

**UOB BUSINESS INTERNET BANKING SERVICE –  
BULK SERVICES AGREEMENT****A. APPLYING FOR UOB BUSINESS INTERNET BANKING SERVICE – BULK SERVICES**

- 1.1 In applying for the UOB Business Internet Banking (BIB) Service – Bulk Services, the Customer agrees to be bound by and to comply with the terms and conditions of this Agreement and all applicable terms and conditions, procedures and instructions as set out in any document or form issued by the Bank which may be amended from time to time (whether on paper or disk or in the UOBGroup.com web pages). In the event of any inconsistency or conflict between the terms of this Agreement and the terms in the other aforesaid documents in matters relating to UOB BIB Service – Bulk Services, the terms of this Agreement shall prevail. This Agreement may be amended in accordance with its terms from time to time and is in addition to any other agreements which the Customer may have with the Bank or any other UOB Group Bank.
- 1.2 UOB BIB Service – Bulk Services adds to or supplements the banking and other facilities, services and products granted or provided by the UOB Group Banks to the Customer through various media including the electronic medium of the Internet. The Customer accepts and agrees that the use of the login-IDs and passwords issued to the persons authorised by the Customer to access the UOB BIB Service – Bulk Services will be governed by the UOB BIB Service Agreement.

**B. DEFINITIONS**

For the purpose of this Agreement,

- 2.1 "Account" means an account maintained by the Customer from time to time with a UOB Group Bank.
- 2.2 "Bank" means, as the context may require, (i) in relation to each transaction carried out or transmitted through UOB BIB Service – Bulk Services, the UOB Group Bank to which the Customer Instructions for that transaction relate or has its closest connection, or (ii) the UOB Group Bank to which the Customer is or may be indebted or otherwise liable, or (iii) the UOB Group Bank at which the Customer maintains its Designated Account.
- 2.3 "CMS" means all the Cash Management Services which add to or supplement all banking facilities and services that the UOB Group Banks may offer to its customers from time to time, including but not limited to additional services related to remittances, bulk cheque issuances and Inter-Bank Giro payments.
- 2.4 "CMS Software" means all or any part of the computer software (stored in Diskettes or any other form or medium) licensed or sub-licensed by the Bank to the Customer for the operation and utilisation of UOB Group Banks' CMS including the software which authenticates the identity of the Customer.
- 2.5 "Customer Instructions" means any request or instruction given or purportedly given by the Customer to the Bank through the UOB BIB Service – Bulk Services.
- 2.6 "Designated Account" means the account which the Customer shall open as a new Account or designate from among its existing Accounts in the UOB BIB Service Registration Form (and in default of such designation by the Customer, whether at the time of registration or in the event of the closure or termination of an Account previously designated as such, such Account of the Customer as the Bank may designate) in order to utilise the UOB BIB Service – Bulk Services and to and from which may be charged and deducted the fees, costs, charges, expenses and interest that the Bank may impose from time to time for the use of the UOB BIB Service – Bulk Services, including without limitation, subscription fees and any additional fees for selected transactions/services and in respect of which the Bank may require the maintenance in it of any prescribed minimum amount of funds.
- 2.7 "Digital Certificate" means the combination of codes used by the Bank to authenticate the identity of the Customer.
- 2.8 "UOB Group Bank" means United Overseas Bank Limited or Far Eastern Bank Limited.
- 2.9 In the interpretation of this Agreement, words importing the singular include the plural and vice versa and words importing a gender include every gender. The headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement.

**C. OPERATION OF BIB SERVICE – BULK SERVICES****Customer Instructions**

3. Customer Instructions will be governed by the UOB BIB Service Agreement.

**Countermand of Customer Instructions**

4. The Bank is not obliged to cancel or amend any payment made or to be made pursuant to Customer Instructions. If the Bank agrees to the Customer's request for any amendment or cancellation, the Bank shall be entitled to a reasonable period of time to execute the Customer's request and shall have no liability to the Customer if such cancellation or amendment is not effected in time or could not be made. The Bank shall not be taken to have received or have notice of any countermand of Customer Instructions until the Bank informs the Customer in writing that the countermand has been received or the Bank has taken action, whichever is earlier.

**Hashing Function**

- 5.1 The Customer, in opting to hash its data before sending the data to the Bank through the UOB BIB Service – Bulk Services, fully understands that the hashing feature is provided as an added safety option to help ensure that the transaction files have not been tampered with during transmission. The Bank shall not be held responsible for any consequences arising from the use of the hashing function.
- 5.2 The Customer, in opting for the hashing feature, undertakes to keep confidential and take all precaution to safeguard the hashing algorithm issued by the Bank or as amended from time to time.

**Payment Service**

- 6.1 The Bank is authorised to effect any payment including third party payment whatsoever pursuant to Customer Instructions.
- 6.2 The Bank's standard terms and conditions and general operating procedures, which are applicable to remittances, and Inter-Bank Giro transactions, will apply mutatis mutandis to all UOB BIB Service – Bulk Services transactions.
- 6.3 Where the Bank provides a list of payees to whom payment may be made through the UOB BIB Service, the Bank has the discretion to and may without prior notice delete any payee or amend such list of payees.

- 6.4 The Bank is under no obligation to execute any Customer Instructions to effect payment without incurring any liability whatsoever if the Bank has any doubt on the authenticity, clarity or completeness of such Instructions.
- 6.5 Subject to the constraints in the UOB BIB and CMS systems, the Customer may instruct payments, schedule ad-hoc payments in advance or schedule instalment payments at regular intervals and subject to Clause 4 hereof, may cancel or change any scheduled payment (whether ad-hoc or instalment) PROVIDED that the Customer complies with all directions, terms or requirements that the Bank may impose from time to time in respect thereof, including but not limited to deadlines, cut-off time and specified period of prior notice before which Customer Instructions must be conveyed to the Bank to effect a transaction. The Bank reserves the right at any time without prior notice or liability to Customer to change the procedure or manner in which Customer Instructions for such payment service may be transmitted.
- 6.6 In the event that the Customer shall elect for payment service by bulk issuance of cheques, the following provisions shall apply in addition to the prevailing UOB Terms and Conditions Governing Accounts and Services:-
- (a) the Customer shall open a new current Account with a UOB Group Bank in such currency as the Bank may permit to be designated as an "Imprest Account" in the name of the Customer, such Imprest Account to be used for the purpose of making payment on cheques or other forms of bills of exchange or similar instrument as the Bank may from time to time specify (collectively, "Cheques") issued pursuant to Customer Instructions and drawn against a UOB Group Bank.
  - (b) the Customer shall nominate two authorised signatories with maximal operating mandates for the purpose of the Imprest Account and furnish to the Bank the specimens of the signatures of these signatories as the Bank may require.
  - (c) in the event of a change of the authorised signatories of the Imprest Account, the Customer shall forthwith notify the Bank in writing of the change at the branch where the Imprest Account is maintained or such other address as the Bank may from time to time notify the Customer, furnishing the specimens of the signatures of the new signatories, failing which notification the Bank shall not be deemed to have notice of any change of such authorised signatories and shall be entitled to act on Customer Instructions given by the authorised signatories on its records.
  - (d) Customer Instructions to issue Cheques shall be deemed irrevocable and binding on the Customer once transmitted and shall be in a format acceptable to the Bank and shall include such information as the Bank may prescribe and the Customer shall ensure the correctness of all information provided.
  - (e) all Cheques issued shall be "crossed" and made out to named payees.
  - (f) upon receipt of Customer Instructions to issue Cheques, the Bank shall transfer funds of an amount equivalent to the total value of the Cheques to be issued in accordance with those Customer Instructions from the Designated Account to the Imprest Account to meet payments under the Cheques.
  - (g) the Customer shall ensure that the Designated Account is adequately funded before issuing any Customer Instructions to issue Cheques to enable the Bank to effect the transfer of funds therefrom to the Imprest Account and the Customer acknowledges that the Bank shall be entitled to refuse to act on such Customer Instructions if the funds in Designated Account are inadequate or for any reason cannot be transferred and shall not be liable to the Customer for any consequence whatsoever suffered, incurred or sustained by the Customer as a result of such refusal to act.
  - (h) the Bank shall debit funds in the Imprest Account against presentation of the Cheques.
  - (i) the Customer shall be responsible for reconciling the entries made in respect of the Imprest Account and shall promptly (and in any case, within fourteen (14) days of the date of the posting of such entries in the Imprest Account) notify the Bank of any irregularity, discrepancy, inaccuracy, incorrectness, omission, error, or unauthorised transaction in respect thereof, and if the Bank does not receive such notification within such time, each of such entries shall be conclusively deemed to be in good order, regular, valid, correct, accurate, true and duly authorised and the Customer shall be deemed conclusively to have accepted the same and be bound thereby and to have ratified or confirmed the same, and the Customer shall have no claim against the Bank howsoever arising from, in connection with or as a result of any transaction or entry referred to therein.
  - (j) the Customer shall maintain sufficient funds in the Imprest Account to meet payment against any Cheque issued pursuant to Customer Instructions.
- 6.7 The Bank may impose fees in respect of payment service rendered at such rates, on a regular or per transaction basis and if on a regular basis, at such intervals as the Bank deems fit from time to time.
- 6.8 Where the payment service to be provided by the Bank involves the delivery or collection of physical instruments of payment, the Customer shall abide by such procedure as the Bank may prescribe for security or other purposes and the Bank shall have no liability whatsoever to the Customer arising from the Customer's non-compliance with such procedure. The Customer agrees and accepts that the risks associated with the delivery or collection of such instruments by the Bank, in accordance with Customer Instructions, at all times lie with the Customer.
- 6.9 The Bank shall not be liable for any claim, demand, action, proceeding, damage, liability, loss or expense which may be made against the Customer or which the Customer may incur or suffer arising from or in connection with :-
- (a) any late payment due to the Customer's non-compliance with the Bank's directions, terms and requirements for effecting such payments through the use of UOB BIB Service – Bulk Services;
  - (b) any failure whatsoever of any third party or agent or the Bank's nominated correspondent bank through whom any such payment is made to transmit payment to the intended payee;
  - (c) any refusal or failure by the Bank to effect any payment by reason of an order of court or a notice, request, directive or order issued pursuant to any statute, regulation, or bye-law (whether or not having the force of law).
- 6.10 The termination of the UOB BIB Service – Bulk Services shall not in any way affect any outstanding Customer Instructions for such payment service received prior to the termination, which Customer Instructions shall survive, and the Bank is entitled to continue to execute and the Customer shall honour such Customer Instructions unless a countermand has been received in accordance with Clause 4 hereof.

#### Collection Service

7. The Bank's standard terms and conditions and general operating procedures, which are applicable to collections processed through the Inter-Bank Giro system, will apply mutatis mutandis in connection with all UOB BIB Service – Bulk Services transactions including (but not limited to) the following:-
- (a) the Direct Debit Authorisation forms of the Customer's clients shall be in a format acceptable to the Bank.
  - (b) the Customer shall be responsible for ensuring the validity of the Direct Debit Authorisation and the correctness of the bank account numbers of its clients.
  - (c) all unsuccessful collections will be returned to the Customer and its Designated Account debited accordingly.
  - (d) if the Customer's Designated Account is over-credited or under-debited for whatever reason, the Bank reserves the right to recover the over-credited/short-debited amount by debiting that Account accordingly.

- (e) the Customer agrees to hold the Bank harmless and to indemnify the Bank against all actions, proceedings, liabilities, claims, damages and expenses including legal costs between solicitor and client whatsoever arising out of or in connection with the Bank accepting and acting upon such claims at the Customer's request, and the Customer hereby authorises the Bank to admit, compromise or reject any such claims without reference to the Customer.
- (f) the Customer agrees to handle any claim or dispute with its client without joining the Bank as a party to the dispute.
- (g) the termination of the UOB BIB Service – Bulk Services shall not in any way affect any outstanding Customer's Instructions under the arrangement.

#### **Electronic Mail Service**

- 8.1 The Bank makes no representation or warranty as to the security of any information or Customer Instructions transmitted to the Bank through electronic mail service on the UOBGroup.com web pages which are not in a form prescribed or approved by the Bank as being secure ("Non-secured E-mail").
- 8.2 The Bank shall not be obliged to act on any Customer Instructions (whether digitally signed or not) or to answer any queries received through Non-Secured Email.
- 8.3 The Bank shall not be responsible for any loss of security or information regarding the Customer's Accounts or any loss or damage suffered or incurred by the Customer arising from or in connection with the Customer not following the Bank's instructions, procedures and direction for using the electronic mail service or not using electronic mail forms which are prescribed or approved by the Bank ("Secured E-mail").
- 8.4 The Bank makes no representation or warranty as to the correctness or accuracy of any advice or information (whether financial or otherwise) that may be transmitted by the Bank to the Customer through the UOBGroup.com web pages or the electronic mail service. The Customer agrees to take independent steps to verify the correctness or accuracy of any such advice or information before acting on the same. The Bank shall not be liable for any loss or damage whatsoever and howsoever caused and in any way arising from or in connection with the Customer's reliance on such advice or information.
- 8.5 All queries on the Customer's Accounts may be sent to the Bank by Secured E-mail in the manner specified by the Bank.
- 8.6 All communications through Secured E-mail that meet the operating standards and requirements of the Bank shall be deemed to be valid, accurate and authentic and as good as, and given the same effect as, written and/or signed documentary communications.

#### **Evidence**

- 9.1 The Customer agrees not to dispute the validity, accuracy or authenticity of any evidence of Customer Instructions and communications transmitted electronically between the parties, including such evidence in the form of the Bank's computer records of transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of information storage.
- 9.2 The Customer also agrees to refer to and to treat all such records or logs, tapes, cartridges, computer printouts, copies or other form of information storage as conclusive evidence of all Customer Instructions and other communications received or sent by the Bank.
- 9.3 All such Customer Instructions and communications that meet the operating standards and requirements of the Bank shall be deemed to be as good as, and given the same effect as, written and/or signed documentary communications.

#### **Availability of the UOB BIB Service – Bulk Services**

- 10. The Bank reserves the right to vary, add or withdraw any feature of the UOB BIB Service – Bulk Services at any time without prior notice or liability to the Customer. The hours of operation of the UOB BIB Service – Bulk Services are subject to change without prior notice. The Bank shall use reasonable endeavours to ensure that UOB BIB Service – Bulk Services will be available during the times set out in any user guide or elsewhere PROVIDED that nothing herein shall be considered or be deemed as a warranty by the Bank that UOB BIB Service – Bulk Services will be available (whether uninterrupted or available at all) during such specified times. The Bank shall at any time, in its discretion and without prior notice, be entitled to temporarily suspend the operations of the UOB BIB Service – Bulk Services for updating, maintenance and upgrading purposes or any other purpose whatsoever that the Bank deems fit without incurring liability to anyone for any loss, cost, expense, delay, inconvenience or otherwise that may be incurred, suffered or sustained thereby.

#### **D. FEES, CHARGES AND RIGHT OF DEBIT**

- 11.1 The Customer shall pay the Bank such subscription fee and other cost, charge, expense and interest for the use of CMS as the Bank may determine from time to time.
- 11.2 All other agreements between the Customer and the Bank for the payment of fees, costs, charges, expenses and interest shall continue to be in force and shall be in addition to and not be affected by the agreement herein to pay fees, costs, charges, expenses and interest in relation to the CMS.
- 11.3 The Customer agrees to be responsible for all charges incurred in accessing the Accounts through or otherwise using CMS (including but not limited to any telephone charges and Internet service provider's charges).
- 11.4 All fees, costs, charges, expenses, interest and other amounts payable to the Bank under this Agreement shall be in Singapore currency unless otherwise specified.
- 11.5 The Customer shall pay any goods and services tax or any other taxes, levies or charges whatsoever (collectively "the Taxes") now or hereafter imposed by law or required to be paid in respect of any transaction on CMS and the Customer shall indemnify the Bank for any payment of such Taxes made by the Bank on the Customer's behalf.
- 11.6 All fees, costs, charges, expenses, interest and other amounts which are payable to the Bank or recoverable from the Customer under this Agreement will be charged to and/or deducted from the Designated Account at such times as the Bank may determine. If there are insufficient funds in the Designated Account, the Bank may (but is not obliged to) debit the Customer's other Accounts without prejudice to the Bank's right to refuse to carry out all unperformed Customer Instructions and terminate this Agreement.

#### **E. BANK'S RIGHT OF SET OFF**

- 12. The Bank shall be entitled to set-off any payment due from the Bank to the Customer against any amount due from the Customer to the Bank. The Customer authorises any UOB Group Bank to debit the Customer's Accounts to pay the amount due and owing by the Customer to the Bank.

**F. SOFTWARE & HARDWARE UPGRADE**

- 13.1 If new or different versions of the CMS Software or the web browser or other software necessary for the operation of CMS are available, the Bank reserves the right not to support any prior version of the CMS Software or the web browser or other software. If the Customer fails to upgrade the relevant software or to use the enhanced version of software as required by the Bank, the Bank may reject Customer Instructions sent by the Customer and terminate this Agreement forthwith.
- 13.2 The Bank reserves the right to change the type or versions or specifications of any hardware or equipment that the Customer may be required to use for CMS, and in the event such requirements are not met by the Customer, the Bank may reject Customer Instructions sent by the Customer and terminate this Agreement forthwith.

**G. TERMINATION**

- 14.1 The Bank may in its absolute discretion terminate this Agreement or de-activate or revoke the CMS at any time without prior notice or liability to the Customer. Without prejudice to the foregoing, the Bank shall be entitled (but is not obliged) to terminate this Agreement upon the termination or closure of any of the Accounts. The Customer may only terminate this Agreement upon the giving of two months' notice in writing to the Bank.
- 14.2 The Customer's obligation to pay all fees, costs, charges, expenses and amounts accrued up to the date of termination shall survive the termination of this Agreement or the de-activation or revocation of the CMS.
- 14.3 The Customer undertakes to return to the Bank all CMS Software or other software or equipment supplied by the Bank and destroy any copies thereof in the Customer's possession, and erase all copies of the CMS Software or other software supplied by the Bank in the Customer's computer system, immediately upon termination of this Agreement.

**H. OWNERSHIP OF CMS SOFTWARE AND DIGITAL CERTIFICATE**

- 15.1 Any CMS Software and other software and all documentation (including the CMS User Guide) provided to the Customer by or through the Bank belong to the Bank. The Bank grants to the Customer a non-exclusive non-transferable licence to use the CMS Software (including the Digital Certificate) only for the purposes described in the CMS User Guide. The Customer shall not disassemble or reverse engineer any CMS Software and shall not cause any portion thereof or the Digital Certificate or part thereof to be copied (save for back-up copies allowed under law), removed, modified, transferred, adapted or translated in any form, in whole or in part, and shall not allow any third parties to have access to the CMS Software and/or the Digital Certificate or any documentation relating to CMS or any part thereof without the prior written consent of the Bank. The Customer undertakes to return to the Bank the CMS Software, the Digital Certificate and all other software and documentation provided to the Customer immediately upon request by the Bank.
- 15.2 The CMS Software and the Digital Certificate shall remain the exclusive property of the Bank.

**I. CURRENCY EXCHANGE INDEMNITY**

- 16.1 The Customer agrees that any conversion from one currency into another in connection with the UOB BIB Service – Bulk Services may be effected in such manner as the Bank may in its sole discretion determine and at the Bank's then prevailing rate of exchange. The Customer agrees that any loss, cost, charge and risk resulting from the conversion of one currency into another in connection with the UOB BIB Service – Bulk Services shall be borne by the Customer and any such loss, cost or charge may be debited by the Bank from any of the Customer's Accounts (whether such Account is designated for the UOB BIB Service – Bulk Services or not).
- 16.2 Where the Account (whether designated for the UOB BIB Service – Bulk Services or not) assigned by the Customer to be debited for transactions involving foreign exchange has insufficient funds, the Bank reserves the right to liquidate the foreign exchange position and treat the transactions as cancelled and the Customer shall be liable for any loss (including exchange loss), damage, charge (including replacement cost) and fee incurred in connection therewith.

**J. AMENDMENTS**

17. Any UOB Group Bank may amend, vary or supplement any terms or conditions of this Agreement by giving notice thereof to the Customer by any means that UOB Group Bank deems fit, and any such amendment, variation or supplement shall take effect as between the Customer and that UOB Group Bank as from the date specified in such notice or in the absence thereof as from the date of such notice.

**K. ENGLISH VERSION TO PREVAIL**

18. If there are differences in meaning between the English version and any translation of any terms and conditions hereof, the English version shall prevail.

**L. INVALIDITY OF ANY PROVISION**

19. If any of the provisions of this Agreement or any part thereof shall be adjudged invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected.

**M. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

20. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act, Cap. 53B, to enforce any terms of this Agreement.

**N. APPLICABLE LAW AND PROCEEDINGS**

- 21.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.
- 21.2 The Customer submits to the non-exclusive jurisdiction of the courts of the Republic of Singapore with respect to any claim or dispute concerning this Agreement or arising from any Instruction or the utilisation of the UOB BIB Service – Bulk Services.
- 21.3 The Customer shall not commence or continue any legal proceedings against any UOB Group Bank in any jurisdiction other than in Singapore with respect to any matter, claim or dispute so long as that UOB Group Bank is prepared to submit to the jurisdiction of any Singapore Court with respect to that matter, claim or dispute and the Customer shall before commencing proceedings against that UOB Group Bank in any jurisdiction with respect to any matter, claim or dispute other than Singapore seek that UOB Group Bank's agreement to submit to that foreign jurisdiction with respect thereto.
- 21.4 Service of any process or document by which any proceedings in any court in Singapore are commenced may be effected in any manner permitted for communications hereunder.