upon any such communication or facsimile, telefaxed, e-mail or telephone instructions and the Customer shall reimburse OCBC Bank any sums on demand.

2.16 The terms herein shall remain in full force and effect unless and until OCBC Bank receives notice of termination from the Customer in writing, save that such termination will not release the Customer from any liability herein and indemnity in respect of any act done or performed or carried out or any step taken by OCBC Bank in accordance with the terms herein prior to the date of such termination or date of receipt of such notice whichever is later.

## **2A. ORAL/Written INSTRUCTIONS IN RELATION TO FINANCIAL NEEDS ANALYSIS, SUPPLEMENTAL FINANCIAL NEEDS ANALYSIS AND SUCH OTHER RELEVANT ANALYSIS**

2A.1 In addition to the terms set out in Clause 2 above, the Customer acknowledges that before the Customer invests in any investment products, OCBC Bank may conduct financial needs analysis, supplemental financial needs analysis or such other relevant analysis (the "Analysis") on the Customer. The Customer hereby authorises OCBC Bank to communicate, conduct or perform the Analysis on the Customer via telefax and/or telephone. The Customer further acknowledges, confirms and understands that in the midst of OCBC Bank conducting or performing the Analysis on the Customer, the Customer may be requested to execute and provide such relevant forms or provide such instruction, information and/or documents in connection with the Analysis via telefax and/or telephone and the Customer hereby agrees that he has the option to provide and authorises OCBC Bank to accept such forms, instructions, information and/or documents in connection with the Analysis via telefaxed and/or telephone. For the purpose of these terms and conditions, all such forms (executed by the Customer) or instruction, information and/or document provided by the Customer or purportedly provided by the Customer in connection with the Analysis via telefax and/or telephone shall be referred to as the "Tele-Analysis Communication".

2A.2 OCBC Bank shall also be entitled to treat any Tele-Analysis Communication given or purportedly to be given by the Customer to be accurate, valid and binding upon the Customer and OCBC Bank shall be entitled (but not bound) to rely on all such Tele-Analysis Communication when making any recommendation on any investment products/services to the Customer.

2A.3 Where information, forms, notices or documents in connection with the Analysis and the Tele-Analysis Communication (the "Documents") are sent via telefax, the Customer is aware that signature(s) on the Documents may be superimposed fraudulently or without proper authority when faxed to OCBC Bank and the Customer shall send the Documents via telefax assuming such risks. OCBC Bank shall not be liable for any losses, damages, expenses, claims or liabilities suffered by the Customer as a result of OCBC Bank acting upon the Documents so long as the signature(s) appearing on the Documents appear on verification to be or purport to be in accordance with the Customer's specimen signature.

2A.4 In relation to telephone communication or instructions, OCBC Bank may (but not bound) ask questions about the Customer in order to verify the Customer's identity but OCBC Bank shall not be liable for any losses, damages, expenses, claims or liabilities suffered by the Customer as a result of OCBC Bank acting upon any telephone instructions or communication in connection with the Analysis and the Tele-Analysis Communication so long as the person communicating any such telephone instructions or communication in connection with the Analysis and the Tele-Analysis Communication appear on verification to be or purport to be the Customer.

2A.5 OCBC Bank shall not be bound to act on any Tele-Analysis Communication in its absolute discretion or if OCBC Bank is prevented by law or any attachment of court order or restraint or has other lawful reason from complying with any Tele-Analysis Communication given or purported to be given by the Customer or where such Tele-Analysis Communication is vague, unclear, incomplete or ineligible. OCBC Bank shall not be liable for or in respect of such Tele-Analysis Communication carried out or acted upon by OCBC Bank arising from or connected with any error or misunderstanding or lack of clarity in the terms of such Tele-Analysis Communication.

2A.6 OCBC Bank shall not be liable or responsible for any losses, damages, expenses, claims or liabilities suffered by the Customer as a result of any malfunction of the facsimile or telefax machines or telephone systems and machines or any discrepancies or errors in the figures or instructions or messages.

2A.7 The Customer shall accept full responsibility for all Tele-Analysis Communication given to OCBC Bank or received by OCBC Bank whether such Tele-Analysis Communication were given by the Customer or purported to be given by the Customer without the Customer's knowledge or consent.

2A.8 All transactions carried out by OCBC Bank acting on the Customer's Tele-Analysis Communication and/or Tele-Analysis Communication purporting to emanate from the Customer shall be binding on the Customer for all purposes.

2A.9 In consideration of OCBC Bank so doing or acting in accordance with the terms of these terms and conditions, the

Customer undertakes to indemnify OCBC Bank and to keep OCBC Bank indemnified against all demands, claims, liabilities, losses, actions, proceedings, damages, costs and expenses incurred or sustained by OCBC Bank of whatever nature and howsoever arising, out of or in connection with any such Tele-Analysis Communication or the acting upon or carrying out of any such Tele-Analysis Communication or the taking of steps in connection with or in reliance upon any such Tele-Analysis Communication and the Customer shall reimburse OCBC Bank any sums on demand.

2A.10 The terms herein shall remain in full force and effect unless and until OCBC Bank receives notice of termination from the Customer in writing, save that such termination will not release the Customer from any liability herein and indemnity in respect of any act done or performed or carried out or any step taken by OCBC Bank in accordance with the terms herein prior to the date of such termination or date of receipt of such notice whichever is later.

### 3. OCBC PREMIER BANKING SERVICES

3.1 Where the Customer applies for or obtains or uses any credit card ("the Card") issued to the Customer by OCBC Bank the Customer shall be bound by Oversea-Chinese Banking Corporation Limited Cardmember's Agreement as amended from time to time.

3.2 Where the Customer applies for or obtains a Personal Identification Number ("PIN") or is permitted or authorised to use or uses the Card or any other card issued by OCBC Bank at or in any ATM of OCBC Bank or Shared ATM of any other bank financial or Card Institution or ATM NETS or Terminal or ATM of the Visa Global ATM Network or Networks accepting the Card in Singapore or elsewhere the Customer shall be bound by all their terms and conditions, and conditions of OCBC Bank's "Terms and Conditions Governing Electronic Banking Services - Personal" as amended from time to time.

3.3 Where the Customer applies for or obtains a Personal Identification Number ("PIN") or is permitted or authorised to use or uses the telephone to carry out any banking or other transactions in Singapore or elsewhere as may be availed by OCBC Bank from time to time through OCBC Phone Banking Service or any other service as may be provided by OCBC Bank from time to time, the Customer shall be bound by the "Terms and Conditions Governing Electronic Banking Services - Personal" as amended from time to time or such other terms and conditions as may be imposed by OCBC Bank from time to time.

3.4 Where the Customer applies for or is granted the use of a safe deposit box by OCBC Bank, the Customer shall be bound by such terms and conditions governing the rental of such safe deposit box as amended from time to time.

3.5 The Customer may be granted an overdraft facility by OCBC Bank for such amount and at such interest rate as OCBC Bank may agree at OCBC Bank's discretion upon such security as may be required by OCBC Bank from time to time, provided always that OCBC Bank reserves the right to review such overdraft facility at any time and any amounts drawn and any accrued interest under such overdraft facility shall be repayable by the Customer on demand.

3.6 Where at the Customer's request, OCBC Bank provides the Customer with any information or advice in relation to any transaction or product, the Customer shall fully understand and be aware that it is the Customer's sole responsibility to make an independent appraisal and investigation into the risks associated with the desired transaction or product. The Customer shall also ensure that the Customer has sufficient knowledge, experience, sophistication, and professional advice to make an independent evaluation of the merits and risks of a transaction.

3.7a The monthly statements for the Customer's following accounts with OCBC Bank will be consolidated in a 'Monthly Wealth Report' which will be sent to the Customer every month to the Customer's registered mailing address on record with OCBC Premier Banking Service, provided that the mailing address for each of the accounts is the same:

- deposit accounts
- credit and debit card accounts
- investment accounts (excluding OCBC Blue Chip Investment Plan)
- loan accounts
- life insurance policies by Great Eastern Life Assurance Ltd and Overseas Assurance Corporation Ltd

3.7b Where the Customer opens a new account and provides a different mailing address in the account opening form, only notifications, advices and standalone statements (if any) related to the new account will be sent to the different mailing address provided. The 'Monthly Wealth Report' will continue to be sent to the Customer's registered mailing address on record with OCBC Premier Banking Service.

3.7c Where the Customer requests for a change in mailing address, the new mailing address will be updated as the Customer's registered mailing address on record with OCBC Premier Banking Service and will also be updated for all of the Customer's OCBC accounts and insurance products. However, where an address update is submitted through an ATM or self-service kiosk, this new address will not be updated as the Customer's registered mailing address with OCBC Premier Banking Service. The 'Monthly Wealth Report' will continue to be sent to the Customer's registered mailing address on record for OCBC Premier Banking Service.

3.8 OCBC Bank may as part of the OCBC Premier Banking Service provide the Customer, from time to time and at its discretion, information and/or updates on products, services or investment opportunities via telephone, facsimile, e-mail, post and other modes of communication. In this connection, the Customer requests, authorises and consents to OCBC Bank, its employees and representatives contacting the Customer via these modes of communication to provide such information

and/or updates. Unless otherwise stated, these terms and conditions shall apply to such products, services and investment opportunities.

#### **4. OCBC PREMIER BANKING SERVICE CHARGE/FEE**

4.1 The Customer agrees to pay OCBC Bank any service charge as may be imposed by OCBC Bank from time to time for the use by the Customer of any OCBC Premier Banking Service. The Customer understands that OCBC Bank will impose an additional charge and/or fee of fifty Singapore Dollars (\$50) when the average monthly deposit balance in the Customer's account(s) falls below the minimum average monthly deposit balance prescribed by OCBC Bank from time to time. OCBC Bank may also impose such other charge and/or fee from time to time for such extension of OCBC Premier Banking Service. OCBC Bank may at any time at its absolute discretion and upon written notice to the Customer, change the prevailing rate and/or amount of any charges or fees payable by the Customer. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of notice.

4.2 OCBC Bank may debit any of the Customer's account(s) for all charges, fees or other sums payable to OCBC Bank without prior notice to the Customer.

#### **5. CHANGE OF ADDRESS AND/OR TELEPHONE NUMBERS**

The Customer shall promptly notify OCBC Bank of any change in the Customer's address and/or telephone number(s) and any change of the Customer's current employer and/or office address and/or office telephone number(s).

#### **6. DISCONTINUANCE, SUSPENSION OR TERMINATION OF OCBC PREMIER BANKING SERVICES**

6.1 In the event that OCBC decides in its absolute discretion to discontinue the provision of the OCBC Premier Banking Service permanently, OCBC Bank shall give written notice of such discontinuation to the Customer. Such discontinuation shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of notice.

6.2 OCBC Bank may at its absolute discretion suspend or terminate the use of any of the OCBC Premier Banking Service as OCBC Bank deems fit without prior notice to the Customer and without assigning any reason therefore.

#### **7. SET-OFF RIGHTS**

OCBC Bank may, without notice, combine or consolidate all or any of the Customer's accounts and liabilities with OCBC Bank anywhere, whether in or outside Singapore, whether singly or jointly with any other person or set-off any monies standing to the credit of such accounts including the Customer's deposits with OCBC Bank (whether matured or not) towards satisfaction of any of the Customer's liabilities to OCBC Bank anywhere, whether in or outside Singapore, whether as principal or surety, actual or contingent, primary or collateral, singly or jointly with any other person, and OCBC Bank may effect any necessary currency conversions at OCBC Bank's own rate of exchange then prevailing.

#### **8. EXCLUSION**

OCBC Bank shall not be responsible for any loss, damage or embarrassment which the Customer may incur or suffer directly or indirectly from the provision of the OCBC Premier Banking Service due to any reason whatsoever, including but not limited to any breakdown or malfunction of any computer or data processing system or transmission line or any other equipment whether or not belonging to OCBC Bank.

#### **9. INDEMNITY**

The Customer shall keep OCBC Bank fully indemnified and saved harmless at all times against any claims, demands, actions, proceedings, loss and expenses (including legal costs on a full indemnity basis) arising in any manner howsoever from OCBC Bank acting on the Customer's instructions, or from OCBC Bank refusing as it deems fit to act on any such instructions or part thereof.

#### **10. VARIATION OF THIS AGREEMENT**

10.1 OCBC Bank may vary the terms and conditions herein from time to time and at any time at its absolute discretion, upon notice to the Customer. Such variation(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of notice.

10.2 OCBC Bank may notify the Customer of any variations to the terms and conditions herein by:-

10.2.1 publishing such variations in the statements to be sent to the Customer;

10.2.2 displaying such variations at OCBC Bank's branches or automated teller machines;

10.2.3 posting such variations on OCBC Bank's website;

10.2.4 electronic mail or letter;

10.2.5 publishing such variations in any newspapers; or

10.2.6 such other means of communication as OCBC Bank may determine in its absolute discretion.

10.3 If the Customer does not accept any variation(s), the Customer shall inform OCBC Bank in writing immediately and OCBC Bank may withdraw any or all of the OCBC Premier Banking Service from the Customer.

10.4 If the Customer continues to use the OCBC Premier Banking Service after notification, the Customer shall be deemed to have accepted and agreed to such variation(s) without reservation.

### 11. CONSENT TO DISCLOSURE OF INFORMATION

11.1 The Customer authorises the transfer of any information relating to the Customer and any customer information (as defined in the Banking Act (Chapter 19) to and between the branches, subsidiaries, representative offices, affiliates and agents of OCBC Bank and third parties selected by any of them wherever situated for confidential use. No further disclosure of the information is permitted by the parties except when required to do so by applicable law and/or regulatory authority.

11.2 The Customer consents to OCBC Bank, its related corporations (collectively, the "OCBC Group"), and their respective business partners and agents (collectively, the "OCBC Representatives") collecting (including by way of recorded voice calls), using and disclosing the Customer's personal data for purposes reasonably required by the OCBC Group and the OCBC Representatives to enable them to provide OCBC Investment Services to you. Such purposes are set out in OCBC Bank's Data Protection Policy, which is accessible at [www.ocbc.com/policies](http://www.ocbc.com/policies) or available on request and which the Customer has read and understood.

### 12. FATCA AND CRS POLICIES

OCBC Bank's Foreign Account Tax Compliance Act (FATCA) Policy (the "FATCA Policy") and OCBC Bank's Common Reporting Standard (CRS) Policy (the "CRS Policy") form part of the terms and conditions governing the Customer's relationship with OCBC Bank established under these terms and conditions. The FATCA Policy and the CRS Policy shall be binding on the Customer and the Customer agrees to comply with and adhere to the FATCA Policy and the CRS Policy, which are accessible at [www.ocbc.com/policies](http://www.ocbc.com/policies) or available on request. These terms and conditions are subject to the FATCA Policy and the CRS Policy. Should there be any conflict or inconsistency between any of the contents of the FATCA Policy and/or the CRS Policy and these terms and conditions, the contents of the FATCA Policy and/or the CRS Policy (as applicable) shall prevail.

### 13. GENERAL

13.1 Any goods and services tax or other levies now or hereafter imposed by law (including but not limited to the Goods and Services Tax Act Cap. 117A) or required to be paid in respect of any monies payable to or received or receivable by OCBC Bank or any expenses incurred by OCBC Bank shall (except to the extent prohibited by law) be borne and paid by the Customer and OCBC Bank shall be entitled to debit the same from the Customer's account(s).

13.2 All statements, notices or any other communication sent by post to the Customer at the Customer's last known address in OCBC Bank's records shall be deemed to have been duly received by the Customer on the day that such statements, notices or any other communication would in the ordinary course of business be delivered, notwithstanding that the same may be returned through post undelivered.

13.3 Any failure or delay by OCBC Bank in the exercise or enforcement of its rights against the Customer shall not operate as a waiver of any such rights nor shall it prejudice or affect OCBC Bank's rights subsequently to act strictly in accordance therewith.

13.4 The illegality, invalidity or unenforceability of any term herein shall not affect the legality, validity or enforceability of any other term herein.

13.5 A person who is not a party to any agreement governed by these terms and conditions has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of these terms and conditions.

13.6 These terms and conditions herein shall be governed by Singapore law, and the Customer hereby irrevocably submits to the non-exclusive jurisdiction of the courts of the Republic of Singapore.

13.7 In these terms and conditions, the following definitions shall apply:-

13.7.1 "OCBC Bank" means Oversea-Chinese Banking Corporation Limited and shall include its successors and assigns.

13.7.2 Words importing the singular number shall include the plural number and vice versa.

13.7.3 Words importing the masculine gender shall include the feminine gender.

13.7.4 The terms and conditions are printed in English and Chinese. In the event that there be any conflict or discrepancy between the two versions, the English version shall prevail.