

## DBS TERMS GOVERNING USE OF ELECTRONIC SIGNATURES

These DBS Terms Governing Use of Electronic Signature (“**Terms**”) shall govern your utilisation of the DocuSign application/system/platform (“**System**”) offered by DocuSign Inc. (“**Provider**”) and your agreement to use electronic signatures in your dealing with us.

In these Terms, “**we**”, “**our**” or “**us**” refer to DBS Bank Ltd. and its branches, parent company, representative offices, agencies, subsidiaries and affiliates (including any branches or representative offices of any subsidiary or affiliate) where you have a relationship or wish to have a relationship and “**you**” or “**your**” refer to the entity who intends to obtain banking products/services from us or who has an existing relationship with us.

By proceeding to use the System, you will be treated as confirming your agreement and acceptance of these Terms.

### **1. Authorisation and Use of System**

- 1.1 You agree that we may accept and act on any document, agreement, notice, letter, form or other instructions signed, accepted or executed using electronic signatures by your authorised representatives via the System (the “**Documents**”) so long as the Documents are or appear to be sent by or originate from the Provider or the System.
- 1.2 You must ensure that only persons with proper and valid authority send or transmit or authorise the sending or transmission of Documents to us and you acknowledge that we will be relying on the Documents for the purposes of providing banking services and/or products to you. We have no further obligation to inquire or confirm the veracity or authenticity of any Document received through the System. Any fraud, forgery or impersonation of your identity and/or signature or the identity and/or signatures of your authorised representative shall, except for our gross negligence or wilful misconduct, be your responsibility and liability.
- 1.3 You agree that we are deemed to receive any Document only upon our successful receipt and/or retrieval of the Document from the System. You further agree that Documents may not be processed immediately, around the clock or in a timely manner and that processing is dependent, among other things, on the time and day that such Documents are received by us.
- 1.4 We can refuse to act upon any Document, and take any action we reasonably deem appropriate in the circumstances, if we have reasonable ground to believe that:
  - (a) it was not given by you;
  - (b) it was not clear;
  - (c) it will prevent us from complying with what we consider to be our obligations under any applicable law or regulation, rule, practice, direction or guideline;
  - (d) the System is used by you for any unauthorised or unlawful purposes; or
  - (e) there has been, or there will be, a breach of these Terms generally.

In such circumstances we will inform you, as soon as reasonably practicable, that the Document has not been acted upon by us.

- 1.5 If you request the cancellation of any request or instruction in respect of any Document received by us, we will use reasonable endeavours to do so but will not be liable to you if we are unable to do so.
- 1.6 You agree that any Document signed, executed or accepted by you using electronic signatures shall be deemed to be duly signed, executed or accepted by you and we may rely on such electronic signature, execution or acceptance as if the original document, agreement, notice, letter, form or other instruction had been duly signed, executed or accepted by you.

## **2. Security requirements**

- 2.1 You must comply with all security procedures, requirements, instructions and specifications prescribed by us and/or the Provider from time to time including, where relevant, those set out in our or the Provider's user manual, rulebook, terms and/or service contracts. In addition, you must take all reasonable precautions to prevent fraudulent or unauthorised use of or access to your information and/or details or that of your authorised representatives.
- 2.2 You must immediately inform us by telephone by contacting your relationship manager (and shall confirm the telephone call by giving us written notice within forty-eight (48) hours of such call) if you have grounds to suspect any unauthorised or unlawful use of the System.
- 2.3 You confirm that you have adequate internal policies and processes in place to manage cybersecurity risks, including without limitation risks on phishing and business email compromise.

## **3. Your representations and warranties**

- 3.1 You represent and warrant to us each time you use the System, that:
  - (a) your use of electronic signatures does not violate, breach or conflict with or constitute a default under any law, regulation, rule, judgment, contract or other instrument binding on you or your constitutional documents; and
  - (b) all information and documents furnished by you to us are true, complete and accurate in all respects when provided.

## **4. Liability**

- 4.1 The System is a third-party service that is neither owned or operated by us and your use of the System is at your own risk. We expressly exclude any guarantee, representation, warranty, condition, term or undertaking of any kind relating to or arising from any use or inability to use the System. We will not be liable for any loss, damage or cost incurred by you in connection with your use of or inability to use the System.

- 4.2 We will not be liable to you for any loss, damage, cost or expense whatsoever (whether direct or indirect, whether foreseeable or not) which you may suffer or incur arising from:
- (a) your use or inability to use the System;
  - (b) any breach by you of any provision of these Terms or any information or documents furnished by you, which is or proves to have been incorrect, incomplete or misleading in any material respect when provided;
  - (c) any unauthorised or unlawful use of the System.
- 4.3 You shall hold us harmless against any claim, demand, action or proceeding which may be made against us and any losses, damages, costs or expenses (including legal fees) which we may incur or suffer because of:
- (a) us acting or relying on any Document;
  - (b) any breach by you of any provision of these Terms or any information or documents furnished by you, which is or proves to have been incorrect, incomplete or misleading in any material respect when provided; or
  - (c) any unauthorised or unlawful use of the System by you.
- 4.4 In no circumstances will either party be liable to the other for any consequential, indirect, economic, loss of profit, special or punitive losses or damages.

## 5. **Consent to Disclosure and Personal Data**

- 5.1 In addition and without prejudice to any other agreement which we may have with you or any right we have at law, you agree that we may disclose any information relating to you, your accounts, your transactions or your dealings with us ("**Information**") to the Provider, its employees, service providers and agents.
- 5.2 Your Information may be stored on the Provider's servers and network and will be subject to the Provider's data privacy or data handling policies and we have no responsibility or liability over the Provider's use, storage, handling or further disclosure of your Information.
- 5.3 You may provide personal data to us (including without limitation personal data of your office holder, employee, shareholder and beneficial owner) in connection with you establishing or maintaining your relationship with us. When providing any personal data to us, you confirm that you are lawfully providing the data for us to use and disclose for the purposes of: (a) providing products or services to you; (b) meeting the operational, administrative and risk management requirements of DBS Group; and (c) complying with any requirement, as DBS Group reasonably deems necessary, under any law or of any court, government authority or regulator. For the purpose of this clause, "**DBS Group**" means DBS Group Holdings Ltd and its affiliates.

## 6. **Miscellaneous**

- 6.1 These Terms are governed by the laws of the jurisdiction from which we provide you the products/services. All disputes arising from or pursuant to these Terms shall be resolved before the non-exclusive jurisdictions of the courts of the jurisdiction from

which we provide you the products/services, and you agree to submit to the jurisdiction of such courts.

- 6.2 If any provision of these Terms is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed without affecting the validity of the other provisions.
- 6.3 No forbearance, delay or indulgence by us in enforcing these Terms shall prejudice or restrict our rights. No waiver of our rights shall operate as a waiver of any subsequent breach, and no right, power or remedy herein conferred upon or reserved for us is exclusive of any other right, power or remedy available to us.
- 6.4 The indemnities in our favour and the exclusion of our liabilities in these Terms shall remain in full force and effect and shall not be in any way affected or prejudiced by any change to these Terms. For the avoidance doubt, in addition to these Terms, our prevailing terms and conditions governing your accounts, transactions and other services will, unless otherwise specified in writing, continue to apply and bind you and nothing in these Terms shall prejudice or affect our rights under our prevailing terms and conditions.
- 6.5 A person who is not a party to these Terms may not enforce any provision of these Terms.
- 6.6 We may at any time amend these Terms by giving reasonable notice to you. Such notice may be sent via email, posted on our website or published in any media or channel we deem appropriate. You are deemed to agree to such amendments if you continue to use the System after the effective date of such amendments.