

# Singlife Investment Account Terms and Conditions



## Glossary of Terms

<b>Account</b>	Your investment account with the Company
<b>Accredited Investors</b>	A customer who has successfully declared themselves as accredited investor, as defined in the SFA as the same may be amended, re-enacted or reconstituted from time to time
<b>Application Form</b>	The relevant administrative or application form prescribed by the Company from time to time, which may be in paper form or in the form of an electronic record
<b>Application Monies</b>	What you pay in respect of a purchase or subscription of an investment
<b>Cash Account</b>	An account which holds your uninvested cash established under a Sub-Account pursuant to these Terms and Conditions
<b>Computer Virus</b>	This includes any computer code that would damage or corrupt the data or integrity of data, storage media, other computer programs or computer systems or network or disrupt, disable, harm, interfere or otherwise impede in any manner the operation of or communications between computer hardware, software, firmware, computers, computer systems or networks
<b>Contract Currency</b>	The currency selected by you in respect of a Sub-Account, where applicable. The Contract Currency may be in Singapore Dollars, United States Dollars or such other currency made available by the Company.
<b>CPF Agent Bank</b>	A bank appointed by the CPF Board to be an agent bank for the purposes of the CPFIS
<b>CPF and CPF Board</b>	The Central Provident Fund and Central Provident Fund Board
<b>CPF-OA and CPF-OA monies</b>	CPF Ordinary Account and monies therein
<b>CPF-SA and CPF-SA monies</b>	CPF Special Account and monies therein
<b>CPFIS</b>	The CPF Investment Scheme
<b>CPFIS-OA</b>	CPFIS - Ordinary Account
<b>CPFIS-SA</b>	CPFIS - Special Account
<b>Electronic Record</b>	A record generated, communicated, received or stored by electronic, magnetic, optical or other means in an information system or for transmission from one information system to another
<b>Electronic Services</b>	The electronic services described in Section D of these Terms and Conditions
<b>Financial Adviser</b>	Any person who carries on a business of providing financial advisory services and is a licensed or exempt financial adviser as defined in the Financial Advisers Act (Cap. 110 of Singapore)
<b>Fund</b>	A unit trust, investment fund, mutual fund or other collective investment scheme authorised or recognised by the relevant authority and distributed by or made available through the Company from time to time
<b>GST</b>	Goods and Services Tax
<b>Investment Application</b>	Any application to subscribe for, switch, dispose or redeem investments using the relevant Application Form
<b>Investment Currency</b>	The currency in which the relevant investment is denominated
<b>Schedule for Funds Investment</b>	The listing of fees chargeable, as amended or updated from time to time
<b>Restricted Scheme</b>	A Fund which may only be offered or marketed to Accredited Investors in Singapore or such other relevant persons as may be permitted under the SFA
<b>Secured Website</b>	That part of the Website which is accessible only by using an assigned user identification tag and password
<b>SFA</b>	Securities and Futures Act (Cap. 289), as amended from time to time
<b>SRS</b>	The Supplementary Retirement Scheme
<b>SRS Account</b>	Your SRS account with a SRS Operator
<b>SRS Operator</b>	A bank designated by the relevant authority to operate SRS Accounts
<b>Sub-Account</b>	An investment Sub-Account, as described in Section B1 of these Terms and Conditions
<b>Terms and Conditions</b>	These Terms and Conditions, as amended or replaced from time to time
<b>The Company</b>	Navigator Investment Services Limited
<b>Transaction</b>	Any transaction effected under your Account in respect of any investment, and includes purchase, subscription, switch, transferring, disposal and redemption of any investment
<b>Website</b>	The internet-based portal owned and/or operated by the Company (including the Secured Website)

#### A. Disclaimer:

Neither the Company nor any of their related corporations and their respective subsidiaries, officers, employees or agents guarantee the maintenance or return of the capital invested by you, or the performance of any investment or your Account. The Company does not guarantee that your investment objective or particular need will be achieved through any investment made via your Account, the success of your Account, any repayment of capital, any particular rate of capital or income return or make any representation concerning the investments made via your Account including, without limitation, any representation with respect to income tax and other taxation consequences of such investments.

The Company will not make any investments on your behalf via your Account without your instructions to do so. In making available to you your Account and any investment, the Company has not taken and will not take into consideration the investment objectives, financial situation or particular needs of any particular person. Before you make an investment decision on the basis of information contained in these Terms and Conditions, you need to consider, with or without the assistance of a Financial Adviser, whether the investments you intend to make via your Account are appropriate in the light of your particular investment needs, objectives, risk profile and financial circumstances. The Financial Adviser through which you may open your Account and who may assist you in making investment decisions are not agents of the Company. You acknowledge that you will place no reliance on the Company in making any investment decision. Investment via your Account requires consideration of all risks involved when investing, and in some cases of the particular risks associated with the specific investments you intend to invest in.

#### B. INVESTING THROUGH YOUR ACCOUNT

**Important:** The Account is only available to those persons who receive these Terms and Conditions from within Singapore. Read and retain these Terms and Conditions for future reference. All enquiries about your Account or these Terms and Conditions should be directed to the Company.

Application Forms are available from your Financial Adviser or from the Secured Website. The Company reserves the right to decline any application (including an application to open an Account or any Investment Application) at its absolute discretion.

The meanings of the defined terms used in these Terms and Conditions are set out in the Glossary to these Terms and Conditions.

##### B1. Your Account

- (a) You will have to open an investment account with the Company before you can perform any Transaction. Your Account will consist of your investments and your Cash Accounts under all investment plans established under your Account.
- (b) You may open one or more account or Sub-Account under your Account. You may make investments and/or establish Cash Accounts in or through a Sub-Account and such investments and Cash Accounts will be held under the Sub-Account specified by you at the time of your investment or application (as the case may be). All Transactions under any Sub-Account shall be subjected to these Terms and Conditions and such other terms and restrictions as the Company may specify in respect of that Sub-Account from time to time at its discretion.

If applicable, you will be required to select a Contract Currency for each Sub-Account opened by you and you may not subsequently change this selection. For the avoidance of doubt, the Contract Currency for any Sub-Account that accepts CPF or SRS monies for investment shall be Singapore Dollars only.

The Company may, from time to time, make available additional features and enhancements to any of the Plans, and the availability of such additional features and enhancements are subjected to these Terms and Conditions and such other terms and restrictions as the Company may specify in respect of that Sub-Account from time to time at its discretion.

##### B2. Types of Accounts

###### (a) Single Accounts

Single Accounts may be opened by any one adult. An adult is a person who has attained the age of 18 years.

###### (b) Joint Accounts

Joint Accounts may be opened:

- (i) by 2 adults (“**non-minor Joint Account**”); or
- (ii) by a minor and an adult who is the minor’s parent or legal guardian (“**minor Joint Account**”).

A minor is a person who is below 18 years of age.

For non-minor Joint Accounts, an authorisation for a Transaction is required from either one or both of the Account holders in accordance with the written instructions of the Account holders.

For minor Joint Accounts, instructions given by the adult Account holder is binding on the Account holder who is a minor until he reaches the age of 18, after which, the adult Account holder has to provide written instructions to the Company on the signing condition for the non-minor Joint Account. In the absence of any written instruction, the Account shall continue to be a minor Joint Account.

In case of the death of any one of the Joint Account holders and subject to any applicable law for the time being in force, upon the survivor producing such evidence of death, the existing unitholding of the Joint Account will be transferred to a new/existing Single Account of the survivor owner (as applicable) as the initial unitholding of the Account. The account structure setup of the Account will follow the same structure setup of the original Joint Account but with no transaction history and historical documentation from the original Joint Account. Upon full transfer of the unit holdings, the Joint Account(s) with the Company will be terminated and any standing instruction in the Joint Account(s) (if applicable) will cease. However, in the case of a minor Joint Account where the survivor is a minor, the Company shall act only on the requests, applications or instructions of the surviving minor after he attains the age of 18. The Company shall not be obliged to act on the requests, applications or instructions of the heirs, executors or administrators of the deceased adult joint holder, and shall not be liable for any claims or demands whatsoever by such heirs, executors or administrators of the deceased adult joint holder, the minor joint holder or the minor joint holder's legal guardian for omitting to act on any request, application or instruction given by the minor before he attains such age or by the heirs, executors or administrators of the deceased adult joint holder. However, the Company may, at its sole discretion, act on the requests, applications or instructions of the legally appointed guardian or guardians of the surviving minor before the surviving minor attains the age of 18, if the Company has received such documentary evidence satisfactory to it of the identity, appointment and status of such guardian or guardians.

A Single Account may, at the Company's sole discretion, be converted to a Joint Account by completing and sending the relevant Application Form to the Company. The Application Form must be signed by the existing Single Account holder and the proposed new Joint Account holder, and accompanied by such documents as the Company may require to process the addition of the new Joint Account holder to the relevant Account. For the avoidance of doubt, Joint Accounts may not be converted to Single Accounts except in such circumstances as the Company may determine from time to time at its sole discretion. Joint Accounts may not be used for investments using CPF or SRS monies.

**(c) Corporate Accounts**

Corporate accounts may be opened by any company incorporated and registered in Singapore or, at the Company's sole discretion, corporations incorporated and registered outside Singapore. All Application Forms and other instructions have to be signed by one or more signatories of the relevant company who have been expressly authorised by way of a board resolution of that company. You shall provide to the Company from time to time upon its request of such documents, including but not limited to documents relating to your corporate identity, registration and constitution and the authorisation of your authorised signatories.

**B3. Account Structure**

**(a) Wrap Account**

This section will apply to you if you have or will engage the services of the Company and the Financial Adviser representative named in the Application Form to provide portfolio administration, financial advisory and/or portfolio management services to you relating to your investments in a Wrap Account.

For Wrap Accounts, you agree to pay an on-going adviser charge stated in the Schedule for Funds Investment to the Company. The on-going adviser charge may include a performance fee component. Any taxes, duties and/or other expenses arising from the on-going adviser charge shall be borne by you. For such purpose, you will consolidate your investments in the Account and the Account will hereinafter be referred to as the "Wrap Account". The Wrap Account may be utilised for investments in Securities. The on-going adviser charge accrues daily based on the aggregate value of the Securities and the cash balances in the Cash Account, and is computed at the end of each quarter (being the end of March, June, September, December respectively of each year) based on the rate set out in the Application Form.

**(b) Non-Wrap Account**

Alternatively, if you do not require active portfolio management, you may opt for an Account referred to as the "Non-Wrap Account". This is an account where fees will be charged per transaction performed without on-going adviser charge.

#### B4. How investments will be held under your Account

All investments made via your Account will be held on your behalf by a custodian.

You authorise the Company to appoint a custodian (the “**Custodian**”) for any period of time in relation to your investments made via your Account to perform the functions and on the terms and conditions set out in Section B4 (Custodial Services). The Company may, subjected to it fulfilling the necessary licensing requirements, itself undertake the role of Custodian or appoint a related entity or a third party to act as the Custodian (please refer to the Website for details on the Custodian). The Company shall not be liable for any default or breach by any related entity or a third party appointed to act as the Custodian, and/or any of such entity's agents in providing custodial services, where such entities are appointed in good faith.

The Custodian will send you written confirmation of all investments held on your behalf at frequencies stipulated by the relevant authorities, and in the absence of such stipulation, at frequencies determined by the Company.

#### B5. Custodial services

You authorise the Custodian to hold and to effect all Transactions in relation to your investments on your behalf. The Custodian shall also have the power to effect any Transaction with respect to such investments upon:

- (a) The sale, disposal or redemption of such investments for your Account;
- (b) The exchange of such investments for other investments or cash in the event there is a merger, consolidation, reorganisation, recapitalisation or readjustment of the investments concerned;
- (c) The conversion of such investments pursuant to their terms into other investments;
- (d) The exercise of subscription, purchase or other similar rights represented by such investments;
- (e) The collection of income and other payments with respect to such investments;
- (f) The transfer of such investments to any other custodian or sub-custodian by the Company; and
- (g) For any other purpose incidental to or for effecting your instructions.

The Custodian will collect or will procure collection of all distributions, interest, redemption proceeds and other income payable or receivable in respect of your investments.

On receipt of any such distribution, the Custodian will pay or will procure payment of the same (as they may be allocated to your investments) in accordance with the directions of the Company pursuant to these Terms and Conditions within any period prescribed by law or otherwise in accordance with the Custodian's usual practice.

The Custodian will send to you reports, accounts and other communications that it has received in respect of any investment held by the Custodian on your behalf which it is required to forward to you by law and within the stipulated timeframes, or in the absence of any such legal requirement, may in its discretion (without the Custodian being obliged to do so) send to you such reports, accounts and other communications which it may deem relevant. All rights of voting arising in respect of any investment in which you are invested (including directions as to any corporate entitlement arising there from and the exercise of rights attached to such investment) will be exercised by the Custodian in such manner as it may reasonably determine as being appropriate.

The Custodian may register all investments or hold such investments in its own name or that of its nominees or in such other name and held to its order as it may think proper. As your investments will be held in the name of the Custodian or its nominees on your behalf, your rights in relation to such investments may only be enforced through the Custodian or its nominees, as appropriate. In performing its duties, the Custodian may appoint, at its discretion, other parties as its agents, sub-custodians, nominees and delegates to perform in whole or in part any of its duties and discretions. The Custodian shall not be liable for any default of such agents, sub-custodians, nominees and delegates if employed in good faith.

The Custodian shall not be liable for any loss to your Account save where such loss is directly attributable to the fraud or negligence on the part of the Custodian in the performance of its custodial services. The Custodian shall under no circumstance be liable for any special damages.

All investments which the Custodian or any of its agents, sub-custodians, nominees or delegates may hold from time to time on your behalf shall be subjected to a general lien for all costs and charges owed to the Company and to the Custodian and you consent to the same. The Custodian shall have power to withhold and/or sell such securities for the discharge of your payment obligations to the Company (on its instructions) or to the Custodian (as the case may be).

The Custodian may hold your assets with those of other investors on a commingled basis; if so, your interest in your assets may not be identifiable by separate certificates or other physical documents or electronic records. The Custodian shall maintain records of your interests in assets that may be commingled.

Any action that may be taken by you to enforce your rights, in relation to the units held under the Custodian's name, shall be directed at the Custodian. You acknowledge and agree and the Company shall not be liable to you for any actions, claims, cost, losses, charges, expenses and damages suffered or incurred by you arising from or in connection with the insolvency of the Custodian, cessation of business of the Custodian and/or any act or omission of the Custodian.

Whenever you receive any statements of account, contract notes (if applicable), confirmations or notifications in respect of any Transaction or any document (collectively, the "Statement") provided in relation to the Account from the Company, you agree that you will inform the Company of any mistakes or omission or disagreements within fourteen (14) days from the date of the relevant Statement. If you fail to do so, you are deemed to have agreed to the contents in such Statement and will no longer have the right to dispute the accuracy of the Statement. Accordingly, the Company has the right to treat your silence as your representation that the Statement is accurate. Nothing in this Clause shall prevent the Company from unilaterally amending any such Statement for any inaccuracy it detects.

All prevailing expenses and costs payable for any custodial services, where applicable, shall be set out in the Website.

## C1. HOW YOUR ACCOUNT WORKS

### (a) Cash Accounts

Cash Accounts may be established in respect of the Plans held by you under your Account.

Subject to these Terms and Conditions and to the extent permitted by law or by the relevant authorities, your Cash Accounts are used for the purposes of crediting income and interest accruing to you in respect of your investments, debiting fees and charges due from you, and such other purpose as the Company may determine from time to time.

No interest shall be paid on amounts in your Cash Accounts except in such circumstances as the Company may determine from time to time at its sole discretion. For the avoidance of doubt, if interest is being paid, the Company may cease such payment at any time without giving any reason or prior notice. Your Cash Accounts should not be used as bank accounts and monies should not be placed in these accounts solely for the purpose of earning interest (if interest is payable) on such monies. Monies in your Cash Accounts are not protected under the Deposit Insurance Scheme.

The Company will hold all monies in your Cash Accounts in trust accounts maintained with licensed financial institutions. Your monies in the trust accounts may be commingled with that of other investors. The Company will maintain records of your monies in each of your Cash Accounts.

Your Cash Accounts are subjected to the operation of law, the directives of the relevant authorities and these Terms and Conditions. Subject to these Terms and Conditions and to the extent permitted by law or by the relevant authorities, you authorise the Company to use any of your investment monies in your Cash Accounts to:

- (i) settle payments in respect of your subscriptions into or purchase of investments;
- (ii) make payments to meet any payment obligation incurred by you or on your behalf arising from any dealing in your investments, including payments arising in connection with the conversion, exchange, surrender or exercise of rights attaching to your investments;
- (iii) make any investment permitted by law;
- (iv) pay transactional charges incurred (including but not limited to brokerage charges and stamp duties) in connection with any dealing in your investments;
- (v) settle any fees, charges and expenses payable to the Company; and
- (vi) make or withhold any payments required by law, including but not limited to income or other form of tax or assessment.

The Company reserves the right, by giving you at least 30 days' written notice or any other period as may be stipulated or required or agreed by the relevant authorities, to:

- (1) impose a minimum balance for any of your Cash Accounts;
- (2) impose a limit on the maximum balance for any of your Cash Accounts; and
- (3) close any of your Cash Accounts.

### (b) Maximum Cash / SRS Balance

The aggregate of all balances in all Currency of your Cash and / or SRS Accounts denominated in Singapore Dollars at any time will be subjected to a maximum limit (the "Maximum Balance").

In calculating the aggregate balance for this purpose:

- (i) balances in all such Accounts which are held singly by a particular individual will be aggregated;
- (ii) balances in all such Accounts which are held jointly by the same individuals (whether non-minor Joint Accounts or minor Joint Accounts) will be aggregated; and
- (iii) for the avoidance of doubt, balances in any such Account held jointly by a particular individual with another person will not be aggregated with that individual's balances in any other Account under any other Sub-Account held by that individual singly (and vice-versa).

You may check the current Maximum Balance with the Company or from the Website. The Maximum Balance may be revised from time to time by written notice to you, and the revised Maximum Balance (together with the relevant effective date) will be published on the Website.

You expressly authorise the Company to return to you any excess above the Maximum Balance from time to time, or return to you all the balances in any SGD Cash / SRS Account, at any time at its sole discretion. If you have more than one Account, the Company has the discretion to determine from which Account(s) such return will be made, and the amounts to be returned from each such SGD Cash / SRS Account.

## C2. Investing in Funds / Model Portfolio Services

### (a) Important note

All Sub-Accounts allow you, as the investor, to make the investment decisions. Please refer to the offering documents of the relevant Funds for information about the risks associated with your choice of investments. Each Fund is offered on the basis of information set out in the relevant offering document, a copy of which is available from your Financial Adviser or the Website. You should read the relevant offering document before deciding whether or not to invest in the Funds.

The value of the units in any Fund, and the income accruing to such units, may rise or fall. Funds are not bank deposits and they are neither guaranteed nor insured by the Company and/or its affiliates. The risks of investment include the possible loss of the principal amount invested. Past performance of any Fund is not indicative of its future performance.

In addition, the following should not be taken as an indication of the investment potential of any Fund:

- (i) the credibility of the fund manager managing the Fund;
- (ii) the probity of the investment company offering that Fund for investment purposes; or
- (iii) the fact that the Fund is made available for investment under any of your Plans.

While the Company endeavours to process your Investment Applications in a timely manner, please note that completion of the relevant Transactions are dependent on the individual fund manager's operations and processes and on the specific procedures for each particular Fund. If the Company provides you with general information that may be relevant to any Fund, such information shall not be treated or construed as advice to you and the Company will not be responsible for any loss that you may suffer or incur as a result of any action taken or omitted to be taken by you on the basis of such information.

You hereby agree that the Company shall be entitled to receive the fees as set out in the Schedule for Funds Investment.

### (b) Model Portfolio Services

This section will be applicable to you if you subscribe to Model Portfolio Services ('MPS'). You agree and authorize the Company to be your Custodian and to buy and sell your funds in the model portfolio upon receiving instructions from your Financial Adviser and you.

You are aware that your Financial Adviser will decide on the frequency, scope and methodology of rebalancing, to give instructions to us on your behalf for the purpose of rebalancing your model portfolio.

Rebalancing is the process of realigning the weightings of a portfolio of Collective Investment Schemes (CIS). Rebalancing involves periodically buying or selling CIS in a portfolio to maintain an original or desired level of asset allocation or risk.

A rebalancing will be triggered by your Financial Adviser. If you do not approve it, your existing portfolio will not follow the latest recommendation made by your Financial Adviser.

Please note that any regular subscriptions also known as Regular Savings Plan (RSP) into model portfolio will be according to the latest model allocations at time of transaction. This may differ from your initial model portfolio's holdings.

Your Financial Adviser shall endeavor to ensure that the instructions to the Company in the portfolio(s) are consistent with the investment strategies and objectives of the respective portfolio(s).

Your Financial Adviser shall have the discretion to terminate the MPS upon the occurrence of any of the following:

- (a) full redemption of all the relevant portfolios;
- (b) your decision to opt out; or
- (c) an Account that has been deemed to be dormant based on a set of criteria that the Company may determine from time to time.

The Company reserves the right, by giving you at least 30 days' written notice or any other period as may be stipulated or required or agreed by the relevant authorities, to terminate the MPS.

You hereby agree that the Company shall be entitled to receive the fees as set out in the Schedule for Funds Investment.

**(c) Subscriptions**

- (i) You may, from time to time, subscribe to units in one or more Funds through a Sub-Account by completing and sending the relevant Application Form to the Company. Such Transactions and your Investment Application will be subjected to such limitations as may be imposed by the Company in respect of any particular Sub-Account from time to time, including the mode of payment (either by way of cash, CPF monies or SRS monies) prescribed by the Company in respect of that Sub-Account.
- (ii) The Company will process your Investment Application only upon receipt of payment for your subscription. Payment shall be deemed to be received when such payment has been credited to the Company's bank account, or at such other time as the Company may accept at its sole discretion.

**(d) Withdrawals and redemptions**

- (i) You may, from time to time, request for a withdrawal from any Cash Account or a redemption of your investments under a Plan, by completing and sending the relevant Application Form to the Company. Such Transactions and your Investment Application will be subjected to such limitations as may be imposed by the Company in respect of any particular Plan from time to time.
- (ii) Payment in respect of a withdrawal request will be deducted from any cash balance in your Cash Account. Payment in respect of a redemption request will be made directly from the redemption proceeds of the relevant Funds.
- (iii) Payment in respect of a withdrawal or redemption request will be made to you within such period as may be stipulated by the relevant authorities or otherwise in accordance with the Company's usual practice. The Company reserves the right to deduct any outstanding fees and charges owed to the Company from the withdrawal or redemption amounts prior to paying such amounts to you.
- (iv) If the remaining balance in your Sub-Account falls below the minimum balance set out in the Schedule for Funds Investment, the Company shall redeem your holdings fully and proceed with the closure of your Sub-Account.

**(e) Transfers**

You may, from time to time, transfer investments not previously held with the Company into a Sub-Account, by completing and sending the relevant Application Form to the Company. Such Transactions and your Investment Application will be subjected to such limitations as may be imposed by the Company in respect of any particular Sub-Account from time to time. You may request to transfer your investments or monies from one Sub-Account to another Sub-Account under your Account. Such request will be subjected to the Company's sole discretion and such other terms and restrictions as the Company may specify in respect of the relevant Sub-Accounts from time to time.

**(f) Switch**

- (i) You may, from time to time, switch units from one or more Funds under a Sub-Account to one or more Funds under the same Sub-Account held under your Account by completing and sending the relevant Application Form to the Company. Such Transactions and your Investment Application will be subjected to such limitations as may be imposed by the Company in respect of any particular Sub-Account from time to time.
- (ii) A switch involves the redemption of units in one or more Funds and using the redemption proceeds to subscribe for units in one or more other Funds.

**(g) Regular Subscription (RSP)**

- (i) You may, from time to time, apply for a regular subscription under any Sub-Account (where available) by nominating a fixed amount to be invested in one or more Funds at a nominated frequency, by completing and sending the relevant Application Form to the Company. Such Transactions and your subscription Application will be subjected to such limitations as may be imposed by the Company in respect of any particular Sub-Account from time to time, including the mode of payment (either by way of cash, CPF monies or SRS monies) prescribed by the Company in respect of that Sub-Account.

- (ii) The regular subscription amount will be deducted from the relevant account on a fixed date at your nominated frequency. The Company reserves the right to process such subscription within such number of business days as may be stipulated or required by the relevant authorities or otherwise by the Company.
- (iii) In the event the regular subscription cannot be made on your behalf by the Company for any reason, including data discrepancies, insufficient funds in the relevant account for deduction, or the suspension or termination of any Fund into which the regular subscription amount is to be invested, the Company may, at its sole discretion, make further attempts to deduct the regular subscription amount (if applicable) at such time as the Company may determine, or cancel your regular subscription application for all future deductions. You agree to absolve the Company from any liability for any loss whatsoever and howsoever suffered arising from such cancellation.

**(h) Regular Withdrawal facility**

- (i) You may, from time to time, apply to receive a fixed amount of money paid from your investments under any Sub-Account (where available) at a nominated frequency, by completing and sending the relevant Application Form to the Company. Such Transactions and your Investment Application will be subjected to such limitations as may be imposed by the Company in respect of any particular Sub-Account from time to time.
- (ii) Regular withdrawals will be made from the Cash Account and/or from the proceeds of the redemption of your investments under the relevant Sub-Account. If we are required to redeem some of your investments to meet your regular withdrawals, you authorise us to redeem sufficient assets to meet the regular withdrawal due to you and the full amount of such redemption proceeds shall then be paid to you, after deducting any outstanding fees and charges owed to the Company.
- (iii) Except where the Company has received specific instructions in writing from you with respect to the redemption of your investments to meet your regular withdrawals, the Company may (but shall not be obliged to) first redeem units in the least volatile Fund in which you have invested, as determined by the Company at its sole discretion, in order to meet your regular withdrawals.
- (iv) Regular withdrawals will be made on a fixed date at your specified frequency. The Company will process such withdrawals within the number of business days as stipulated by the relevant authorities or otherwise in accordance with the Company's usual practice.
- (v) This regular withdrawal facility is not available in respect of investments made using CPF monies.

**(i) Distribution of income**

Your income entitlement is the total of all income arising from your investments, together with realised and unrealised gains and losses arising from your investments, and any other amount credited in units or dollar value to your Account in the manner that the income was received by the Company. If you have invested in any Fund which provides you with an option to reinvest any income, the Company will select this as the default option. Income may either be reinvested as aforesaid, paid to you or (to the extent permitted by law or by the relevant authorities) credited into the Cash Account under the relevant Sub-Account.

Should you redeem, switch out or transfer out your holdings prior to the crediting of dividends, it is at the Company's sole discretion to handle the dividends due to you, either to be reinvested or paid out to you.

The Company shall be entitled, without notice to you, to set-off any debts owing by you against any amounts due to you whether the debts are actual or contingent and irrespective of any differences in Contract Currency. The Company shall be entitled to effect such Contract Currency conversions and at such rates of exchange as the Company may in its sole and absolute discretion determine for the purposes of effecting such set-off.

**(j) Transactions and turnaround time**

- (i) All your Transactions in Funds will be subjected to the minimum limits applicable to the relevant Sub-Account as prescribed by the Company from time to time.
- (ii) You agree that your Transactions will be processed in accordance with these Terms and Conditions and such other terms, conditions and limitations as may be imposed by the Company from time to time, including those set out in the relevant Application Forms.

- (iii) Any Investment Application that is received by the Company on or before the relevant cut-off time prevailing at the time of your request on a business day, will be processed within such number of business days as may be stipulated by the relevant authorities or otherwise by the Company, from the date the Company accepts the Investment Application. Units in any Fund to be acquired or redeemed pursuant to an Investment Application will be acquired or redeemed at the prevailing unit price at the relevant valuation date for that Fund on the date that the relevant fund manager accepts and carries out the transaction request received from the Company, and in the case of subscription requests to be accepted only on a cleared funds basis, such later valuation date after the date the relevant fund manager receives the subscription monies. All subscription monies will be submitted to the relevant fund manager after deducting any applicable fees and charges due to the Company.
- (iv) Trade orders submitted below amounts stated in Schedule for Funds Investment may be delayed or cancelled at the Company's discretion. These Terms and Conditions should be read in conjunction with the Schedule for Funds Investment.
- (v) You acknowledge that as a regulated financial institution by MAS, the Company is required to exercise due diligence when dealing with customers, natural persons appointed to act on the customer's behalf, connected parties of the customer, and beneficial owners of the customer. This process will require the Company to identify, verify and conduct a proper risk assessment before proceeding with the Transactions. You acknowledge that Transactions cannot be processed until all relevant checks have been cleared and approved by the Company, and you agree that you will not hold the Company liable for any price differences due to such trade delays.

**(k) Deferment of Transactions and valuation**

You acknowledge and agree that the Company has the right to suspend the processing of Transactions of units in any Fund or the provision and/or publication of the prices of units in any Fund due to any of the following:

- (i) when dealings in any Fund have been suspended;
- (ii) when any of the recognised stock exchanges or markets on which the unit prices are quoted is closed other than the normal closing hours or days or has restricted dealings;
- (iii) when the fund manager managing any Fund is unable to repatriate money, or considers that any transfer of money for purposes of completing the investment or redemption of units under your Account is not possible at the normal exchange rates (if applicable);
- (iv) when an Investment Application is not given according to these Terms and Conditions and/or those of the applicable Application Forms; or
- (v) the occurrence of any other circumstances which, in the Company's opinion, renders the calculation and/or provision or publication of fair and accurate unit prices not possible.

The Company will not be responsible for any losses that may be suffered by you due to such suspension of processing for any Transaction or the provision and/or publication of the prices of units in any Fund.

**(l) Termination and winding-up of Funds**

- (i) You acknowledge and agree that:
  - (1) the Company may give you such prior notice as may be required by law or stipulated by the relevant authorities (and in the absence of such requirement or stipulation, in accordance with its usual practice) of the termination and/or winding-up of any of the Fund in which units are acquired under your Account, if the Company is notified that such Fund will be closed to further investments and/ or is or is to be terminated or wound up (subjected to the Company having received such notice in good time from the fund manager or trustee of the relevant Fund);
  - (2) if notice of termination and/or winding-up of a Fund is given and units in the Fund under your Account are to be redeemed, the Company shall use the proceeds from such redemption to subscribe into other Funds only if it receives the relevant Application Form from you within the period stated in the notice of termination and/or winding-up. In the absence of such instructions, the company shall pay the proceeds of such redemption to you.
  - (3) if the remaining balance in your Sub-Account falls below the minimum balance set out in the Schedule for Funds Investment, the Company shall redeem your holdings fully and proceed with the closure of your Sub-Account.
- (ii) Notwithstanding anything in these Terms and Conditions, the Company has the right to discontinue or suspend the offer of any Fund through the Company.
- (iii) You authorise the Company to redeem your investments (if any) in any Fund with a stipulated maturity date upon its maturity as specified by the relevant fund manager and pay the proceeds from such redemption to you. The Company shall use the proceeds to subscribe into other Funds only if it receives the relevant Application Form from you on or before the maturity of the first Fund.

**(m) Fund information and reports**

- (i) The current versions of the offering documents for each of the Funds provided to the Company by the relevant fund managers may be obtained from the Company or the Website. As the offering documents for all Funds available are prepared by the relevant fund managers, the Company is not responsible for the accuracy of the information provided in any offering document and shall not be liable for any outcome arising from the use of the information provided in such offering documents.
- (ii) You consent to receiving Fund reports by electronic means via the Secured Website, including by provision of an electronic link to the relevant reports. The latest Fund reports may be obtained from the Company or the Website at the frequencies stipulated by the relevant authorities, provided the Company has received the same from the relevant fund managers.

**(n) Unclaimed Assets**

If there are any monies or securities standing to the credit of any Account (including a trust account) which are unclaimed by you six years after the last transaction with or through the Company and the Company determines in good faith that it is not able to trace you, you agree that all such assets including any and all accretions and accruals thereon (which in the case of monies shall include all interests earned thereon and all investments and their respective accretions and accruals which may have been made with such monies; and in the case of securities shall include all accretions and accruals thereon), the same shall be deemed to have been forfeited by you in favour of the Company and may be appropriated by the Company to itself to utilise in any manner the Company so wishes for its own benefit. You shall thereafter have no right to claim such assets and/or their accretions and accruals and you shall be deemed to have waived and forfeited all your rights to such assets and/or their accretions and accruals in favour of the Company.

**(o) Cancellation Notice**

- (i) Right of cancellation and cancellation period  
You have the right to cancel your subscription of units in any Fund within seven (7) calendar days (or such period permitted by the relevant authorities) from the date on which the initial subscription was made (the "Cancellation Period"). This right of cancellation is not available:
  - (1) if you are not an individual;
  - (2) if you are an existing holder of units in a Fund who subsequently subscribes for units in that Fund after the Cancellation Period;
  - (3) if you switch units in a Fund in accordance with sub-paragraph (iv) below; or
  - (4) if you are a participant in a regular subscription for units in a Fund, making a second or subsequent payment for subscription.

Where the last day of the Cancellation Period falls on a Saturday, Sunday or a public holiday in Singapore, the Cancellation Period will be extended to the next calendar day that is not a Saturday, Sunday or a public holiday. If you request for the cancellation of a subscription of units in a Fund, neither the Company nor the relevant Fund manager are obliged to cancel part only of your subscription of units unless required to do so by applicable law or regulation.

Any such cancellation is subject to maintenance of the minimum holding requirements set out in the Schedule for Funds Investment. The Company has the right to suspend the cancellation of units of any Fund during any period when the issue, or valuation of units of that Fund is suspended by the Fund manager of that Fund in accordance with the terms of the Fund's prospectus.

- (ii) Procedure for cancellation  
Cancellation requests may be made on the prescribed administrative form for cancellation. A cancellation request must be submitted within the Cancellation Period (which is determined by the postmark for submissions made by ordinary post).

The Company may in its sole discretion reject cancellation requests with insufficient or incomplete details.

A cancellation request that is received and accepted by the Company on or before the Company's cut-off time (as determined by the Company from time to time) on a business day is treated as received on that business day. A cancellation request received and accepted after the Company's cut-off time on a business day or on a day that is not a business day, is treated as received on the next business day. A "business day" is a day that is not a Saturday, Sunday or a public holiday in Singapore.

You should note that the CPF Board, the CPF Agent Banks and other settlement agents are not authorised to receive cancellation requests.

(iii) Cancellation proceeds

The cancellation proceeds payable to you shall be calculated as follows:

- (1) for cancellation requests for units received during the initial offer period of a Fund, at an amount equal to the total amount paid by you for the subscription of those units (the "Gross Investment Amount");
- (2) for cancellation requests for units received after the initial offer period of a Fund, the lower of:
  - (i) the aggregate of the value of the units on the relevant dealing day of the Fund, based on the realisation price on such dealing day and the front-end load fee or sales charge paid (if any) for such units (the "market value of the units"); or
  - (ii) the Gross Investment Amount.

If the market value of the units is greater than the Gross Investment Amount, the difference will not be paid to you. If the market value of the units is lower than the Gross Investment Amount, the Company will pay the market value of the units only. You may therefore not get back your original investment.

The Company may deduct an administrative fee from the cancellation proceeds for expenses reasonably related to the subscription and cancellation.

(iv) Realisation and the exchange, switch or conversion of units

You may choose to realise your units by submitting a redemption request instead of cancelling them. However, you will not be entitled to any benefits that may apply to the units if they had been cancelled (i.e. there will be no refund of the front-end load fee or sales charge and the levy of any applicable realisation charge is allowed). The realisation proceeds may be lower than the cancellation proceeds if any appreciation in the value of the units is less than the front-end load fee/sales charge and/or the realisation charge (where applicable). Also, the published prices of the units are indicative in nature and can change during the period between the submission and processing of your redemption request.

You may switch units of a Fund (the "first Fund") subscribed for to units of another Fund (the "second Fund") during the Cancellation Period applicable to the subscription of the first Fund, and you shall have the right to cancel the subscription of units in the second Fund. In this respect, please note that:

- (1) you shall not receive any refund of front-end load fee or sales charge in relation to the subscription agreement in respect of the first Fund;
- (2) it is not certain whether you would be in a better or worse position if you switch Funds; and
- (3) you may be charged a switching fee for the switch.

## D. ELECTRONIC SERVICES

### D1. Electronic Services

- (a) The Company may, subjected to and in accordance with these Terms and Conditions, provide you with the following Electronic Services:
  - (i) the transmission to the Company of any Application Form (and the contents thereof) and any other communication relating or arising out of the foregoing which the Company may agree to accept;
  - (ii) the transmission to you of the results, confirmation or status of any Investment Application (and the contents thereof) and any other communication relating or arising out of the foregoing which the Company may agree to transmit;
  - (iii) facilitate the communication between you and your Financial Advisers in relation to any Investment Application and/or Transaction;
  - (iv) facilitate the collection of Application Monies from you;
  - (v) general communications between you, your Financial Advisers and/or the Company; and
  - (vi) any other Electronic Services which are ancillary to the foregoing and for any other matter which the Company is agreeable to providing, through the use of electronic records using the Website, any telecommunication networks or services, or other electronic networks or services.

- (b) You have the sole responsibility and shall be liable for the security and safe-keeping of your user identification as well as any and all passwords, identification and other codes issued to you by the Company or by any certification authority duly recognised by the Company for the purpose of enabling you to access the Electronic Services (the "Codes"). You agree that the Company shall be entitled to rely on the digital signature and/or correct entry of the Codes in order to ascertain whether any Investment Application and/or other instruction placed with the Company is yours, and to act on that assumption. You shall be fully responsible and liable for any such Investment Application and/or other instruction placed with the Company through the use of the Electronic Services notwithstanding that such Investment Application and/or other instruction may have been given by a third party with or without authority to give such Investment Application and/or other instruction on your behalf.
- (c) You agree that the risk of any Investment Application and/or other instruction placed with the Company through the use of the Electronic Services not being genuine or being forged, fraudulent, ambiguous or erroneous lies solely with you, and you undertake to keep the Company indemnified against all claims, losses and liabilities incurred by the Company arising out of anything done or omitted pursuant to such Investment Applications and/or other instructions given or purportedly given by you.
- (d) You agree that the Company shall be entitled to rely on and act upon the Navigator Account Opening/Subscription/Accredited Investor Declaration/ Customer Knowledge Assessment/ Other Forms and the signature(s) (digital or otherwise) in these forms for the purposes of account opening, subscription and other Transactions (where applicable) that were delivered to us electronically. The Company shall act upon it as if the wet ink signed original had been received.
- (e) The Company shall not be obliged to proceed to input, transmit or otherwise process any Application Form or information provided by you if the Company is of the view that there is any discrepancy, ambiguity or contradiction in any such Application Form or information; provided always that the Company shall not be liable for any loss, damages or expenses suffered or incurred by you if the Company proceeds to input, transmit or otherwise process any such Application Form notwithstanding any such discrepancy, ambiguity or contradiction.
- (f) Where any Investment Application is unsuccessful, the Company shall not be under any obligation to refund the relevant Application Monies to you. You acknowledge and agree that the obligation to refund such Application Monies lies solely with the relevant fund manager. The Company may facilitate the refund of such Application Monies but the Company will only make such refund after it has received such monies from the relevant fund manager.
- (g) Any electronic record relating to these Terms and Conditions, the Electronic Services, notices and Application Forms kept and/or maintained by the Company shall be conclusive evidence of the contents thereof. You hereby agree to the admission as evidence in any court in Singapore of such electronic records maintained or kept by the Company and any part, copy or computer output thereof, as an original document, and you further agree not to challenge or dispute the admissibility, authenticity or accuracy of such electronic records or computer output thereof.
- (h) You understand and acknowledge that any information or material not contained within any offering document made available to you as an electronic record do not form part of the said offering document and that the investment is offered only on the basis of the information in the relevant offering document as contained within the said document.

## D2. No warranty

- (a) The information and materials contained in the Website or provided as part of the Electronic Services (including text, graphics, links or other items) (collectively, the "Content") and the Electronic Services are provided on an "as is" and "as available" basis. The Company does not warrant the accuracy, adequacy or completeness of the Content, and expressly disclaims any liability for errors or omissions in the Content. No warranty or condition of any kind, implied, expressed or statutory (including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality, fitness for a particular purpose and freedom from Computer Virus) is given in conjunction with the Electronic Services or the Content.

(b) The Company makes no warranty that the Electronic Services or any service or information comprised therein will be uninterrupted, timely, secure, or error free, nor does the Company make any warranty as to the results that may be obtained from the use of the Electronic Services or as to the accuracy or reliability of any information obtained through the Electronic Services or that defects in any software utilised or provided in conjunction with the Electronic Services will be corrected.

#### D3. Limitations on use

(a) Your right to use the Electronic Services is personal to you. You agree not to resell or make any commercial use of the Electronic Services or any Electronic Services or information comprised therein. The Company retains the right, at its sole discretion, to determine whether or not your conduct is consistent with the letter and spirit of these Terms and Conditions.

(b) Use of the Electronic Services is subjected to all applicable laws and regulations (whether having the force of law or not), and you agree:

- (i) not to use the Electronic Services for any illegal or immoral purposes;
- (ii) not interfere with or disrupt computer networks or systems connected to, supporting or hosting the Electronic Services or the Company;
- (iii) to comply with all regulations, policies and procedures of networks connected to or which may be hosting the Electronic Services or the Website; and
- (iv) not to transmit through the Electronic Services, the Website or any Investment Application, any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature.

(c) You shall not use any Computer Virus, device, software or routine to interfere or attempt to interfere with the proper working of the Electronic Services or the Website, and shall not take any action that imposes an unreasonable or disproportionately large load on the Electronic Services or its associated infrastructure (including any computers supporting the Electronic Services or, hosting or connected to the Website).

(d) The Company does not make any representations or warranties about any web page you may access through the Electronic Services, the Website or any Investment Application. Any such web page is independent from the Electronic Services, the Website or any such Investment Application, and the Company has no control over, or responsibility with respect to the information provided or activities undertaken by any such web page. A link between the Website or any Investment Application to another web page does not mean that the Company endorses that web page. You should make your own independent decision with regard to your interactions or communications with any other web page.

(e) In providing the Electronic Services to you, the Company may in its discretion, from time to time and without notice to you:

- (i) amend, modify, suspend or terminate the operation of the Electronic Services;
- (ii) suspend or terminate your access to or use of the Electronic Services; or
- (iii) deactivate the Codes, and shall not be liable to you for any claims, liabilities and losses which you may suffer as a result of any of the above actions.

#### D4. Presumption of identity

Any requests, information or instructions sent by you to the Company through the use of the Website shall be given only in accordance with the security requirements stipulated by the Company from time to time. You agree that if instructions or messages are given by you to the Company via the use of electronic records there will be an irrefutable presumption that any instructions or messages received by the Company through such means, purporting to be given by you, is actually given by you and you shall be bound by and be responsible and liable for all consequences relating thereto, as if such instructions or messages had been given by you, even if you are able to prove that such instructions or messages were not given by you. All information and instructions shall be deemed to be made at the time received by the Company and in the format received.

#### D5. Intellectual property

All intellectual property rights (including copyrights, trademarks and other similar rights) to all materials and information (including pictures, graphics, text, page headers, buttons, images, animated pictures and sound) which may be comprised in the Website, any Investment Application, or in any web page or web pages which may be created by the Company and used in connection with the Website or any Investment Application, the provision of the Electronic Services or otherwise in connection with the Website or any Investment Application, are owned by or licensed to the Company, its service providers and/or professional advisers. You shall have no interest in the said materials, information or web pages. You may not reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit any of the said materials, information or web pages in any manner without the expressed written consent of the Company.

## E. IMPORTANT INFORMATION FOR ACCOUNTHOLDERS

### E1. Exclusion of liability

(a) You agree that the Company, the Custodian and their respective nominees (and a reference to "the Company" in this section shall be a reference to the Company, the Custodian or their respective nominees, as the case may be) shall not be liable for any loss, damage or expense suffered or incurred by you (including but not limited to losses suffered as a result of the exercise by the Company of the powers or discretions conferred on it by these Terms and Conditions, and whether in its capacity as administrator of your Account, or otherwise, as the case may be), which is not due to the deliberate fault or negligence of the Company. In any event, the Company shall not be liable, whether in tort, in contract or otherwise, for any consequential or indirect losses of any kind, including loss of profits. The Company shall not be imputed with notice or knowledge of any information you may have communicated to your Financial Adviser. Transactions carried out by the Company on your instructions, made or given or purporting to be made or given by you or by any other person on your behalf, shall be binding on you for all purposes regardless of the circumstances prevailing or the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of such instructions or other communications. You shall indemnify and hold the Company harmless against any and all loss, damage, costs, charges and/or expenses suffered and/or incurred by the Company as a result of acting or relying on any of your instructions made or given or purporting to be made or given by you or by any other person on your behalf (in whatsoever form given, whether by electronic, facsimile, written means or otherwise).

(b) The Company accepts no responsibility and shall have no liability whatsoever to you:

- (i) in relation to your receipt of advice or recommendation from your Financial Adviser. You acknowledge the importance of seeking independent financial advice with respect to any investment you may wish to make; and
- (ii) for any costs, expenses, disbursements, liabilities, obligations, penalties, claims, demands, actions, proceedings, judgement, suits, losses (including any consequential loss and any loss of investment opportunity), or damages of whatsoever nature suffered or incurred by you as a result of, or in connection with, any Transaction made or omitted to be made by you on the basis of any information provided by the Company.

(c) The Company makes no warranties or representations, implied or otherwise not expressly set out in these Terms and Conditions and, to the fullest extent permitted by law, all such warranties and representations, whether implied or otherwise, not expressly set out in these Terms and Conditions are excluded.

(d) To the fullest extent permitted by the law, you acknowledge and agree that the Company shall not be liable to you for any damages, losses or expenses, whether arising out of contract or tort (including but not limited to direct, indirect, incidental, special or consequential damages or economic loss) arising out of or in connection with these Terms and Conditions, the Electronic Services or any other service provided by the Company, including but not limited to the following events or matters:

- (i) any acts beyond the control of the Company, including, without limitation, acts of God, acts or regulations of any governmental or supra-national authority, war or national emergency, accident, fire, lightning, equipment failure, telecommunication line equipment failure, riot, strikes, lock-outs, industrial disputes (whether or not involving the Company's employees) or epidemics or infectious diseases;
- (ii) any defect, deficiency or malfunction in and or any breakdown, disruption or failure of any telecommunications, delivery failure of electronic mail communications or notifications, computer or other electronic equipment or system (whether or not owned, operated or maintained by the Company or any other person and whether or not used in the provision or operation of any service by the Company), including but not limited to:
  - (1) the inability or failure of any such equipment or system to accept and/or recognise and/or properly and accurately store, process and/or transmit dates or data incorporating or relying on dates, or the processing, storage and/or transmission of any inaccurate date or data by virtue of such inability or failure of any such equipment or system;
  - (2) the failure of any such equipment or system to accept, recognise or process any Investment Application or other instruction;
  - (3) a breakdown in or the failure of any website through which the Company may offer any of the Electronic Services;
- (iii) any cessation, interruption or delay in transmission or any wrongful interception of any instruction through any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by the Company or by any other person and whether or not used in the provision or operation of any service by the Company);

- (iv) the corruption or loss of any data stored in any equipment, terminal or system or instruction or in the course of transmission through the Internet, any computer or any electronic or telecommunications system used by the Company or any other person whether or not in connection with any Account or the provision or operation of any service, including any errors generated in the transmission of any data or instruction;
- (v) the cessation or interruption of the availability or operation of any service, including the Electronic Services;
- (vi) the failure or refusal of the Company or any other person to accept or honour any Investment Application or other instruction; and
- (vii) any failure on the part of the Company to perform its obligations or duties to you caused by or arising from any one or more of the events or matters set out in any one or more of the foregoing sub-paragraphs.

(e) Your Financial Adviser is not an agent of the Company and has no authority to bind the Company in any way. The officers and employees of the Company are not authorised to make any representation or bind the Company in any way that is inconsistent with these Terms and Conditions. The Company does not make any expressed or implied recommendation concerning any investment available through your Account. Any information provided in relation to any investment available through your Account is furnished without regard to the investment objectives, financial situation or particular needs of any particular person, and in deciding on any Transaction you shall do so entirely on your own assessment of the merits of any such Transaction.

(f) You agree that the limitations in this section shall survive and apply even if any limited remedy specified in these Terms and Conditions is found to have failed its essential purpose. You are aware that circumstances could arise in which the remedies and limitations on liability set forth herein may appear insufficient to you. In the light of the overall agreement reached hereunder, you agree that the limited remedies and liabilities of the Company set out herein are part of a reasonable allocation of the risks and benefits of the agreement between the parties taking all relevant factors into consideration and the availability and costs of insurance with respect to the said risks.

## E2. Your liability

You agree to pay on demand all fees and charges relating to your Account. You also agree to indemnify the Company, the Custodian and their related entities and respective nominees, their respective officers and employees against any claims, liabilities, expenses, losses or costs (including legal costs on a full indemnity basis) suffered or incurred by them as a result of:

- (a) Any default by you of your obligations under these Terms and Conditions;
- (b) The performance by them of their obligations, or exercise by them of powers conferred under these Terms and Conditions (including acting on your instructions, notices or requests and incurring fees and charges) not arising from their own negligence, fraud or wilful default;
- (c) Any infringement by you of any intellectual property, including trademarks, copyrights, rights of confidence or other rights, of any person or entity;
- (d) The enforcement of these Terms and Conditions and/or the recovery of any sums owed by you in respect of your Account;
- (e) Claims of third parties which may be brought or asserted in respect of your Account and/or these Terms and Conditions;
- (f) The acts of your agents, attorneys or Financial Advisers;
- (g) Your failure to comply with applicable laws when making any investment through your Account;

- (h) Charges owing to your error, including but not limited to bounced cheques due to wrong account number provided; or
- (i) Otherwise in connection with your Account and these Terms and Conditions.

This obligation is a continuing obligation, independent of your other obligations under any agreement which you may have with the Company. It continues after termination of your Account or any Sub-Account under your Account.

### **E3. Risks**

As with any investment, there are risks involved with your investments made through your Account. You acknowledge that:

- (a) All investments carry a risk component. You should carefully consider any investment decisions under your Account and obtain any independent advice which you consider necessary in making such investment decisions. Portfolio values may rise and fall and you may not receive:
  - (i) a return of some or all of your capital;
  - (ii) a particular rate of return on capital; or
  - (iii) any return at all.
- (b) You are responsible for ensuring that the investments made by you meet your investment objectives and that you are in compliance with the laws, regulatory policies or other statutory requirements that may be applicable to you when making any investment.
- (c) If you give the Company an Investment Application and you do not satisfy the minimum transaction requirements set by the Company, the Company will:
  - (i) endeavour to aggregate your investments with those of other investors to meet such minimum transaction requirements; or
  - (ii) effect your instructions on receipt of instructions from other investors, which when aggregated with your instructions, meet or exceed the minimum transaction requirements.
- (d) Delays in any Transaction may occur if an Investment Application does not provide sufficient details for the Company to act on the application. This can also occur if the correct signatures are not provided, or where instructions are illegible or incomplete.
- (e) the Company shall bear no liability or responsibility whatsoever to you for any error, misstatement or omission in any Prospectus or report or any other material prepared by or issued by any Manager or Fund.

## **F. GENERAL**

### **F1. Fees and payments**

- (a) You may make payments to the Company in such manner as the Company may accept from time to time. You shall promptly pay to the Company any outstanding sum on the due date of (in the case of fees and expenses) the relevant fees and expenses or (in the case of any Transaction) the relevant Transaction, or upon demand by the Company.
- (b) The Company shall be entitled to charge interest on any sum or payment due to the Company from you at such rate and calculated and/or compounded in such manner as the Company may, in its discretion, impose and determine from time to time and to debit your Account in respect of the interest due.
- (c) You authorise the Company to redeem units in the Funds (if any) in which you have invested, at such times and to the extent determined by the Company, to pay the outstanding fees and expenses. In this respect, the Company may (but shall not be obliged to) first redeem units in the least volatile Fund in which you have invested, as determined by the Company at its sole discretion, and may (but shall not be obliged to) effect more than one redemption if so necessary to meet the relevant fee or expense.

Any Investment Application received from you during such redemption for outstanding fees and expenses will only be processed by the Company after the completion of such redemption.

For fees owing due to MPS, you authorise the Company to redeem units in your MPS in which you have invested, at such times and to the extent determined by the Company, to pay the outstanding fees and expenses. In this respect, the Company may (but shall not be obliged to) first redeem units based on the investment strategy defined within the MPS setup, as determined by the Company at its sole discretion. If you hold a MPS together with individual funds, the least volatile individual fund will be prioritised to be redeemed to meet the relevant fee or expense.

- (d) All payments from you to the Company or from the Company to you shall be settled in the relevant Contract Currency. In the event that monies received by the Company are in a currency other than the Contract Currency, the Company may either return such monies to you or convert such monies to the Contract Currency at such rate of exchange as the Company may at its sole discretion decide before the Company credits your Account. The Customer shall be fully responsible and liable for any losses resulting from any currency conversion. If for any reason the Company cannot effect payment or repayment to you in the Contract Currency or in the agreed currency, the Company may effect payment or repayment in the equivalent of any other currency selected by the Company based on the applicable rate of exchange at the time the payment or repayment is due.
- (e) If the investment selected in any Investment Application is denominated in an Investment Currency other than the Contract Currency of the relevant Sub-Account, the Company will convert the relevant sum for investment to that Investment Currency at such rate of exchange as the Company may at its sole discretion decide before completing your Investment Application. The Customer shall be fully responsible and liable for any losses resulting from such currency conversion.
- (f) All payments made by you to the Company shall be in free and clear funds and net of all deductions or withholdings. If you are obliged (whether by law or otherwise) to make any deduction or withholding, you shall pay to the Company such greater amount which after such deduction or withholding shall ensure that the net amount actually received by the Company will equal the amount which would have been received by the Company had no such deduction or withholding been required.
- (g) You shall be liable for any taxes, duties, disbursements, costs and/or other expenses incurred by the Company in connection with your Account or otherwise in connection with you. You shall reimburse the Company upon demand for any such payments made by the Company on your behalf. All interest, fees, commissions and other charges of the Company are exclusive of any GST or any other applicable sales tax which shall be charged to and borne by you.
- (h) To the extent permitted by law or by the relevant authorities, the Company shall make payments due to you in the following manner:
  - (i) for CPF monies, by crediting the relevant amount into your CPF Investment Account with your CPF Agent Bank or CPF Special Account (as the case may be). Your CPF Agent Bank will charge you a fee in respect of the processing of any of these Transactions;
  - (ii) for SRS monies, by crediting your SRS Account with the relevant SRS Operator; or
  - (iii) for cash, by crediting the relevant amount into your nominated bank account, if any, or sending a cheque for the relevant amount to your last known address in our records. For cheque returns in respect of an Account which is held as a non-minor Joint Account, cheques will be issued jointly to all accountholders.

You understand that the Company may impose a service charge or administrative fee at such amount as the Company may prescribe from time to time for the replacement or reissuance of cheques.

- (i) The Company shall not be liable to you or any other person for any loss whatsoever suffered that is attributable to any payments or transfers made by the Company in good faith.

#### F2. Right not to act

Notwithstanding anything in these Terms and Conditions to the contrary, whether expressed or implied, the Company shall be entitled at any time to decline to act on your instructions with respect to any Transaction or Investment Application without assigning any reason for doing so. In particular, the Company reserves the right to reject instructions that are, in the Company's opinion, incomplete, unclear or ambiguous, or which may cause the Company to contravene any laws or regulations for the time being in force, or if your signature differs from that given as a specimen to the Company. The Company shall not incur any liability to you as a result of the Company's refusal to act.

#### F3. Statements

- (a) Statements confirming your Transactions will be sent to you via the Secured Website (or via such other methods in circumstances as may be determined by the Company from time to time at its sole discretion) at the frequencies stipulated by the relevant authorities or otherwise in accordance with the Company's usual practice. For the avoidance of doubt, statements that are being disseminated other than via the Secured Website may be ceased at any time by the Company without giving any reason or prior notice, and thereafter all such statements will be sent to you only via the Secured Website.
- (b) You may access the Secured Website with your assigned user identification and password to receive statements on your investment balances, Transactions, the performance of your investments and other information as may be provided by the Company from time to time.
- (c) The Company will send statements of your investment holdings to you via the Secured Website (or via such other methods in circumstances as may be determined by the Company from time to time at its sole discretion) at frequencies stipulated by the relevant authorities or otherwise in accordance with the Company's usual practice. For the avoidance of doubt, statements that are being disseminated other than via the Secured Website may be ceased at any time by the Company without giving any reason or prior notice, and thereafter all such statements will be sent to you only via the Secured Website.

#### F4. Communications

- (a) Any notice to be given by the Company to you will be sent through secured electronic mail via the Secured Website or via such other methods in circumstances as may be determined by the Company from time to time at its sole discretion. Any such notice shall be deemed to have been sent at the time of transmission or (in the case of any other mode of communication) at the time of despatch.
- (b) Any advice or confirmation that an instruction has been received and/or a Transaction has been effected through the Company will be sent to you through secured electronic mail via the Secured Website or via such other methods in circumstances as may be determined by the Company from time to time at its sole discretion. Any such advice or confirmation shall be deemed to have been received by you immediately after transmission or (in the case of any other mode of communication) at the time of despatch, and it is your duty to check such advice or confirmation.
- (c) Where the Company receives any instructions via telephone, the Company shall not be obliged to act until its receipt of confirmation of such instructions in writing or such other form as may be acceptable to the Company.
- (d) Any notice or communication to be given by you to the Company must be in writing and be delivered personally, or by post, or secured electronic mail to such address as the Company may provide on the Website from time to time. Any such notice shall be deemed to have been received by the Company only upon actual receipt by the Company.

#### F5. Changing your details

You have to inform the Company immediately in writing and provide any additional documentation which we deem necessary if:

- (a) You change any of the particulars given to the Company (including any change in citizenship, residence, tax residency, address(es) on record, telephone, facsimile numbers and email addresses);
- (b) You nominate a new bank account (for the crediting of payments to be made to you);

- (c) You alter your regular investment details in respect of any of your RSP Options;
- (d) You change the details of any of your regular withdrawal facilities;
- (e) There is any change to the information supplied to the Company in relation to your Account, Sub-Accounts or investments; or
- (f) Where applicable, your business constitution, shareholders, partners, directors or company secretary, or the nature of the Customer's business.

#### **F6. Insolvency or death**

In the event the Company becomes aware of your insolvency or (in the case of an individual) of your demise, the Company will act as the law (including the applicable rules and regulations relating to the use of CPF monies) requires in respect of your Account, assets in your Account and in your Cash Accounts. Applicable fees will be chargeable until account closure takes place as per the Schedule for Funds Investment.

#### **F7. Data Protection**

In order to carry out our business, process, administer and/or manage your relationship and/or Account, the Company will have to collect, use and disclose your personal data.

You consent to the Company, Singapore Life Ltd. ("Singlife"), and Singlife related group of companies collecting, using and/or disclosing your personal data (whether contained in this form or from other sources; existing data in our record or to be collected in the future) to issue and administer your existing and/or new Account(s), and/or policy(ies) with the Company and Singlife, including the processing of your personal data for account maintenance and transaction purposes; managing your relationship with the Company; for statistical, research, compliance, audit and regulatory purposes; and to provide general information on product enhancements and services relevant to our needs.

You also consent to the Company (and Singlife related group of companies) disclosing and transferring your personal data to the Company (and Singlife related group of companies) and their respective third party service providers, suppliers, fund managers or intermediaries, whether located in Singapore or elsewhere, for the above purposes.

More information on such purposes are set out in our Data Protection Notice.

You confirm that you have read and understood the Company (and Singlife's) Data Protection Notice which may be found at [www.singlife.com/pdpa](http://www.singlife.com/pdpa). The Company (and Singlife's) Data Protection Notice may be updated from time to time without notice. Please do visit our website regularly to ensure that you are well informed of the updates.

#### **F8. Tax Compliance**

- (1) You consent to the disclosure of your personal data or information relating to the Account to any governmental authority where such disclosure is required by any applicable laws (including applicable laws imposing any reporting and/or withholding obligations on the Company), including the Inland Revenue Authority of Singapore and/or the U.S. Internal Revenue Services.
- (2) You will provide to the Company such personal data and information as may be required by the Company from time to time to fulfil our contractual, legal or regulatory obligations. If you fail or refuse after a request is made, the Company may not be able to provide further services or assistance in respect of your Account and we reserve our right to cancel or terminate the Account without being liable to you.
- (3) You acknowledge that:
  - (i) you are solely responsible for understanding and complying with your respective tax obligations (including but not limited to tax payment or filing of returns or other required documentation) relating to the payment of all relevant taxes in all jurisdictions in which those obligations arise, and relating to the Account and/or services provided by the Company;
  - (ii) certain countries may have tax legislation with extra-territorial effect regardless of your place of domicile, residence, citizenship or incorporation;
  - (iii) the Company do not provide tax advice. You will seek independent legal and/or tax advice at your own costs and expense;

- (iv) the Company have no responsibility in respect of your tax obligations in any jurisdiction and shall not be liable in any respect for any adverse tax consequences you may suffer as a result of the Account; and
- (v) if your tax status have changed to a U.S. tax status or you have become a U.S. citizen or resident, you will notify the Company within 30 days of the change.

(4) Any sum that may be payable by the Company to you shall be subject to all applicable laws, including any withholding tax requirement, foreign exchange restriction or control. You agree and acknowledges that pursuant to the foregoing the Company may perform, or cause to be performed withholding of any monies payable to you, deposit any such monies into a sundry or other account and/or retain such monies pending determination of the applicability of such withholding tax requirement, foreign exchange restriction or control. The Company shall not be liable for any losses that may be incurred by reason of such withholding, retention or deposit.

#### **F9. Termination of your Account**

- (a) The agreement constituted by these Terms and Conditions between you and the Company in respect of your Account will continue until it is terminated in accordance with these Terms and Conditions. Your Account may be terminated by the Company or yourself for any reason. The Company may terminate your Account or any Sub-Account under your Account by giving you at least 30 days' written notice or any other period as may be stipulated by the relevant authorities or necessary to comply with any regulatory directive. You may terminate your Account or any Sub-Account under your Account at any time by completing and sending the relevant Application Form to the Company with instructions to dispose, sell or redeem all your investments, withdraw all balances in all Cash Accounts (if any) and requesting for closure of your Account or the relevant Sub-Account under your Account. If your Account or any Sub-Account under your Account is terminated, the Company:
  - (i) may finalise any incomplete aspects of your instructions in respect of your Account or the relevant Sub-Account received up to and including the termination date;
  - (ii) may deduct from your Cash Accounts the sum of any outstanding fees and charges in respect of your Account or the relevant Sub-Account;
  - (iii) reserves the right not to pay any interest that has been accrued and is payable if you choose to terminate your Account or any Sub-Account under your Account before the Company distributes the interest into any of your Cash Accounts;
  - (iv) reserves the right not to pay any income arising from your investments which is below such minimum amount as the Company may determine in its discretion from time to time, if you choose to terminate your Account or any Sub-Account under your Account prior to the receipt of such income by the Company;
  - (v) may deduct any outstanding fees and charges owed to the Company from the sale or redemption proceeds of your investments in your Account or the relevant Sub-Account if there is insufficient cash standing in the relevant Cash Accounts to settle such outstanding fees and charges in respect of your Account or the relevant Sub-Account; and/or
  - (vi) may continue to charge your Account or the relevant Sub-Account with fees and charges for Transactions between the termination date and the date on which all assets in your Account or the relevant Sub-Account are disposed of or have been transferred in accordance with your written instructions given separately to us or these Terms and Conditions.
- (b) The Company will follow your written instructions on the disposal of your investments in your Account or the relevant Sub-Account under your Account. If the Company does not receive your instructions concerning disposal of assets in your Account or the relevant Sub-Account, then the Company may transfer investments in your Account or the relevant Sub-Account under your Account to you, or dispose or redeem the investments in your Account or the relevant Sub-Account and pay the proceeds to you, without any liability to you for any loss whatsoever suffered that is attributable to such payments, transfers, sales or redemptions made by the Company in good faith.
- (c) Termination of Dormant Sub-Account(s):  
A Dormant Sub-Account, i.e., plans with no holdings and/or value, may be terminated by the Company or yourself with immediate effect and with notice without reason.

#### F10. Authorisations to CPF Board

##### (a) For CPF-OA monies

- (i) You authorise your CPF Agent Bank to debit or credit your CPF Investment Account for the settlement of approved investments purchased, disposed or redeemed by you, in accordance with the sum of monies specified, including all fees, expenses and bank charges (if any), without needing additional signatures for each future purchase, disposal or redemption.
- (ii) You also authorise the CPF Board to withdraw from your CPF-OA for the credit of your CPF Investment Account the sum of monies specified by the CPF Agent Bank or the Company or the amount determined by the CPF Board for the purchase of approved investments including fees, expenses or bank charges related to the investments and other charges of the CPF Agent Bank.
- (iii) You confirm that you have submitted a Standing Instruction to your CPF Agent Bank. You acknowledge that in the event that any Investment Application cannot be settled by the Company for any reason, including your Standing Instruction not being effective, data discrepancies or insufficient funds or investment holdings in the relevant CPF accounts, your Investment Application may be cancelled at the Company's sole discretion. You agree to absolve the Company from any liability arising from such cancellation. You also acknowledge that charges may be imposed by the CPF Agent Bank (as determined by the CPF Agent Bank) in relation to any Transaction.
- (iv) You consent to the disclosure by the CPF Agent Bank to the Company of any information deemed appropriate by the CPF Agent Bank in connection with the Transactions being processed.

##### (b) For CPF-SA monies

- (i) You authorise the CPF Board to:
  - (1) debit your CPF-SA with the sum of monies specified by the Company or the amount determined by the CPF Board for the purchase of approved investments including fees, expenses or bank charges related to such investments; and
  - (2) credit your CPF-SA with any income or any proceeds arising from your investments under the CPFIS that are received by the company and/or withdrawn, disposed or redeemed by you.
- (ii) You consent to the disclosure by the CPF Board to the Company of any information deemed appropriate by the CPF Board in connection with the Transactions being processed, and further authorise the CPF Board and its appointed agents to have access to and obtain (and authorise the Company to release) any information regarding your Account with the Company.
- (iii) You agree to indemnify the CPF Board and shall keep the CPF Board indemnified against all actions, proceedings, liabilities, claims, damages, expenses or legal costs whatsoever arising out of or in connection with the CPF Board accepting and acting upon this authorisation.
- (iv) You acknowledge that in the event that any Investment Application cannot be settled by the Company for any reason, including data discrepancies or insufficient funds or investment holdings in the relevant CPF accounts, your Investment Application may be cancelled at the Company's sole discretion. You agree to absolve the Company from any liability arising from such cancellation.

#### F11. Authorisations to SRS Operator

- (a) You authorise your SRS Operator to:
  - (i) debit your SRS Account with the sum of monies specified by the Company for the settlement of your indicated investments including fees, expenses or bank charges related to the investments and other approved bank charges under the SRS;
  - (ii) credit your SRS Account with any income or any proceeds arising from your investments that are received by the Company and/or withdrawn, disposed or redeemed by you; and
  - (iii) disclose to the Company any information deemed appropriate by the SRS Operator in connection with the Transactions being processed.
- (b) You acknowledge that in the event that any Investment Application cannot be settled by the Company for any reason, including data discrepancies or insufficient funds in your SRS Account, your Investment Application may be cancelled at the Company's sole discretion. You agree to absolve the Company from any liability arising from such cancellation. You also acknowledge that charges may be imposed by the SRS Operator in relation to Transactions.
- (c) You consent to the disclosure by the SRS Operator to the Company of any information deemed appropriate by the SRS Operator in connection with the Transactions being processed.

#### F12. Accredited Investor

You agree that if you apply for, or if you are otherwise interested in any units/shares in any Restricted Schemes, it will be your responsibility to ensure that:

- (i) You satisfy the requirements set out in s4A(1)(a) of the SFA (as the same may be amended or modified from time to time);
- (ii) You satisfy the requirements set out in s305 of the SFA (as the same may be amended or modified from time to time);
- (iii) You are not prohibited from acquiring such shares by reason of your domicile, nationality or other standing; and
- (iv) You are fully aware or have consulted and been advised by a financial or legal advisor on the terms and risks which may be applicable to the Restricted Schemes.

For Restricted Scheme purchased or subscribed through a Joint Account, you understand that both account holders would need to be Accredited Investors in Singapore or such other relevant persons as may be permitted under the SFA.

#### F13. Miscellaneous

- (a) The Company may modify these Terms and Conditions from time to time by giving you 30 days' notice (or such other period as may be stipulated or agreed by the relevant authorities or as may be necessary to give effect to any regulatory directive or change to applicable laws, regulatory policies or statutory requirements), after which the revised Terms and Conditions will be binding on you. Your continued use of your Account after such modification has come into effect shall be deemed an agreement by you to these Terms and Conditions as so modified. You may obtain the latest version of these Terms and Conditions from your Financial Adviser or the Website.
- (b) No failure, delay, relaxation or indulgence on the part of the Company in exercising any power or right conferred upon it in these Terms and Conditions shall operate as a waiver of such power or right, nor shall any single exercise of any such power or right preclude any other or future exercise thereof, or the exercise of any other power or right under these Terms and Conditions.
- (c) If any provision of these Terms and Conditions is held or interpreted by any governmental authority or court of competent jurisdiction to be illegal or invalid under present or future laws or regulations effective and applicable during the term of these Terms and Conditions, such provisions shall be fully separable and these Terms and Conditions shall be construed if such illegal or invalid provision had never comprised a part of these Terms and Conditions and the remaining provisions of these Terms and Conditions shall remain in full force and effect and shall not be affected by the illegal or invalid provision or by its severance from these Terms and Conditions.
- (d) These Terms and Conditions shall be governed by and construed in accordance with Singapore law. You irrevocably submit to the non-exclusive jurisdiction of the Singapore courts.
- (e) A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B of Singapore) to enforce any provision of these Terms and Conditions, except that the Custodian or any entity appointed by the Company or the Custodian to act as a nominee for your investments shall be entitled to the benefit of the indemnities and exemptions from liability contained in these Terms and Conditions as if it had been a party to these Terms and Conditions.
- (f) In the event that the Company ceases its business activities for any reason whatsoever, the Company shall procure that all your assets and/or monies have been accounted for and returned to you as soon as practicable. If you cannot be contacted or do not give any instructions or make any claim in relation to the said assets and/or monies after a period of six (6) months, the Company shall have the absolute and sole discretion to make arrangements for such assets and/or monies to be paid to and dealt with by the courts of the Republic of Singapore.