

TERMS AND CONDITIONS GOVERNING THE OPERATION OF THE CURRENT ACCOUNT OF THE SPECIFIED INSTITUTION

1. Definitions and Interpretation

In these terms and conditions, unless the subject or context otherwise requires, the following words and expressions shall have the following meanings respectively ascribed to them:

“Agreement” means the Current Account opening form that has been duly submitted by the Specified Institution to MAS and accepted by MAS for the opening of the Current Account and which incorporates these terms and conditions;

“Approved Clearing House” shall have the meaning as ascribed thereto under the Securities and Futures Act (Cap. 289);

“Authorised Person” means a person whose name and specimen signature has been included in the Specified Institution’s Authorised Signatories List;

“Authorised Signatories List” refers to the Specified Institution’s list of authorised signatories under Clause 4 hereunder;

“Bank” shall have the meaning as ascribed thereto under the Banking Act (Cap. 19);

“Business Day” means any day from Monday to Friday except a public holiday or bank holiday in Singapore;

“Cancellation Cutoff Time” shall have the meaning as ascribed thereto in Clause 5.1(c);

“Cancellation Instruction(s)” shall have the meaning as ascribed thereto in Clause 5.1(c);

“Collateral” shall have the same meaning as that defined in the “Terms and Conditions Governing the Operation of the Custody Cash Account of the Specified Institution”;

“CurrencyNet” is the system used to submit online notification requests to the Currency Department of MAS for currency deposits and withdrawals with MAS;

“Current Account” means the Singapore Dollar current account opened and maintained by MAS for the Specified Institution pursuant to Clause 2.3 hereunder;

“Custody Cash Account” means any Singapore Dollar account opened and maintained by MAS for the Specified Institution, in accordance with the Terms and Conditions Governing the Operation of the Custody Cash Account of the Specified Institution;

“Encashment Cutoff Time” shall have the meaning as ascribed thereto in Annex 3;

“Finance Company” shall have the meaning as ascribed thereto under the Finance Companies Act (Cap. 108);

“FNA” refers to the Payment and Settlement Systems (Finality and Netting) Act (Cap. 231)

“Fund Transfer Cutoff Time” shall have the meaning as ascribed thereto in Clause 5.1(a);

“Fund Transfer Instruction(s)” shall have the meaning as ascribed thereto in Clause 5.1(a);

“GST” means the applicable goods and services tax which may from time to time be imposed or charged before, on or after the date hereof by the Comptroller of Goods and Services Tax or other relevant Government authority under the Goods and Services Tax Act (Cap. 117A) (including any subsequent revisions thereto and regulations made thereunder);

“MAS” means the Monetary Authority of Singapore, a body corporate established under the Monetary Authority of Singapore Act (Cap. 186);

“MAS Bills” means any debt securities issued by MAS under the Monetary Authority of Singapore Act (Cap. 186);

“MASNET” means the financial communication network operated by MAS;

“MCB Requirement” means (a) in the case of a Bank, the minimum cash balances which a Bank is required to maintain under the Banking Act (Cap. 19); or (b) in the case of a Finance Company, the minimum cash balances which a Finance Company is required to maintain under the Finance Companies Act (Cap. 108);

“MEPS+” means the New MAS Electronic Payment and Book-Entry System, as described in the Payment and Settlement Systems (Finality and Netting) (Designated System) (New MAS Electronic Payment and Book-Entry System) Order 2006;

“MEPS+ Operating Rules” means the operating rules in relation to MEPS+ which is set out at MAS’ internet website¹, as may be amended from time to time;

“MEPS+ Services” means the services in relation to MEPS+ provided by the operator of MEPS+ in accordance with the New MAS Electronic Payment and Book-Entry System Service Agreement for the Provision of a Real-Time Gross Settlement System;

“NORMS” means the Notes Operations Registration and Management System operated by MAS;

“Notice of Amendment” shall have the meaning as ascribed thereto in Clause 16.2;

“Operational Fees” shall have the meaning as ascribed thereto in Clause 6.1;

“Party” refers to either MAS or the Specified Institution;

“Recognised Clearing House” shall have the meaning as ascribed thereto under the Securities and Futures Act (Cap. 289);

“RTGS” means real-time gross settlement;

¹ <https://www.mas.gov.sg/regulation/payments/meps>

“RTGS Account” in relation to a Specified Institution that is a participant in MEPS+, means the real-time gross settlement account which the Specified Institution has in MEPS+;

“SGS” means Government securities as defined in and issued under the Government Securities Act (Cap. 121A), Treasury Bills as defined in and issued under the Local Treasury Bills Act (Cap. 167), and securities as defined in and issued under the Significant Infrastructure Government Loan Act 2021;

“SGSMB” means SGS, MAS Bills, or both, as the case may be; and

“Specified Institution” means the Bank, Finance Company, Approved Clearing House, Recognised Clearing House or any other institution that is party to the Agreement. For the avoidance of doubt, “Specified Institution” does not include MAS;

“SWIFT” means the Society for Worldwide Interbank Financial Telecommunication SCRL, a society established and registered in Belgium that has set up an international value-added transport network for the provision of SWIFT Messaging Services; and

“SWIFT Messaging Services” means the messaging services provided by SWIFT to support access by the Specified Institution to MEPS+ Services.

2 The Current Account

- 2.1 The Current Account shall be used for the maintenance of the Specified Institution’s cash balances with MAS.
- 2.2 To open the Current Account, the Specified Institution shall submit to MAS a completed Current Account opening form which may be obtained from MAS.
- 2.3 MAS shall, upon MAS’ receipt of the Specified Institution’s completed Current Account opening form, open and maintain a Current Account in the name of the Specified Institution into which the Specified Institution may deposit cash.
- 2.4 If the Specified Institution is subject to the MCB Requirement, the cash balances in the Current Account and where applicable, the Custody Cash Account shall be used to meet the MCB Requirement.
- 2.5 If the Specified Institution is a participant in MEPS+, funds in excess of the MCB Requirement in its Current Account shall be transferred to its RTGS Account at the start of a Business Day, and used for the settlement of RTGS payments. Any balance remaining in the Specified Institution’s RTGS Account at the end of the operating hours of MEPS+ on the same business day shall be transferred back to the Current Account.

3 Interest

The Current Account shall not be overdrawn and is not interest bearing.

4 Authorised Signatories List

4.1 For the purposes of operating the Current Account with MAS, the Specified Institution shall:

- (a) in the case where the Specified Institution is incorporated in Singapore, provide to MAS, a board of directors' resolution or a duly executed power of attorney which has been deposited in the Registry of the Supreme Court of Singapore, identifying the person(s) who are empowered to perform all acts on behalf of the Specified Institution in relation to the Specified Institution's Current Account with MAS, including the submission and subsequent revision by such person(s) of:
 - (i) its list of authorised signatories, for all matters other than the issuance of manual instructions (which instructions include, in the case where the Specified Institution is not a participant in MEPS+, Fund Transfer Instruction(s) and Cancellation Instruction(s)); and
 - (ii) its list of authorised signatories completed in accordance with the format set out in Annex 1, for the issuance of manual instructions (which instructions include, in the case where the Specified Institution is not a participant in MEPS+, Fund Transfer Instruction(s) and Cancellation Instruction(s)); or
- (b) in the case where the Specified Institution is formed, incorporated or established outside Singapore, provide to MAS, a duly executed power of attorney which has been deposited in the Registry of the Supreme Court of Singapore, identifying the person(s) who are empowered to perform all acts on behalf of the Specified Institution in relation to the Specified Institution's Current Account with MAS, including the submission and subsequent revision by such person(s) of:
 - (i) its list of authorised signatories, for all matters other than the issuance of manual instructions (which instructions include, in the case where the Specified Institution is not a participant in MEPS+, Fund Transfer Instruction(s) and Cancellation Instruction(s)); and
 - (ii) its list of authorised signatories completed in accordance with the format set out in Annex 1, for the issuance of manual instructions (which instructions include, in the case where the Specified Institution is not a participant in MEPS+, Fund Transfer Instruction(s) and Cancellation Instruction(s)).

4.2 MAS shall be entitled to rely upon the identity and authority of each signatory identified by the Specified Institution in accordance with Clause 4.1 unless MAS receives written notice providing the contrary:

- (a) where the Specified Institution provided a board of directors' resolution pursuant to Clause 4.1(a), in accordance with the procedure for change of authorised signatories as set out in the board of directors' resolution, or in the absence of such procedure, in a fresh board of directors' resolution; or

- (b) where the Specified Institution provided a power of attorney pursuant to either Clauses 4.1(a) or 4.1(b), in accordance with the procedure for change of authorised signatories as notified by the person(s) empowered under the power of attorney to perform all acts on behalf of the Specified Institution in relation to the Specified Institution's Current Account with MAS,

and any such written notice issued by any of the persons referred to in sub-clause (a) or (b) shall be deemed to be given by the Specified Institution respectively.

5 Instructions

5.1 Where the Specified Institution is not a participant in MEPS+, the Specified Institution shall issue instructions to MAS in the manner specified below:

- (a) The Specified Institution may issue fund transfer instructions by
 - (i) SWIFT MT202; or
 - (ii) in writing
 - a. if it is not connected to the SWIFT network, or
 - b. if there is a SWIFT network communications failure, or
 - c. for any other reason, provided that prior written approval has been obtained from MAS by the Specified Institution.

signed by the authorised signatories listed in Annex 1 ("Fund Transfer Instruction(s)") and shall deliver such instructions to the Finance Department of MAS by 1600 hours ("Fund Transfer Cutoff Time") for same-day fund transfer. Only balances in the Current Account in excess of the MCB Requirement if any, may be transferred out. In addition, MAS will not input customer information on behalf of the Specified Institution other than the beneficiary account to which the funds will be transferred into. A Specified Institution that issues a Fund Transfer Instruction(s) to MAS by SWIFT MT202 shall monitor the SWIFT MT298 acknowledgement message from MAS in response thereto.

- (b) The Specified Institution shall specify clearly in the Fund Transfer Instruction(s) sent to MAS the value date, amount and beneficiary account to which the funds will be transferred into. The formats for the Fund Transfer Instruction(s) issued by SWIFT MT202 and in writing signed by authorised signatories, are set out in Annexes 2A and 2B respectively.
- (c) The Specified Institution may cancel its Fund Transfer Instruction(s) sent to MAS by issuing a cancellation instruction by SWIFT MT199 or in writing signed by the authorised signatories listed in Annex 1 ("Cancellation Instruction(s)") and delivering such instructions to the Finance Department of MAS by 1600 hours at least one (1) Business Day before the value date indicated in the Fund Transfer Instruction(s) ("Cancellation Cutoff Time").
- (d) The Specified Institution shall specify clearly in the Cancellation Instruction(s) sent to MAS the value date, amount and beneficiary account that were set out in the Fund Transfer Instruction(s) that the Specified Institution intends to

cancel. The format for the Cancellation Instruction(s) issued by SWIFT MT199 and in writing signed by authorised signatories, is set out in Annex 2C.

- 5.2 Where the Specified Institution is not a participant in MEPS+, the Specified Institution understands and accepts that communication by instruction in writing signed by authorised signatories is not a secure method of communication and may be lost, destroyed, corrupted or delayed in transmission.
- 5.3 Where the Specified Institution is not a participant in MEPS+, MAS is authorised to accept and rely upon any Fund Transfer Instruction(s) or Cancellation Instruction(s) given to it, or which MAS believes in good faith to have been given to it, by an Authorised Person.
- 5.4 Where the Specified Institution is not a participant in MEPS+, MAS may assume (without duty of inquiry) that the Fund Transfer Instruction(s) or Cancellation Instruction(s) received by MAS from the Specified Institution are not inconsistent with the provisions of the organisational documents of the Specified Institution or of any vote, resolution or proceeding of the Specified Institution.
- 5.5 Without prejudice to the generality of Clauses 11 and 12, MAS shall have no liability to the Specified Institution or its customers for any loss or damage howsoever caused to the Specified Institution or its customers as a result of MAS giving effect, or failing to give effect, to any instructions issued by the Specified Institution to MAS (whether or not it is a genuine instruction by the Specified Institution or by an authorised signatory of the Specified Institution), including any Fund Transfer Instruction(s) or Cancellation Instruction(s) issued under Clause 5.1, or which contains any error, or which has been corrupted or otherwise distorted or altered during the course of transmission to MAS, unless MAS or the relevant officer, employee or person acting under the direction of MAS has been found to have committed a reckless act or omission, or intentional misconduct (including fraudulent acts), in a final decision made by a court in Singapore. In addition, the Specified Institution shall fully indemnify MAS and keep MAS fully indemnified against all losses, actions, claims, damages, costs and charges incurred or suffered by MAS as a result of MAS acting upon any instructions issued by the Specified Institution to MAS (whether or not it is a genuine instruction by the Specified Institution or by an authorised signatory of the Specified Institution), including any Fund Transfer Instruction(s) or Cancellation Instruction(s) issued under Clause 5.1, or which contains any error, or which has been corrupted or otherwise distorted or altered during the course of transmission to MAS.
- 5.6 Where the Specified Institution is not a participant in MEPS+, MAS may process Fund Transfer Instruction(s) and Cancellation Instruction(s) from the Specified Institution after the Fund Transfer Cutoff Time and Cancellation Cutoff Time respectively on a “reasonable-efforts” basis and MAS shall not be liable if MAS is unable to process the Fund Transfer Instruction(s) or Cancellation Instruction(s) on time.
- 5.7 Where the Specified Institution is not a participant in MEPS+, the relevant provisions of the MEPS+ Operating Rules shall apply to the transfers of the Specified Institution which are settled in MEPS+.
- 5.8 Where the Specified Institution is not a participant in MEPS+, every Fund Transfer Instruction, including system-generated Fund Transfer Instruction relating to the

allotment of SGSMB to the Specified Institution, or Cancellation Instruction, shall be charged at S\$35.00, exclusive of GST.

- 5.9 Where the Specified Institution is a participant in MEPS+, the Specified Institution shall input its payment instructions directly into MEPS+ in accordance with the MEPS+ Operating Rules.
- 5.10 If the Specified Institution is eligible for encashment, the Specified Institution shall deliver requests for encashment in accordance with the procedure set out in Annex 3. MAS shall process requests for encashment from the Specified Institution after the Encashment Cutoff Time on a “reasonable-efforts” basis and MAS shall not be liable if MAS is unable to process the requests on time.
- 5.11 If the Specified Institution is eligible to make the deposit referred to in this Clause 5.11, before the amount of deposit can be credited into the RTGS Account of the Specified Institution on a Business Day, the Specified Institution shall:
- (a) notify the Currency Department of MAS of the amount of deposit intended to be credited before 0830 hours of that Business Day; and
 - (b) deliver the deposit to the Currency Department of MAS by 1630 hours on that Business Day.

In the event that the Specified Institution does not comply with the requirements in either sub-paragraph (a) or (b) above, MAS shall have the discretion to credit the amount of deposit on that Business Day or the Business Day when the requirements in sub-paragraphs (a) and (b) are satisfied.

- 5.12 The Specified Institution authorises MAS to debit its Current Account or its RTGS Account in accordance with instructions that MAS may receive from the Specified Institution through CurrencyNet (where applicable), or by SWIFT MT202 or MT199, or in writing signed by the authorised signatories listed in Annex 1.

5A FAST Default Arrangement

- 5A.1 Where Collateral from the Specified Institution’s Custody Cash Account is transferred to the Current Account pursuant to Rule 11.10(b) of the MEPS+ Operating Rules and Clause 6A.1 of the Terms and Conditions Governing the Operation of the Custody Cash Account of the Specified Institution, MAS is authorized to, automatically and without reference to any other person or entity, transfer the aforesaid Collateral from the Specified Institution’s Current Account to the Specified Institution’s RTGS Account, for the purposes of covering the Specified Institution’s net debit position in its RTGS Account, in accordance with Rules 11.10(b) and 11.10A of the MEPS+ Operating Rules.

6. Payment of Fees and Charges

- 6.1 Where in MAS’ opinion, the need arises due to any reasons whatsoever, MAS shall be entitled to impose fees and charges, including GST (“Operational Fees”) for the operation of the Current Account, which may be varied in writing from time to time.

The Operational Fees shall be directly debited from the Current Account of the Specified Institution in consideration of MAS continuing to operate the Current Account for the benefit of the Specified Institution. MAS shall give the Specified Institution not less than thirty (30) days' notice in writing before the imposition or variation of the Operational Fees comes into effect, and the Specified Institution shall maintain sufficient funds in the Current Account to pay the Operational Fees.

6.2 MAS shall also have the right, at any time, to directly debit the Current Account of the Specified Institution for such fees and charges and for all amounts due and owing to MAS, including but not limited to:

- (a) fees and charges relating to the operation of MEPS+, NORMS and MASNET;
- (b) fees and charges relating to SGSMB transactions, for example, penalties for failing to meet minimum bid amount at SGSMB auctions and fees resulting from failed settlement of Enhanced Repo Facility trades;
- (c) licence fees;
- (d) penalties for shortfalls in minimum cash balances, minimum liquid assets and minimum asset maintenance requirements as required under the Banking Act (Cap. 19);
- (e) penalties for shortfalls in minimum cash balances and minimum liquid assets requirements as required under the Finance Companies Act (Cap. 108); and
- (f) administrative fees for failing to settle their cheque, Inter-Bank GIRO or FAST transaction(s) before the end of the respective funding period as described in the MEPS+ Operating Rules which relate to the clearing of cheque, inter-Bank GIRO and FAST transactions.

6.3 The Specified Institution shall maintain sufficient funds in the Current Account for the direct debits.

6.4 Notwithstanding any clause in the Agreement, before a Party may terminate the Current Account, the Specified Institution shall be required to discharge all its liabilities, including settling payment of all outstanding expenses, fees and charges, due and owing to MAS. Without prejudice to Clause 15, MAS reserves the right to set off such liabilities against the credit balances in the Specified Institution's Current Account.

7 Statement of Account

The Specified Institution shall be responsible for checking its statement of account to ensure that the debit and credit entries posted to the Current Account are correct. The Specified Institution shall notify MAS of any entry that is incorrect. If MAS receives any notice from the Specified Institution that any entry in the Specified Institution's statement of account is incorrect within one (1) Business Day after the date the entry was posted and MAS is of the view that the entry is incorrect, MAS shall adjust the entry in the Current Account of the Specified Institution within such time as is reasonably practicable. If MAS receives such notice from the Specified Institution

outside the stipulated period and MAS is of the view that the entry is incorrect, MAS may, at its sole discretion, adjust the entry.

8 Right to Delegate

Each Party may, upon written notice to the other Party, sub-contract or delegate to any other person or body corporate the performance, or observance of any part of its responsibilities, obligations or undertakings in relation to the operation of the Current Account.

9 Duration

The Agreement shall take effect on and from –

- (a) where the Specified Institution executed the Agreement prior to the launch of MEPS+, 9 December 2006; and
- (b) where the Specified Institution entered into the Agreement after the launch date of MEPS+ (being 9 December 2006), the date on which the Current Account is opened for the Specified Institution, as notified in writing to the Specified Institution by MAS,

and shall continue in force until the Agreement is terminated in accordance with Clause 10.

10 Suspension or Termination

- 10.1 Each Party may terminate the Agreement by giving the other Party at least thirty (30) days' written notice (except as otherwise provided in Clause 16.3) prior to the date specified for such termination to take effect; provided that where the Specified Institution is a Bank, its right to terminate the Agreement shall be subject to the provisions of the Banking Act (Cap. 19) and any requirement that MAS may impose under that Act, and further provided that where the Specified Institution is a Finance Company, its right to terminate the Agreement shall be subject to the provisions of the Finance Companies Act (Cap. 108) and any requirement that MAS may impose under that Act.
- 10.2 Notwithstanding Clause 10.1, MAS may, in its absolute discretion, suspend the Agreement temporarily or indefinitely instead of terminating the Agreement. In particular, MAS may suspend the Agreement by reason of any circumstance or reason beyond MAS' control. Further, MAS may immediately suspend or immediately terminate the Agreement under any of the following circumstances:
 - (a) on the grounds of national or public interest, public security or safety;
 - (b) where applicable, upon failure of the Specified Institution to pay any fee or charge or other sum due to MAS, as referred to in the Agreement;
 - (c) if the Specified Institution is being or has been wound up;

- (d) if the Specified Institution is placed under judicial management pursuant to a judicial management order of the court or a resolution passed under section 94(11) of the Insolvency, Restructuring and Dissolution Act;
- (e) if the Specified Institution has a receiver or receiver and manager appointed;
- (f) if the Specified Institution enters into or has had an application made to enter into a compromise or arrangement with its creditors or any class of them, or with its members or any class of them;
- (g) if the Specified Institution, being a Bank, has its licence revoked by MAS under the Banking Act (Cap. 19);
- (h) if the Specified Institution, being a Finance Company, has its licence revoked by MAS under the Finance Companies Act (Cap. 108);
- (i) if the Specified Institution, being any other entity that is licensed, approved, registered, recognised or authorised by MAS under any written law that is administered by MAS, has its licence, approval, registration, recognition or authorisation revoked or cancelled by MAS, as the case may be;
- (j) if the Specified Institution is an Approved Clearing House or a Recognised Clearing House, and MAS exercises any one or more of the powers specified in section 81SAA of the Securities and Futures Act (Cap. 289) with respect to such Specified Institution; or
- (k) if the Specified Institution fails to comply with, observe or perform any of these terms and conditions, whether or not any other action is taken by MAS under these terms and conditions, and whether or not such failure has been determined in any such other action.

10.3 MAS shall notify the Specified Institution of any decision under Clause 10.2 as soon as practicable.

10.4 In the event that MAS suspends the Agreement as a result of the occurrence of any of the events set out under Clause 10.2, unless as set out in Clause 10.4A, all pending, queued, forward-dated transactions from or to the affected Specified Institution's Current Account at the point of suspension shall be cancelled, and all new transactions initiated by the affected Specified Institution from or to its Current Account after such suspension shall be rejected. MAS may nonetheless accept and process such transactions as it may in its sole discretion determine.

10.4A In the event that MAS suspends the Agreement as a result of the occurrence of any of the events set out under Clause 10.2(c) or (d), the FAST Default Arrangement set out in Clause 5A.1 will continue to apply.

10.4B In the event that any of the events set out under Clause 10.2(c) or (d) occurs, and MAS intends to terminate the Agreement, such termination shall only be effective after the transactions as set out in Rule 26.4 of the MEPS+ Operating Rules have been carried out by MAS in accordance with Section 12 of the FNA.

- 10.5 Upon the effective date of termination pursuant to either Clause 10.1 or 10.2, the cash deposited by the Specified Institution under the Agreement shall be released and transferred to such person as may be designated in writing by the Specified Institution, whereupon all MAS obligations under the Agreement shall cease and terminate. If no such person has been designated by such date, all obligations of MAS under the Agreement shall, nevertheless, cease and terminate upon such effective date of termination. MAS' responsibility thereafter shall be to keep safely all cash then held by it and to deliver the same to a person designated by the Specified Institution, subject to such conditions or restrictions as MAS may impose under the Banking Act (Cap. 19) or the Finance Companies Act (Cap. 108).
- 10.6 The termination of the Agreement shall not affect the liability of any Party to pay any sum that may be due from that Party to the other Party under the Agreement. Clauses 11 and 12 shall survive termination of the Agreement.

11 Liabilities of MAS

- 11.1 MAS, its officers and employees, and any person acting under the direction of MAS, shall not be liable for any loss or damage howsoever caused to the Specified Institution or its customers resulting from the operation of the Current Account with MAS, unless MAS or the relevant officer, employee or person acting under the direction of MAS has been found to have committed a reckless act or omission, or intentional misconduct (including fraudulent acts), in a final decision made by a court in Singapore. For the avoidance of doubt, MAS shall not be liable for any losses, actions, claims, costs, charges, expenses or liabilities incurred or suffered by the Specified Institution or its customer as a result of any action taken or omitted in good faith by MAS, its officers or employees, or any person acting under the direction of MAS.
- 11.2 MAS, its officers and employees, and any person acting under the direction of MAS, shall not be liable to the Specified Institution or its customers for any loss or damage caused by any machine or hardware malfunction, software defect, malware, unauthorised computer code, electrical, electronic, SWIFT-related, telecommunication, electrical power supply or other technical fault or failure, to the extent that such malfunction, defect, malware, unauthorised computer code, fault, failure or cause did not result from the reckless act or omission, or the intentional misconduct of, MAS, its officers, employees, or persons acting under its direction.
- 11.3 Notwithstanding any other Clause in this Agreement, under no circumstances shall MAS, its officers or employees, or any person acting under the direction of MAS, be liable for any loss or damage howsoever caused, to the Specified Institution or its customers as a result of or in connection with:
- (a) circumstances outside the control of MAS, including but not limited to acts of God, war, acts of terrorism, riot, sabotage, natural disaster, epidemics or pandemics, industrial action or criminal activity; or
 - (b) any fault, default, act, omission, negligence, fraud, dishonesty or misconduct of a Specified Institution or its customer, or any person acting on behalf of or under the direction of the Specified Institution or its customers; or

- (c) any delay, omission or error in carrying out the FAST Default Arrangement under Clause 5A.1; or
 - (d) the usage of the SWIFT Messaging Services, including but not limited to any loss or damage that may result from:
 - (i) the unavailability or deficiency in the SWIFT Messaging Services relating to the delivery and receipt of messages or instructions or the authentication mechanism that may be provided by SWIFT; or
 - (ii) any negligent act or omission or wilful default by SWIFT. ; or
 - (e) unauthorised or erroneous transfers from the Current Account by the Specified Institution or its officer or employee; or
 - (f) the breach or non-observance by the Specified Institution of this Agreement.
- 11.4 If any claim is made against MAS and the same is proved to have resulted or arisen from any of the causes stated in Clause 11.3 with respect to the Specified Institution or its customers , the Specified Institution shall take reasonably appropriate action or proceedings to restrain the claimant or otherwise to keep MAS harmless from the claim, and shall indemnify MAS fully in accordance with Clause 12.1.
- 11.5 In all cases where the Specified Institution or its customers has suffered any damage or loss which is recoverable under Clause 11.1 or Clause 11.2, MAS shall not be liable for any collateral, indirect, consequential or special loss or damage however caused, whether or not MAS knew or ought to have known that such loss of profits or consequential or special loss or damage would be likely to be suffered or incurred.

12 Indemnification of MAS

- 12.1 Notwithstanding the termination of this Agreement, the Specified Institution shall fully indemnify and keep MAS, the relevant officer, employee or person acting under the direction of MAS fully indemnified at all times against any and all losses, actions, claims, damages, costs and charges, including legal costs and charges, expenses and liabilities incurred or suffered by MAS, the relevant officer, employee or person acting under the direction of MAS, arising directly or indirectly out of or in connection with the Agreement.
- 12.2 For the purposes of this clause, the “liabilities” includes duties and obligations of every description, whether present or future, actual or contingent.

13 Settlement of Disputes

- 13.1 Any difference or dispute which may arise at any time between the MAS and the Specified Institution concerning the existence, validity, termination or true construction of the Agreement or the rights and liabilities of the Parties hereto shall in the first instance be referred to mediation in accordance with the rules of the Singapore Mediation Centre.

- 13.2 Any Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 13.1. Failure to comply with the foregoing shall be deemed to be a breach of the Agreement.
- 13.3 In the event that the mediation is unsuccessful, the difference or dispute shall be resolved by reference to arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC”) for the time being in force or by court proceedings as elected by MAS.
- 13.4 MAS may make the election on its own accord by written notice to the Specified Institution or shall make the election within thirty (30) days of the receipt of the Specified Institution’s written notice which shall:
- (a) state the specific dispute or difference to be resolved and the nature of such dispute or difference; and
 - (b) include a request that MAS makes an election whether the dispute or difference as stated shall be resolved by reference to arbitration or by court proceedings.
- 13.5 Should MAS fail to make the election within thirty (30) days of the receipt of the written notice by the Specified Institution, the dispute or difference shall be resolved by litigation before a Singapore court of competent jurisdiction.
- 13.6 Neither Party may commence any action in court before MAS has made the election. In the event that MAS elects to resolve the dispute or difference by court proceedings, the Parties agree to submit to the exclusive jurisdiction of the Singapore courts.
- 13.7 In the event that the matter is referred to arbitration, MAS may elect to refer to arbitration all or any part of the dispute or difference as stated by the Specified Institution in its written notice. Reference to arbitration in Singapore shall be in the English language in accordance with the Arbitration Rules of the SIAC for the time being in force which rules are deemed to be incorporated by reference into this clause.
- 13.8 The commencement of any arbitration proceedings shall in no way affect the continual performance of the respective obligations of the Specified Institution and MAS under the Agreement.
- 13.9 The arbitral tribunal shall consist of one (1) arbitrator to be agreed upon between the Parties. Either Party may propose the name or names of one or more persons who may serve as arbitrator. If no agreement is reached within thirty (30) days after receipt by one Party of a proposal from the other, the arbitrator shall be appointed by the Chairman of the SIAC.
- 13.10 An arbitrator appointed pursuant to this Clause shall have the full power to open up, review and revise any certification, opinion, decision, requirement or notice and to determine all matters in dispute or difference which shall be submitted to him, subject to any provision of the Agreement which may constitute a decision or certificate or other document as final or binding or any document or event or omission as barring or preventing a claim being advanced by one Party against the other.
- 13.11 Any reference to arbitration under this clause shall be a submission to arbitration within the meaning of the Arbitration Act (Cap. 10) for the time being in force in Singapore.

- 13.12 The application of Part II of the International Arbitration Act (Cap. 143A), and the Model Law referred thereto, to the Specified Institution is hereby excluded.
- 13.13 Nothing in this Clause 13 shall preclude any Party from applying for interlocutory relief or other such orders from any court of competent jurisdiction.

14 Notices and Communications

- 14.1 All instructions, notices, letters and other communications shall be given in writing, and unless otherwise provided, shall be delivered by hand, facsimile, domestic or international mail, e-mail, SWIFT MT or such other means as MAS may determine from time to time to such address as the Specified Institution may notify MAS in writing, or as MAS may notify the Specified Institution in writing.
- 14.2 All such instructions, notices, letters or communications may be delivered by any of the means specified below and shall be deemed to have been duly delivered:
- (a) if sent by hand, when received;
 - (b) if sent by facsimile, when duly transmitted to the facsimile number of the addressee for the time being applicable;
 - (c) if sent by international mail, ten (10) Business Days after the date of posting;
 - (d) if sent by domestic mail to a Singapore address, two (2) Business Days after the date of posting;
 - (e) if sent by e-mail, two (2) Business Days after the date of transmission to the e-mail address for the time being applicable;
 - (f) if sent by SWIFT MT, when the SWIFT MT message has been acknowledged and received by SWIFT for transmission to the intended Party.

PROVIDED ALWAYS that any instruction, notice, letter or communication under Clause 5.1 (in the case of a Fund Transfer Instruction(s) or Cancellation Instruction(s) that is issued in writing and signed by the authorised signatories listed in Annex 1) or Clause 10 shall not be regarded as having been duly delivered unless sent by hand or by mail.

15 Lien and Set-off

- 15.1 In addition to any general lien or other rights to which MAS may be entitled under any applicable law, and to the greatest extent permitted by and without restriction imposed under applicable law, MAS shall have a general lien on and (without notice to the Specified Institution) a right to set off, realise or apply or to otherwise dispose of all monies in the Current Account in satisfaction of all liabilities and obligations (whether actual or contingent and in whatever currency) of the Specified Institution to MAS.

- 15.2 The Specified Institution shall not, without the express prior written consent of MAS, assign, charge or otherwise encumber the Current Account or any cash balance therein, and shall not permit such encumbrances to exist.

16 Construction and Amendment

- 16.1 These terms and conditions supersede all previous terms and conditions and all cash deposited by the Specified Institution with MAS under such previous terms and conditions shall be deemed to form part of the cash deposited by the Specified Institution under the Agreement.
- 16.2 MAS reserves the right, from time to time and at any time, to amend these terms and conditions by deleting, substituting or adding to any of these terms and conditions, and where any amendment is made, MAS shall give the Specified Institution notice in writing of the amendment (“Notice of Amendment”) at least thirty (30) days before the day the amendment becomes effective and binding.
- 16.3 Where the Specified Institution does not wish to continue to maintain a Current Account with MAS after a Notice of Amendment has been given, it shall notify MAS in writing of its intention to terminate the Current Account within fourteen (14) days of the date of the Notice of Amendment and the Current Account shall be terminated on the day the amendment becomes effective and binding or at the end of the period stipulated in the notice of termination issued by the Specified Institution in accordance with Clause 10.1, whichever is earlier. Where no such notice is given by the Specified Institution within the fourteen (14)-day period, the Specified Institution shall be deemed to have accepted and consented to the terms and conditions as amended on the date they become effective, and shall be bound by them as of the date of the amendments becoming effective as if the Specified Institution had originally agreed to such amendments.
- 16.4 Notwithstanding Clauses 16.2 and 16.3, MAS may cause any amendment to these terms and conditions to become effective and binding upon the Specified Institution at any time if MAS determines, at its discretion, that exigent circumstances exist which require that such amendment becomes effective for the protection of MAS, national or public interest, public security or safety or for the Specified Institution to comply with legal or regulatory requirements, provided always that this Clause 16.4 shall not apply to any amendment which would have the effect of rendering transactions settled under MEPS+ no longer final and irrevocable.
- 16.5 Notwithstanding any amendment referred to in this Clause 16, the terms and conditions applicable prior to the amendment shall apply and continue to apply to anything done by the Specified Institution or MAS, or any event which has happened, as the case may be, before the amendment becomes effective, and for that purpose, any such amendment shall not have the effect of terminating the Current Account.

17. Headings

Headings and subheadings in the Agreement are inserted for convenience of reference only and are not to be considered in the construction of its provisions.

18. Severability

The illegality, invalidity or unenforceability of any provision of the Agreement under the law of any jurisdiction shall not affect the legality, validity or enforceability of any other provision.

19. Waiver

Any failure by MAS to exercise its right or remedy in respect of any breach of any term of the Agreement shall not be construed as a waiver of that term or preclude MAS from subsequently enforcing the term or in any way prejudice the rights of MAS under the Agreement.

20. Governing Law

The Agreement shall be governed by and construed in accordance with the laws of Singapore.

To: Settlements Division
 Finance Department
 The Monetary Authority of Singapore
 10 Shenton Way #27-00
 MAS Building
 Singapore 079117

Date: _____

From: _____
 (Name of Institution)

Member Code: _____ 4-digit Bank Code: _____

AUTHORISED SIGNATORIES LIST FOR MANUAL INSTRUCTIONS, INCLUDING FUND TRANSFER AND CANCELLATION INSTRUCTIONS, TO MAS

Effective Date of this list: _____

For the purpose of Clause 4.1(a)(ii)/4.1(b)(ii), manual instructions , including Fund Transfer Instruction(s) and Cancellation Instruction(s)¹ to MAS submitted in hardcopy, MASNET or physical electronic storage media shall be deemed to be proper and authorised if signed by any two signatories/one signatory each from group A and B*. The Specified Institution should take into account its operational and internal control requirements when determining the number of authorised signatories to be submitted to MAS. MAS' agreement is required if the Specified Institution intends to submit more than 8 signatories.

Group (A or B)	Name	Designation	Specimen Signature

* Delete whichever is not applicable. If there are no deletions made, it shall be deemed to be "any two signatories". Any deviation from this requirement is subject to MAS' prior written consent.

Authenticated by the undersigned:

 Authorised Signature(s)²

 Name(s) of Authorised Signatory(ies)

¹ For the avoidance of doubt, Cancellation Instruction(s) are only applicable where the Specified Institution is not a participant in MEPS+.

² Please ensure that the authorised signatory(ies) are duly authorised in accordance with Clauses 4.1 or 4.2.

1. The format of the SWIFT MT202 Fund Transfer Instruction(s) that the Specified Institution that is not a participant in MEPS+ may issue to MAS is as follows:

S/N	SWIFT Field Tag/Name	Usage Description	Contents/Option	Usage Requirements	Example
1.	Sender	Paying member		Must be the Specified Institution's (that is not a participant in MEPS+) valid SWIFT BIC.	ZYSESGSG
2.	Receiver	Receiving member		Must be MAS' BIC.	MASGSGSG
3.	Block 3 field 103: Service Identifier	MEPS+ service identifier	3!a	Must be blank.	
4.	Block 3 field 108: MUR	Message user reference (MUR)	16x	A free-format field in which users may specify their own reference of up to 16 characters of the permitted character set.	Txn01
5.	Block 3 field 113: Banking Priority	Indicates transaction type, which determines the priority level of the transaction, as well as whether the transaction should be held for settlement	4!x	This field is optional. Regardless of the priority indicated in the SWIFT MT202 message, the SWIFT MT202 message formatted by MAS on behalf of the Specified Institution will continue to be tagged under MAS priority.	

S/N	SWIFT Field Tag/Name	Usage Description	Contents/ Option	Usage Requirements	Example
6.	20: Transaction Reference Number	Sender's own reference number	16x	Suggested format: XXXXYYZ where “XXXX” is the 4-digit bank code, “YY” is the calendar date which the instruction is sent to MAS and “Z” is the sequence number. MEPS+ will only take into account the first 7 characters entered in this field. Where more than 1 instruction for the same value date is sent on the same day, the Transaction Reference Numbers of those instructions cannot be the same. Instructions will be rejected due to duplication otherwise.	:20:5502261 For the first instruction sent by ZYSESGSG (bank code 5502) on 26 Feb 2014.
7.	21: Related Reference	A reference to the related transaction	16x	For information only.	:21:TESTNP
8.	32A: Value Date/ Currency/ Interbank Settled Amount	Intended value date, currency and amount of transaction	6!n3!a15d	The value date must be the current value date or future value date up to seven calendar dates. Backdated transactions will not be accepted.	:32A:140226SGD3000,00
9.	52D: Ordering Institution	The ordering institution when other than the Sender of the message	D Option D [/1!a]/[34x] 4*35x	Must be the Specified Institution's 8-digit CAS Current Account number.	:52D:/55020100 ZYSESGSG

S/N	SWIFT Field Tag/Name	Usage Description	Contents/ Option	Usage Requirements	Example
10.	53A: Sender's Correspondent	The account or branch of the Sender or another financial institution through which the Sender will reimburse the Receiver.	<p>A, B or D</p> <p>Option A [1!a][34x] 4!a2!a2!c[3!c]</p> <p>Option B [1!a][34x] [35x]</p> <p>Option D [1!a][34x] 4*35x</p>	This field is optional. It is not used as this field is not copied to SWIFT MT096. It is also not mapped to the SWIFT MT202 formatted by MAS on behalf of the Specified Institution.	
11.	54A: Receiver's Correspondent	The branch of the Receiver or another financial institution at which the funds will be made available to the Receiver.	<p>A, B or D</p> <p>Option A [1!a][34x] 4!a2!a2!c[3!c]</p> <p>Option B [1!a][34x] [35x]</p> <p>Option D [1!a][34x] 4*35x</p>	This field is optional. It is not used as this field is not copied to SWIFT MT096. It is also not mapped to the SWIFT MT202 formatted by MAS on behalf of the Specified Institution.	

S/N	SWIFT Field Tag/Name	Usage Description	Contents/ Option	Usage Requirements	Example
12.	56A: Intermediary Institution	The financial institution, between the Receiver and the account with institution, through which the transaction must pass.	A or D Option A [1!a]/[34x] 4!a2!a2!c[3!c] Option D [1!a]/[34x] 4*35x	This field is optional. It is not used as this field is not copied to SWIFT MT096. It is also not mapped to the SWIFT MT202 formatted by MAS on behalf of the Specified Institution.	
13.	57A: Account With Institution	The financial institution, when other than the Receiver, which will pay or credit the beneficiary institution	A Option A [1!a]/[34x] 4!a2!a2!c[3!c]	Must be a participant in MEPS+.	:57A:ZYSBSGSG
14.	58A: Beneficiary Institution	The financial institution which has been designated as the ultimate recipient of the funds being transferred	A or D Option A [1!a]/[34x] 4!a2!a2!c[3!c] Option D [1!a]/[34x] 4*35x	The financial institution which has been designated as the ultimate recipient of the funds being transferred which may or may not be the Specified Institution's account with the participant in MEPS+, the participant in MEPS+ itself, etc. MAS will not input customer information on behalf of the Specified Institution other than the beneficiary account to which the funds will be transferred into.	:58A:/123-045-6789 ZYSBSGSG <i>or</i> :58A:ZYSBSGSG <i>or</i> :58D:/123-045-6789 ZYSB Bank <i>or</i> :58D:/ZYSB Bank
15.	72: Sender to Receiver Information	Additional information for the Receiver	6*35x	Line 1 must be "/REC/NONP TRF". Failure to indicate this will result in failure of the SWIFT MT202 Fund Transfer Instruction to be straight through processed.	/REC/NONP TRF

2. The Specified Institution shall be responsible for monitoring the processing status of its SWIFT MT202 Fund Transfer Instruction(s), and may do so by checking the SWIFT MT298 acknowledgment message it receives from MAS in response to the SWIFT MT202 Fund Transfer Instruction(s).
3. Upon successful straight through processing of its SWIFT MT202 Fund Transfer Instruction(s), the Specified Institution will receive a SWIFT MT298 as follows:

S/N	SWIFT Field Tag/Name	Usage Description	Usage Requirements	Example
1.	Sender	Paying member	MAS' BIC	MASGSGSG
2.	Receiver	Receiving member	The Specified Institution's BIC	ZYSESGSG
3.	20: Transaction Reference Number	Field 20 of original MT202 message which is sent to MASGSGSG by the Specified Institution	Must be unique for the sender	:20:TEST001
4.	12: Sub-Message Type	Type of transaction	"005" for notification to the Specified Institution of the straight through processing status of its SWIFT MT202 Fund Transfer Instruction(s)	:12:005
5.	77E: Proprietary Message	Acknowledgement status of the transaction	<ul style="list-style-type: none"> ▪ Contains details of the MT202 sent by the payer (Specified Institution) ▪ 52: Only line 2 will be copied ▪ 58: Only line 2 will be copied ▪ 79: For status of the transaction 	:77E: :20:TEST001 :21:TESTNP :32A:140226SGD3000,00 :52D:ZYSESGSG :58A:ZYBSGSG :79:PASS

4. Upon unsuccessful straight through processing of its SWIFT MT202 Fund Transfer Instruction(s), the Specified Institution will receive a SWIFT MT298 as follows:

S/N	SWIFT Field Tag/Name	Usage Description	Usage Requirements	Example
1.	Sender	Paying member	MAS' BIC	MASGSGSG
2.	Receiver	Receiving member	The Specified Institution's BIC	ZYSESGSG
3.	20: Transaction Reference Number	Field 20 of original MT202 message which is sent to MASGSGSG by the Specified Institution	Must be unique for the sender	:20:TEST001
4.	12: Sub-Message Type	Type of transaction	"005" for notification to the Specified Institution of the straight through processing status of its SWIFT MT202 Fund Transfer Instruction(s)	:12:005
5.	77E: Proprietary Message	Acknowledgement status of the transaction	<ul style="list-style-type: none"> Contains details of the MT202 sent by the payer (Specified Institution) 52: Only line 2 will be copied 58: Only line 2 will be copied 79: For status of the transaction 	:77E: :20:TEST001 :21:TESTNP :32A:140226SGD3000,00 :52D:ZYSESGSG :58A:ZYBSGSG :79:FAIL ERR009

5. The list of error codes for SWIFT MT202 Fund Transfer Instruction(s) that had unsuccessful straight through processing is as follows:

S/N	Data Validation	CAS Return Codes
1.	Sender must be not be a participant in MEPS+.	ERR006
2.	Sender status must be active.	ERR007
3.	8-digit account number in Field 52D (Account Number) must belong to the Sender.	ERR008
4.	8-digit account number in Field 52D (Account Number) must be an active Current Account number.	ERR009
5.	8-digit account number in Field 52D (Account Number) must be a default Current Account number.	ERR010
6.	Field 57A (Account With Institution) must be a participant in MEPS+.	ERR011
7.	Field 57A (Account With Institution) status must be an active participant in MEPS+.	ERR012
8.	Field 72 (Sender to Receiver Information) line 1 must be “/REC/NONP TRF”.	ERR013
9.	Field 32A (Value Date) must be current value date (T) or up to future value date (T+7).	ERR014
10.	Field 32A (Value Date) must be a Business Day.	ERR015
11.	Field 52 must be option D.	ERR016
12.	Field 57 must be option A.	ERR017

Settlements Division
Finance Department
The Monetary Authority of Singapore
10 Shenton Way #27-00
MAS Building
Singapore 079117

Date: _____

FUND TRANSFER INSTRUCTION

We, _____
(Name of Specified Institution)

wish to transfer _____ out from our Current Account No. _____
(Amount)

with MAS for value _____.
(Date)

2 We hereby authorise you to credit the said amount to our account no. _____

with _____, via the said Agent Bank's
(Name of Agent Bank)

Account No. _____ with MAS.

Authorised Signature(s)

Names of Authorised Signatory(ies)

Settlements Division
Finance Department
The Monetary Authority of Singapore
10 Shenton Way #27-00
MAS Building
Singapore 079117

Date: _____

CANCELLATION INSTRUCTION

We, _____ refer to our
(Name of Specified Institution)

Fund Transfer Instruction dated _____.
(Date of Fund Transfer Instruction)

We wish to cancel our Fund Transfer Instruction of _____ from our
(Amount)

Current Account with MAS to our account no. _____ with

_____, via the said Agent Bank's Account No.
(Name of Agent Bank)

_____ with MAS for value _____.
(Date)

Authorised Signature(s)

Names of Authorised Signatory(ies)

ENCASHMENT PROCEDURE

1 A Specified Institution wishing to obtain cash (“encashing institution”) by drawing on its Current Account with the Monetary Authority of Singapore (MAS) shall submit its request for encashment to MAS’ Currency Department (CD) via CurrencyNet by 1730 hours one (1) Business Day prior to the intended encashment date.

2 In the event that the encashing institution is unable to submit its request for encashment via CurrencyNet, or if CurrencyNet is not available or otherwise inoperable, the encashing institution shall send a SWIFT MT199 to MAS’ Finance Department (FD) by 1815 hours one (1) Business Day prior to the intended encashment date (“Encashment Cutoff Time”). For identification purposes, the encashing institution must indicate the word 'Encashment' in field 21 of the message. In field 79 of the message, the amount and value date of the encashment must be specified. The following message may be used: -

"Please debit S\$ _____ from our Current Account no. _____ (4-digit bank code) with you for value _____".

After the transmission of the message to FD, the encashing institution shall send its courier direct to CD for encashment at the agreed time between CD and the encashing institution.

3 However, MAS reserves the right to reject any encashing institution’s request for encashment if:

- a) there is any discrepancy between the amount or value date stated in the encashing institution's message to FD and in its request to CD;
- b) the message is not properly authenticated;
- c) the message does not reach FD by the specified time;
- d) the encashing institution has insufficient funds in its account; or
- e) it would be prejudicial to authorise the encashment.