



## REGIONAL PREMIER BANKING PROGRAMME TERMS AND CONDITIONS

These Regional Premier Banking Programme Terms and Conditions ("**Terms**"), together with the applicable Local Addendums and Documentation shall govern the Regional Premier Banking Programme (the "**Programme**") as may be extended by the OCBC Group to the Customer from time to time.

### SECTION A: GENERAL TERMS AND CONDITIONS

#### 1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, the following terms and expressions shall have the following meanings:

<b>Account</b>	means such account(s) which the Customer may have with the Bank (regardless of the country in which such account(s) was opened) whether alone or jointly with any other person(s) and includes savings account, current account, time deposits, structured deposits and any other type of account which may be offered by the Bank from time to time.
<b>Agreement</b>	means these Terms, any applicable Local Addendum, and any applicable Documentation.
<b>Asset Under Management or AUM</b>	means the aggregate of:  (a) the combined net balance across the Customer's Accounts; and  (b) the total nett value of the Products owned by the Customer,  subject to such exclusions and as calculated in accordance with such procedure and currency conversion rates (if applicable) as the Bank may determine from time to time.
<b>AUM Requirements</b>	mean the applicable AUM criteria as prescribed by the Home Bank and/or the Host Banks from time to time, and which may include without limitation a requirement to maintain a certain average AUM over a certain period of time.
<b>Bank</b>	means in the context of the Programme, the Home Bank or the Host Bank interacting with the Customer or providing the Customer with any goods, services, or information in relation to the Customer's participation in the Programme.
<b>Correspondence</b>	has the meaning given to it in Clause 10.8.
<b>Customer</b>	means the person named in the Documentation as the applicant or customer and includes such person's successors, permitted assigns, and personal representatives.
<b>Documentation</b>	means the application form or similar documentation (whether physical, electronic or otherwise) signed by the



Customer in connection with their application to participate in the Programme, or the management or maintenance of their participation in the Programme.

<b>Electronic Banking Services</b>	shall include: <ul style="list-style-type: none"><li>(a) all services provided by or on behalf of the Bank that enable the Customer to have access to Accounts and/or to effect banking and/or other transactions (including without limitation the transmission of instructions to the Bank, funds transfer, bill payments, third party services) by electronic means; and</li><li>(b) the OCBC mobile banking services; and</li><li>(c) such other electronic banking channels as the Bank may designate from time to time.</li></ul>
<b>Home Bank</b>	has the meaning given to it in Clause 2.1(a).
<b>Host Bank</b>	has the meaning given to it in Clause 2.1(b).
<b>Host Bank Criteria</b>	has the meaning given to it in Clause 2.1(c).
<b>Local Addendum</b>	means any addendum to these Terms documenting the jurisdiction-specific terms and conditions applying to the Programme.
<b>Net Worth Dashboard</b>	has the meaning given to it in Clause 5.1.
<b>OCBC Group</b>	means Oversea-Chinese Banking Corporation Limited and its related corporations, as well as their respective branches, representatives and/or agents and shall include their successors and assigns.
<b>Personal Data</b>	means any data, whether true or not, about an individual who can be identified from that data alone, or from that data and other information which the organisation has or is likely to have access
<b>Product</b>	means any banking, investment, and/or insurance product offered by the Bank from time to time to the Customer on such terms and conditions as may be determined solely by the Bank.
<b>Regional Premier Concierge</b>	has the meaning given to it in Clause 4.2(a).
<b>Regional Premier Concierge Costs</b>	has the meaning given to it in Clause 4.2(f).
<b>Regional Premier Concierge Services</b>	has the meaning given to it in Clause 4.1.
<b>Regional Premier Rewards</b>	has the meaning given to it in Clause 3.1.
<b>Reward Redemption Code</b>	has the meaning given to it in Clause 3.5(e).



1.2 In these Terms:

- (a) all references to any exercise of discretion or judgment by the Bank, the making of a determination or designation by the Bank, the application of the Bank's discretion or opinion, the Bank or withholding of the Bank's consent or approval, the consideration by the Bank of whether any matter or thing is satisfactory or acceptable, or as to its quality, or any decision to be made on the Bank's part, shall be at the Bank's sole and absolute opinion and discretion, and shall be final and conclusive and binding on the Customer;
- (b) "written" and "in writing" shall include any means of visible reproduction, "other" and "otherwise" are not to be construed as limiting the scope of subsequent words to be of the same kind or similar to any foregoing words, and whenever the words "include", "includes" or "including" are used in these Terms, they shall be deemed to be followed by the words "without limitation";
- (c) unless the context otherwise requires, words referring to the male gender shall include the female gender and neuter gender and words referring to the singular number shall include the plural number and vice versa; and
- (d) the headings to clauses are inserted for convenience of reference only and shall not affect the construction of these Terms.

**2. APPLICATION TO PARTICIPATE IN THE PROGRAMME**

2.1 The OCBC Group may, from time to time, and at its sole and absolute discretion, allow the Customer to apply to participate in the Programme, provided that:

- (a) the Customer has been designated as an OCBC Premier Banking segment member by a member of the OCBC Group or a branch thereof which is participating in the Programme (the "**Home Bank**");
- (b) the Customer has been designated as an OCBC Premier Banking segment member by at least one member of the OCBC Group or a branch thereof which is participating in the Programme and is located in a different jurisdiction from the Home Bank (each a "**Host Bank**");
- (c) in respect of at least one Host Bank, the Customer meets such criteria for participation in the Programme as that Host Bank may specify from time to time (the "**Host Bank Criteria**");
- (d) the Customer meets such other eligibility criteria as the OCBC Group may specify from time to time; and
- (e) the Customer, within such timelines as the Home Bank may require, completes such Documentation as may be prescribed by the Home Bank and further provides the Home Bank with such documents, information, and/or assistance, meets such other requirements, and complies with such other terms and conditions, as the Home Bank may prescribe from time to time at its sole and absolute discretion.

2.2 The OCBC Group may, at its sole and absolute discretion, allow the Customer to participate in the Programme on a case-by-case basis notwithstanding that the Customer may not meet one or more conditions set out in Clause 2.1.

2.3 By applying to participate in the Programme, the Customer agrees that:

- (a) the Customer's participation in the Programme shall be governed by separate agreements between the Customer and each Bank, and the Customer further agrees that:

- (i) in respect of the Home Bank, these Terms, the Local Addendum for the jurisdiction in which the Home Bank is located, and any applicable Documentation shall constitute a single agreement between the Customer and the Home Bank;
  - (ii) in respect of each Host Bank, these Terms, the Local Addendum for the jurisdiction in which that Host Bank is located, and any applicable Documentation shall constitute a single agreement between the Customer and the Host Bank;
- (b) the Customer shall ensure that all information, particulars, and Documentation provided to the Bank is at all times true, accurate, and complete, and the Customer has not withheld any relevant information;
- (c) unless otherwise prescribed by the Bank, the Customer undertakes to keep the Bank informed in writing (or, via such other modes or methods prescribed by the Bank in its sole and absolute discretion from time to time), within 30 days, of any changes in circumstances that may cause any information, particulars, and Documentation submitted to the Bank to become incorrect or incomplete, and promptly provide any further information, particulars, or supporting documentation as the Bank may require to verify the accuracy of the updated information, particulars, or Documentation;
- (d) the Customer must pay, and the Bank may automatically deduct from any of the Customer's Accounts, the charges and fees as the Bank may notify the Customer of from time to time;
- (e) the Bank may rely and act upon any information, particulars, and specimen signatures provided by the Customer to any other member of the OCBC Group until such time as the Bank is notified of any change of the same by the Customer; and
- (f) the Bank may automatically link the Customer's accounts across the OCBC Group to facilitate the effecting of transactions between said accounts, and if so:
  - (i) the Customer will be wholly responsible for all transactions referable to the Customer's access credentials, whether or not the transactions are made with the Customer's knowledge, authority, or consent;
  - (ii) the Bank shall have no liability or responsibility for any loss, damage, penalties, or expenses arising in connection with any transactions referable to the Customer's access credentials;
  - (iii) the Bank is not responsible for any transactions or communications made between the Customer and third parties via the Electronic Banking Services;
  - (iv) all transactions in relation to the Customer's joint accounts which are referable to the Customer's access credentials shall be binding on all the joint account holders (whether such transactions were authorised by any or all joint account holders or not); and
  - (v) the Bank may terminate or suspend any link between any one or more of the Customer's Accounts across the OCBC Group at the Bank's sole discretion and without prior notice to the Customer.

2.4 The Bank has sole and absolute discretion whether or how to allow the Customer to participate in the Programme, and the Bank shall not have any obligation to provide any reasons for or information in respect of any unsuccessful application to participate in the Programme.



2.5 This Agreement applies in addition and without prejudice to any other terms and conditions applicable to the Customer, including without limitation any terms governing Accounts or Products provided to the Customer or any applicable OCBC Premier Banking or OCBC Premier Private Client terms and conditions.

### 3. REGIONAL PREMIER REWARDS

3.1 Subject to the Customer's full and timely compliance with this Agreement, and at the Bank's sole and absolute discretion, the Bank may, from time to time, offer the Customer the following rewards if the Customer fulfils certain applicable criteria as the Bank may specify from time to time (including without limitation any applicable AUM Requirements) in respect of one or more of the following rewards:

- (a) a once-off basic health screening following the commencement of the Customer's participation in the Programme;
- (b) one-way (1) airport transfer per calendar quarter in which the Customer continues to participate in the Programme;
- (c) waiver of transfer fees for prescribed cross-border fund transfers to designated overseas accounts of the Customer with select members of the OCBC Group, provided that the Customer complies with such procedures and additional terms as the Bank may specify from time to time; and
- (d) such other rewards as the Bank may designate from time to time,

(collectively, "**Regional Premier Rewards**").

3.2 The Customer further agrees that the applicable criteria specified by the Bank (including without limitation the AUM Requirements) may differ from time to time and different criteria may be applicable for different Regional Premier Rewards. The Regional Premier Rewards may also be subject to additional terms and conditions as the Bank may specify from time to time either generally or in respect of particular Regional Premier Rewards. The Customer's eligibility to be offered and/or to redeem or use any Regional Premier Rewards is at all times conditional upon the Customer's compliance with this Agreement (including without limitation such additional terms and conditions).

3.3 The Bank may, at any time and in any manner as it in its sole and absolute discretion considers appropriate, without giving any reason and with or without notice to the Customer, and without liability whatsoever, immediately amend, update, withdraw, modify, terminate, restrict, and/or suspend any Regional Premier Rewards (or any part thereof) for such duration as the Bank thinks appropriate.

3.4 The Bank may notify the Customer of the Customer's eligibility to receive any Regional Premier Rewards and/or the procedure to be followed to redeem the Regional Premier Reward, by way of email to the Customer's email address provided to any member of the OCBC Group or via such other means as the Bank may decide in its sole and absolute discretion.

3.5 The Bank may require the Customer to redeem the Regional Premier Rewards through such third-party service provider as the Bank may nominate from time to time. By redeeming or using any Regional Premier Rewards, the Customer agrees and acknowledges that:

- (a) all Regional Premier Rewards are for the Customer's personal use only, are non-refundable, and must not be transferred or sold to any other person;

- (b) the Customer shall provide such additional information and documentation, and shall comply with all applicable procedures, as the Bank and/or the relevant third-party service providers may require from time to time;
- (c) the Customer shall fulfil the applicable criteria as the Bank may specify from time to time in relation to the Regional Premier Reward;
- (d) the use and/or redemption of any Regional Premier Rewards may be subject to additional terms prescribed by the Bank (including without limitation Clause 4) and/or the relevant third-party service providers, and the Customer shall comply with all such terms;
- (e) if the Customer is provided any access or redemption code ("**Reward Redemption Code**") in connection with any Regional Premier Reward, the Customer shall keep such code confidential at all times, and shall not disclose it to any other person or allow any other person to access or use the Reward Redemption Code;
- (f) any redemption or use of any Regional Premier Reward attributable to the Customer's Reward Redemption Code shall be deemed to be redemption or use by the Customer, whether or not the Customer was aware of or authorised such redemption or use, and regardless of how or where such redemption or use occurred; and
- (g) without prejudice to any other rights the Bank may have at law, in equity, or under this Agreement, if the Customer does not fully comply with this Agreement or does not use or redeem any Regional Premier Reward in accordance with any applicable terms (including any validity period or redemption period applicable):
  - (i) the Regional Premier Reward may be withdrawn and forfeited without any notice to the Customer, and neither the Bank nor any third-party service provider shall have any obligation to provide any compensation or replacement; and
  - (ii) where the Regional Premier Reward has been redeemed or used in any way, the Bank may require the Customer to compensate the Bank for the full value of the Regional Premier Reward, and the Bank shall have the right to debit the same from any Account of the Customer maintained with any member of the OCBC Group.

#### 4. REGIONAL PREMIER CONCIERGE SERVICES

- 4.1 The Bank may, from time to time, offer the Customer concierge services provided by such third-party service provider as the Bank may designate from time to time (the "**Regional Premier Concierge Services**") which the Customer may use to obtain information and arrange for goods or services to be provided to the Customer. If the Customer has been offered the Regional Premier Concierge Services, the Customer may access the Regional Premier Concierge Services contact details via the OCBC website > Premier Banking > Banking Regionally > Regional Premier, or such contact details as the Customer may be notified of from time to time.
- 4.2 By accessing or using the Regional Premier Concierge Services, the Customer agrees to all of the following:
  - (a) the Regional Premier Concierge Services are provided by such third-party service provider as the Bank may designate from time to time (the "**Regional Premier Concierge**"), on an "as is", "as available" basis, and the Bank shall have no liability whatsoever in connection with the Regional Premier Concierge Services;

- (b) the Customer shall comply at all times with and be bound by any terms and conditions prescribed by the Regional Premier Concierge in relation to the Regional Premier Concierge Services from time to time;
- (c) the Regional Premier Concierge Services (if offered to the Customer) are for the Customer's personal use only;
- (d) the Regional Premier Concierge has absolute discretion whether or how to provide any Concierge Services and the Regional Premier Concierge may decline to provide any Regional Premier Concierge Services if in its opinion the provision of such Regional Premier Concierge Services would be contrary to any applicable law, impossible, impractical, or immoral or against public interest;
- (e) the Customer shall provide such information and supporting documentation as the Bank or the Regional Premier Concierge may require from time to time in connection with the Regional Premier Concierge Services, including without limitation to verify that the Customer is participating in the Programme and eligible to receive the Regional Premier Concierge Services;
- (f) the Customer acknowledges and agrees that from time to time:
  - (i) there may be costs and expenses payable in relation to goods or services requested by or provided to the Customer in connection with the Regional Premier Concierge Services, including without limitation the cost of any goods that the Customer requests that the Regional Premier Concierge purchase and the cost of any services that the Customer requests that the Regional Premier Concierge arrange to be provided to the Customer; and
  - (ii) customs duties, taxes, and levies, as well as costs, expenses, and disbursements may be incurred by the Regional Premier Concierge or payable in relation to goods or services requested by or provided to the Customer,  
  
(collectively, "**Regional Premier Concierge Costs**"), and such Regional Premier Concierge Costs shall be borne wholly by the Customer, and the Customer shall pay all Regional Premier Concierge Costs in full and in a timely manner using their OCBC credit or debit card;
- (g) the Customer hereby authorises the Bank to debit or charge all Regional Premier Concierge Costs to any of the Customer's card accounts or other accounts with any member of the OCBC Group;
- (h) the Regional Premier Concierge Services and all goods or services requested by or provided to the Customer in connection with the Regional Premier Concierge Services are not cancellable and the Customer shall be liable to pay all Regional Premier Concierge Costs associated with the same once requested by or provided to the Customer; and
- (i) the Customer shall comply at all times with and be bound by any third party terms and conditions applicable in connection with any goods or services requested by or provided to the Customer.

## 5. NET WORTH DASHBOARD

- 5.1 The Bank may, at its sole and absolute discretion, make available to the Customer, functionalities provided via the Bank's Electronic Banking Services that may allow the Customer to access information about their Accounts and/or Products with the Home Bank and/or the



Host Banks (the "**Net Worth Dashboard**"). By accessing and/or using the Net Worth Dashboard, the Customer acknowledges and agrees that:

- (a) the Net Worth Dashboard: (i) is provided for the Customer's convenience only; and (ii) is not intended to be a substitute for any other banking services (including without limitation the OCBC Mobile Banking Services) provided by the Home Bank and/or the Host Banks;
- (b) the Customer shall not (or attempt to) carry out any transaction or provide any instructions to the Bank via or through the Net Worth Dashboard, and shall only provide instructions to the Bank via such channels and in such manner as may be designated by the Bank for such purpose;
- (c) the Net Worth Dashboard may display the Customer's assets (including without limitation deposit Account balances and investment balances) and liabilities (including without limitation outstanding loans and credit card balances) across such Accounts and Products and calculated in such manner as the Bank may determine from time to time;
- (d) even if Accounts or Products are denominated in different currencies, the Net Worth Dashboard may notionally convert amounts relating to such Accounts or Products to a single currency, for display purposes only, and any such notional conversion is provided for the Customer's convenience only and may not accurately reflect the actual value of the relevant balances and totals;
- (e) the Bank does not represent or warrant, and expressly disclaims that the Net Worth Dashboard will meet the Customer's requirements, will be accurate or complete, will always be available, accessible, or function or interoperate with any network, system or service, and/or that any access or use by the Customer will be uninterrupted, timely, secure, or free of error; and
- (f) the Customer shall provide such additional information and documentation, and shall comply with all applicable procedures and additional terms as the Bank may require from time to time.

5.2 The Bank may, at any time and in any manner as it in its sole and absolute discretion considers appropriate, without giving any reason and with or without notice to the Customer, and without liability whatsoever, immediately amend, update, withdraw, modify, terminate, restrict, and/or suspend the Net Worth Dashboard (or any part thereof) for such duration as the Bank thinks appropriate.

## **6. TERMINATION OF PARTICIPATION IN THE PROGRAMME**

6.1 The Bank may, at any time and in any way as it considers appropriate, without giving any reason, and with or without notifying the Customer or being liable to the Customer, immediately amend, update, withdraw, modify, terminate, restrict, and/or suspend the Customer's participation in the Programme (or any part thereof) for such duration as the Bank thinks appropriate, and/or terminate this Agreement.

6.2 Without prejudice to the Bank's rights and remedies at law or in equity, or the Bank's other rights under this Agreement:

- (a) the Bank may upon thirty (30) days (or such period as the Bank may determine) prior written notice terminate this Agreement and the Customer's participation in the Programme; and

- (b) the Bank may immediately terminate this Agreement and the Customer's participation in the Programme, if the Bank believes or suspects any of the following:
  - (i) the Customer has failed to comply with any provision of this Agreement;
  - (ii) the Customer is not designated as an OCBC Premier Banking segment member by the Home Bank or Host Bank, the Customer does not meet any Host Bank Criteria, or the Customer does not meet such criteria within such timelines as the Bank may specify from time to time (including without limitation any AUM Requirements);
  - (iii) any grounds exist for the presentation of a bankruptcy petition against the Customer or an application is made by any party for the appointment of a receiver over the Customer's assets;
  - (iv) the Customer's death, insanity, or incapacity;
  - (v) the Bank's rights or obligations or the Customer's rights or obligations under this Agreement have materially changed, including without limitation in connection with: (1) any change in applicable law, regulations, guidelines, or codes of practice (whether or not having force of law); (2) any inquiry, request, investigation, or proceeding from or commenced by any regulator, government body, or other organisation; or (3) any other event or change in circumstances; or
  - (vi) the performance of any obligation under this Agreement may be illegal or impossible.
- 6.3 The Customer may terminate the Customer's participation in the Programme by instructing the Home Bank and/or the Host Bank to terminate the Customer's designation as an OCBC Premier Banking segment member as well as the Customer's participation in the Programme, and following the instructions given and procedures prescribed by the Bank from time to time.
- 6.4 The Customer acknowledges that termination of the Customer's participation in the Programme will not automatically result in the termination of any linkages between Customer's accounts across the OCBC Group (including without limitation as established in accordance with Clause 2.3(f)). The Customer may terminate such linkages by following the instructions given and procedures prescribed by the Bank from time to time.
- 6.5 The termination of this Agreement shall not affect any rights, obligations, or liabilities accrued prior to the date of such expiry or termination. Upon the termination of this Agreement for any reason, to the maximum extent permissible under applicable law:
  - (a) the Customer shall follow such procedures as the Bank may prescribe from time to time regarding the termination of the Customer's participation in the Programme;
  - (b) the Customer shall pay the Bank any sums that the Customer owes the Bank up to the expiry or termination date of this Agreement; and
  - (c) the rights and obligations of the parties under this Agreement which are expressly or by implication intended to survive the termination of this Agreement, including without limitation Clauses 6, 7, 9, and 10 shall survive and continue to bind the Customer.

## **7. CONSENT FOR DISCLOSURE**

- 7.1 The Customer hereby expressly and irrevocably permits and authorises the OCBC Group, as well as any of its employees, agents, officials and officers for the collection, use, transfer,

disclosing, divulging or revealing at any time in such manner and under such circumstances as the OCBC Group deems necessary or expedient in its sole and absolute discretion without prior reference to the Customer of any information whatsoever (including without limitation Personal Data) relating to the Customer, any of the Customer's Accounts or Products (whether present or future), and any customer information to and between any person at any time and from to time, in any jurisdiction, including but not limited to:

- (a) the branches, subsidiaries, representative offices, affiliates and agents of the Bank;
- (b) any member of the OCBC Group; and/or
- (c) third parties selected by the Bank and/or any of the entities referenced in (a) or (b) wherever situated, for confidential use in connection with the provision of the Programme or any Account or Product to the Customer.

7.2 Without prejudice to the generality of Clause 7.1, the Customer further agrees that:

- (a) if the Customer consents, the Home Bank and/or Host Banks may collect, use, transfer, disclose, divulge or reveal any information whatsoever relating to the Customer, the Customer's Personal Data any of the Customer's Accounts or Products, and any customer information, to Home Bank and/or Host Banks and/or the Customer's relationship managers with the Home Bank and/or the Host Banks; and
- (b) the OCBC Group may process, store, and copy any information whatsoever relating to the Customer, the Customer's Personal Data any of the Customer's Accounts or Products, and any customer information, in any jurisdiction.

7.3 The Bank's rights under this Agreement shall be in addition to and without prejudice to other rights of disclosure available under any other terms or conditions and any applicable law, and nothing in this Agreement is to be read as limiting any of these other rights. The Customer acknowledges and agrees that insofar as the Customer's written permission is required by law or otherwise for any disclosure by the Bank, the signing of any Documentation shall constitute and be deemed to be sufficient permission for such disclosure.

## **8. REPRESENTATIONS AND WARRANTIES**

8.1 The Customer hereby represents and warrants that throughout the term of this Agreement:

- (a) the Customer and OCBC Group will not be in breach of any applicable laws as a result of the Customer participating in the Programme or taking any other action directly or indirectly through the Customer's participation in the Programme;
- (b) the Customer has fully disclosed in writing to the Bank all information and particulars which are material or relevant for disclosure to the Bank for the purpose of this Agreement, the Customer's participation in the Programme, and any arrangement contemplated by or pursuant to this Agreement;
- (c) the Customer has obtained all necessary consents and authorisations required to participate in the Programme and perform all of its obligations under this Agreement;
- (d) the Customer is of full age, of sound mind, and has full legal capacity, power, authority and right to enter into and exercise its rights and perform its obligations under this Agreement;

- (e) unless the Customer has disclosed that it is acting in a trustee capacity or on behalf of another party, it is acting on its own behalf in agreeing to be bound by this Agreement and participating in the Programme;
- (f) this Agreement and arrangements contemplated by or pursuant to this Agreement constitute legal, valid and binding obligations which are enforceable against the Customer; and
- (g) no steps or legal proceedings have been started or threatened regarding the Customer's bankruptcy or to appoint a receiver, trustee, or similar officer for the Customer's assets.

## **9. LIABILITY AND INDEMNITIES**

9.1 To the maximum extent permissible under applicable law, the Customer agrees that:

- (a) except as expressly provided in this Agreement, the Programme (including without limitation the Regional Premier Rewards and Net Worth Dashboard) are provided only on an "as is", "as available" basis only without warranty of any kind (whether express, statutory, implied or otherwise) and participation in the Programme and redemption and use of the Regional Premier Concierge Services and any Regional Premier Rewards are at the Customer's sole risk;
- (b) neither the Bank nor any of its employees, nominees, or agents shall be liable as a result of acting or failing to act except in the case of the Bank's fraud, gross negligence, or wilful default;
- (c) the Bank shall have no liability to the Customer for any indirect, consequential, or special loss or damages (including without limitation loss of profit, business, or goodwill) even if advised of the possibility of such loss or damages;
- (d) the Bank disclaims all warranties, whether express, statutory or implied, oral or in writing, including but not limited to the warranties of non-infringement of third party rights, title, satisfactory quality, accuracy, adequacy, completeness, timeliness, merchantability, currency, reliability, performance, security, fitness for a particular purpose, continued availability, or inter-operability with other systems or services, and no such warranty or representation is given in connection with the Programme (including without limitation the Regional Premier Rewards, Regional Premier Concierge Services, and Net Worth Dashboard); and
- (e) without prejudice to the generality of the foregoing, the Bank shall not be responsible or liable for any loss damage, liability, expense, or other consequence suffered or incurred by the Customer or any third party in connection with the Programme, including without limitation in connection with any one or more of the following:
  - (i) the Customer's own act, omission, default, negligence, misconduct, and/or failure to perform its obligations under this Agreement;
  - (ii) any flaw, default, inaccuracy, non-performance or delayed performance in connection with any Regional Premier Reward;
  - (iii) any loss, injury, damage, or harm suffered or incurred in connection with the redemption or use of any Regional Premier Reward by any person;
  - (iv) any provision, delay, non-provision, or unavailability of any Regional Premier Concierge Services;

- (v) any Regional Premier Concierge Costs;
  - (vi) any defect, malfunction, inaccuracy, delay, non-provision, amendment, modification, or unavailability of the Net Worth Dashboard;
  - (vii) the Customer's access to, use of, and/or reliance on the Net Worth Dashboard;
  - (viii) the transfer, disclosure, divulging, revealing, storage, and/or processing of any information concerning the Customer, any Accounts or Products, and/or the Programme, whether or not authorised by the Customer; and
  - (ix) any acts or omissions of the Bank which it in its sole and absolute discretion considers appropriate to comply with any applicable laws, request of any public or regulatory authority, or any policy of any member of the OCBC Group.
- 9.2 Notwithstanding anything in this Agreement, the Bank shall have no responsibility for the Customer's compliance with applicable laws, regulations, directives, or guidelines (whether local or otherwise).
- 9.3 The Customer shall indemnify the Bank, its affiliates, subsidiaries, branches (regardless of jurisdiction), each member of the OCBC Group and their respective officers, employees, nominees and agents promptly on a full indemnity basis from and against all claims, demands, actions suits proceedings orders losses (direct or consequential) damages costs and expenses (including all duties, taxes and other levies and legal fees on a full indemnity basis) and any and all other liabilities of whatsoever nature or description howsoever arising which they may sustain or incur directly or indirectly in connection with the execution, performance or enforcement of this Agreement, or the Programme, including without limitation any one or more of the following:
- (a) any act or omission by the Customer;
  - (b) any breach by the Customer of any provision, obligation, representation and/or warranty in this Agreement;
  - (c) any breach by the Customer of any terms and conditions prescribed by the Regional Premier Concierge in relation to the Regional Premier Concierge Services;
  - (d) any Regional Premier Concierge Costs;
  - (e) any information, particulars, or Documentation provided by the Customer to any member of OCBC Group which was or subsequently became false, misleading, or incomplete;
  - (f) any transfer, disclosure, divulging, revealing, storage, and/or processing of any information or data by the OCBC Group and/or any of its personnel which the Customer has consented to, and/or which the Customer has provided or made available to the OCBC Group; and/or
  - (g) the enforcement by the Bank of any of its rights (including without limitation rights of sale, set off, recovering payment, or enforcement proceedings) under or in connection with this Agreement.

The aforementioned indemnities shall survive and continue in force notwithstanding the termination of the banking relationship between any member of OCBC Group and the Customer.

- 9.4 Without prejudice to the Bank's other rights and remedies at law, in equity, and/or under this Agreement, where the Bank has suffered any losses, expenses, costs, charges, expenses, and/or where the Customer has incurred any liability to the Bank, in each case as determined by the Bank and whether liquidated or unliquidated, the Bank may deduct any such amounts from any of the Customer's Accounts (whether jointly held or not) and/or set-off such amounts against any sum which may otherwise be due to the Customer under this Agreement or otherwise.

## **10. GENERAL**

### *Amendments*

- 10.1 The Bank may at any time in its sole and absolute discretion and upon written notice to the Customer, change any one or more of the provisions in this Agreement and/or discontinue the Programme (or any aspect thereof). Such change(s) and/or discontinuation(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than thirty (30) days from the date of the notice. However, in certain cases, including without limitation, changes for administrative or clarification purposes, addition of terms and conditions pertaining to new products and services, where required by applicable laws or regulations, where there are changes to applicable laws or regulations, or in time sensitive situations or situations which are not practicable for notice, the Bank is not obliged to give prior notice.
- 10.2 The Bank may notify the Customer of any changes to this Agreement or any changes to the Programme by:
- (a) publishing such changes in statements to be sent to the Customer;
  - (b) displaying such changes at the Bank's branches or automated teller machines;
  - (c) posting such changes on the Bank's website(s);
  - (d) electronic mail or letter;
  - (e) publishing such changes in any newspapers; and/or
  - (f) such other means of communication as the Bank may determine in its sole and absolute discretion.
- 10.3 Where the Customer continues to participate in the Programme after such notification, the Customer shall be deemed to have agreed with and accepted the amendments. If the Customer does not accept any such amendments, the Customer shall forthwith instruct the Home Bank and/or Host Bank to terminate the Customer's participation in the Programme in accordance with Clause 6.3.

### *Conflict*

- 10.4 In the event of any conflict or inconsistency between the terms contained in any of the following documents, the terms of the first-listed document shall prevail over any later-listed document to the extent of any such conflict or inconsistency:
- (a) the applicable Local Addendum;
  - (b) these Terms; and
  - (c) any translation of this Agreement other than the English version.



#### *Language*

- 10.5 This Agreement (or any part thereof) may be provided in English and/or such other languages as may be published by the Bank from time to time. In the event of any conflict, discrepancy, or inconsistency in interpretation between any English and non-English version, the English version shall prevail.

#### *Notices*

- 10.6 All notices, certificates, demands or other communications to the Bank under or in connection with this Agreement, including but not limited to notifications of any change in the Customer's particulars, shall be given in writing (delivered personally or sent by post, telex or facsimile) or in such other mode(s) and/or method(s) acceptable to the Bank from time to time. Notices and communications are deemed to be given by the Customer to the Bank when the notification or communication is sent to the Bank and the Bank actually receives the notification or communication.

#### *Bank's Communications*

- 10.7 The Bank may rely on the address, facsimile number, email address or other particulars last notified to the Bank by the Customer, as accurate, effective, and binding on the Customer.
- 10.8 Any statement, advice, confirmation, notice, demand and all other correspondence by the Bank under this Agreement (including but not limited to any originating claim or other originating process relating to or by which any legal proceedings against any Customer are commenced by the Bank) ("**Correspondence**") shall be deemed served on the Customer:
- (a) if transmitted to a facsimile number, mobile number, telephone number, electronic device or email address, immediately upon such transmission by the Bank (regardless of when the Customer receives the same);
  - (b) if delivered personally, at the time of delivery;
  - (c) if sent by post or courier to a domestic or foreign address, immediately after posting; and/or
  - (d) if published on the Bank's website(s), any newspapers, or at any of the Bank's branches, the time of such publication.
- 10.9 For Correspondence that is returned undelivered, the Customer is still deemed to have received the Correspondence and thus notified, and the Correspondence is deemed to be served on the Customer. The Bank will cease to send further Correspondence until the Customer's relevant contact details are updated.

#### *Recording*

- 10.10 The Bank may in its sole and absolute discretion record all telephone and video call conversations, verbal instructions and communications with and/or from the Customer and to retain such recordings for so long as it thinks fit, and the Customer agrees to the recordings and the use thereof and any transcripts which the Bank may make for any purpose that the Bank deems desirable, including their use as evidence in any proceedings against the Customer or any other person.

#### *Rights are Cumulative*

- 10.11 Each of the rights, powers and remedies given to the Bank under this Agreement shall be cumulative with and without prejudice and in addition to all other rights, powers and remedies



given to the Bank under or by virtue of any other agreement between the Bank and the Customer, statute or rule of law or equity.

*Binding Effect*

- 10.12 This Agreement shall be binding on and inure to the benefit of the Bank and its assigns, the Customer, the Customer's estate, personal representatives, legal representatives, trustee in bankruptcy, receiver, liquidator, and successors and shall also be so binding notwithstanding the absorption or amalgamation of the Bank by or with any other person.

*Outsourcing*

- 10.13 The Bank has the right to delegate, outsource, sub-contract or otherwise appoint any person, whether within or outside Singapore, including without limitation members of the OCBC Group or any third party, to perform any part of its business operations, on such terms as the Bank in its sole and absolute discretion deems fit. Such persons appointed by the Bank may further delegate, outsource, sub-contract or otherwise appoint any other person to perform any part of the relevant business operations. The Bank is also entitled to harness, inter alia, data processing and technology infrastructure support services to enhance the Bank's suite of products and services and improve productivity within the Bank and the OCBC Group.

*Entire Agreement*

- 10.14 This Agreement constitutes the entire agreement and understanding between the Customer and the Bank relating to the subject matter of this Agreement. The Customer acknowledges and agrees that the Customer has not entered into or accepted this Agreement in reliance upon any representation, warranty or undertaking which is not set out or referred to in this Agreement.

*Assignment*

- 10.15 The Customer shall not (nor shall it purport to) assign, novate or transfer all or part of its rights and/or obligations under this Agreement, nor grant, declare or dispose of any right or interest in it, without the prior written consent of the Bank, which may be withheld in Bank's sole and absolute discretion. The Bank may assign, transfer, novate, sub-contract or otherwise deal with all or part of its rights and obligations under this Agreement at its sole and absolute discretion, and any such assignment, transfer, novation, sub-contract or other dealing shall not release the Customer from liability under this Agreement. The Customer hereby agrees to execute any document the Bank requires to give effect to such assignment, novation or transfer.

*Waiver*

- 10.16 No failure or delay by the Bank in exercising or enforcing any right or option under this Agreement shall operate as a waiver thereof or limit, prejudice or impair the Bank's right to take any action or to exercise any right as against the Customer or render the Bank responsible for any loss or damage arising therefrom.

*Severability*

- 10.17 The invalidity, illegality, or unenforceability of any of the provisions of this Agreement shall not prejudice or affect in any way the validity, legality or enforceability of the remaining provisions of this Agreement.