

# Terms and Conditions Governing Systematic Investment ('Programme')

## 1. The Programme

- 1.1 The Systematic Investment ('Programme') is an investment programme that offers customers, who have a lump sum amount ('Lump Sum Amount') to invest, with the benefit of systematic and regular investment of the Lump Sum Amount into unit trust funds ('UT Fund') in equal portions over 6 or 12 months ('Regular Investment').
- 1.2 The Programme is open to selected OCBC Personal Banking, Premier Banking and Premier Private Client customers, excluding corporate customers.
- 1.3 Customers whose accounts with OCBC Bank have been suspended or terminated or who have breached any other agreements with OCBC Bank are not eligible.
- 1.4 There is no limit to the number of Programmes a customer can subscribe to at any time, through the investment of one Lump Sum Amount for each Programme. However, the number of UT Funds a customer can invest per Programme is limited to the list of UT Funds that is eligible under this Programme.

## 2. Programme Mechanics and Conditions

- 2.1 The tenor of each Programme is 6 or 12 months, starting from the date of the first Regular Investment. The tenor is specified by OCBC Bank in its discretion and shall remain unchanged for the entire duration of each Programme. From time to time, OCBC Bank reserves the right to introduce other tenors or remove certain tenors which will apply to each subsequent Programme.
- 2.2 The minimum monthly investment amount into the UT Funds (the 'Monthly Investment Amount') will start from SGD 2,000, depending on the specific fund. For the avoidance of doubt, please check with your sales representative on the minimum monthly investment amount for each fund.
- 2.3 Each Programme comprises of two components:
  - a) A Settlement Account ('Settlement Account') which is a savings or current account which the Lump Sum Amount is deposited and deducted on a monthly basis and invested into the selected UT Funds; and
  - b) Monthly investment of equal amounts per month into UT Funds for a period of 6 or 12 months.

For the avoidance of doubt, a Settlement Account and Unit Trust Account (collectively known as 'Accounts') must be opened for taking up the Programme upon the terms and conditions of such account as the same may be amended by OCBC Bank from time to time.

Should the customer not have an existing Settlement Account, the customer will be required to open one and maintain it for the entire tenor of the Programme.

2.4 The terms and conditions governing the Lump Sum Amount are as follows:

2.4.1 The Lump Sum Amount is derived by multiplying the Monthly Investment Amount by 6 or 12 months and shall be indicated on the Application Form.

2.4.2 The customer must provide a standing instruction to authorize the monthly transfer of the Monthly Investment Amount from the Settlement Account into the Unit Trust Account.

2.4.3 For the purpose of ensuring that there are sufficient funds in the Settlement Account for the payment of the Monthly Investment Amount which is due and payable on 15<sup>th</sup> of every month, the customer must provide a standing instruction to authorize OCBC Bank to hold the said account for a sum of not exceeding the Lump Sum Amount with immediate effect.

2.4.4 The Lump Sum Amount will be invested in the UT Funds selected by the customer from a list of Unit Trust Funds provided by OCBC Bank ('UT List') and instructed by the customer to OCBC Bank in writing in the Application Form.

2.4.5 The investment of the Lump Sum Amount into the UT Funds selected by the customer for each Programme will be effected in the following manner:

| Schedule of Regular Investments | Timing  | Monthly Investment Amount  |
|---------------------------------|---|--|
| 1st Regular Investment          | 15th of the following month ("Commencement Date") | Lump Sum Amount / Total number of months contained with the regular investment period* |
| 2nd Regular Investment onwards  | 15th of every month                               |  |

*\*Regular investment period is taken as 6 or 12 months*

2.4.6 For the Lump Sum Amount not yet invested (the 'Un-Invested Portion'), the customer may during the tenor of each Programme, withdraw the Un-Invested Portion from the Settlement Account, subject to the following terms and conditions:

- a) Units invested in the UT Funds will remain in the Unit Trust Account. For the avoidance of doubt, the customer may provide an instruction to the Bank to redeem or switch the available units; and
- b) Unsuccessful debiting of the Monthly Investment Amount for any Regular Investment due to insufficient funds in the Settlement Account will result in no further units being invested.

2.4.7 In relation to the Lump Sum Amount which has been invested in UT Funds, the customer may during the tenor of each Programme redeem or switch the existing UT Fund holding at the prevailing value.

2.4.8 OCBC Bank reserves the right to amend the UT List from time to time without notice or assigning any reasons thereof.

2.5 The terms and conditions governing the Settlement Account for the entire tenor of the Programme are as follows:

2.5.1 The Lump Sum Amount in the Settlement Account will earn the prevailing interest during the entire period which it remains in the Settlement Account.

2.5.2 Upon expiry of the tenor of each Programme, customer can choose to maintain or close the Settlement Account.

2.6 Non-completion of the Programme

2.6.1 The below events shall constitute non-completion of the Programme:

a) Cancellation of investment into UT Funds during the 7-day Cancellation Period as defined in the Unit Trust 7 –Day Cancellation Period Application Form and the Terms and Conditions Governing the Cancellation Period for Collective Investment Schemes Constituted as Unit Trusts attached thereto, a copy which will be provided to you upon your subscription of the UT Fund; or

b) Withdrawal of all or any portion of the remaining Un-Invested Portion in the Settlement Account may result in unsuccessful debiting of the Monthly Investment Amount for any Regular Investment. If the deduction from your Settlement Account is unsuccessful for three consecutive months, the Programme will be automatically discontinued; or

c) Upon receipt of written instructions of the customer

2.6.2 Redemption of UT Fund holdings due to early termination of the Programme are subject to minimum redemption units set by the respective fund houses.

2.6.3 Upon the occurrence of any event which constitutes non-completion of the Programme, the following will apply:

a) The Programme will be terminated

b) The earmarking of the Un-Invested Portfolio in the Settlement Account will be released.

c) Units invested in the UT Funds will remain in the Unit Trust Account. For the avoidance of doubt, the customer may provide an instruction to the Bank to redeem or switch the available units.

### **3. Other General Conditions:**

3.1 These terms and conditions shall be read in conjunction with the existing terms and conditions for Unit Trust as stated in (i) For Personal Banking customers, the Terms and Conditions Governing Investment Services; (ii) For Premier Banking customers, the Terms and Conditions Governing OCBC Investment Products and Services; (iii) For Premier Private Client customers, the OCBC Premier Banking and OCBC Premier Private Client Terms, and for all customers, the Terms and Conditions Governing the Cancellation Period for Collective Investment Schemes Constituted as Unit Trusts and the Terms and Conditions

Governing Deposit Accounts. In the event of any inconsistencies, the Terms and Conditions Governing Systematic Investment will prevail.

- 3.2 This Programme is not valid and it cannot be used in conjunction with any preferential rates, unit trust loyalty discounts, any promotional pricing or any other promotions as specified by OC C Bank from time to time.
- 3.3 OCBC Bank reserves the right to amend or vary any of these terms and conditions from time to time without prior notice. These terms and conditions may be modified, added to, deleted or varied by OCBC Bank by way of posting the said amended terms and conditions on OCBC's website or in any other manner deemed suitable by OCBC Bank. The customers agree that continued participation in the Programme shall constitute their acceptance of these terms and conditions (as modified and varied from time to time).
- 3.4 OCBC Bank reserves the right to terminate this Programme and make changes either to the terms herein or otherwise, without any prior notice.
- 3.5 In the event there are any inconsistencies between the English versions of these Terms & Conditions and (i) the translation of these Terms and Conditions in any other language; (ii) any brochure, marketing, promotional material in English or any other language, the English version of these Terms & Conditions shall prevail.
- 3.6 OCBC Bank makes no representation as to the suitability of the Programme to any customers and the customers agree that all investment under the Programme is made solely upon the customers' judgement and at such customers' discretion and own risk. Notwithstanding anything herein, OCBC Bank shall not at any time be responsible or held liable for any liability for any loss (including loss of rights), damages, penalties, costs, expenses, claims, actions, proceedings, demands incurred by any customers in connection with the Programme and/or any services set out in these terms and conditions.
- 3.7 A person who is not a party to any agreement governed by these terms and conditions has no right under the Contacts (Right of Third Parties) (Chapter 53B) to enforce any of these terms and conditions.
- 3.8 These terms and conditions shall be governed and construed in all respects in accordance with the laws of the Republic of Singapore and the customers submit to the non-exclusive jurisdiction of the courts of Singapore.