

ANEXT BANK PTE. LTD.

ACCOUNT TERMS
(December 2024 Version)

IMPORTANT: PLEASE READ THESE ACCOUNT TERMS CAREFULLY. THESE ACCOUNT TERMS SHALL TAKE EFFECT AND BIND YOU AND THE BANK FROM THE DATE THAT THE BANK ACCEPTS YOUR APPLICATION. BY YOUR OPENING AND/OR MAINTAINING THE ACCOUNTS AND YOUR UTILISING THE SERVICES, YOU AGREE TO ABIDE AND BE BOUND BY THESE ACCOUNT TERMS.

These Account Terms must be read together with the Standard Terms. These Account Terms, the Standard Terms and the other relevant Customer Documentation (as defined in the Standard Terms), govern the relationship between you and Anext Bank Pte. Ltd. (the “**Bank**”) in relation to any Account opened and maintained by you with the Bank as well as the applicable Account-related Services that the Bank may extend to you from time to time. A reference to “**you**”, “**your**” or the “**Customer**” in these Account Terms means the account holder.

By clicking to accept these Account Terms and opening, using and/or maintaining one or more Accounts with the Bank (and/or by continuing to use any Services provided by the Bank), each Authorised Person confirms that he/she is duly authorised to agree to the Standard Terms, these Account Terms and all other Customer Documentation for and on behalf of the Customer and to bind the Customer to the same.

I. GENERAL TERMS AND CONDITIONS

PART A: OPERATION OF ACCOUNTS AND PROVISION OF SERVICES

1 Account Terms and Opening of Accounts

- 1.1 These Account Terms constitutes one of the Product Terms as referred to in the Standard Terms.
- 1.2 The Bank may open an Account for you and provide you with the Account-related Services after (i) you have completed and submitted to the Bank an Application to open an account and provided the Bank with the required information and documentation, and (ii) the Bank has approved your Application. The Bank shall be deemed to have approved your Application upon the opening of the Account or the provision of the Services you applied for in such Application.
- 1.3 The Bank will allocate an Account number for each Account opened and may change this by notifying you.

2 Deposits into your Accounts

- 2.1 Any deposits made into your Account shall be made (a) in accordance with the process on the Electronic Platforms or in any other manner as permitted by the Bank; and (b) in the currency in which your Account is denominated.
- 2.2 If any funds deposited, transferred or remitted to your Account is in a currency other than the currency in which your Account is denominated, such funds will be converted to the currency in which your Account is denominated without notice to you and at such exchange rates as the Bank may determine in its sole discretion from time to time.
- 2.3 If an Account is credited (i) in error or (ii) in anticipation of receiving funds and those funds are not received or the underlying funds transfer is reversed, the Bank may reverse all or part of such credit including any interest accrued on it and (if applicable) make the appropriate entry to such Account. The Bank may withdraw or demand immediate repayment of any losses incurred by the Bank in connection with the above unless such losses are directly caused by the Bank’s gross negligence or wilful misconduct.
- 2.4 All deposits (including without limitation Fixed Deposits) held with the Bank are not eligible for deposit insurance coverage under the Deposit Insurance and Policy Owners’ Protection Schemes Act 2011.

3 Withdrawals and payments from your Accounts

- 3.1 You shall maintain sufficient funds in your Account at all times to meet all payments and withdrawals. You may make withdrawals and payments in accordance with the process on the Electronic Platforms.
- 3.2 Any withdrawals and payments shall be made in accordance with these Account Terms or on such terms and conditions as the Bank may determine from time to time.
- 3.3 If you give Instructions for multiple withdrawals or payments which would, in aggregate, cause the Account to be overdrawn or any limit to be exceeded, the Bank shall determine in its sole discretion the order in which to make those withdrawals or payments and whether to make any of them in whole or in part.
- 3.4 The Bank may process Instructions for withdrawals and payments in such order of priority as it determines in its sole discretion.
- 3.5 All cross-border transactions and payments made from an Account will be subject to conversions at such exchange rates as the Bank may determine in its sole discretion from time to time.

4 Interest

- 4.1 The Bank will pay interest on an interest-bearing Account at its prevailing interest rate calculated on the daily balances in such Account and at such intervals as may be set out in the Interest Rate Schedule or as the Bank may otherwise determine.
- 4.2 Interest shall only accrue on funds which have been successfully remitted for value into an Account.
- 4.3 Notwithstanding anything to the contrary, the Bank reserves the right to do any of the following at any time as it deems fit:
 - (a) reduce, stop or suspend the payment of interest on any amounts in your Account (including if the daily balance falls below a certain amount);
 - (b) impose zero or negative interest rates; and/or
 - (c) debit any fee owing from your Account and such fee shall remain payable if there are insufficient funds in your Account.

5 Charges, fees and payments

- 5.1 The Bank may charge and you shall pay to the Bank such fees (including interest) or other Charges applicable to the opening, closing and operation of the Account and other Services provided by the Bank at such times as may be set out in these Account Terms, the Fee Schedule, any other document or as otherwise notified by the Bank to you.
- 5.2 The Bank may debit your Account for any of the fees or Charges without prior notice to you even if this results in your Account being overdrawn.
- 5.3 Unless expressly stated otherwise, all fees paid under these Account Terms are not refundable in any circumstances.
- 5.4 Part D (Payments and Charges) of the Standard Terms are deemed to be incorporated into these Account Terms (with the necessary changes).

6 Statements of Accounts and Transaction Notifications

- 6.1 The Bank shall make the Statements available to you at such periodic intervals as the Bank may determine.
- 6.2 You agree to verify the accuracy of the information contained in each Statement you receive. You agree to notify the Bank within seven (7) days from the date of a Statement if there are any discrepancies, omissions or errors in the Statement, otherwise (a) the details and information contained in the Statement shall be deemed to be conclusive evidence of them; and (b) you shall be deemed to have waived any rights to raise objections or pursue any rights or remedies against the Bank in respect of the Statement and its contents.
- 6.3 The Bank reserves the right to add and/or alter the particulars or information set out in any Statement or transaction notification without prior notice to you. Subject to Clause 6.2 above, any amendments to a Statement and transaction notification notified to you shall be binding on you thereafter.
- 6.4 Unless expressly stated otherwise, the Bank shall not be liable for any errors contained in any Statement or transaction notification and shall not be responsible for any claims in respect of the Accounts or the contents of any Statement or transaction notification.

7 Instructions from you

- 7.1 Any (a) Instructions from you and (b) any request from you to recall, countermand or stop any payment, transaction or previously-issued Instruction, shall be subject to the Bank's acceptance and any conditions, fees or charges that the Bank may impose. You shall also be responsible for any foreign exchange losses or handling fees arising out of any such Instructions or request.
- 7.2 If Bank agrees to your Instruction or request to recall, countermand or stop any payment, transaction or previously-issued Instruction, the Bank shall carry out the Instruction or request on a "reasonable efforts" basis only. The Bank does not represent or warrant that any the Instruction or request will be successfully carried out or will be carried out within a certain period of time.
- 7.3 The Bank is not obliged to carry out any Instructions in respect of an Account (even where there are sufficient funds in the Account) if:
 - (a) a withdrawal or payment Instruction would cause the Account to be overdrawn without the Bank's approval or exceed any agreed or advised overdraft facility;
 - (b) a third party has acquired rights to the Account or any proceeds standing to the credit of the Account (whether or not such rights have been enforced) including where the Account or any proceeds standing to the credit of the Account is subject to a freezing order;
 - (c) the funds in the Account have been earmarked for any reason;
 - (d) to comply with any Applicable Laws or as required or requested by any Authority; and/or
 - (e) the Bank (acting reasonably) decides not to proceed with such Instructions.

8 Authorisations

- 8.1 The Bank shall not recognise any person other than you (as the account holder) as having any rights or interests in the Accounts and the amounts standing to the credit of the Accounts.

- 8.2 You agree that the Bank may rely on the authority of each Operator or each other Instructing Party to access and operate the Accounts and to issue any Instructions on your behalf (whether through the Electronic Platforms or otherwise).
- 8.3 For the avoidance of doubt, the Clauses entitled "Clause 3 (*Your Instructions to the Bank*)" and Part C (*Access Security*) of the Standard Terms shall each apply in respect of the Accounts and Services.

PART B: WHAT YOU NEED TO DO

9 Your duties

- 9.1 You undertake to:
- (a) immediately notify the Bank of all changes in your contact information (including your mobile phone number and your email address) to ensure that you receive Statements and transaction notifications in a timely manner;
 - (b) enable transaction notification alerts on the devices you use to receive transaction notifications from the Bank;
 - (c) regularly monitor your Account and its balances for any suspicious or unauthorised transactions;
 - (d) immediately report any unauthorised transactions once you receive the transaction notification or as soon as you become otherwise aware by contacting the Bank at the contact number published by the Bank on the Electronic Platforms or using the online feedback form or any other communication channel available on the Electronic Platforms;
 - (e) co-operate with the Bank regarding any investigations on unauthorised transactions;
 - (f) not use your Account for any unlawful activity; and
 - (g) comply with all Applicable Laws and take all relevant steps and provide all relevant assistance, information, documentation and records as the Bank may require to comply with all Applicable Laws.

10 Unauthorised transactions – Sole Proprietorships

- 10.1 This Clause 10 shall apply only to Sole Proprietorships.
- 10.2 You shall promptly report any unauthorised transaction to the Bank once you become aware and you shall cooperate with the Bank regarding any investigations of the unauthorised transaction.
- 10.3 You shall provide the Bank with all information on the unauthorised transaction as the Bank may request, including:
- (a) the Account affected;
 - (b) your identification information;
 - (c) the type of electronic device and Access Credentials used to perform the unauthorised transaction;
 - (d) the name or identity of any Operator involved;
 - (e) whether an Account, electronic device or Access Credentials was lost, stolen or misused (as applicable) and if so: (i) the date and time of such loss, theft or misuse, and (ii) the date and time that such loss, theft or misuse was reported to the Bank or police (if applicable);
 - (f) how you and/or your Operators recorded the Access Credentials, and whether you and/or your Operators had disclosed the Access Credentials to anyone; and
 - (g) any other information about the unauthorised transaction that is known to you and/or your Operators.
- 10.4 If the Bank so requests, you shall make a police report to support your unauthorised transaction claim and to facilitate the Bank's claims investigation process. You shall provide the Bank with a copy of the police report before the Bank begins the claims resolution process.
- 10.5 The Bank will endeavour to complete its assessment of any unauthorised transaction claim within a reasonable period of time. However, you acknowledge that the Bank may take a longer time to investigate complex cases (such as where a party to the unauthorised transaction is a foreign person or where the Bank has not received sufficient information from you to carry out the investigation).
- 10.6 Upon your request, the Bank will (to the extent permissible under Applicable Laws) use reasonable endeavours to provide you with the information available to it regarding any unauthorised transactions on your Account.

Liability for Losses arising from Unauthorised Transactions

- 10.7 You shall be liable for all losses arising from an unauthorised transaction except to the extent such losses are directly caused by gross negligence or wilful misconduct of the Bank.
- 10.8 The losses that you shall be liable for under this Clause 10 is capped at the applicable transaction limit or daily payment/transfer limit as agreed between you and the Bank.
- 10.9 You shall be liable for all losses arising from any authorised transactions up to the applicable transaction limit or daily payment/transfer limit on your Accounts, even where your Operator has acted fraudulently to defraud you or the Bank.
- 10.10 For the purpose of this Clause 10, an "authorised transaction" is a transaction which you knew of and consented to, or which your Operator knew of and consented to (even where you have not consented to such a transaction).

PART C: CLOSURE OR SUSPENSION OF ACCOUNTS

11 Closure or Suspension of Account or Suspension

- 11.1 You may close your Account at any time by giving us notice.
- 11.2 You or an Operator can suspend operations of any Account and/or Services at any time by following the process to do so on the Electronic Platforms.
- 11.3 You and your Operator shall comply with all conditions or procedures the Bank may impose and provide all relevant information and assistance to the Bank to affect the closure or suspension of your Account.
- 11.4 The Bank reserves the rights in its absolute discretion to at any time (a) close or suspend operations of any or all of your Accounts (b) terminate the Account-related Services; and/or (c) impose any condition in relation to the further operation of the Account or Services, for any reason with immediate effect and with notice to you (whether or not such notice is received by you).
- 11.5 Upon the Bank giving notice to you or receiving notice from you to close an Account:
 - (a) you shall immediately upon demand, pay the Bank all amounts due and payable to the Bank, including overdrawn amounts (if any), interest, costs, expenses, commission and any other Charges owed in respect of such Account (including charges and liabilities you may have incurred but which have not been debited to the Account);
 - (b) you shall comply with all such account closing procedures or instructions as the Bank may prescribe in its sole discretion; and
 - (c) the Bank shall have the right to terminate all standing Instructions for that Account.
- 11.6 No interest shall be paid or is payable by the Bank on any unclaimed balances in such Account.
- 11.7 If an overdrawn Account is closed by the Bank, the overdrawn amount together with interest, costs, expenses, commission and other charges shall continue to apply to you and remain payable.
- 11.8 The Bank shall not be liable for any Loss or inconvenience suffered by you in connection with any termination, suspension or conditions imposed on the operation of any or all of your Accounts and/or the Services (whether effected by you or the Bank).

PART D: RIGHTS OF THE BANK

12 Rights of Appropriation, Debit, Set-Off and/or Consolidation of Accounts

- 12.1 Without limiting the rights of Bank under any Customer Documentation, the Bank shall be entitled at any time to (at its sole discretion) and without giving you prior notice:
 - (a) appropriate, set-off against or debit all or part of the balances in any of your Accounts, to pay and discharge all or part of any amounts owing to the Bank or towards satisfaction of all or part of any liabilities (whether actual or contingent, several or joint) to the Bank; and where required, earmark any sum standing to the credit of the Account or expected to be credited into your Account;
 - (b) combine or consolidate all or any of your Accounts and all or part of your liabilities with or to the Bank (whether under any Facility or otherwise);
 - (c) debit any amounts from your Account if the Bank reasonably determines or has been made aware that such amounts were credited into your Account by mistake, error or omission;
 - (d) refuse any withdrawal Instructions if the funds in the Account have been earmarked for purposes under this Clause 12.1 until all your liabilities to the Bank are repaid in full;
 - (e) debit from your Account any sum or prevent any credit of any sum to your Account, and deal with the sum as the Bank (acting reasonably) deems fit: (i) if the Bank is notified or suspects that your Account has been used for unlawful purposes; or (ii) to comply with Applicable Laws;
 - (f) withhold, deduct or set-off from income or payments into the Accounts, any amount it deems necessary to satisfy any required Tax or other government assessment; and/or
 - (g) make the necessary conversion at the Bank's prevailing currency exchange rate if any of the above involves the conversion of one currency to another.
- 12.2 The Bank can carry out any of the actions in the clause above even if: (i) the credit balances on any such Accounts and your liabilities to the Bank may not be expressed in the same currency; and/or (ii) any action results in one or more Accounts being overdrawn. Interest shall be payable on the amount overdrawn at such applicable interest rate or such charges as the Bank may notify to you.

13 Indemnities and Limitation of Liability

- 13.1 Part H (*Indemnities and Limitation of Liability*) of the Standard Terms are deemed to be incorporated into this Agreement (with the necessary changes).

14 Miscellaneous

- 14.1 The Bank may at any time in its sole discretion amend these Account Terms and any of the other Customer Documentation by providing you with reasonable notice of any such amendments, including through the Bank's Electronic Platforms or such other means of communication as the Bank may notify to you. If you continue to maintain your Accounts and/or use any of the Services after the amendments take effect, you shall be deemed to have accepted all such amendments.
- 14.2 These Account Terms shall be governed by and construed in accordance with Singapore law. The courts of Singapore have exclusive jurisdiction to settle any dispute arising out of or in connection with these Account Terms (including any dispute regarding the existence, validity or termination of these Account Terms).

II. ADDITIONAL TERMS AND CONDITIONS GOVERNING A FIXED DEPOSIT ACCOUNT

15 Fixed Deposit Account Terms

- 15.1 The provisions in this section shall only apply to a Fixed Deposit Account. The provisions in Section I (General Terms and Conditions), the provisions in this Section II and each FD Advice, are together the "FD Account Terms".

16 Placements

- 16.1 You may make a placement of FD by following the process to do so on the Electronic Platforms. You shall specify the placement period and maturity instructions for each placement. Each placement shall mature at the end of the maturity period (subject to any renewal).
- 16.2 Your FD Account may have more than one placement. The Bank shall determine the terms applicable in respect of each placement or renewal, including:
- (a) the minimum amount for the first and subsequent placements;
 - (b) the maximum aggregate placements per Customer;
 - (c) the interest rate, fees or charges payable (including any premature withdrawal or break funding fees);
 - (d) the interest periods;
 - (e) the minimum maturity period; and
 - (f) the cut-off times for making a placement.
- 16.3 The Bank reserves the right to revise any of the terms including those set out above at its sole discretion by notice to you. If you continue to maintain the FD Account after such notice, you shall be deemed to have agreed to all such changes.
- 16.4 If you have more than one FD placement in your FD Account, you acknowledge that the applicable interest rate for each subsequent FD placement may be different from or lower than the interest rate applicable to your first FD placement.
- 16.5 A placement will be renewed in accordance with your maturity instructions. The Bank reserves the right to change the applicable interest rate, maturity period or other terms applicable to the renewal so that it is different from or less favourable than the original placement by notice to you. If you continue with the renewal after such notice, you shall be deemed to have agreed to all such changes.

17 Withdrawals

- 17.1 The proceeds of any placement that is subject to a withdrawal according to your maturity instructions shall be automatically transferred on the maturity date to your Account designated by the Bank. No further action is needed from you.
- 17.2 Premature Withdrawals initiated by you can only be made in whole by following the process to do so on the Electronic Platforms. Premature Withdrawals shall be subject to such terms regarding payment of interest, premature withdrawal or break funding fees or otherwise as the Bank may impose at its absolute discretion.
- 17.3 The Bank shall reserve the right to (a) not pay any interest on a Premature Withdrawal or (b) recover any part of the interest which has been paid upfront to you (including by deducting such amount from any of your other Accounts).
- 17.4 In the event of a Premature Withdrawal, the Bank shall be entitled to close the FD Account or convert it to another type of Account.

18 Advices

- 18.1 The Bank shall issue to you an FD Advice for each placement, withdrawal, maturity and renewal via email or such other means of communication as may be prescribed by the Bank.
- 18.2 Unless expressly provided otherwise, the Bank shall not be liable for any errors contained in any FD Advice and shall not be responsible for any claims in respect of the contents of any FD Advice. Notwithstanding this, the Bank has the right (but not the obligation) to add, alter, rectify and/or correct the particulars set out in any FD Advice without prior notice to you if there are any incorrect or missing entries or amounts. Any FD Advice so rectified and notified to you shall be binding on you after it has been issued to you.
- 18.3 The FD Advice for a placement is only an evidence of deposit is and not a document of title. You may not pledge it as security or transfer it at any time. The FD Advice shall be at all times subject to these FD Account Terms.

19 Suspended Accounts

- 19.1 If your FD Account has been suspended by the Bank following a court order, the Bank reserves the right to (a) pay or not pay any interest on the placements in the Account; (b) block any new placements on the FD Account; (c) convert it to any other type of Account and/or (d) take any other action to comply with such court order.

III. DEFINITIONS

20 Definitions and Interpretation

- 20.1 Unless otherwise defined herein, capitalised terms shall have the meaning given to them in the Standard Terms.
- 20.2 For the purposes of these Account Terms, the following definitions apply, unless the context otherwise requires:
- (a) **"Account"** means each account opened by you with the Bank (including any sub-accounts thereunder) including an ANEXT Business Account or FD Account.
 - (b) **"FD"** or **"Fixed Deposit"** means any fixed deposit placed by you with the Bank, whether in Singapore Dollars, United States Dollars or such other currency as the Bank may allow and the placements thereunder.
 - (c) **"FD Account"** means each Fixed Deposit account that you open with the Bank.
 - (d) **"FD Advice"** means the document confirming and setting out the particulars of the transaction(s) relating to a Fixed Deposit executed by the Bank upon your Instruction.
 - (e) **"Interest Rate Schedule"** means the document setting out the interest rate applicable to the Accounts made available on the Bank's Website from time to time, as currently set out at <https://www.anext.com.sg/static/terms/interestrateschedule>.
 - (f) **"Premature Withdrawal"** means the withdrawal of a Fixed Deposit placement prior to its Maturity Date.
 - (g) **"Statement"** means, in respect of an Account, a periodic statement of accounts provided by the Bank to you setting out the details of all relevant transactions relating to that Account for a certain period.
- 20.3 The provisions of the Clause entitled "Interpretation" of the Standard Terms apply to these Account Terms as if set out in full herein with all necessary changes.