# UNITED OVERSEAS BANK LIMITED FAR EASTERN BANK LIMITED

# ADDITIONAL TERMS AND CONDITIONS GOVERNING ACCOUNTS AND SERVICES

 (A) TERMS AND CONDITIONS FOR SINGAPORE DOLLAR & FOREIGN CURRENCY TIME / FIXED DEPOSIT ACCOUNTS (INCLUDING TIME / FIXED DEPOSIT ACCOUNTS UNDER: THE CENTRAL PROVIDENT FUND ("CPF") / ACADEMIC STAFF PROVIDENT FUND ("ASPF") INVESTMENT SCHEMES ("CPF/ASPF SCHEME"); AND THE SUPPLEMENTARY RETIREMENT SCHEME ("SRS SCHEME") (COLLECTIVELY KNOWN AS "THE SCHEMES" AND EACH AS "THE SCHEME")

### 1. Additional Terms

The terms and conditions set out herein ("Additional Terms") supplement and are additional to the Terms and Conditions Governing Accounts and Services ("Conditions"). The Additional Terms shall be read together with the Conditions and shall be considered an integral part of the Conditions.

Unless the context otherwise requires or the Additional Terms expressly provide otherwise, all words and expressions as defined in the Conditions shall have the same meanings when used or referred to herein and expressions shall have the meanings ascribed to them respectively when used herein and in the Conditions. In the event of any conflict or inconsistency between any of the Additional Terms with any of the Conditions as supplemented by the Additional Terms, these Additional Terms shall prevail and the Conditions as supplemented by these Additional Terms, shall be deemed to have been amended to the extent necessary to give effect to the Additional Terms.

# 2. Deposits

- 2.1 The minimum initial deposit and subsequent placements shall be such amounts, and the minimum maturity period shall be such period, as determined by the Bank from time to time. A time or fixed deposit advice is merely an advice of placement of a time or fixed deposit. It is not a document of title or receipt.
- 2.2 Deposits are placed for value on a Business Day in accordance with the prevailing market practice or as determined by the Bank from time to time.
- 2.3 Subject to Clause 4(d) below, Instructions to change the period of deposit must be received by the Bank at least two (2) Business Days before the maturity date. If there are no written instructions to renew the deposit, the Bank may (but shall not be obliged to) renew on maturity date the amount of the deposit and any interest accrued thereon which has not been withdrawn, for the same period as the immediate preceding deposit period or for such period, at such interest rates and upon such terms and conditions as the Bank may deem fit from time to time.
- 2.4 Interest on a deposit is due and payable only on maturity date. Any interest credited into an Account prior to the maturity date is subject to the Bank's right to recover the interest by debiting the Account or by other means if the deposit is withdrawn before maturity date.
- 2.5 When a deposit would otherwise mature on a date that is not a Business Day, the maturity date of the deposit will be carried forward to the following Business Day. The definition of a "Business Day" shall be any day when the bank is open for banking business and shall exclude Sundays and Public Holidays in Singapore.
- 2.6 CAUTION: For foreign currency deposits, bank charges and adverse exchange rate movements could erase interest earnings or reduce the original principal amount. Once the foreign exchange rate is contracted, the Customer is bound by it and may not change or cancel the transaction.

### 3. Withdrawals

- 3.1 Subject to Clause 3.2 below, the Customer is entitled to effect withdrawals only on maturity of the deposit.
- 3.2 CAUTION: Premature withdrawals may result in the original principal amount being reduced.
  - (a) Premature withdrawals (whether in whole or in part) may be made only with the Bank's consent and upon such terms as the Bank may in its absolute discretion impose from time to time, including (without limitation) no payment of interest, recovery of interest paid, payment of the Bank's cost of replacing funds, and/or the payment of fees as damages for breach of contract.
  - (b) Where in the opinion of the Bank, premature withdrawals have to be effected due to imposition of or change in laws, rules or regulations, or any acts by any government (whether recognised or unrecognised), central bank, monetary authority or other entity in any country relating to, without limitation, exchange controls, restrictions on convertibility, freezes, moratoria, expropriations, requisitions, changes in a country's currency for any reason whatsoever (including monetary union among countries), involuntary transfers or distraints of any kind, the Bank shall have the right in its absolute discretion to convert the foreign currency deposits into any other currency, and to recover the cost of replacing funds and/or any other costs and expenses incurred by the Bank.

# 4. The Schemes

- With respect to time or fixed deposits under the Schemes,
- (a) A joint time or fixed deposit Account is not allowed under the Schemes.
- (b) No interest shall be paid on CPF/ASPF or SRS monies received by the Bank but which have to be returned to the agent bank or CPF/ASPF Board or the SRS Operator (as the case may be) for any reason whatsoever prior to the monies being placed on time or fixed deposit.
- (c) If the Bank is informed by the agent bank or SRS Operator that the CPF/ASPF or SRS monies (as the case

may be) are insufficient for placement of the full amount of the time or fixed deposit, the transaction will be aborted and the Bank's charges, if any, will be payable by the Customer and the Bank may debit all or any Accounts for such charges. Details of such charges (if any) are available upon request.

- (d) The Customer may instruct the Bank to renew a deposit automatically in respect of the principal and interest or the principal amount only. If there are no written Instructions to renew the time or fixed deposit, or if the Bank does not receive written Instructions to the contrary at least three (3) Business Days before the maturity date, the Bank may (but shall not be obliged to) renew the time or fixed deposit on maturity for such period, at such interest rates and under such terms and conditions as the Bank may deem fit from time to time.
- (e) The Customer shall not use his CPF/ASPF or SRS monies (as the case may be) to reimburse existing time or fixed deposits which are not under the Scheme, nor convert the existing time or fixed deposits to the Scheme.
- (f) The Bank may forward the principal amount and/or interest on the time or fixed deposit to the agent bank or the SRS Operator (as the case may be) in the following circumstances:
  - (i) Where the Customer instructs the Bank to renew only the principal amount on maturity excluding the interest earned, the Bank shall credit the interest to the Customer's CPF/ASPF Investment Account with the agent bank or the Customer's SRS Account with the SRS Operator (as the case may be).
  - (ii) On early termination or on maturity of time or fixed deposits where no Instructions have been received for renewal of the deposits, the Bank shall inform the agent bank or the SRS Operator (as the case may be) of the early termination or maturity of the time or fixed deposits and forward the monies to the Customer's CPF/ASPF Investment Account with the agent bank or the Customer's SRS Account with the SRS Operator (as the case may be). Payment of interest on early termination of the deposit shall be at the absolute discretion of the Bank. An administrative fee may be charged by the Bank for early termination of the time or fixed deposits.
- (g) In addition to the provisions of Clause 16.1 in the Conditions, the Customer consents to the Bank disclosing information (including personal data) concerning the Customer, the money or other relevant particulars of the Account to CPF/ASPF Board, the Customer's agent bank and/or the Customer's SRS Operator (as the case may be).

# 5. CPF / ASPF Scheme

- With respect to time or fixed deposits under the CPF/ASPF Scheme,
- (a) The time or fixed deposit interest rate prevailing on the day the Bank receives the Customer's application to place his CPF/ASPF monies with the Bank will be quoted to the Customer if such application is received during Banking Hours, whether electronically or through the post or by hand delivery. In the event that the Bank so receives such an application after Banking Hours, the Bank reserves the right to quote the interest rate prevailing on the following Business Day instead.
- (b) The value date of the time or fixed deposit shall be the date of receipt of the CPF/ASPF monies from the agent bank at which the Customer maintains his CPF/ASPF Investment Account, if the Bank receives the monies during Banking Hours, or such other date as the Bank may in its discretion stipulate. In the event that the Bank receives the CPF/ASPF monies after Banking Hours, the Bank reserves the right to select the following Business Day, or such other date as the Bank may in its discretion stipulate, as the value date of the time or fixed deposit instead.
- (c) If the Bank, having quoted a time or fixed deposit interest rate to the Customer on receipt of the Customer's application under Clause 5(a) above, does not receive the CPF/ASPF monies within seven (7) working days from the date of the Bank's receipt of such an application, the Bank reserves the right to vary the interest rate earlier quoted to the Customer, and on the Bank's receipt of the CPF/ASPF monies, to place the monies at the Bank's then prevailing rate for time or fixed deposits under the CPF/ASPF Scheme.
- (d) For the placement and renewal of the fixed deposits placed using CPF monies ("CPFFD"), if the effective CPFFD interest rate is below the prevailing CPF interest rate (CPFIS-OA or CPFIS-SA), the Bank will not accept placement or auto-renew the customer's CPFFD and will credit the principal amount and interest accrued (if any) to the customer's CPF Investment Account (under CPFIS-OA) with the Agent Bank or CPF Special Account (under CPFIS-SA) with CPF Board.
- (e) The Bank's determination of the time and date of receipt of the Customer's application and/or monies under this Clause 5 shall be conclusive and binding against the Customer.

# 6. SRS Scheme

- With respect to time or fixed deposits under the SRS Scheme,
- (a) The time or fixed deposit interest rate for Singapore Dollar time or fixed deposit prevailing on the day the Bank receives the Customer's application to place his SRS monies with the Bank will be quoted to the Customer if such application is received during Banking Hours, whether electronically or through the post or by hand delivery. In the event that the Bank so receives such an application after Banking Hours, the Bank reserves the right to quote the interest rate prevailing on the following Business Day instead.
- (b) The value date of the Singapore Dollar time or fixed deposit shall be the date of receipt of the SRS monies from the SRS Operator at which the Customer maintains his SRS Account, if the Bank receives the monies during Banking Hours, or such other date as the Bank may in its discretion stipulate. In the event that the Bank receives the SRS monies after Banking Hours, the Bank reserves the right to select the following Business Day, or such other date as the Bank may in its discretion stipulate, as the value date of the Singapore Dollar time or fixed deposit instead.
- (c) The Bank will quote the value date, time or fixed deposit interest rate and exchange rate for foreign

currency time or fixed deposit as is prevailing on the day the Bank receives the SRS monies from the SRS Operator at which the Customer maintains his SRS Account, if the Bank receives the monies during Banking Hours, or such other date as the Bank may in its discretion stipulate. In the event that the Bank receives the SRS monies after Banking Hours, the Bank reserves the right to select the value date, time or fixed deposit interest rate and exchange rate as is prevailing on the following Business Day instead, or such other date as the Bank may in its discretion stipulate.

- (d) If the Bank, having quoted the Singapore Dollar time or fixed deposit interest rate to the Customer on receipt of the Customer's application under Clause 6(a) above, does not receive the SRS monies within seven (7) days from the date of the Bank's receipt of such an application, the Bank reserves the right to vary the interest rate earlier quoted to the Customer, and on the Bank's receipt of the SRS monies, to place the monies at the Bank's then prevailing rate for Singapore Dollar time or fixed deposits under the SRS Scheme.
- (e) The Bank's determination of the time and date of receipt of the Customer's application and/or monies under this Clause 6 shall be conclusive and binding against the Customer.

#### 7. Definitions

For the purposes herein:

- (a) "SRS Account" means the account opened by the Customer under the SRS Scheme with the SRS Operator; and
- (b) "SRS Operator" means any financial institution that participates in the SRS Scheme and acts as a Custodian of contributions made under the SRS Scheme pursuant to an agreement with the Ministry of Finance.

### (B) TERMS AND CONDITIONS FOR GOLD SAVINGS ACCOUNTS AND SILVER SAVINGS ACCOUNTS

#### 1. Additional Terms

The terms and conditions set out herein ("Additional Terms") supplement and are additional to the Terms and Conditions Governing Accounts and Services ("Conditions"). The Additional Terms shall be read together with the Conditions and shall be considered an integral part of the Conditions.

Unless the context otherwise requires or the Additional Terms expressly provide otherwise, all words and expressions as defined in the Conditions shall have the same meanings when used or referred to herein and expressions shall have the meanings ascribed to them respectively when used herein and in the Conditions. In the event of any conflict or inconsistency between any of the Additional Terms with any of the Conditions as supplemented by the Additional Terms, these Additional Terms shall prevail and the Conditions as supplemented by these Additional Terms, shall be deemed to have been amended to the extent necessary to give effect to the Additional Terms.

### 2. Opening Account

In opening a Gold Savings Account and/or Silver Savings Account the Customer recognises and acknowledges that:-

- (a) the gold or silver market (as the case may be) is volatile;
- (b) losses can be incurred from such an investment;
- (c) an investment in gold or silver (as the case may be) provides no dividend yield or interest; and
- (d) gold or silver prices (as the case may be) would have to rise sufficiently over the investment period in order to yield a profit on sale.

#### 3. Unit of Transaction

Each purchase and sale of gold or silver (as the case may be) may be made in whole units of grams or ounces respectively (as the case may be) subject to such minimum amount as the Bank may determine from time to time ("Minimum Amount"). Transactions may be made during Banking Hours on a Business Day, based on the buying/selling prices per gram of gold or ounce of silver (as the case may be) quoted by the Bank on the relevant day.

### 4. Purchase / Deposit

To purchase gold or silver (as the case may be) for deposit into the Gold Savings Account or Silver Savings Account (as the case may be), the Customer shall sign purchase forms/vouchers available at the Bank. Each purchase shall not be less than the Minimum Amount, and the Customer shall maintain at least the Minimum Amount in the Gold Savings Account or the Silver Savings Account (as the case may be). Payments by cheques or other instruments are subject to such conditions as the Bank may impose from time to time.

#### 5. Sale / Withdrawal

To sell any gold in the Gold Savings Account or any silver in the Silver Savings Account (as the case may be), the Customer shall sign sale forms/vouchers available at the Bank. Withdrawals shall be in cash only, not by physical delivery of gold or silver (as the case may be). Each withdrawal shall not be less than the Minimum Amount, and the value thereof shall be determined by the Bank's buying price on the withdrawal date.

### 6. Charges

A monthly service charge in grams of gold or ounces of silver (as the case may be) is payable based on the highest amount of gold or silver (as the case may be) recorded in the Gold Savings Account or the Silver Savings Account (as the case may be) during a calendar month. The service charges are calculated at such rates, and subject to such minimum charges per month, as the Bank may determine from time to time.

# 7. Right to Buy Back

If the Customer fails to pay any monies due and payable, the Bank shall have the right at its absolute discretion to buy back from the Customer any or all of the gold in the Gold Savings Account or the silver in the Silver Savings Account (as the case may be) at the Bank's buying price on the day the Bank exercises its right to buy back the gold or silver (as the case may be). If the Customer pays for any purchase of gold or silver (as the case may be) by cheque and the cheque is dishonoured for whatever reason, the Bank shall have the right at its absolute discretion to buy back from the Customer any or all the gold in the Gold Savings Account or the silver in the Silver Savings Account (as the case may be) at the price which is determined by applying the lower of the Bank's buying price on the day the Bank exercises its right to buy back the gold or silver (as the case may be) and the Bank's selling price on the day the Customer purchases the gold or silver (as the case may be). Any loss suffered by the Bank in this connection shall be a debt due and owing from the Customer to the Bank and recoverable as such.

# 8. Closure of Account

Upon closure of the Gold Savings Account or the Silver Savings Account (as the case may be) pursuant to Clause 6.1 of the Conditions, the Bank may, but shall not be obliged to, buy back the gold or silver (as the case may be) at the Bank's buying price on the day the Bank exercises its right to buy back the gold or silver (as the case may be), and set off the cash proceeds from the purchase against any monies due and payable to the Bank. The Bank may discharge its liability to the Customer by sending a cheque or draft for any balance cash proceeds (free of interest) by ordinary post to the last known address of the Customer in the Bank's record.

# (C) TERMS AND CONDITIONS FOR i-ACCOUNTS AND GLOBAL CURRENCY ACCOUNTS

# 1. Additional Terms

The terms and conditions set out herein ("Additional Terms") supplement and are additional to the Terms and Conditions Governing Accounts and Services ("Conditions"). The Additional Terms shall be read together with the Conditions and shall be considered an integral part of the Conditions.

Unless the context otherwise requires or the Additional Terms expressly provide otherwise, all words and expressions as defined in the Conditions shall have the same meanings when used or referred to herein and expressions shall have the meanings ascribed to them respectively when used herein and in the Conditions. In the event of any conflict or inconsistency between any of the Additional Terms with any of the Conditions as supplemented by the Additional Terms, these Additional Terms shall prevail and the Conditions as supplemented by these Additional Terms, shall be deemed to have been amended to the extent necessary to give effect to the Additional Terms.

# 2. Credit Line

- 2.1 Where the Customer maintains a fixed or time deposit Account with the Bank ("Deposit Account"), he may apply on the Bank's prescribed form for a credit line. (In the case of an i-Account, he must apply to link the Deposit Account to the i-Account.) The Bank may grant to the Customer a credit line subject to such limit and upon such terms as the Bank may in its absolute discretion deem fit, Provided that the Deposit Account is not already pledged or charged as security to any party or otherwise encumbered in any way.
- 2.2 The Bank may, without affecting its rights, at any time and from time to time without notice to the Customer, determine or vary the credit line.
- 2.3 The Customer hereby irrevocably authorises the Bank to automatically renew the deposits in the Deposit Account upon maturity for a similar period at the prevailing rate, without notice to the Customer.
- 2.4 The Customer shall not withdraw any sums from the Deposit Account until all outstanding amounts under the credit line have been fully repaid, Provided that where the sum in the Deposit Account exceeds the prevailing outstanding amount, the Customer may withdraw such part of the Deposit Account which is in excess of the outstanding amount, whereupon the Bank may adjust the credit limit.
- 2.5 The term "Deposit Account" used herein shall include Singapore Dollar and foreign currency fixed or time deposit Accounts.

# (D) TERMS AND CONDITIONS FOR CHEQUE TRUNCATION SYSTEM ("CTS")

# 1. Terms for CTS

The terms and conditions set out herein ("Terms for CTS") supplement and are additional to the Terms and Conditions Governing Accounts and Services ("Conditions"). These Terms for CTS shall be read together with the Conditions and shall be considered an integral part of the Conditions. Unless the context otherwise requires or these Terms for CTS expressly provide otherwise, all words and expressions as defined in the Conditions shall have the same meanings when used or referred to herein and expressions shall have the same meanings when used herein and in the Conditions. In the event of any conflict or inconsistency between any of these Terms for CTS with any of the Conditions as supplemented by these Terms for CTS, these Terms for CTS shall prevail and the Conditions as supplemented by these Terms for CTS, shall be deemed to have been amended to the extent necessary to give effect to these Terms for CTS.

# 2. Collecting/Presenting Bank

2.1 The Bank may (but shall not be obliged to) submit for CTS Clearing and/or Settlement and payment in accordance with the CTS Bye-Laws and Settlement Arrangement all SGD CTS Articles presented by the Customer to the Bank for collection.

- 2.2 The Bank shall not be obliged to return any SGD CTS Article presented by the Customer to the Bank for collection notwithstanding that such SGD CTS Article or the CTS Image Item of such SGD CTS Article has been dishonoured or that payment thereon has been refused on presentation of the CTS Image Item of such SGD CTS Article in accordance with the CTS Bye-Laws Provided Nevertheless that:
  - (a) in the event that any such SGD CTS Article has been dishonoured after presentation by the Bank for CTS Clearing and/or Settlement, the Bank shall provide the Customer with an IRD of the SGD CTS Article; and
  - (b) in the event that the Bank is able to return and decides to return the SGD CTS Article to the Customer:
    - (i) the Customer shall pay the Bank a fee of such amount as the Bank may reasonably prescribe for the return of the SGD CTS Article; and
    - (ii) where the Bank has provided the Customer with an IRD of such SGD CTS Article, the Customer shall return the IRD to the Bank in exchange for the return of the SGD CTS Article to the Customer failing which the Bank may refuse to return the SGD CTS Article.
- 2.3 The Bank shall not be obliged to replace any IRD of any SGD CTS Article provided to the Customer which has been misplaced or lost.
- 2.4 The Customer shall not present any IRD of any SGD CTS Article to any person (other than the Bank) for collection or payment. The Bank may reject any altered, mutilated or defaced IRD presented by the Customer to the Bank for collection or payment.
- 2.5 Where the Bank credits any account of the Customer with the amount of any SGD CTS Article presented to the Bank for collection:
  - (a) the Customer shall not be entitled to withdraw or transfer the amount so credited and the amount so credited shall not constitute the available balance on the account before the Bank receives full payment of the amount of the SGD CTS Article unless the Bank otherwise permits or agrees; and
  - (b) the Bank shall be entitled to debit the account with the amount so credited in any of the following events regardless of whether the amount so credited has become part of the available balance of the account in the event that:
    - (i) the SGD CTS Article or the CTS Image Item of the SGD CTS Article presented for CTS Clearing and/or Settlement is dishonoured for any reason; or
    - (ii) the Bank is required by or liable under the CTS Bye-Laws or any of the CTS Agreements to refund or make any payment to any person in respect of the amount paid and collected by the Bank on the SGD CTS Article or the CTS Image Item of the SGD CTS Article.
- 2.6 The Bank may retain for such period as the Bank considers appropriate the SGD CTS Article presented by the Customer to the Bank for collection and may destroy them at any time after the end of the period and shall not be liable to the Customer for any loss, damage or destruction of any of those SGD CTS Articles howsoever caused whilst in the custody of the Bank or any contractor or service provider of the Bank.
- 2.7 The Bank may (but shall not be obliged to) mark any CTS Item relating to any SGD CTS Article at the request of the Customer and may impose or charge the Customer such fee therefor as the Bank may determine.

# 3. Paying Bank

- 3.1 The Bank shall be entitled:
  - (a) to honour and make payment on any Customer SGD CTS Article:
    - (i) presented in the manner provided in Section 87A(1) of the Bills of Exchange Act or in the form of a CTS Image File for CTS Clearing and/or Settlement in accordance with the CTS Bye-Laws and the Settlement Arrangement; or
    - (ii) which by the CTS Bye-Laws and or any CTS Agreements, the Bank is obliged to honour or make payment in respect of the Customer SGD CTS Article or a CTS Image Item of the Customer SGD CTS Article; and
  - (b) to debit any account of the Customer with the Bank the amount paid by the Bank on the Customer SGD CTS Article or to require the Customer to reimburse the Bank the amount so paid by the Bank, in which event the Customer shall immediately reimburse the Bank the amount so paid by the Bank.
- 3.2 The Bank shall not be obliged:
  - (a) to require the delivery to the Bank of any Customer SGD CTS Article or a CTS Image Item of the Customer SGD CTS Article presented for CTS Clearing and/or Settlement before or after the Bank honours or makes payment on it; and
  - (b) to return to the Customer any Customer SGD CTS Article or a CTS Image Item of the Customer SGD CTS Article presented for CTS Clearing and/or Settlement which the Bank had honoured or on which the Bank had made payment.

Where the Customer requests for the return of any such Customer SGD CTS Article on which the Bank has made payment, the Bank may (but shall not be obliged to) request the Presenting Bank to retrieve the Customer SGD CTS Article and the Customer shall pay the Bank the fee prescribed by the Bank for making the request and shall reimburse the Bank all fees and expenses incurred by the Bank in securing the return of the Customer SGD CTS Article.

- 3.3 The Customer shall not draw any cheque, bill of exchange, instrument or document on the Bank or on any account of the Customer with the Bank except in the form and on such paper printed in accordance with such specifications as the Bank may approve or in the form and on paper provided by the Bank to the Customer for the purpose and the Bank shall be entitled to dishonour any cheque, bill of exchange, instrument or document which is drawn in contravention of this provision.
- 3.4 Notwithstanding any agreement or instruction of the Customer to the contrary, the Bank shall be entitled to honour and pay on any Customer SGD CTS Article which has been signed without any stamp or seal of the Customer and shall be entitled to dishonour and reject any Customer SGD CTS Article which bears the stamp or seal of the Customer.

# 4. Dispatch of IRD and Customer SGD CTS Article to Customer

4.1 The Bank may dispatch any IRD of any SGD CTS Article or any Customer SGD CTS Article to the Customer in any manner as the Bank may consider appropriate and at the risk of the Customer. The Bank shall not be liable to the Customer for any loss of any such IRD or Customer SGD CTS Article occurring after it has been posted to the Customer by pre-paid post or dispatched by any courier selected by the Bank. The Customer shall reimburse the Bank in respect of all fees and expenses incurred by the Bank in posting, dispatching or sending to the Customer any IRD of any SGD CTS Article or Customer SGD CTS Article in such manner selected by the Bank.

# 5. Exclusion of Liability

- 5.1 The Bank shall not be liable to the Customer for any loss, damage or liability caused by or arising from any one or more of the following events or matters, howsoever caused or occurring:
  - (a) any virus, default, defect, deficiency or malfunction in and/or any breakdown, disruption or failure of any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by the Bank or any person for the purpose of or in connection with the CTS Clearing and/or Settlement;
  - (b) the cessation or interruption of the availability or operation of services provided by the CTS Operator and/or the MAS in respect of CTS Clearing and/or Settlement;
  - (c) any act, neglect or omission of the CTS Operator, the MAS, and/or any other person who provides any equipment or service required for or in connection with CTS Clearing and/or Settlement;
  - (d) any payment by the Bank on any Customer SGD CTS Article or any CTS Image Item of the Customer SGD CTS Article presented for CTS Clearing and/or Settlement which has been altered or forged in any way and any debit by the Bank of the account of the Customer for amount of such payment;
  - (e) the failure or refusal of the Bank to accept, honour and or make payment on any Customer SGD CTS Article or any CTS Image Item of such Customer SGD CTS Article; and
  - (f) any event, the occurrence of which is beyond the Bank's reasonable control, including fire, earthquake, flood, lightning, riots, strikes, lockouts, government action, war, disruption of electrical or power supplies.
- 5.2 Without prejudice to the generality of the foregoing and notwithstanding any provision to the contrary in this Agreement or in any other agreement between any Bank and the Customer, the Bank shall not in any event be liable to the Customer for any indirect or consequential loss or damages, or for punitive damages, whether arising from any breach of the Bank's obligations to the Customer or otherwise.

### 6. Definitions

The following words and expressions wherever used in these Terms for CTS shall have the meanings set out herein subject to Condition 8.1 of Section 8 of these Terms for CTS below.

"Bank Agreement" means the agreement between the Bank and the CTS Operator relating to provision to the Bank of Services for CTS, as defined in the CTS Bye-Laws;

"Bills of Exchange Act" means the Bills of Exchange Act, Chapter 23 of the Singapore Statutes 1999 Revised Edition, and includes all additions, amendments and revisions thereto effected from time to time;

"Clearing House Regulations" means the Banking (Clearing House) Regulations made pursuant to the Banking Act, Chapter 19 of the Singapore Statutes 1998 Revised Edition, and includes all additions, amendments and revisions thereto effected from time to time;

"CTS Agreements" means the Bank Agreement, Settlement Arrangement and any and all agreements between the Bank and any other persons or persons relating to Services for CTS and or the CTS Clearing and/or Settlement;

"CTS Bye-Laws" means the Bye-Laws of the Singapore Clearing House Association in respect of Cheque Truncation System (SGD Clearing and Settlement) and includes all additions, amendments and revisions thereto effected from time to time;

"CTS Bye-Laws (Non-SGD Clearing)" means the Bye-Laws of the Singapore Clearing House Association in respect of Cheque Truncation System (Non-SGD Clearing and Settlement) and includes all additions, amendments and revisions thereto effected from time to time;

"CTS Clearing" has the same meaning as defined in the CTS Bye-Laws;

"CTS Image File" has the same meaning as defined in the CTS Bye-Laws;

"CTS Image Item" has the same meaning as defined in the CTS Bye-Laws;

"CTS Item" has the same meaning as defined in the CTS Bye-Laws;

"CTS Operator" means the person who is the Operator as defined in the CTS Bye-Laws;

"Customer SGD CTS Article" means any SGD CTS Article (including any cheque or bill of exchange) which appears or purports to have been signed, issued or drawn by or on behalf of the Customer on the Bank or on any account of the Customer with the Bank and including any instruction which purports to have been signed, issued or drawn by or on behalf of the Customer to make payment of or transfer any sum to any person out of any account of the Customer with the Bank;

"IRD" has the same meaning as defined in the CTS Bye-Laws;

"MAS" has the same meaning as defined in the CTS Bye-Laws;

"Non-SGD CTS Articles" shall mean 'Articles' as the term is defined in the CTS Bye-Laws (Non-SGD Clearing); "Section" means any section in these Terms for CTS;

"Settlement" means settlement of the Bank's position resulting from CTS Clearing;

"Settlement Arrangement" means the arrangement made between the Bank and the MAS and the Clearing House Regulations and all other arrangements made between the Bank and the MAS with respect to the clearing and settlement of the SGD CTS Articles;

"SGD" means Singapore dollars, which is the lawful currency of the Republic of Singapore;

"SGD CTS Articles" shall mean "Articles" as the term is defined in the CTS Bye-Laws; and

"USD" means United States dollars, which is the lawful currency of the United States of America.

# 7. Clearing and Settlement of Non-SGD CTS Articles

- 7.1 Where any Non-SGD CTS Article presented to the Bank for collection is denominated in USD and the currency of the account to which the Bank is required to credit the amount of the Non-SGD CTS Article is not USD, the provisions of Condition 2.5 of Section 2 of these Terms for CTS above shall apply to the crediting and debiting of the account as follows:
  - (a) the Bank may convert the amount of the Non-SGD CTS Article into the currency of the account at the Bank's rate of exchange prevailing at the time when the Bank receives the Non-SGD CTS Article for collection and credit the account with the amount derived from such conversion; and
  - (b) the amount which the Bank shall debit pursuant to Condition 2.5(b) of Section 2 of these Terms for CTS above shall be the amount equal to the amount of the Non-SGD CTS Article converted at the Bank's rate of exchange prevailing at the time when the Bank is notified of the occurrence of any of the events in sub-paragraphs (i) or (ii) of Condition 2.5(b) of Section 2 of these Terms for CTS above.
- 7.2 Where any Non-SGD CTS Article presented to the Bank for collection is denominated in any currency other than USD and the currency of the account to which the Bank is required to credit the amount of the Non-SGD CTS Article is not the currency in which the Non-SGD CTS Article is denominated, the provisions of Condition 2.5 of Section 2 of these Terms for CTS above shall apply to the crediting and debiting of the account as follows:
  - (a) the Bank may convert the amount of the Non-SGD CTS Article into the currency of the account at the paying bank's rate of exchange prevailing at the time when the Bank receives the Non-SGD CTS Article for collection and credit the account with the amount derived from such conversion; and
  - (b) the amount which the Bank shall debit pursuant to Condition 2.5(b) of Section 2 of these Terms for CTS above shall be the amount equal to the amount credited by the Bank pursuant to sub-paragraph (a) above.

# 8. Definitions of Non-SGD CTS Articles

8.1 The provisions of Sections 2 to 5 of these Terms for CTS above (excluding Condition 2.7 of Section 2 of these Terms for CTS) shall apply to Non-SGD CTS Articles and for this purpose, references in those Sections to the following terms shall have meanings set out below in lieu of the meanings defined in Section 6 of these Terms for CTS:

"Bank Agreement" means the agreement between the Bank and the CTS Operator relating to provision to the Bank of Services for CTS, as defined in the CTS Bye-Laws;

"Bills of Exchange Act" means the Bills of Exchange Act, Chapter 23 of the Singapore Statutes 1999 Revised Edition and includes all additions, amendments and revisions thereto effected from time to time;

"Clearing Account Agreement" means the agreement between the Bank and the relevant Settlement Bank relating to the provision of Services for Settlement, as defined in the CTS Bye-Laws (Non-SGD Clearing);

"CTS Agreements" means the Bank Agreement, Clearing Account Agreement and any and all agreements between the Bank and any other persons or persons relating to Services for CTS and or the CTS Clearing and/or Settlement;

"CTS Bye-Laws" shall be replaced with "CTS Bye-Laws (Non-SGD Clearing)";

"CTS Clearing" has the same meaning as defined in the CTS Bye-Laws (Non-SGD Clearing);

"CTS Image Item" has the same meaning as defined in the CTS Bye-Laws (Non-SGD Clearing);

"CTS Image File" has the same meaning as defined in the CTS Bye-Laws (Non-SGD Clearing);

"CTS Operator" means the person who is the Operator as defined in the CTS Bye-Laws (Non-SGD Clearing); "Customer SGD CTS Article" means any Non-SGD CTS Article (including any cheque or bill of exchange) which appears or purports to have been signed, issued or drawn by or on behalf of the Customer on the Bank or on any account of the Customer with the Bank and including any instruction which purports to have been signed, issued or drawn by or on behalf of the Customer to make payment of or transfer any sum to any person out of any account of the Customer with the Bank;

"IRD" has the same meaning as defined in the CTS Bye-Laws (Non-SGD Clearing);

"MAS" shall be replaced with "Settlement Bank";

"Settlement Arrangement" shall be replaced with "Clearing Account Agreement";

"Settlement Bank" has the same meaning as defined in the CTS Bye-Laws (Non-SGD Clearing); and "SGD CTS Articles" shall be replaced with "Non-SGD CTS Articles".

### (E) TERMS AND CONDITIONS FOR JUNIOR SAVERS ACCOUNT

### 1. Additional Terms

The terms and conditions set out herein ("Additional Terms") supplement and are additional to the Conditions set out in the Terms and Conditions Governing Accounts and Services (the "Terms and Conditions"). The Additional Terms shall be read together with the Conditions and shall be considered an integral part of the Conditions.

Unless the context otherwise requires or the Additional Terms expressly provide otherwise, all words and expressions as defined in the Conditions shall have the same meanings when used or referred to herein and expressions shall have the meanings ascribed to them respectively when used herein and in the Conditions. In the event of any conflict or inconsistency between any of the Additional Terms with any of the Conditions as supplemented by the Additional Terms, these Additional Terms shall prevail and the Conditions as supplemented by these Additional Terms, shall be deemed to have been amended to the extent necessary to give effect to the Additional Terms.

# 2. Definitions

For the purposes herein:

"Average Daily Balance" shall mean the average daily balance of funds in the Junior Savers Account as calculated by aggregating the daily balance over a calendar month and dividing the aggregated total by the number of days in that month;

"Account Maturity Date" shall mean the date on which the Junior Saver attains twenty-one years of age;

"Co-Holder" shall mean the Customer who applies for the opening of the Junior Savers Account;

"Coverage Period" shall mean the period commencing from the opening of the Junior Savers Account and ending on the date on which the Junior Saver attains 17 years of age or the date on which the Co-Holder attains 65 years of age, whichever is the shorter;

"DTPD Month" with regard to a Co-Holder in respect of which a claim is submitted, shall mean the month in which the Co-Holder dies, or is Totally and Permanently Disabled (as defined in Appendix 1 of these Terms); "Qualifying Balance" shall mean the average daily balance of funds in the Junior Savers Account during the Qualifying Claim Period as calculated by aggregating the Average Daily Balance for each month of the Qualifying Claim Period and dividing the aggregated total by the number of months in that Period;

"Qualifying Claim Period" shall mean the 6-month period immediately prior to the DTPD Month (including the DTPD Month itself), provided that if the Junior Savers Account has been opened for a period of less than 6 months, "Qualifying Claim Period" shall refer to that shorter period (including the DTPD month itself); and "Junior Saver" shall mean the individual specified by the Co-Holder in the relevant application as the joint holder of the Junior Savers Account.

# 3. Nature of Account

- 3.1 A Junior Savers Account is a joint account held in such manner as the Bank may permit from time to time.
- 3.2 The Co-Holder shall specify the name of the Junior Saver in the relevant application on the opening of the Junior Savers Account. The Co-Holder may not specify a person who is more than 16 years of age as the Junior Saver.
- 3.3 The Account is intended and shall be for the joint benefit of the Co-Holder and the Junior Saver. Clause 26 of the Terms and Conditions shall not apply in respect of the Junior Saver, who shall be entitled under the Contracts (Rights of Third Parties) Act 2001 to enforce any terms of the Terms and Conditions and these Additional Terms.
- 3.4 Notwithstanding any term herein, the consent of the Junior Saver shall not be required for any subsequent agreement between the parties hereto to amend or vary (including any release or compromise of liability) or terminate the Terms and Conditions and Additional Terms.
- 3.5 The Co-Holder confirms that the Junior Savers Account is not a trust account for the benefit of the Junior Saver, and further confirms that there is no intention to create any trust relationship between the Junior Saver and the Co-Holder in respect of the Junior Savers Account.

# 4. Opening and Operation of Accounts

- 4.1 Unless the Bank otherwise agrees, there shall only be one Junior Saver in a Junior Savers Account at any time.
- 4.2 The Co-Holder shall be the sole operator of the Junior Savers Account until such time as the Junior Saver has attained the age of 15 and has lodged such information with the Bank as the Bank shall require in its sole and absolute discretion.
- 4.3 Notwithstanding the above, the Co-Holder shall be the sole operator of the Junior Savers Account until such date as the Junior Saver has been issued with a National Registration Identity Card (the "NRIC") or the foreign equivalent.
- 4.4 The Bank shall charge a minimum balance fee of \$\$2.00 (or such amount as the Bank may from time to time determine) in respect of the maintenance of the Junior Savers Account and further reserves the right to close the Junior Savers Account and return the outstanding balance of funds to the Co-Holder at any time in its sole and absolute discretion where the outstanding balance of funds is less than \$\$500.00 (or such amount as the Bank may from time to time determine).
- 4.5 Clause 9.4 of the Terms and Conditions shall apply in respect of the Junior Savers Account.
- 4.6 In the event of death of the Junior Saver, the balance standing to the credit of the Junior Savers Account shall revert to the Co-Holder.
- 4.7 On the Account Maturity Date, the Bank shall in accordance with its monthly or annual procedures apply the whole of the Junior Savers Account towards the credit of a new statement based joint savings account in the joint names of the Co-Holder and Junior Saver.

# 5. Insurance Policy

- 5.1 The Bank will procure a life insurance policy (the "Policy") to be taken out with the Co-Holder as the insured covering usual death and Total and Permanent Disabilities and the Junior Saver as the beneficiary in respect of Junior Savers Accounts which are opened with a minimum deposit of \$\$3,000.00 (or such amount as the Bank may from time to time determine), save that the Bank shall not procure the Policy in respect of Junior Savers Accounts which are opened by Co-Holders who have attained the age of 60 and above.
- 5.2 The premiums on the Policy will be paid by the Bank. Notwithstanding anything to the contrary, the Bank reserves the right at any time and from time to time to withdraw the policy without being required to give a reason therefore.
- 5.3 The Policy shall cover the Junior Savers Account for the Coverage Period.
- 5.4 The value of the Policy shall be based on the Qualifying Balance in the Junior Savers Account for the Qualifying Claim Period save that the Policy shall not cover claims which are made in respect of Junior Savers Accounts for which the Average Daily Balance has been less than S\$3,000.00 (or such limit as the Bank may from time to time impose) at any time during that period. Claims made under the Policy are subject to a maximum aggregate value of S\$150,000.00 (or such limit as the Bank may from time to time impose) which shall apply

in respect of all Junior Savers Accounts which are held by the Co-Holder. If the Co-Holder has created more than one Junior Savers Account, then the proceeds of the Policy will be distributed proportionately based on the Qualifying Balance in each Junior Savers Account in the Qualifying Claim Period.

- 5.5 The Policy shall be governed by the master terms and conditions of the insurer (the "Master Insurance Agreement"), and material terms of the Master Insurance Agreement which shall apply as between the Bank, the Co-Holder and the Junior Saver are attached as Appendix 1 to these Additional Terms. References in the Master Insurance Agreement to Members, Insured Members and Eligible Members shall be taken to be references to the Co-Holder. Notwithstanding the above, the Co-Holder and the Junior Saver shall have no right to enforce any of the terms and conditions of the Master Insurance Agreement against the Bank or the insurer.
- 5.6 The Bank shall only pay out on claims made under the Policy in respect of monies which have been received from the insurer for the purpose of satisfying the claim.
- 5.7 The Co-Holder and the Junior Saver shall not, without the written approval of the Bank, in any way assign, transfer or charge to any third party whether by security or otherwise (including by declaration of trust) his rights and obligations under the Policy.
- 5.8 Any revision of monetary limits applying to the Policy shall be notified to the Co-Holder in the Statement of Account.
- 5.9 The policy shall be taken out on terms that it is renewable annually by the Bank but shall not be renewed after the expiry of the Coverage Period.
- 5.10 Save for the preceding the Co-Holder agrees that the Bank shall have the full and absolute discretion to terminate the policy or to otherwise determine or vary the terms of the Policy. Any termination of the Policy shall be notified to the Co-Holder in the Statement of Account.

### 6. Payments into Court

Notwithstanding the provisions in Clauses 4 and 5, the Bank shall be entitled to pay any amount standing to the credit of the said account in any other manner it deems appropriate, including making payment(s) into a Court of competent jurisdiction.

### 7. Discharge of Bank

Any payment made by the Bank under Clauses 4, 5 and 6 shall constitute complete discharge of the Bank's obligations binding on the Co-holder, the Junior Saver, and all account holders and their personal representatives.

### 8. Standing Instructions and Other Services

The Bank shall have the discretion to determine the type of services, including standing orders and ATM cards, that will be made available to Junior Savers Accounts, and impose such restrictions and charges from time to time.

### 9. Administrative Charges

An administrative charge of such amount as may be prescribed by the Bank from time to time will be payable to the Bank and shall be deducted from the Junior Savers Account if it is closed within a period as determined from time to time by the Bank.

### 10. Governing Law

It is declared that these terms shall be governed by and construed in accordance with Singapore law whose law shall be the proper law of the Junior Savers Account.

### (F) TERMS AND CONDITIONS GOVERNING UOB HIGH YIELD ACCOUNTS

### 1. Additional Terms

- 1.1 The terms and conditions set out in this Part F (the "High Yield Account Terms") supplement and are additional to the Terms and Conditions Governing Accounts and Services ("Conditions"). The High Yield Account Terms shall be read together with the Conditions and shall be considered an integral part of the Conditions.
- 1.2 Unless the context otherwise requires or the High Yield Account Terms expressly provide otherwise, all words and expressions as defined in the Conditions shall have the same meanings when used or referred to in the High Yield Account Terms and expressions shall have the meanings ascribed to them respectively when used in the High Yield Account Terms and in the Conditions. In the event of any conflict or inconsistency between any of the High Yield Account Terms with any of the Conditions as supplemented by the High Yield Account Terms, the High Yield Account Terms shall prevail and the Conditions as supplemented by the High Yield Account Terms shall be deemed to have been amended to the extent necessary to give effect to the High Yield Account Terms.

### 2. Opening of High Yield Account

- 2.1 A High Yield Account may be opened for one Customer singly or two or more Customers jointly provided always that every Accountholder of a High Yield Account shall be entitled to operate the High Yield Account singly. For convenience of reference, if a High Yield Account is opened in the name of one or more Customers, such Customers shall each be referred to in the High Yield Account Terms as an "Accountholder" and collectively referred to "Accountholders".
- 2.2 A Customer shall place an initial deposit of such amount as the Bank may, in its sole and absolute discretion prescribe, to open a High Yield Account.
- 2.3 A High Yield Account shall not be designated as a trust account.

# 3. Linking of Accounts

- 3.1 The Bank shall from time to time and in its absolute discretion determine the types of Accounts which may be Linked to a High Yield Account.
- 3.2 Unless otherwise specified by the Accountholder and subject to any additional eligibility criteria which the Bank may prescribe in its sole and absolute discretion, an Eligible Account fulfilling the following criteria at the time a High Yield Account is opened, may be automatically Linked to a High Yield Account:
  - (a) in the case of a High Yield Account opened by a single Accountholder, such Accountholder holds the Eligible Account singly;
  - (b) in the case of a High Yield Account opened by two or more Accountholders, such Accountholders comprise all the holders of the Eligible Account;
  - (c) the relevant Eligible Account is not a trust account and is not already Linked to any High Yield Account; and
  - (d) the Accountholder(s) of the Eligible Account have not opted out of receiving combined account statements in respect of the High Yield Account and each such Eligible Account when Linked.
- 3.3 Unless otherwise determined by the Bank in its absolute discretion and subject to any additional eligibility criteria which the Bank may prescribe in its absolute discretion, an Eligible Account that is not automatically Linked to a High Yield Account in accordance with Clause 3.2 above may be Linked to a High Yield Account upon a request (in writing and in such form as the Bank may prescribe) made by any holder of the Eligible Account provided that:
  - (a) at least one holder of the Eligible Account is also an Accountholder of a High Yield Account;
  - (b) the relevant Eligible Account is not a trust account and is not already Linked to any High Yield Account;
  - (c) all holders of the Eligible Account give their respective written agreement, consent and approval to the Bank (in such manner and form, and upon such terms and conditions, as the Bank may require in its discretion) (and such consent and approval not being not retracted or withdrawn at any time) in respect of all of the following:
    - (i) that the Eligible Account be Linked to the High Yield Account;
    - (ii) that once Linked, any and all information relating to the Eligible Account is permitted to be disclosed by the Bank under the High Yield Account Terms at any time and from time to time to any and all Accountholders of the High Yield Account for the time being as long as the Eligible Account is Linked to the High Yield Account; and
    - (iii) that for as long as the Eligible Account remains Linked to a High Yield Account, all holders of the Eligible Account agree to be bound and abide by the High Yield Account Terms in so far as applicable to them.

Upon the Bank's approval of such request in its sole and absolute discretion, the Eligible Account shall be deemed to be Linked to the High Yield Account with effect at such time as the Bank may specify to the Accountholder in writing.

3.4 For the avoidance of doubt,

3.5

- (a) funds will not be transferred from any Eligible Account to a High Yield Account (or vice versa) by reason only that the Eligible Account is Linked to the High Yield Account;
- (b) the Linking of an Eligible Account to a High Yield Account will not, by this reason alone, change the mandate of the Eligible Account for the time being instructed to the Bank.
- A Linked Account shall immediately cease to be Linked to a High Yield Account:
- (a) if the Linked Account or the High Yield Account is closed; or
  - (b) the Linked Account ceases for any reason whatsoever to comply with any of the eligibility criteria in Clause 3.2 or 3.3 above as the case may be.
- 3.6 All requests for the Bank to cease to Link a Linked Account to a High Yield Account shall be made by:
  - (a) the Accountholder (in the case where the Accountholder may operate the Linked Account when acting singly); or
  - (b) the Accountholder and such other holders of the Linked Account in accordance with the prevailing mandate for operation of the Linked Account (in the case where the Accountholder may only operate the Linked Account when acting jointly with one or more other holders of the Linked Account),

to the Bank in such manner and form, and be subject to such terms and conditions, as the Bank may prescribe. Upon the Bank's approval of such request in its sole and absolute discretion, a Linked Account shall cease to be Linked to the High Yield Account with effect at such time as the Bank may specify to the holders of the Linked Account and the Accountholders of the relevant High Yield Account in writing.

- 3.7 Upon an Eligible Account being Linked to a High Yield Account, the Linked Account shall be governed by the prevailing terms and conditions governing such Linked Accounts (the "Other Terms") as supplemented by the High Yield Account Terms. In the event of any inconsistency between the Other Terms and the High Yield Account Terms, the High Yield Account Terms shall prevail to the extent of such inconsistency. These High Yield Account Terms (other than this Clause 3.8) shall cease to apply to any account when that account ceases to be Linked to a High Yield Account (a "De-Linked Account"). For the avoidance of doubt, upon ceasing to be Linked to any High Yield Account:
  - (a) the De-Linked Account shall be governed by then prevailing Other Terms, without reference to these High Yield Terms (other than this Clause 3.8); and
  - (b) unless otherwise specifically requested in writing by the relevant holders of that De-Linked Account and approved by the Bank, the mandate for operation of that De-Linked Account (which was in force immediately prior to its Linking to the High Yield Account) shall be automatically reinstated as the mandate for the operation of that De-Linked Account with immediate effect upon the cessation of its Linking to the High Yield Account.
- 3.8 Notwithstanding anything herein, the Bank hereby reserves the right not to Link any Eligible Account to any High Yield Account, and the right to cease to Link any Eligible Account to any High Yield Account at any time, in its absolute discretion without giving any reasons or prior notice to any Accountholder or any holder of the Eligible Account.

# 4. Automatic Transfer Feature

- 4.1 Subject to Clauses 4.2 to 4.6, the Accountholder may issue standing instructions to the Bank for automatic, monthly transfers ("Auto Transfers") of fixed sums of monies from the High Yield Account to a Linked Account (the "Auto Transfer Linked Account").
- 4.2 The Bank shall from time to time and in its absolute discretion determine the types of Linked Accounts which may be designated as an Auto Transfer Linked Account to which Auto Transfers may be made.
- 4.3 The Accountholder shall not give any standing instruction for Auto Transfers of fixed sums which are less than SGD50 or such other minimum amount as the Bank may, in its absolute discretion, prescribe.
- 4.4 Upon the Bank's approval and acceptance of the Accountholder's standing instructions for Auto Transfers in the Bank's absolute discretion, the Bank may, in accordance with its usual procedures as determined by the Bank in its sole and absolute discretion, proceed to effect such Auto Transfers to the Auto Transfer Linked Account in accordance with the Accountholder's standing instructions without further reference to the Accountholder until the said standing instructions are duly revoked in writing by the Accountholder and the Bank is in receipt of such written revocation.
- 4.5 All standing instructions for Auto Transfers and all revocations of such standing instructions shall be made by the Accountholder to the Bank in such manner and form, and be subject to such terms and conditions, as the Bank may prescribe and shall take effect only upon approval of the same by the Bank in its discretion.
- 4.6 A standing instruction for Auto Transfers from a High Yield Account to an Auto Transfer Linked Account shall be automatically revoked when the Auto Transfer Linked Account ceases to be Linked to the High Yield Account.

### 5. Automatic Top-Up Feature

- 5.1 Subject to Clauses 5.2 to 5.8, the Accountholder may designate one Linked Account to be the Auto Top-up Linked Account and a Threshold Amount in respect of the Auto Top-up Linked Account.
- 5.2 There shall not be more than one Auto Top-up Account for a High Yield Account.
- 5.3 In the event that the balance in the High Yield Account Linked to the Auto Top-up Linked Account at the end of a given day falls below the Threshold Amount, the Bank may, in accordance with its usual procedures as determined by the Bank in its sole and absolute discretion, automatically transfer funds from the Auto Top-up Linked Account to the High Yield Account such that the balance in the High Yield Account is equal to the Threshold Amount ("Auto Top-up").
- 5.4 If there are inadequate funds in the Auto Top-up Linked Account to carry out the Auto Top-up, the Bank shall not be obliged to effect any Auto Top-up and shall have no liability to the Accountholder whatsoever in connection with the dishonour of any cheque drawn on, or any non-payment from, the High Yield Account.
- 5.5 All designations of an Auto Top-up Linked Account and Threshold Amount and all revocations of such designations shall be made by:
  - (a) the Accountholder (in the case where the Accountholder may operate the Auto Top-up Linked Account when acting singly); or
  - (b) the Accountholder and such other holders of the Auto Top-up Linked Account in accordance with the prevailing mandate for operation of the said Auto Top-up Linked Account (in the case where the Accountholder may only operate the Auto Top-up Linked Account when acting jointly with one or more other holders of the Auto Top-up Linked Account),

to the Bank in such manner and form, and be subject to such terms and conditions, as the Bank may prescribe and shall take effect only upon approval of the same by the Bank in its discretion.

- 5.6 Upon the Bank's approval and acceptance of the Accountholder's designation of an Auto Top-up Linked Account and Threshold Amount in the Bank's absolute discretion, the Bank may proceed to effect the Auto Top-up as provided in Clause 5.3 without further reference to the Accountholder until such designations are duly revoked by the Accountholder.
- 5.7 The designation of an Auto Top-up Linked Account shall be automatically revoked when the Auto Top-up Linked Account ceases to be Linked to the High Yield Account.
- 5.8 The Bank shall from time to time and in its absolute discretion determine the types of Linked Accounts that may be designated as an Auto Top-up Linked Account.

### 6. Labelling of Linked Accounts

- 6.1 For the Accountholder's convenience and ease of reference, the Accountholder may request for his Linked Accounts to bear such names as the Accountholder may designate (the "Linked Account Labels").
- 6.2 All designations of Linked Account Labels shall be made by the Accountholder to the Bank in such manner and form, and be subject to such terms and conditions, as the Bank may prescribe.
- 6.3 All designations of Linked Account Labels shall be subject to the approval of the Bank in its absolute discretion. The Bank shall be entitled not to accept or use any Linked Account Label requested by the Accountholder without giving any reasons or notice to the Accountholder.
- 6.4 The Accountholder hereby acknowledges and confirms that the Bank's acceptance of the Accountholder's designation of a Linked Account Label and/or the Bank's use of any such Linked Account Label shall not be regarded as any grant, license or recognition by the Bank of any right (including but not limited to intellectual property rights) to the Accountholder in respect of such Linked Account Label and shall not prevent the Bank from rejecting the designation or use, or discontinuing the use of, any such Linked Account Label at any time in the Bank's absolute discretion and shall not prevent the Bank from any use of the Linked Account Label in any manner whatsoever as the Bank deems fit, whether for the Bank's own benefit or otherwise.
- 6.5 The Accountholder shall indemnify, keep indemnified and hold harmless the Bank against all claims, actions, losses, damages, costs and expenses (including but not limited to legal costs on a full indemnity basis) suffered or incurred by the Bank in respect of the Bank's acceptance or use of any Linked Account Label designated by the Accountholder.

#### **Savings Plan Feature** 7.

- 7.1 If requested by the Accountholder, the Bank may provide in its sole and absolute discretion the following services in respect of a High Yield Account or its Linked Accounts which may allow the Accountholder to, among other things:
  - specify (in such form as the Bank shall in its absolute discretion prescribe) the amount of money which (a) the Accountholder desires to save within a specified period of time ("Savings Plan");
  - (b) designate the High Yield Account or a Linked Account as the Bank may in its absolute discretion approve, as the account in respect of which a Savings Plan is associated ("Designated Savings Plan Account");
  - compute the amount which will need to be deposited by the Accountholder in his Designated Savings (c) Plan Account in each month to achieve his Savings Plan ("Monthly Contributions"); and
  - obtain updates on his progress in achieving his Savings Plan. (d)
- All Savings Plans shall be subject to such terms and conditions as the Bank may prescribe in its sole and 7.2 absolute discretion, including but not limited to any or all of the following:
  - a Savings Plan shall be for at least the minimum duration and/or not more than the maximum duration, (a) as the Bank may prescribe; and
  - (b) the Monthly Contributions of a Savings Plan shall not be less than such minimum amount as the Bank may prescribe.
- All services in respect of a Savings Plan associated with the High Yield Account or a Linked Account under 7.3 this Clause 7 shall cease without further notice to the Accountholder:
  - (a) upon the closure of the High Yield Account or Linked Account; or
  - (b) if, at any time and for any reason, the relevant Linked Account ceases to be Linked to a High Yield Account.
- For the avoidance of doubt, Clause 7 of the Conditions shall apply to all services in respect of a Savings Plan 7.4 associated with the High Yield Account or a Linked Account which may be made available by the Bank to any Accountholder under this Clause 7.
- The Accountholder hereby agrees and acknowledges that: 7.5
  - the Bank does not assume any advisory, fiduciary or similar or other duties to the Accountholder when (a) the Bank makes available any of the services in respect of a Savings Plan associated with the High Yield Account or a Linked Account under this Clause 7;
  - (b) the Bank is entitled to assume and rely on the Accountholder having taken all necessary independent legal, tax, financial and other advice in relation to such services in respect of a Savings Plan;
  - the Bank makes no warranty or representation whatsoever with regards to any of such services in (c) respect of a Savings Plan (whether as to the accuracy, correctness, applicability or suitability of any information provided in connection therewith or otherwise); and
  - (d) the Accountholder's use of any of such services in respect of a Savings Plan shall be wholly at his own risk.

#### 8. **Combined Account Statements**

- 8.1 The Bank shall send to the Accountholder monthly statements in respect of his High Yield Account (the "High Yield Statements"). The High Yield Statements shall set out information relating to the High Yield Account and all Linked Accounts as the Bank may deem fit.
- 8.2 The High Yield Statements may be issued to the Accountholder in the Bank's sole and absolute discretion in lieu of any other monthly statements in respect of any of his Linked Accounts.
- Notwithstanding that a High Yield Account is held by two or more Accountholders jointly, the Bank shall 8.3 only be required to send one copy of the High Yield Statement to the mailing address designated by the Accountholders in writing as the mailing address in respect of the High Yield Account.

#### **Personal Internet Banking Services** 9.

- Subject to Clause 9.2, the Accountholder may request for UOB Personal Internet Banking Services to be 9.1 provided by the Bank in respect of his High Yield Account and Linked Accounts.
- The Bank may restrict the Accountholder's access and use of UOB Personal Internet Banking services in 9.2 respect a Linked Account as the Bank deems fit in its absolute discretion.
- Subject to the foregoing, such Personal Internet Banking Services shall be subject to, and governed by, the 9.3 Bank's Terms and Conditions of UOB Personal Internet Banking Access for the time being prescribed by the Bank.

#### **Phone Banking Services** 10.

- Subject to Clause 10.2, the Accountholder may request for Call Centre Services (as defined in Clause 34 of the 10.1 Conditions) to be provided by the Bank in respect of his High Yield Account and the Linked Accounts.
- The Bank may restrict the Accountholder's access and use of Call Centre Services in respect of a Linked 10.2 Account as the Bank deems fit in its absolute discretion.
- Subject to the foregoing, the Call Centre Service shall be subject to, and governed by, Clause 34 of the 10.3 Conditions.

#### ATM Card 11.

Subject to the Bank's approval at its sole and absolute discretion, the Accountholder (where the High 11.1 Yield Account is held singly) or each Accountholder (where the High Yield Account is held by two or more Accountholders jointly) may apply to the Bank for an ATM Card for the operation of the High Yield Account, and such Linked Accounts as the Accountholder is permitted to operate based on the mandate in connection with each such Linked Account. For the avoidance of doubt, Clause 33 of the Conditions shall apply to the issue and use of such ATM Card.

# 12. Interest, Fees, Fee Waivers etc.

- 12.1 Interest shall be payable on the credit balance of a High Yield Account at a rate determined based on the AUM in respect of the High Yield Account or at such other rate as the Bank may from time to time determine in its absolute discretion and in Singapore dollars. Such interest shall be credited to the High Yield Account. For the avoidance of doubt, interest will continue to accrue on all Linked Accounts in accordance with the terms and conditions governing the relevant Linked Accounts.
- 12.2 A monthly fee of SGD25 or such other amount as the Bank may from time to time prescribe in respect of each High Yield Account in its absolute discretion, shall be payable on the High Yield Account. Subject to the Accountholder's compliance with all applicable terms and conditions herein, the Bank shall waive such monthly fee on a High Yield Account for a given calendar month if the AUM for that High Yield Account for that calendar month equals or exceeds SGD200,000 or such other amount as the Bank may prescribe in its absolute discretion.
- 12.3 All computations of AUM in respect of High Yield Accounts shall be carried out and expressed in Singapore dollars. If any balance or value to be used in any such computations is in a currency other than Singapore dollars, the Bank shall notionally convert, for the purposes of such computations only, such balance or value from that other currency into Singapore dollars at such exchange rates as the Bank may determine in its absolute discretion.
- 12.4 Subject to the Accountholder's compliance with all applicable terms and conditions herein, and unless the Bank otherwise specifies in its sole and absolute discretion, all monthly fees and service charges which may otherwise be payable on a Linked Account (other than mortgage linked deposit accounts) shall be waived by the Bank for as long as that Linked Account remains Linked to a High Yield Account.
- 12.5 All determinations of AUM by the Bank shall be carried out in such manner and taking into account such information as the Bank may determine or think fit in its sole and absolute discretion. All such determinations in respect of any High Yield Account shall, in the absence of manifest error, be final, conclusive and binding on the Accountholder of that High Yield Account and all holders of any Linked Account Linked to that High Yield Account. Notwithstanding the foregoing, the Bank hereby reserves the right to correct any error in any such determination as the Bank deems fit in its sole and absolute discretion.

# 13. Cheques

13.1 A cheque facility shall be provided for a High Yield Account under which an Accountholder may draw and issue SGD cheques on his High Yield Account which are payable with the funds in his High Yield Account.

### 14. Closure of High Yield Accounts

14.1 If a High Yield Account is closed within 6 calendar months of its opening, a fee of SGD30 (or such other amount as the Bank may prescribe for such account closures) shall be payable by the Accountholder to the Bank for the closure of that High Yield Account.

### 15. Definitions & Interpretations

- 15.1 In the High Yield Account Terms, an Account (other than a High Yield Account) is "Linked" to a High Yield Account if that Account is reflected in the Bank's records as being associated with the High Yield Account, whether for the purpose of including the relevant balance of that Account in the Bank's determination of the AUM in respect of that High Yield Account, for the purpose of allowing the Accountholder of that High Yield Account access to information of that Linked Account, or for any other purpose under these High Yield Account Terms.
- 15.2 For the purposes of the High Yield Account Terms, and unless the context otherwise requires:
  - (a) "Accountholder" and "Accountholders" have the respective meanings ascribed to them in Clause 2.1;
    (b) "AUM" or "Assets Under Management" in respect of a High Yield Account means the aggregated daily average credit balance or market value (as the case may be) of the High Yield Account and all Eligible Linked Accounts as determined by the Bank in its sole and absolute discretion;
  - (c) "Auto Transfers" has the meaning ascribed to it in Clause 4.1;
  - (d) "Auto Transfer Linked Account" has the meaning ascribed to it in Clause 4.1;
  - (e) "Auto Top-up" has the meaning ascribed to it in Clause 5.3;
  - (f) "Auto Top-up Linked Account" means the Linked Account designated as such by the Accountholder under Clause 5;
  - (g) "Designated Savings Plan Account" has the meaning ascribed to it in Clause 7.1(b);
  - (h) "Eligible Account" means an Account (other than a High Yield Account) maintained with the Bank which falls within any category of Accounts which the Bank has determined in its absolute discretion to be eligible for Linking to a High Yield Account;
  - (i) "Eligible Linked Account" means a Linked Account which the Bank may from time to time in its discretion specify as being eligible to be taken into account for the purposes of computing AUM;
  - (j) "High Yield Account" means an SGD Account opened and maintained with the Bank under the High Yield Account Terms;
  - (k) "High Yield Statements" has the meaning ascribed to it in Clause 8.1;
  - (I) "Linked Account" means any Eligible Account which is Linked to a High Yield Account;
  - (m) "Linked Account Labels" has the meaning ascribed to it in Clause 6.1;
  - (n) "Monthly Contributions" has the meaning ascribed to it in Clause 7.1(c);
  - (o) "Savings Plan" has the meaning ascribed to it in Clause 7.1(a);
  - (p) "SGD" or "Singapore dollars" means the lawful currency for the time being of Singapore; and
  - (q) "Threshold Amount" means the amount designated pursuant to Clause 5.

# APPENDIX 1

# MASTER INSURANCE AGREEMENT JUNIOR SAVERS ACCOUNT

The Agreement	1	1.	You are responsible for the completeness and accuracy of information in any document provided by you to us and for compliance with the conditions of this Policy.		
		2.	This Policy may be void if any information you give to us is incomplete or inaccurate		
		3.	or if you do not comply with the conditions of this Policy. This Policy is governed by and interpreted according to the laws of the Republic of		
		-	Singapore.		
		4. 5.	The premium and benefits are payable in Singapore dollars. In this Policy, where consistent with the contents:		
		.ر	(a) the singular shall include the plural and the plural the singular;		
			(b) words importing the masculine gender shall include the feminine gender; and		
			(c) undefined capitalised terms bear the meanings given in the additional terms for Junior Savers Account to which this Appendix 1 is attached.		
Definitions	2	1.	"we" and "us" mean United Overseas Bank Limited.		
		2.	"Policy" and "Contract" mean the Policy agreed between United Overseas Bank Limited and Prudential Assurance Company Singapore (Pte) Limited.		
			In this Agreement the terms "Policy" and "Contract" may be used interchangeably.		
		3.	"Policy Effective Date" means the date when this Policy becomes effective.		
		4.	"DTPD Month" with regard to a Co-Holder in respect of which a claim is submitted, shall mean the month in which the Co-Holder dies, or is Totally and Permanently		
			Disabled (as defined in Appendix 1 of these Terms).		
		5.	"Coverage Anniversary" means the anniversary of the Insured Member's Entry Date.		
		6.	"Coverage Year" means either the period between:		
			<ul><li>(a) the Insured Member's Entry Date and the first Coverage Anniversary; or</li><li>(b) Subsequent Coverage Anniversary dates.</li></ul>		
		7.	"Average Daily balance" shall mean the average daily balance of funds in the Junior		
			Savers Account as calculated by aggregating the daily balances over a calender month and dividing the aggregated total by the number of days in that month.		
		8.	"Qualifying Balance" shall mean the average daily balance of funds in the Junior		
			Savers Account during the Qualifying Claim Period as calculated by aggregating the Average Daily Balance for each month of the Qualifying Claim Period and dividing		
			the aggregated total by the number of months in that Period.		
		9.	"Qualifying Claim Period" shall mean the 6-month period immediately prior to t DTPD Month (including the DTPD Month itself), provided that if the Junior Save		
			Account has been opened for a period of less than 6 months, "Qualifying Claim		
		10.	Period" shall refer to that shorter period (including the DTPD Month itself). "Member" means a person who opens a joint account with us in his and her name		
			and in the name of his or her child falling within the Junior Account Saver scheme		
			offered by us and who fulfils the following conditions: (a) is between 21 and 64 years of age as of the date of his or her last birthday;		
			(b) opens the account jointly with his or her child who is below 17 years of		
			age; (c) is residing in Singapore at the time of opening of the Junior Savers Account;		
			and (d) is the natural parent or legal guardian of the child with whom he or she		
		11.	jointly opened the Junior Savers Account. "Eligible Member" means a Member, who has not been disqualified by any other		
			provision of this Policy and is entitled to participate in the insurance coverage		
		12.	provided by this Policy. "Insured Member" means an Eligible Member on the date of the opening of the		
			Junior Savers Account and who has maintained a minimum Average Daily Balance		
		13.	of S\$3,000.00 for each month of the Qualifying Claim Period. "Contributory Insurance Plan" means Group insurance coverage extended to the		
		<u> </u>	Insured Members;		
			<ul><li>(a) for premium paid either partially or in full by the Insured Members; and/or</li><li>(b) where the Insured Member has an option to select the level of his benefits.</li></ul>		
		14.	"Non-contributory Insurance Plan" means Group insurance coverage that we have		
		15.	extended to cover the Insured Members of which premium is paid solely by us. "Entry Date" means the date when an Eligible Member becomes an Insured		
		-	Member.		
		16.	"Sickness" means a physical condition marked by a pathological deviation from the normal healthy state.		

		<ul> <li>17. "Injury" means bodily injury sustained accidentally by an event caused solely and directly by violent, unexpected and external means, and is independent of all other causes.</li> <li>18. "Registered Medical Practitioner" means a person properly qualified by Degree in western medicine to practice medicine. Additionally, he must be legally authorised in the geographical area of his practice to render medical or surgical services. However, this excludes a Registered Medical Practitioner who is the Insured Member himself or a member of the Insured Member's immediate family.</li> <li>19. "Total and Permanent Disability" and "Totally and Permanently Disabled" means the Insured Member: <ul> <li>(a) is totally and permanently disabled to the extent of not being able to engage in any occupation, business or activity which pays an income; or</li> <li>(b) has suffered total and irrecoverable loss of the effective use of: <ul> <li>both eyes; or</li> <li>any two limbs at or above the wrist or ankle; or</li> </ul> </li> </ul></li></ul>				
Member Participation	3	• one eye and any one limb at or above the wrist or ankle. An Eligible Member shall become eligible to participate if he is in good health, has not been hospitalized or suffered from any physical defects, injuries or impairments 6 months before his Entry Date under this Policy.				
Member Termination	4	<ul> <li>The insurance coverage of an Insured Member automatically stops on the following dates, whichever is the earliest;</li> <li>(a) the date on which the Junior Savers Account is "closed";</li> <li>(b) the date on which the Insured Member attains the age of 65;</li> <li>(c) the date on which the Junior Saver attains the age of 17; or</li> <li>(d) the date we inform the Insured Member that the policy terminates as a result of war or an act of war. We shall have the sole discretion in determining the date.</li> </ul>				
Benefits Available	5	<ul> <li>We shall pay:</li> <li>Upon satisfactory proof of death or Total &amp; Permanent Disability of an Insured Member, we shall credit into the account, the benefits as per the attached Policy Table up to a maximum amount of \$\$150,000.00</li> <li>Where an Insured Member has opened more than one Junior Savers Account with the Bank, the total aggregate maximum benefit payable shall be capped at the maximum of \$\$150,000.00</li> </ul>				
Exclusion For Group Term Life/ Total & Permanent Disability	6	<ul> <li>Payment will not be made on claims made in respect of the Group Term Life/Total &amp; Permanent Disability Benefit if the injury or death of the Insured Member arises directly or indirectly out of one of the following:</li> <li>1. war or warlike activities which include invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;</li> <li>2. suicide or attempted suicide or intentional self-injury while sane or insane within one year from the Insured Member's Entry Date;</li> <li>3. unlawful act, the hand of justice or wilful exposure to unnecessary danger except in the attempt to save human life;</li> <li>4. participation in a riot, strike, terrorism, civil commotion, violation or attempted violation of law;</li> <li>5. engaging in air travel except as a passenger in a commercial airplane;</li> <li>6. taking part in professional sports;</li> <li>7. racing of any kind;</li> <li>8. pre-existing condition, Sickness, diseases or impairments from which the Insured Member as long as the cause and pathology of the conditions have already existed) prior to the Insured Member's Entry Date;</li> <li>9. death due to pregnancy or complication in childbirth; or</li> <li>10. presence of any Human Immunodeficiency Virus Infection (HIV), Acquired Immunodeficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or any sexually transmitted diseases.</li> </ul>				
Making a Claim	7	We must receive satisfactory proof of loss within a reasonable period of time so as to enable us to make the claim with the insurer within 90 days from the date of loss. If we receive the claim documents or application after such time, your claim will not be considered.				
Group Term Life Claim	8	The following documents must be sent to us as soon as practicable in support of a claim: (a) Notification of death of the Insured Member; (b) NRIC No;				

-15-

		(d) (e) (f)	Death c Medical 3 copie	leted death claim form; certificate in the event of death of the Insured Member; Report (if any) from the last doctor who treated the Insured Member; and s of Clinical Abstract Application Form. her documents as may be reasonably requested by us to substantiate the			
Total & Permanent Disability Claim	9	1. 2.	<ul> <li>(a) No</li> <li>(b) NF</li> <li>(c) a</li> <li>(d) Ma</li> <li>at</li> <li>(e) 3</li> <li>(f) Ar</li> <li>th</li> <li>We rese</li> <li>us asse</li> <li>payable</li> </ul>	owing documents must be sent to us as soon as practicable: otification of disability of the Insured Member; RIC No; completed claim form; edical Report (if any) from the last doctor who treated the Insured Member, your expense; and copies of clinical Abstract Application Form. ny other documents as may be reasonably requested by us to substantiate e claim. erve the right to ask you to provide more documents or evidence to help ess the claim, the expense of which would be deducted from the benefit e under this policy. We shall have the right to appoint a Registered Medical oner to re-examine the Insured Member if we deem it necessary.			
Payment of Benefits	10	Whe 1. 2.	Medical Practitioner to be Totally and Permanently Disabled and not both; and				
Examination	11	We 1. 2. 3. 4.	choice before payment is made under this Policy; examine the Insured Member as often as needed during claims processing; call for an autopsy in the case of death where it is not forbidden by law; and				
Assignment	12	The	Insured	Member or his nominees cannot assign this Policy to anyone.			
				POLICY TABLE			
Members:				All Insured Members who are aged 21 to 59 last birthday.			
Maximum Age of Coverage:				65 years of age			
Classification:		Tier	1	Junior Savers Accounts with a Qualifying Balance of at least S\$3,000.00 up to a maximum of S\$9,999.99 The account must maintain an Average Daily Balance of S\$3,000.00 for the Qualifying Claim Period.			
		Tier	2	Junior Savers Accounts with a Qualifying Balance of at least S\$10,000.00 up to a maximum of S\$49,999.99 for the Qualifying Claim Period. The account must maintain an Average Daily Balance of S\$3,000.00 per month for the Qualifying Claim Period.			
		Tier	3	Junior Savers Accounts with a Qualifying Balance of more than S\$50,000.00 for the Qualifying Claim Period. The account must maintain an Average Daily Balance of S\$3,000.00 per month for the Qualifying Claim Period.			
Changes in Classification to be Effective: On the date of such change.							
Rate of Benefits:		Tier	1	50% of the Qualifying Balance of the Junior Savers Account subject to a maximum of S\$150,000.00			
		Tier	2	70% of the Qualifying Balance of the Junior Savers Account subject to a maximum of S\$150,000.00			
		Tier	3	100% of the Qualifying Balance of the Junior Savers Account whichever is higher, subject to a maximum of S\$150,000.00			

ju.kg.nh