

TERMS AND CONDITIONS GOVERNING THE SIGNING DIGITALLY WITH OCBC SERVICE

The following terms and conditions (the “**Terms and Conditions**”) govern and apply to the Signing Digitally with OCBC service (the “**Electronic Signature Service**”). By adopting and using this Electronic Signature Service and requesting OCBC Bank to accept documents signed electronically via the Electronic Signature Service (each a “**Signed Document**”), the Customer acknowledges and agrees that:

1. In adopting, accessing, and using the Electronic Signature Service, the Customer, together with its officers, directors, employees, authorised signatories and agents, shall comply with such processes and procedures applicable to the Electronic Signature Service (the “**Applicable Procedures**”) established and/or amended by OCBC Bank and/or the designated electronic signature service provider (each a “**Designated ESSP**”) from time to time. Such Applicable Procedures may include, without limitation, processes and procedures relating to the (i) the authentication and verification of the persons authorised to execute or sign documents on the Customer’s behalf (each a “**Signatory**”), (ii) the electronic signing of documents via the Electronic Signature Service, (iii) the transmission of documents (including without limitation, Signed Documents) through electronic means, and (iv) the verification of such electronic signatures and Signed Documents;
2. Notwithstanding the terms of any mandate or future mandate or other agreement or course of dealing between OCBC Bank and the Customer, by adopting and using the Electronic Signature Service, the Customer hereby requests and authorises OCBC Bank to (i) accept such Signed Documents as duly executed by the Customer and that they are valid and legally binding; and (ii) rely upon and act in accordance with any instructions or communication set out in any Signed Document that is:
 - a. attached to an email emanating or transmitted from such domain names acceptable by OCBC Bank (including without limitation, the sources and email domains as specified in the Applicable Procedures); or
 - b. obtain by OCBC Bank directly from the platform of the relevant Designated ESSP,each an “**Acceptable Source**” and collectively the “**Acceptable Sources**”.
3. Upon completion of the relevant Applicable Procedures, OCBC Bank shall be entitled to treat any relevant Signed Document(s) (including any signature(s), data and/or information contained therein) as authentic, duly executed and authorised by the Customer, and binding upon the Customer. OCBC Bank shall be entitled (but not bound) to rely and act on such Signed Document(s) and take such steps in connection with or in reliance upon such Signed Document(s) as OCBC Bank may in good faith consider appropriate. All transactions carried out by OCBC Bank acting on such Signed Document(s) shall be binding on the Customer for all purposes and the Customer shall be responsible to, and indemnify, OCBC Bank for all such transactions;
4. Save for any signature verification process established as part of the Applicable Procedures, OCBC Bank shall not be obliged to verify or inquire as to the authenticity of any Signed Document (including any signature(s), data and/or information contained therein) (collectively, the “**Delivered Content**”) emanating (or appearing to emanate) or obtained from the Acceptable Sources, regardless of the circumstances prevailing at the time (i) of such transmission or communication, or (ii) the Delivered Content was obtained. Additionally, where the Delivered Content is transmitted via email communication, OCBC Bank shall not be obliged to inquire as to the authority or identity of the person making or purporting to give such email communication via the Acceptable Sources, regardless of the circumstances prevailing at the time of such email communication;
5. There are inherent risks, and no guarantee of security, functionality and/or operability, in the use of the emails and electronic signatures, and the conducting of transactions electronically (collectively “**Electronic Means**”), and that OCBC Bank does not provide, and expressly disclaims, any warranties of any kind whatsoever (whether express or implied) in respect of the Electronic Signature Service and the Electronic Means;
6. All usage of, and reliance on, the Electronic Signature Service and the Electronic Means as envisaged and requested by the Customer is at the Customer’s sole risk;
7. OCBC Bank shall not be liable to the Customer for any demands, claims, liabilities, losses, actions, proceedings, damages, costs and expenses (including legal costs on an indemnity basis) (“**Losses**”) incurred or sustained by the Customer arising from any use or reliance on the Electronic Signature Service and the Electronic Means as envisaged and requested by the Customer. Accordingly, the Customer agrees and undertakes to hold OCBC Bank harmless from all Losses incurred or sustained by OCBC Bank of whatever nature and howsoever arising, out of or in connection with (i) the Electronic Signature Service and the Electronic Means; (ii) any Signed Documents (including any instructions or communication therein); or (iii) any action or omission by OCBC Bank in reliance upon any Signed Documents (including any instructions or communication therein), and the Customer shall reimburse OCBC Bank any sums on demand;

8. The relevant Designated ESSP (or specific parts, functionalities or features thereof) may be provided by a third party provider (the "**Third Party Provider**"), and may be subject to such terms and conditions as may be prescribed or issued by the Third Party Provider ("**Third Party Terms**"). The Customer hereby acknowledges and agrees that it shall fully comply with such Third Party Terms, and that it is the Customer's responsibility to check and read the most up-to-date versions of these Third Party Terms and that the Customer is deemed to have notice of the same;
9. Where the Third Party Terms requires the Customer to enter into an agreement directly with the Third Party, the Customer agrees to enter into such agreement, and in any event, to be legally bound by the Third Party Terms;
10. The Customer shall indemnify and keep OCBC Bank and the relevant Third Party Provider harmless against all Losses incurred or suffered by OCBC Bank and/or the relevant Third Party Provider howsoever arising out of or in connection with (i) the Customer's access or use of the Electronic Signature Service and/or the Designated ESSP (or specific parts, functionalities or features thereof) or its non-compliance with the Third Party Terms and (ii) OCBC Bank providing the Customer's information (or information provided by the Customer) to and between any Designated ESSP as contemplated herein. For the avoidance of doubt, any designation by OCBC Bank of a Designated ESSP shall not be deemed or considered as an endorsement, representation or warranty of or by the Bank with respect to any Designated ESSP and that any use or reliance on the Designated ESSP by the Customer is solely at its own risk;
11. OCBC Bank may be required to provide information relating to the Customer in order to facilitate the signing and transmission of the Signed Documents via the relevant Designated ESSP, and the Customer's access and use of the same and that accordingly, the Customer hereby expressly and irrevocably permits and authorises OCBC Bank as well as any of its employees, agents, officials and officers to transfer, disclose, divulge or reveal at any time in such manner and under such circumstances as OCBC Bank deems necessary or expedient in its sole and absolute discretion and without prior reference to the Customer, any information whatsoever relating to the Customer (or provided by the Customer) (including without limitation, documents, agreements and/or information, particulars and/or details relating to its accounts, transactions, instructions, communications and/or operations with OCBC Bank) (collectively, "**Customer Information**") to and between any Designated ESSP, for the purposes of the Customer and/or OCBC Bank using the relevant Designated ESSP as envisaged herein, and/or for such other purposes as contemplated herein;
12. There may be from time-to-time inadvertent disclosures by OCBC Bank and/or any of its employees, agents, officials and officers of Customer Information, for the purpose of the Customer and/or the Bank using any Designated ESSP, and/or for such other purposes as contemplated herein, and hereby waives all the Customer's rights and remedies against OCBC Bank for such inadvertent disclosures;
13. There are inherent risks associated with the use of the Electronic Signature Service, electronic signatures, electronic means of communications and/or transmission and the Designated ESSPs. These may include the following:
 - a. email communications may not be secure and the Customer accepts the risk of technical malfunction, unauthorised interference, mis-delivery or delay of email messages and computer viruses. In addition, instructions when emailed and/or email communications to OCBC Bank could be sent fraudulently or without proper authority and the Customer shall assume all such risks of the same;
 - b. there are inherent risks, and no guarantee of security, in signing a document electronically by way of any machine, software, system or application, and the Customer accepts the risk of error or inaccuracy, technical malfunction, unauthorised interference, mis-delivery or viruses;
 - c. there is no guarantee that any Delivered Content will be secure, error-free or timely, and the Customer hereby accept the full and entire risk of (regardless of the reason or cause):
 - i. any error or omission in, or unauthorised modification to any Delivered Content transmitted or delivered through email;
 - ii. any interruption of, unauthorised interference to, delay in, and/or failure of the transmission or delivery of any Delivered Content; and/or
 - iii. any system, server or connection failure, or transmission of any computer virus or other malicious, destructive or corrupting code, agent program or macros, caused by or arising from the transmission or delivery of any Delivered Content;
 - d. there are inherent security risks in transmitting Delivered Content through email, and the Customer accept the risk that any such Delivered Content transmitted by the Customer through email may be accessed and/or modified by unauthorised third parties (whether as a result of any hacking, malware, unlawful interference, system or security vulnerability or failure, or otherwise); and

- e. there are inherent risks of unlawful use, unauthorised use or misuse of any signing machine, software, system or application and any signature(s) on the Signed Documents attached to the Customer's emails may be superimposed or affixed fraudulently, erroneously or without proper authority when emailed to OCBC Bank and the Customer assume such risks.
14. The Customer hereby agrees that OCBC Bank shall not be liable or responsible for any Losses suffered by the Customer of whatever nature and howsoever arising, whether directly or indirectly, as a result of:
- a. any adoption, access and/or use of the Electronic Signature Service;
 - b. subject to OCBC Bank's fulfilment of the requirements of the verification process above, OCBC Bank acting upon any Signed Document(s) attached to an email emanating (or purporting to emanate) from any Acceptable Source;
 - c. any malfunction of any computer systems; and
 - d. any interruption, loss of or corruption to the data, third party interception or hacking, delay, malfunction or failure of the computers or in the electronic transmission from the Customer to OCBC Bank or vice versa.
15. OCBC Bank shall not be bound to act on any Signed Document where the communication or instructions therein are vague, unclear or incomplete. OCBC Bank shall not be liable for or in respect of such instructions or communication carried out or relied or acted upon, or for any delay, failure to act or inaction taken, by OCBC Bank (which shall be entitled (but not bound) to seek clarification from the Customer) arising from or connected with any error or misunderstanding or lack of clarity in the terms of such instructions or communication.
16. The Electronic Signature Service and these terms and conditions shall be governed by and be construed in accordance with the laws of Singapore. These terms and conditions may be translated into another language and in the event of any conflict or inconsistency between the English version and the translation, the English version of these terms and conditions shall prevail. 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 of these Terms and Conditions.