



Terms and Conditions Governing the Monthly Fund Transfer arrangement

1. DEFINITIONS

"I", "my" and "me" means the OCBC Bank account holder or the person (or each of the same (as the case may be)) who has by signing on this form consented to his account maintained with the financial institution being nominated for the debiting of the designated amount on the terms and subject to the conditions of this form and these terms and conditions, and "you" means OCBC Bank.

2. AUTHORIZATION FOR SUBMISSION

I expressly authorise you (where applicable) to submit this form on my behalf to the financial institution.

3. EXCLUSION

I agree that you shall not be liable in any way for any loss of profits, business, goodwill or opportunity or indirect, special or consequential loss or damages which or any other person may suffer or incur in connection with you giving effect to and to carrying out the instructions in any way whatsoever and (without prejudice to the generality of the foregoing) whether arising from fraud, negligence, breach of contract, strict liability or otherwise by you or your officers, employees and agents. I agree that you will not be liable for any delay, mistake, refusal, neglect or omission in the transmission of any instructions or the making of any payment under the same.

4. DISCLOSURE

I hereby irrevocably authorise you and your officers, employees and agents to give, disclose, divulge or reveal, in any manner whatsoever, any customer information (as defined in the Banking Act of Singapore (Cap 19)) relating to me and my account(s) or any other information to any third party (including the financial institution) any information relating to me and/or my account(s) for such commercial, banking or business purposes as you at your discretion think fit. Your rights and abilities under this clause shall be in addition and without prejudice to your other rights of disclosure under and pursuant to (i) the Banking Act and any other statutory provisions and in law, and (ii) any other agreement between us and nothing herein is to be construed as limiting any of those other rights.

5. INDEMNITY

I hereby irrevocably and unconditionally undertake to fully indemnify you and all your employees, nominees, directors and agents and hold you harmless against all losses, damages, liabilities, costs and expenses which you may suffer or incur (including legal costs on a full indemnity basis) as a result of you acting or carrying out, delaying in acting or carrying out or failing to act or carry out any instructions pursuant to these terms and conditions.

6. USE OF AGENTS

I agree that you may use any agent, contractor or correspondent as you may deem fit to carry out or procure any of the matters or transactions under this application and you shall not be liable for any act, omission, neglect or willful default of such agent, contractor and/or correspondent.

7. JURISDICTION/GOVERNING LAW/THIRD PARTY RIGHTS

These terms and conditions shall be governed by the laws of Singapore. I hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore. A person who is not a party to these terms and conditions has no right under the Contracts (Rights of Third Parties) Act, Cap 53B to enforce any terms and conditions. Notwithstanding any term herein the consent of any third party is not required for any subsequent amendments or changes to these terms and conditions.