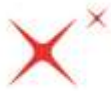




**Terms & Conditions Governing the DBS Bank Ltd. ("DBS") InvoiceNow pre-registration program (the "Pre-Registration")**

By submitting an Application Form (as defined below), the business entity indicated in the Application Form (the "**Entity**"), each person (including yourself) submitting and/or approving the Application Form for the Entity (each an "**Authorised Person**"), acknowledge and agree to the following:

1. The Pre-Registration is available from 3 November 2020 to 19 March 2021 (the "**Pre-Registration Period**").
2. This Pre-Registration is only an expression of interest for the DBS InvoiceNow service that may be made available by DBS in early 2021 (or such other date as we may notify the Entity in our sole discretion). Use of the DBS InvoiceNow service may be subject to separate terms and conditions that may be made available later.
3. In order to qualify for the Pre-Registration, an Entity has to:
  - (a) be an existing or new DBS business customer;
  - (b) have an existing DBS business account or have successfully applied for a new DBS business account;
  - (c) have successfully applied for or be an existing user of DBS IDEAL; and
  - (d) fill out and submit the application form for the Pre-Registration whether through the DBS website, the DBS IDEAL Joy Virtual Assistant chatbot or such other channel that DBS may make available from time to time (the "**Application Form**").
4. Notwithstanding that the DBS InvoiceNow service may only be available at a later date, DBS may at any time after submission of the Entity's Application Form, provide all information provided in the Application Form to the Infocomm Media Development Authority ("**IMDA**") or any other third parties as may be necessary for registering the Entity on the E-Invoicing Network (as defined in IMDA's [terms](#) (the "**IMDA Terms**")), DBS InvoiceNow or otherwise on the Peppol network (collectively, the "**Network**").
5. The E-invoicing Registration Grant provided by the IMDA (the "**Grant**") is subject to the [IMDA Terms](#), in particular, the Grant is only available to businesses and entities which (a) have been registered in Singapore on or before 25 March 2020; (b) have registered with an IMDA approved Peppol Service Provider on or before 31 December 2020; (c) have registered their UEN (without suffix) to their respective PayNow Corporate accounts, (d) have an active and valid UEN which is used for the registration on the E-Invoicing Network, (e) are not Excluded Entities (as defined in the IMDA Terms) and (f) are registered with the Accounting and Corporate Regulatory Authority (ACRA) or any other UEN issuing agency. In addition, the Entity must be among the first 50,000 organization to register for the Grant on or before 31 December 2020. Please refer to the [IMDA Terms](#) and [the IMDA E-Invoicing Registration Grant FAQs](#) for more information.
6. For Entities applying for the Grant through this pre-registration, DBS must receive the completed Application Form and the Entity must fulfil all of the conditions stated in paragraph 3 above before 12:00PM on 31 December 2020 in order for DBS to provide the Entity's details



to the IMDA for the purposes of applying for the Grant. For the avoidance of doubt, DBS does not provide any representation or warranty that any Entity will receive the Grant.

7. Each Authorised Person and the Entity represent and warrant that each Authorised Person, has the power and authority to submit the Application Form or any other related documents related to the Grant, the Network or Pre-Registration on behalf of the Entity.
8. Each Authorised Person and the Entity:
  - (a) are lawfully providing the 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 Pre-Registration or the Network (including any Personal Data), for DBS to collect, use, disclose, process and store for the purposes of: (i) registering the Entity on the Network with the IMDA or otherwise, (ii) promoting, conducting and administering the Pre-Registration and DBS InvoiceNow, including any communications to the Authorised Persons, the Entity, the IMDA or otherwise, (iii) providing digital solutions, products or services to the Entity, whether in connection with this Pre-Registration, the Network or otherwise; (iv) meeting the operational, administrative and risk management requirements of DBS Group Holdings Ltd. and its related corporations ("**DBS Group**"); and (v) complying with any requirement, as DBS Group reasonably deems necessary, under any law or of any court, government authority or regulator;
  - (b) undertakes, represents and warrants to DBS that in relation to any Personal Data that the each Authorised Person and the Entity are disclosing to DBS, that the relevant individual to which such Personal Data relates to has been notified of the purposes for which DBS may use his/her Personal Data and such individual's consent has been obtained 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 Pre-Registration; and
  - (c) consents to DBS providing information provided by each Authorised Person and the Entity, including without limitation information provided in the Application Form and Personal Data of the Entity's representatives, to the IMDA, and/or to any governmental agency or authority, or such other third parties as may be necessary in relation the Pre-Registration or the Network;
  - (d) consents to DBS contacting the Authorised Person and Entity using the information provided by each Authorised Person and the Entity, including without limitation information provided in the Application Form and Personal Data of the Entity's representatives, for the purposes of applying to be a DBS business customer, opening a DBS business account, applying for DBS IDEAL, the Pre-Registration or otherwise for the purposes of DBS InvoiceNow (where applicable).

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.

9. The Network is a third-party network which is not provided by us and we have no control over the Network and DBS makes no representation or warranty in relation to the Network.
10. 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

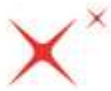


direct or indirect damages for loss of profits, business interruption or loss of information) resulting or arising directly or indirectly from the Pre-Registration, the Network or the Entity's association to, use of or inability to use the Network or any digital solutions, products or services provided in relation to the Network, or from the Entity's reliance on the information provided on the Network.

11. Each Authorised Person and the Entity agrees to indemnify us for any losses, damages, claims, liabilities and expenses incurred or suffered by us in connection with Entity's Pre-Registration, or otherwise as a result of us providing the Entity with any service or products in relation to the Network and/or the Pre-Registration.
12. DBS may (but shall not be obliged to) from time to time in its sole discretion provide additional Incentives (as defined in the Schedule) to an Entity in relation to the Pre-Registration. Further details of such Incentives and the additional terms and conditions for such Incentives 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 other benefits or incentives to an Entity, such benefits or incentives will be subject to the terms and conditions applicable for such benefits or incentives and the products or services relating to the same.
13. DBS reserves the right to modify, withdraw, terminate or discontinue the Pre-Registration or the DBS InvoiceNow service without giving prior notice or any reason and without incurring any liability to any party.
14. DBS may vary these terms and conditions at any time without any notice or liability to any party.
15. DBS's decision on all matters relating to the Pre-Registration shall be final. No correspondence or claims will be entertained.
16. These terms and conditions are governed by, and shall be construed in accordance with, the laws of Singapore.

#### **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 S\$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 S\$75,000 for each depositor per Scheme member. Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured.



**Schedule**  
**Terms and Conditions for Incentives**

1. Entities which successfully complete the Pre-Registration within the Pre-Registration Period are eligible for the following incentives (the “**Incentives**”):
  - (a) free use of DBS IDEAL InvoiceNow e-invoicing portal to generate, send and receive e-invoices from the date of availability of DBS InvoiceNow until 31 December 2022; and,
  - (b) 30 free FAST/PayNow Corporate payment transactions (transactions must be a payment from the Entity to a third party) per entity per month from the date of availability of DBS InvoiceNow until 31 December 2022 made through the Entity’s DBS business account(s) applicable only for payments on e-invoices provided that at least 2 e-invoices per month have been generated, sent or received by the Entity using DBS InvoiceNow.
2. The Incentives are subject to the following conditions:
  - (a) the Incentives shall be available only upon the DBS InvoiceNow service being made available and the Entities completing all registration and other onboarding requirements for the DBS InvoiceNow service; and
  - (b) any other terms and conditions as required by DBS from time to time and notified to the Entities.
3. DBS reserves the right to modify, withdraw or cancel any Incentive, without giving prior notice or assigning any reason.
4. DBS may vary the terms and conditions or discontinue the above Incentives at any time without any notice or liability to any party.
5. DBS's decision on all matters relating to the Incentives shall be final. No correspondence or claims will be entertained.
6. These terms and conditions are governed by, and shall be construed in accordance with, the laws of Singapore.