



## ADDITIONAL TERMS AND CONDITIONS GOVERNING JOINT-MINOR ACCOUNTS UNDER THE BLUE CHIP INVESTMENT PLAN (THE "ADDITIONAL TERMS")

### 1 General Terms and Conditions

- 1.1 OCBC Bank may in its sole and absolute discretion permit a BCIP account to be opened and/or maintained on behalf of more than one person (a "Joint BCIP Account"). In such event, these Additional Terms shall apply in addition to all other terms and conditions set out in the Terms and Conditions Governing the Blue Chip Investment Plan (the "BCIP Terms").
- 1.2 Subject to Clause 2.1(b) below, any one of the Joint BCIP Account holders shall have full authority to give any instructions with respect to the Joint BCIP Account. Accordingly, any instructions (including Purchase Instructions and/or Sale Instructions) from any one of the Joint BCIP Account holders will be accepted by OCBC Bank and such instructions will be binding on the other Joint BCIP Account holder.
- 1.3 For the avoidance of doubt, Clause 7.2 of the BCIP Terms shall not apply to Joint BCIP Accounts.
- 1.4 Each of the Joint BCIP Account holders intends that the rights of survivorship of the Securities in the Joint BCIP Account apply and that in the case of death of any one of the Joint BCIP Account holders, the Securities shall be held to the order of the survivor subject to the full discharge by the survivor of any and all obligations and liabilities of the Joint BCIP Account holders (including the deceased person) to OCBC Bank under the BCIP Terms and these Additional Terms.
- 1.5 Subject to Clause 2.1(g) below, upon OCBC Bank's receipt of the notice of the death of any one of the Joint BCIP Account holders, OCBC Bank shall be entitled to act on the instructions of the survivor to liquidate the Securities and pay the sales proceeds to his/her own account or transfer the Securities to his/her own alternative trading account, and close the Joint BCIP Account. OCBC Bank shall also be entitled to freeze the Joint BCIP Account and to retain the Securities in the Joint BCIP Account until such time as the deceased Joint BCIP Account holder's successor produces a grant of probate or letters of administration.
- 1.6 Each Joint BCIP Account holder (including his/her personal representatives and lawful successors) jointly and severally undertakes to indemnify and hold harmless OCBC Bank and to keep OCBC Bank indemnified against any and all demands, claims, costs (including legal costs on a full indemnity basis), actions, proceedings, expenses, losses, liabilities and damages incurred or sustained by OCBC Bank of whatever nature and howsoever arising from, as a result of or in connection with these Additional Terms or the taking of steps in connection with or in reliance upon these Additional Terms including, but not limited to, those arising from the following:
  - (a) the liquidation of the Securities and payment of the sales proceeds to the survivor;
  - (b) the transfer of the Securities to the survivor's own alternative trading account;
  - (c) the freezing of the Joint BCIP Account and the retention of the Securities in the Joint BCIP Account; and/or
  - (d) any dispute between any of the Joint BCIP Account holders (including their personal representatives and lawful successors),

upon OCBC Bank's receipt of the notice of the death of one of the Joint BCIP Account holders.

In such event, OCBC Bank shall be entitled to debit from the Joint BCIP Account or any of the Joint BCIP Account holder's deposit accounts (whether held singly or jointly) any such sums as may be reasonably incurred or sustained by OCBC Bank.

- 1.7 Any demand, notice, Confirmation, statement and other communication if addressed to any one of the Joint BCIP Account holders, shall be binding on all Joint BCIP Account holders notwithstanding that they have not been sent to or received by any of the Joint BCIP Account holders.
- 1.8 Subject to Clause 2.1(c) below, OCBC Bank is entitled to treat each Joint BCIP Account holder generally as authorised to deal with OCBC Bank in connection with these Additional Terms as fully and completely as if the other Joint BCIP Account holder has no rights, benefits, title and interest herein.
- 1.9 The agreements, obligations and liabilities of the Joint BCIP Account holders herein contained or implied are joint and several.

### 2 Joint-Minor Accounts

- 2.1 Where one of the Joint BCIP Account holders is under 18 years of age (hereafter, a "Minor"), the following terms and conditions shall apply:
  - (a) the other Joint BCIP Account holder must be the parent or lawful guardian of the Minor or such other categories of persons as OCBC Bank may from time to time approve (the "Guardian");
  - (b) the Guardian represents and warrants that he/she is the parent or lawful guardian of the Minor or otherwise has incurred the obligation to make provision for the Minor and undertakes to provide such information and/or documentation and evidencing the same as OCBC Bank may from time to time require or request to OCBC Bank's satisfaction. OCBC Bank shall be entitled to freeze the Joint BCIP Account and to retain the Securities in the Joint BCIP Account until such time as OCBC Bank is thus satisfied;

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- (c) for the duration that the Minor is under 18 years of age (the "Minor Duration"), only the Guardian shall have authority to operate the Joint BCIP Account and OCBC Bank shall have no liability to any of the Joint BCIP Account holders for acting solely on the instructions of the Guardian during such period;
- (d) forthwith on the Minor attaining the age of contractual capacity, the Minor shall notify OCBC Bank of his/her no longer being a minor and ratify his/her rights and obligations as a Joint Account Holder and the Joint BCIP Account shall thereafter continue as an ordinary Joint BCIP Account between two persons of respective contractual capacities in accordance with the terms and conditions set out under Clause 1 above. As part of the ratification process, the erstwhile minor shall pro-actively co-operate with OCBC Bank to have OCBC Bank properly discharged with respect to the erstwhile minor any product/service and/or risk awareness or suitability assessment and/or due diligence that OCBC Bank would then have conducted if the erstwhile minor were then a joint applicant with his/her erstwhile Guardian for an ordinary Joint BCIP Account.
- (e) the Guardian acknowledges and accepts (both for himself and the Minor) that to the extent that OCBC Bank is or may be obliged (whether as a regulatory/legal requirement or as a principle of fair dealing with its customers or as a matter of prudent or good business practice as adopted by OCBC Bank at its discretion) to carry out with respect to its customers any product/service and/or risk awareness or suitability assessment and/or due diligence, the same may simply be conducted with respect to the Guardian pending the minor attaining 18 years of age and ratifying his/her rights and obligations as a Joint BCIP Account Holder;
- (f) the Guardian and, in any event for the Minor Duration, accepts sole and full responsibility for ensuring the suitability of all Securities purchased in and for the Joint BCIP Account;
- (g) the Guardian formally acknowledges and accepts (both for himself and the Minor) that the rule of survivorship is intended and will apply to the Joint BCIP Account between the Guardian and the Minor; the joint BCIP account being opened expressly with that intention and basis;
- (h) if the Guardian dies, becomes of unsound mind or otherwise lacks legal capacity before the Minor attains 18 years of age, the Bank shall be entitled to freeze the Joint BCIP Account and all future Purchase Instructions shall be deemed cancelled. The Securities in the Joint BCIP Account shall be retained in the Joint BCIP Account until such time as the Minor attains 18 years of age, upon which the Minor after notifying OCBC Bank of his/her no longer being a minor and ratifying his/her rights and obligations as a Joint Account Holder in accordance with Clause 2.1(c) above, may then give instructions to OCBC Bank in accordance with Clause 1.5 above. OCBC Bank may also, at its sole and absolute discretion, pending the Minor attaining 18 years of age, act in accordance with the instructions of such person as may demonstrate to OCBC Bank's satisfaction (by the production of appropriate documentation) to be a parent or otherwise have sole and lawful guardianship of the Minor to liquidate the Securities and close the Joint BCIP Account; and
- (i) if the Minor dies before he/she attains 18 years of age, upon OCBC Bank's receipt of the notice of the death of the Minor, OCBC Bank shall be entitled to act on the instructions of the surviving Guardian to liquidate the Securities and pay the sales proceeds to his/her own account or transfer the Securities to his/her own alternative trading account, and close the Joint BCIP Account.

### 3 Other General Terms

- 3.1 All terms and references used in the BCIP Terms and which are defined or construed in the BCIP Terms but are not defined or construed in these Additional Terms, shall have the same meaning and construction in these Additional Terms.
- 3.2 To the extent that these Additional Terms apply, the BCIP Terms and these Additional Terms shall be read and construed as one document and these Additional Terms shall be considered as part of the BCIP Terms. Accordingly, the term "Terms and Conditions" as used in the BCIP Terms, and all references to the BCIP Terms, howsoever express, in all other instruments and agreements executed thereunder or pursuant thereto, shall for all purposes refer to the BCIP Terms as supplemented by these Additional Terms.
- 3.3 Except to the extent expressly supplemented and/or amended by the terms and conditions of these Additional Terms, the terms and conditions of the BCIP Terms and all other instruments and agreements executed, delivered or entered into thereunder or pursuant thereto are hereby confirmed and remain in full force and effect. In the event of any inconsistency between these Additional Terms on the one part and the BCIP Terms on the other part, these Additional Terms shall prevail.
- 3.4 Save for OSPL, no other person shall have the right to enforce any of these Additional Terms pursuant to the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore.
- 3.5 These Additional Terms shall be governed by, and construed in accordance with, the laws of Singapore.
- 3.6 In relation to any legal action or proceedings arising out of the provision of the BCIP service by OCBC Bank, each of the Joint BCIP Account holders hereby irrevocably submits to the jurisdiction of the courts of Singapore and waives any objection to proceedings in any such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.