Terms & Conditions Governing the DBS Resilience Package for F&B and Retail SMEs (the "DBS Resilience Package")

- The DBS Resilience Package is a referral program of DBS Bank Ltd. ("DBS") to connect DBS' small and medium enterprise ("SME") customers in the food services and retail industries ("Customers") with certain third party service providers offering digital solutions (the "Service Providers") in connection with the Digital Resilience Bonus ("DRB") administered by the Infocomm Development Authority of Singapore ("IMDA") (more information on the DRB can be obtained at <u>https://www.imda.gov.sg/DRBonus</u>).
- 2. A list of the Service Providers may be found at <u>https://www.dbs.com.sg/sme/digital-resilience-package</u> (as such URL may be updated from time to time).
- The DBS Resilience Package is valid from 20 June 2020 to 31 January 2021 (both dates inclusive) (the "Promotion Period").
- 4. In order to participate in the DBS Resilience Package, a Customer has to:
 - (a) be an existing DBS SME customer;
 - (b) have a DBS Business Account linked to PayNow Corporate with UEN Proxy; and
 - (c) fill out and submit the online form for the DBS Resilience Package located
 <u>https://www.dbs.com.sg/sme/digital-resilience-package</u> (as such URL may be updated from time to time)
 (the "Application Form"),

(each such Customer, an "Applicant").

- 5. By participating in the DBS Resilience Package through submitting an Application Form, the Applicant:
 - (a) acknowledges and agrees that DBS' decision on the approval to its application for the DBS Resilience Package are final and made at DBS' sole discretion;
 - (b) acknowledges and agrees that the DRB and the payment of the DRB is subject to compliance with all requirements of the relevant authorities, including without limitation the IMDA, as may be applicable from time to time in relation to the DRB;
 - (c) acknowledges and agrees that (i) the digital solutions, products and services (including without limitation, any rewards or benefits relating to the foregoing) offered by the Service Providers in the DBS Resilience Package shall be subject to the terms and conditions that the Applicant may need to agree with the relevant Service Providers separately from these terms and conditions and (ii) DBS is not an agent of the Service Providers and makes no warranty or representation as to the quality, merchantability or fitness for purpose of the Service Providers' digital solutions, products or services;

- (d) acknowledges and agrees that any disputes arising out of any transactions in relation to such digital solutions, products and services are to be resolved directly with the relevant parties and DBS shall not be liable for any such disputes.
- (e) confirms that it is lawfully providing its data and the information submitted in the Application Form or any information as may be requested by DBS from time to time in relation to the DBS Resilience Package (including any Personal Data), for DBS to collect, use, disclose, process and store for the purposes of: (i) promoting, conducting and administering the DBS Resilience Package, including any communications relating to the DBS Resilience Package; whether to the Applicant, Service Providers, the IMDA or otherwise, (ii) providing digital solutions, products or services to that Applicant, whether in connection with this DBS Resilience Package, the Rewards (as defined below), any loan application or otherwise; (iii) meeting the operational, administrative and risk management requirements of DBS Group Holdings Ltd. and its related corporations ("DBS Group"); and (iv) complying with any requirement, as DBS Group reasonably deems necessary, under any law or of any court, government authority or regulator;
- (f) undertakes, represents and warrants to DBS that in relation to any Personal Data that the Applicant is disclosing to DBS, the Applicant has notified such individual of the purposes for which DBS may use his/her Personal Data and has obtained such individual's consent for the collection, processing, use and disclosure of his/her Personal Data by DBS in accordance with the provisions of the terms and conditions of the DBS Resilience Package; and
- (g) consents to DBS providing information provided by the Applicant, including without limitation information provided in the Application Form and Personal Data of its representatives, to the respective Service Providers and/or to any governmental agency or authority, including without limitation, the IMDA.

For the purposes of this Clause, **Personal Data** means personal data as defined in the Personal Data Protection Act 2012 of the Republic of Singapore and its amendments from time to time.

- 6. Eligible Applicants will be contacted by a DBS representative to confirm their interest. The DBS representative ascertain the viability of the selected solutions and direct such Applicants to the appropriate Service Providers.
- 7. DBS reserves the right to withdraw, substitute or replace the DBS Resilience Package with other solutions without giving prior notice or any reason and without incurring any liability to any party.
- 8. Under no circumstances will DBS be held responsible or liable in any way for any claims, damages, losses, expenses, costs or liabilities whatsoever (including, without limitation, any direct or indirect damages for loss of profits, business interruption or loss of information) resulting or arising directly or indirectly from the Applicant's association to, use of or inability to use the digital solutions, products or services offered by the Service Providers, or from the Applicant's reliance on the information and materials on the digital solutions, products or services that the Service Providers provide on the DBS Resilience Package public webpage or arising from communications or any kind of relationship established between the Applicants and the Service Providers.

- 9. DBS may (but shall not be obliged to) from time to time in its sole discretion provide additional benefits or rewards to an Applicant in relation to DBS products and services and the DBS Resilience Package (the "**Rewards**"). Further details of such Rewards and the additional terms and conditions for such Rewards are as set out in the Schedule to these terms and conditions. In addition, DBS may (but shall not be obliged to) from time to time in its sole discretion provide in conjunction with other DBS' promotions provide other rewards or benefits to an Applicant, such rewards or benefits will be subject to the terms and conditions applicable for such promotions, rewards or benefits.
- 10. DBS may vary these terms and conditions or discontinue the DBS Resilience Package at any time without any notice or liability to any party.
- 11. DBS's decision on all matters relating to the DBS Resilience Package shall be final. No correspondence or claims will be entertained.
- 12. The DBS Resilience Package is not valid with any other on-going offers, promotions, vouchers, rebates or privileges, unless otherwise stated.
- 13. These terms and conditions (including the Schedule) are governed by, and shall be construed in accordance with, the laws of Singapore.

<u>Schedule</u>

Terms and Conditions for Rewards

1. Applicants which sign-up or utilise each of the following DBS products and services and fulfil the corresponding Conditions (mentioned in the same row as that product or service) may receive the corresponding Reward (mentioned in the same row as that product or service):

DBS Product and Service /	Conditions for Reward (the "Conditions")	Reward
DBS Start Digital Promotion	An Applicant must sign up for the DBS Start Digital Promotion and utilise at least once (such utilisation determined at DBS's sole discretion), within the promotion period for the DBS Start Digital Promotion, each of the solutions signed up for by that Applicant under the DBS Start Digital Promotion.* *DBS Start Digital Promotion terms and conditions apply. Please visit https://www.dbs.com.sg/sme/start- digital/start-digital-promotion- tnc 310320.pdf for more details.	A one-time S\$100 cash rebate which will be credited to that Applicant's DBS Business Account within 2 months after the Condition set out in the box on the left has been satisfied.
DBS Business Account	Applicants must sign up for their [first] DBS Business Account within the Promotion Period.	A one-time S\$200 cash rebate which will be credited to that Applicant's DBS Business Account within 2 months after the Condition set out in the box on the left has been satisfied. This cash rebate is only applicable for one DBS Business Account sign-up.
DBS Temporary Bridging Loan	Applicants must apply for a DBS Temporary Bridging Loan within the Promotion Period and such loan must be disbursed within the Promotion Period.	A one-time \$200 cash rebate which will be credited to that Applicant's DBS Business Account within 2 months after the Condition set out in the box on the left has been satisfied. This rebate is only applicable to a maximum of one DBS Temporary Bridging Loan applied for by that Applicant.

- 2. Only Applicants which have fulfilled the applicable Conditions for a Reward will be informed of their eligibility to receive such Reward. If an Applicant closes all of its DBS Business Accounts before a Reward is credited, DBS is entitled to forfeit such Reward for that Applicant.
- 3. If the Applicant has multiple DBS Business Accounts, DBS has the sole discretion to determine which account to credit a Reward to. In addition, if an Applicant closes each of its DBS Business Accounts prior to the crediting of any Reward, such Reward will be forfeited.
- 4. Applicants must satisfy DBS's credit assessment for the Temporary Bridging Loan. DBS does not commit, promise or agree to offer to any Applicant any credit facility, line of credit or financing arrangement, or to enter into any arrangement or agreement in relation thereto.
- 5. DBS reserves the right to withdraw any Reward, substitute or replace any Reward with another reward of similar value, without giving prior notice or assigning any reason.
- 6. DBS may vary the terms and conditions or discontinue the above Rewards at any time without any notice or liability to any party.
- 7. DBS's decision on all matters relating to the Rewards shall be final. No correspondence or claims will be entertained.

Deposit Insurance Scheme

Singapore dollar deposits of non-bank depositors and monies and deposits denominated in Singapore dollars under the Supplementary Retirement Scheme are insured by the Singapore Deposit Insurance Corporation, for up to \$\$75,000 in aggregate per depositor per Scheme member by law. Monies and deposits denominated in Singapore dollars under the CPF Investment Scheme and CPF Minimum Sum Scheme are aggregated and separately insured up to \$\$75,000 for each depositor per Scheme member. Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured.