

TERMS AND CONDITIONS RELATING TO ELECTRONIC ADVICES AND STATEMENTS

1. These Terms and Conditions shall apply to any application form submitted by the Customer to the Bank and any other document, agreement or communication between the Customer and the Bank, in each case, which incorporates these Terms and Conditions by reference (each a "Document").
2. In these Terms and Conditions, "Customer" means each person or entity other than MUFG Bank, Ltd. Singapore Branch (the "Bank") party to a Document, or to whom a Document issued by the Bank is addressed.
3. The Customer irrevocably requests and authorises the Bank to send statements, advices, notices, reports, confirmations and other documents ("Communications") referred to in the relevant Document (which, in the case of the Terms and Conditions Relating to Electronic Advices and Statements, shall be Communications relating to the corresponding Product Group(s) specified therein) via email ("Electronic Communications") to the corresponding email address(es) specified by the Customer in the relevant Document or separately designated by the Customer to be the email address(es) to which Electronic Communications should be sent.
4. Where the Customer designates more than one email address, the Bank may send Electronic Communications to all or any of such email addresses, unless the Customer has, in accordance with the Bank's procedures, specifically designated certain email addresses only to receive specific Electronic Communications. The Customer acknowledges that the Bank may not be able to determine or verify whether delivery to each individual email address was successful. The Customer acknowledges that email is not a secure or reliable means of communication and may be subject to risks, including delay, non-delivery, misdelivery, delayed delivery, interception, interruption, unauthorised access, spoofing, corruption, truncation, loss, destruction, internet outages, telecommunication failures, cyber-attacks, malware, viruses, worms, errors, loss of confidentiality and/or loss of data (the "Risks"). The Bank gives no representation or warranty that Electronic Communications will be free from any of the Risks. The Customer accepts all Risks and confirms that it is solely responsible for the accuracy, completeness and security of the designated email address(es), and for ensuring that Electronic Communications is accessed only by authorised persons.
5. The Customer is solely responsible for maintaining suitable hardware, software, internet access, email capability, file reader capability, decryption capability, spam and malware controls and storage arrangements necessary to receive, access, decrypt, open, review, print, save and retain Electronic Communications. The Bank does not warrant that any file format, password-protection method or attachment type will be compatible with the Customer's systems or that the Customer's systems will successfully receive or open Electronic Communications.
6. The Customer is solely responsible for the maintenance of the designated email address(es), and the Bank shall be entitled to rely on any Document and the information therein and shall not be liable or responsible for Electronic Communications being misdelivered, delayed, rejected or undelivered arising from any errors in the email address(es) provided by the Customer for the receipt of Electronic Communications (including in any relevant Document) or failure to maintain any of such email address(es). The Bank is not obliged in any case to verify whether any Electronic Communication was successfully delivered or received by the Customer. In the event that the Bank receives any delivery failure or non-delivery notifications from its email systems in respect of any Electronic Communication, the Bank may, but is not obliged to, monitor, review or act upon such notifications and shall not be responsible for rectifying delivery failures on behalf of the Customer.
7. The Bank's records shall be conclusive evidence of any Communication and, in the event of any discrepancy between the Bank's records and any Electronic Communication delivered to, received by or maintained by the Customer, the Bank's records shall, in the absence of manifest error, prevail.
8. None of the Bank and its officers and employees shall be responsible or liable for any, and the Customer agrees to indemnify and hold harmless the Bank and its officers and employees from and against all and any losses, damages, claims, liabilities, actions, proceedings, costs or expenses (including legal fees on a full indemnity basis) arising out of or in connection with any Document (the "Liabilities"), the Bank's provision of Electronic Communications, the designation of any email address by the Customer or any Risks, save for any Liabilities directly caused by the Bank's fraud or wilful misconduct.
9. Upon each relevant Document coming into effect, the Bank may cease sending corresponding hardcopy Communications in respect of the relevant Product Group(s), whether immediately or from such later date as the Bank may determine. Notwithstanding the foregoing, the Bank may at any time issue any Communication in paper form instead of or in addition to electronic form where the Bank considers it necessary, appropriate or desirable, whether for legal, regulatory, operational, evidential, service, product or risk-management reasons or otherwise. The Customer acknowledges and agrees that the Bank may, in its sole discretion and without prior notice, suspend, deactivate, remove or cease using any designated email address for the delivery of Electronic Communications where the Bank receives repeated delivery failure notifications, reasonably believes that the email address is invalid, inaccessible, compromised or no longer secure, or considers such action necessary or appropriate for security, operational, legal, regulatory or risk management purposes. The Bank shall not be obliged to seek, obtain or maintain an alternative email address on behalf of the Customer and shall not be liable for any Liabilities arising from the suspension, deactivation, removal or cessation of use of such email address.
10. The Bank may impose, vary or withdraw fees and charges in connection with the delivery of Electronic Communications, and may debit such fees and charges from any account of the Customer maintained with the Bank, subject to applicable law and the Bank's prevailing Standard Fees & Commissions Profile or other prevailing fee schedule (each as may be amended from time to time).
11. Each Document overrides all previous applications, mandates, instructions from the Customer relating to the delivery of Communications by the Bank to the Customer.
12. These Terms and Conditions shall be in addition to, and without prejudice to, any other terms and conditions applicable to the Customer's products or services with the Bank and any other agreements made between the Customer and the Bank from time to time.
13. The Bank may, at any time, without prior notice, add to, amend, vary, suspend, restrict, withdraw, discontinue or terminate the provision of Electronic Communications or any term or feature of it, including the eligible document or product types, delivery frequency, encryption method or attachment format. The Bank may also in its sole discretion refuse to act on the request for or authorisation of, or suspend, the delivery of Electronic Communications for any reason, including where the Bank suspects fraud, cyber risk, legal or regulatory risk, data compromise, operational risk or any circumstance in which the Bank considers such action appropriate. Any amendment to these Terms and Conditions

shall take effect immediately.

14. These Terms and Conditions and each Document shall be governed by and construed in accordance with the laws of Singapore, and the Customer submits to the exclusive jurisdictions of the courts of Singapore, without prejudice to the Bank's right to bring proceedings in any other court of competent jurisdiction.