

DBS TERMS GOVERNING USE OF INVOICENOW

The Company (“**you**”) intends to use InvoiceNow Network, which in turn is an extension of the Peppol Transport Infrastructure (the “**Peppol Network**” and together with the InvoiceNow Network, the “**Network**”), to transact with other participants on the Peppol Network, including the sending and receiving of electronic invoices. You wish to send and receive information and invoices via the Network through us, as a Peppol Access Point provider and make related payments from your accounts maintained with us, DBS Bank Ltd. (collectively, the “**Services**”). Reference is made to the Peppol Transport Infrastructure Agreement entered into between Info-communication Media Development Authority (“**IMDA**”) and DBS Bank Ltd. for the purposes of providing Peppol Access Point services in Singapore.

These DBS Terms Governing Use of InvoiceNow (“**Terms**”) shall govern your use of the Network and the Services, together with DBS Electronic Banking Services Terms and Conditions and any other terms agreed to by you in connection with the payment services. You acknowledge and agree that we may amend, supplement or replace any of such terms and conditions without prior notice to you at any time and you agree that you will be deemed to have accepted the relevant terms and conditions for the time being in force.

1. Authorisation and Use of Network

- 1.1 You hereby authorise us to register the Company on the Network, and to provide all relevant information to IMDA or any other third parties and do all that is necessary for this purpose.
- 1.2 You must ensure that only persons with proper and valid authority send or transmit or authorize the sending or transmission of information through the Network and you acknowledge that we will be relying on the information 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 information sent or received through the Network. Any fraud, forgery, or impersonation of your identity and/or signature or the identity and/or signatures of your authorized representative shall, except for our gross negligence or wilful misconduct, be your responsibility and liability.
- 1.3 We can refuse to act upon an instruction, and take any action we reasonably deem appropriate in the circumstances, if we have reasonable ground to believe that (i) it was not given by you; (ii) it was not clear; (iii) 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; (iv) it might cause us to breach a contractual duty; (v) your rights of access to the Network are being used for any unlawful purpose; or (vi) 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.
- 1.4 You agree and acknowledge that information sent through the Network may not be processed immediately, around the clock or in a timely manner but the processing is dependent, among other things, on the time and day that such information is received by us.

2. Representations and warranties

You represent and warrant to us that (i) you have all necessary power, authority and approvals to accept these Terms; (ii) all obligations expressed to be assumed by you hereunder are legal, valid and binding on you; (iii) the entry into and the performance of the obligations hereunder do not violate, breach or conflict with or constitute a default under any law, regulation, rule, judgment, contract or other instrument binding on you or any of your assets or any provision of

your constitutional documents and (iv) all information and documents furnished by you to us are true, complete and accurate in all respects when provided.

3. Security

- 3.1 You must comply with all security procedures, requirements, instructions, and specifications prescribed by us from time to time including, where relevant, those set out in our user manual, rulebook and/or service contracts. In addition, you must take all reasonable precautions to prevent fraudulent or unauthorised use of or access to your security details and of the Network.
- 3.2 You must immediately inform us by telephone (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 disclosure of your security details or any breach of security procedures prescribed by us (including unauthorised access to your security details or the Network).
- 3.3 You must use your best efforts to comply with our instructions on steps to remedy any breach of your security details, including but not limited to providing us and/or the Provider with information that we may reasonably request relating to your use of the Network and co-operating with us in any related investigation.

4. Fees

You agree and accept there may be charges and/or fees associated with the Services which we will inform you from time to time, and in any case at least thirty (30) days before such charges and/or fees are being imposed. You authorize us to debit against any account which you have with us in payment of such charges and/or fees. For the avoidance of doubt, the charges and/or fees associated with the payment services are governed by the terms and conditions agreed between us in relation to those services.

5. Liability

- 5.1 The Network is a third-party service that is neither owned or operated by us and your use of the Network is at your own risk. You acknowledge and agree that (i) it is your sole responsibility to determine that the Network meets the needs of your business and are suitable for the purposes for which they are used; (ii) the access to, and use of, the Network is on an as-is basis and at your own risk; (iii) we do not warrant that the access to the Network will be uninterrupted or error free; and (iv) we will not in any way be responsible for the accuracy, veracity or completeness of information you send or receive via the Network.
- 5.2 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.
- 5.3 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: (i) your use or inability to use the Network; (ii) 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 (iii) any unauthorized or unlawful use of the System.

5.4 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 (i) us acting or relying on any Document; (ii) 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 (iii) any unauthorized or unlawful use of the Network by you.

5.5 In no circumstances will either party be liable to you for any consequential, indirect, economic, loss of profit, special or punitive losses or damages.

6. Consent to Disclosure and Personal Data

6.1 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 (i) IMDA, Peppol and our service providers (collectively, the “**Provider**”) and its respective employees, service providers and agents; (ii) any person to whom such disclosure is required or permitted under any law or by any court, government authority or regulator; and (iii) any person in connection with the provision of insurance or services to meet DBS Group’s operational, administrative or risk management requirements.

6.2 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 Network’s use, storage, handling or further disclosure of your Information.

6.3 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: (i) providing products or services to you; (ii) meeting the operational, administrative and risk management requirements of DBS Group; and (iii) 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.

7. Miscellaneous

7.1 All notices or other communications required or permitted to be given under these Terms (the “**Notices**”) must be in writing. Such Notices shall be delivered personally or sent by prepaid registered post or by facsimile or by electronic mail addressed:

- (a) in the case of a Notice to you, to the address, facsimile number or electronic mail address last registered with us; and
- (b) in the case of a Notice to us, to:
DBS Bank Ltd.
#44-00 MBFC Tower 3
Singapore-018982
Attn: GTS SG Cash Management
Email: invoicenowadmin@dbs.com

7.2 These Terms are governed by the laws of Singapore. All disputes arising from or pursuant to these Terms shall be resolved before the non-exclusive jurisdictions of the courts of the jurisdiction from Singapore, and you agree to submit to the jurisdiction of such courts.

- 7.3 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.
- 7.4 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.
- 7.5 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, payment services 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.
- 7.6 A person who is not a party to these Terms may not enforce any provision of these Terms.
- 7.7 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 Network after the effective date of such amendments.