

Terms & Conditions Governing ESG Ready Programme

1. The ESG Ready Programme is subject to any terms and conditions imposed by Enterprise Singapore (“ESG”) and DBS Bank Ltd. (“DBS”).
2. To be eligible for this ESG Ready Programme (“Programme”), businesses must (“Eligibility Criteria”):
 - (a) Be classified as a Small and Medium Enterprise (SME) or Medium-sized Enterprise by Enterprise Singapore;
 - (b) Be registered and incorporated in Singapore, with no less than 30% of its shareholding held by Singapore citizens or Permanent Residents (PRs);
 - (c) For SMEs - Have an annual sales turnover (at group level) of not more than S\$100 million OR employment size not exceeding 200 employees;
 - (d) For Mid-sized Enterprises – Have annual sales turnover not exceeding S\$1 billion
3. To apply for the Programme, an applicant must:
 - (a) Fulfil the Eligibility Criteria mentioned in Clause 2;
 - (b) Register interest for the DBS ESG Ready Programme [online](#) and submit to DBS a completed acceptance form; and
 - (c) Fully comply with the terms & conditions governing the ESG Ready Programme.
4. Applicants will be contacted by DBS via email/phone within five (5) workings days of receiving the application.
5. Applicants will receive recommendations for Programme levels 1 and 2 and must select an entry level during the registration process.
6. The Programme duration is 12 months. Participants are required to complete the stipulated milestones if entering at level 1, or 3 milestones if entering at the level 2, as determined by their entry choice.
7. By participating in this Programme, the Applicant:
 - (a) Consents to DBS disclosing its application details to ESG for the purposes of enrolment verification and referral;
 - (b) Consents to DBS disclosing its application details to its partners participating in this Programme (“Programme Partners”) for the purposes of referral and follow-up;
 - (c) Consents to each Programme Partner disclosure of any reports (e.g., sustainability strategy reports, emission reports), invoices, delivery orders, certifications, and deliverables for the purpose of submission of claims to ESG;
 - (d) Acknowledges and agrees that approvals on its applications are made at DBS’ discretion;
 - (e) Acknowledges that each Programme Partner’s decision is final, and DBS does not guarantee nor interfere with the approval process relating to the Programme Partner’s service/solution;
 - (f) Confirms that it is lawfully providing the data for DBS to use and disclose for the purpose of: (i) providing products or services to the Applicant, whether in connection with this Programme; (ii) meeting the operational, administrative and risk management requirements of DBS Group Holdings Ltd. and its related corporations (“DBS Group”); and (iii) complying with any requirement, as DBS Group reasonably deems necessary, under any law or any court, government authority or regulator; and
 - (g) agrees that DBS may disclose any information relating to the Applicant to (i) any person to whom such disclosure is required or permitted under any law or by any court, government authority or

regulator; (ii) any entity of the DBS Group; and (iii) any person in connection with the provision of insurance or services to meet DBS Group's operational, administrative or risk management requirements.

- (h) Acknowledges and agrees that prevailing GST rates may be charged by Programme Partners in the provision of the product or service and that any sales fulfilment will be between the Applicant and the Programme partner.
8. In addition, by participating in the Programme, the Applicant acknowledges and agrees that:
- (a) the Programme Partners are independent service providers providing the relevant service/solution to the Applicant. No liability or responsibility shall be attributable to DBS in connection with the provision of the service/ solution by any Programme Partners to the Applicant;
 - (b) nothing in these terms and conditions and no action taken by DBS or any Programme Partners shall be construed as constituting DBS as partner or agent of, or as creating any joint venture with, any Programme Partners, and vice versa; and
 - (c) DBS does not act as an adviser and assumes no fiduciary responsibility or liability for any consequences, financial or otherwise, arising from any arrangements entered into by the Applicant in connection with this Programme. Prior to making any decision or taking any action, the Applicant should consult its own independent financial, accounting, tax, legal or other competent professional advisors as you deem appropriate to ensure that any assessment you make is suitable for you in light of your own financial, accounting, tax, and legal constraints and objectives without relying in any way on DBS.
 - (d) Refunds will not be issued if the Applicant chooses to withdraw from the Programme at any time and any sales fulfilment will be between the Applicant and the Programme Partner.
9. DBS' Terms and Conditions Governing Accounts (Applicable to Business/Nonindividuals) and Terms and Conditions governing services linked to the Account shall continue to apply.
10. DBS reserves the right to withdraw, substitute or replace the products and services offered in this Programme with other similar products and services, including the withdrawals of any training courses and Programme Partners from this Programme without giving prior notice and without assigning any reason.
11. Without prejudice to the generality of the foregoing, in the event of any breach of these terms and conditions, DBS shall be entitled to withdraw any grants or payments made on behalf of, or for the benefit of, the Applicant in connection with the Applicant's engagement of the Programme Partners' products and services.
12. To the extent permitted by law, DBS may vary the terms and conditions or discontinue this Programme at any time without any notice or liability to any party.
13. DBS' decision on all matters relating to this Programme shall be final. No correspondence or claims will be entertained.
14. 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 use of or inability to use the training and solutions offered by DBS or any Programme Partners.

15. This Programme is not valid with any other on-going offers, promotions, vouchers, rebates, or privileges, unless otherwise stated.
16. These terms and conditions are governed by, and shall be construed in accordance with, the laws of Singapore.