

Terms and Conditions

1. The DBS ONE Plus (“**Program**”) is organized by DBS Bank Ltd (“**DBS**”). By participating in the Program, you agree to these Terms and Conditions.
2. Through the Program, we are inviting you to participate in recommending the right people to join DBS, the World’s Best Digital Bank. You may be awarded cash for successful introductions, if the terms below are fulfilled.
3. The Program will be held from 16 October 2017 to 28 February 2018 (“**Period**”). Any introductions of candidates received after the end of this Period will not be eligible for the cash award.

A Successful Introduction

4. A successful introduction occurs when:
 - (a) the candidate whom you have introduced to DBS for a specific role has consented to your referral and is hired by DBS and remains employed for a minimum of 3 or 6 months, as the case may be, in that role from his or her employment start date; or
 - (b) you have applied for a specific role yourself, and you are hired by DBS and remain employed for a minimum of 3 or 6 months, as the case may be, in that role from employment start date or longer, and at that time the candidate or you (as the case may be) (“**candidate**”) and DBS have not issued a notice of resignation or termination.
5. To be eligible for the above referral program, the Candidate as at the date of introduction must not be:
 - (a) an employee working in DBS, DBS’ subsidiaries and related companies (the “**DBS Group**”);
 - (b) working in DBS or the DBS Group as a direct contract or indirect contract (i.e. via agency) staff, intern, secondee, remisier or consultant;
 - (c) an ex-DBS staff (including in their capacity set out in 5(a) and (b) above).
6. The Candidate must be hired based on a specific role in DBS Bank Ltd under the Program, found below in Annex 1.
7. If DBS receives more than one introduction for the same Candidate to the same role with multiple consent given by the Candidate, the validation by the Candidate shall determine the recipient of the cash award (as stated in 4a above). For the avoidance of doubt, the Candidate can only validate one referral.
8. Introductions made in this program are valid till 28 February 2018 or upon the closure of this program whichever earlier.

Eligibility [INTERNAL ONLY]

9. You will not be eligible for the Program if:
- (a) your job responsibilities include recruitment, selection or hiring decisions for the position;
 - (b) you introduce candidates for positions under your direct or indirect authority, or you are in a position to influence the hiring decision in any way;
 - (c) you are a Human Resource staff of DBS.

The Award

10. The cash award for successful introductions are based on entry rank of candidate below ("Award"):

Entry Rank of Candidate	Amount (SGD)	Payment timeline
Managing Director / Executive Director / Senior Vice President	S\$7,000	6 months
Vice President	S\$5,000	3 months
Assistant Vice President	S\$3,000	3 months
Senior Associate/Associate	S\$2,000	3 months

11. If you are successful in your referral(s), you will be notified in due course to facilitate the crediting of the award.
12. You will be required to provide DBS with your details to claim the Award. If you do not respond with the information within the stipulated time, you are deemed to have forfeited your rights to the Award. You will be informed of the stipulated time when you are notified that the referral has been successful.
13. The Award is non-transferable.
14. You shall consent to provide DBS or it's appointed vendor your personal bank account (local or overseas) for the crediting of the award. In the instance of a remittance to an overseas account, the final amount will be net of any prevailing bank charges and foreign currency exchange rates.
15. You shall be responsible for any individual income tax payable on the Award.

Candidate Referral Acknowledgment

16. All submissions will receive an automated acknowledgement email from DBS.
17. Referrer of unsuccessful candidates will be notified at the end of the program. DBS reserves the right not to provide any disclosure on any or all matters related to the selection outcome.

Use of Personal Information

18. You consent under the Personal Data Protection Act (Cap 26 of 2012) to the collection, use and disclosure of your personal data by/to DBS and such other third party as DBS may reasonably consider necessary for the purpose of the Program, and confirm that you agree to be bound by the DBS Group Privacy Policy ("Privacy Policy"), which you may read at <http://www.dbs.com/privacy>.
19. If you provide us with personal data of anyone other than your own, you undertake, represent and warrant that you have obtained his/her consent (written) for, and consent on behalf of him/her to DBS' collection, use and disclosure in accordance with the DBS Privacy Policy.

Confidential Information

20. From time to time DBS may provide you with Confidential Information and Confidential Materials in connection with the Program (the "Purpose"), you hereby agree and undertake as follows:
 - (a) To treat the Confidential Information and Confidential Materials as strictly confidential and not to disclose or reveal the Confidential Information and Confidential Materials (or any portion thereof) to any person except:
 - (i) Where you require the assistance of any third party to whom disclosure of any Confidential Information or Confidential Materials is necessary, you shall obtain DBS' prior written consent and thereafter shall inform such persons of this undertaking and the confidential nature of the confidential information and/or Confidential Materials, and shall procure that such persons comply with the terms of this undertaking as if they were a party hereto; or
 - (ii) if and to the extent disclosure is required in compliance with applicable law, or judicial or other governmental order or request, provided that in such case you shall give DBS reasonable written notice prior to such disclosure to enable DBS to take such measures as DBS deems necessary to limit the disclosure of the Confidential Information and Confidential Materials and you shall comply with any applicable protective order or equivalent obtained. Notwithstanding the foregoing, you shall not transfer, disclose or permit the disclosure of, or take or agree to any step that will result in the transfer or disclosure of the Confidential Information or Confidential Material (or any portion thereof) to any country or territory outside Singapore (or to any person who is in a country or territory outside of Singapore) without DBS' prior written consent,
 - (b) To establish safeguards to protect the security, integrity and confidentiality of any Confidential Information and Confidential Materials and shall exercise, in relation to the Confidential Information
 - (c) Not to use the Confidential Information and Confidential Materials for any purpose other than the Purpose

- (d) To notify DBS immediately upon discovery of any unauthorised use, disclosure or transfer of Confidential Information or Confidential Materials, or any other breach of this undertaking by you, and to cooperate with DBS in every way to help DBS regain possession of the Confidential Information or Confidential Materials and prevent its further unauthorised use, disclosure or transfer; and
- (e) Immediately return all originals, copies, reproductions and summaries of Confidential Information and Confidential Materials in your possession, custody or control at our request, or at our option, erase or destroy all such Confidential Information and Confidential Materials and certify erasure, destruction or return of the same.

21. You further agree and acknowledge that:-

- (a) monetary damages would not be a sufficient remedy for a breach of this Undertaking and that DBS shall be entitled to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction for any actual or threatened breach of this Undertaking;
- (b) you are aware of the statutory and common law privacy and confidentiality requirements in Singapore (including the banking secrecy provisions in the Banking Act (Chapter 19) and the Monetary Authority of Singapore Notices to Banks) and all applicable laws and regulations of similar nature in other jurisdictions as at the date of this Undertaking, and you undertake:
 - (i) to comply strictly with such requirements (including without limitation any statutory and common law banking secrecy, data privacy and confidentiality requirements which may in the future be applicable to the Confidential Information or Confidential Materials) (collectively, the “privacy and confidentiality requirements” and to take all steps to ensure that the privacy and confidentiality requirements are not contravened by you or by any person to whom you disclose the Confidential Information or Confidential Materials (or any portion thereof) in any way
 - (ii) to take all necessary or reasonable steps (including any step required by DBS from time to time) to enable DBS to comply with the privacy and confidentiality requirements; and
 - (iii) not to do (or omit to do) anything that will cause DBS to be in breach of the privacy and confidentiality requirements;
- (c) all Confidential Information and Confidential Materials are and shall remain DBS’ property and that, by disclosing Confidential Information and Confidential Materials to you, DBS does not grant any express or implied right to you to or under any of DBS’ patents, copyrights, trademarks, designs or other intellectual property or other rights;
- (d) DBS accepts no responsibility for and make no representation or warranty, express or implied, with respect to the truth, accuracy, completeness or reasonableness of the Confidential Information and/or Confidential Materials. DBS shall not be liable to you or any other person in respect of the Confidential Information and/or Confidential Materials or their use;
- (e) the Confidential Information and Confidential Materials may contain confidentiality clauses. If such documents are made available to you, you undertake with DBS that you will thereafter not do (or omit to do) any act which would result in DBS being in breach of such confidentiality clauses (other than the use of such information for the Purpose referred to in this Undertaking and the disclosure of it to other permitted persons in accordance with this Undertaking);

- (f) DBS' failure to exercise or delay in exercising a right or remedy provided by this Undertaking or by law does not constitute a waiver of such right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Undertaking or by law prevents further exercise by DBS of such right or remedy or the exercise of any other right or remedy. No waiver by DBS shall be effective unless made in writing and signed by our authorised signatory; and
- (g) you shall not make any public statements or announcements in connection with this Undertaking, unless our prior written approval is obtained.
22. You shall indemnify DBS and keep DBS fully and effectively indemnified against each and every claim, loss, liability and cost (including, but not limited to, legal costs) which DBS incurs as a result of any breach of the provisions of this Undertaking by you, your affiliates, employees, agents or consultants or any other third party to whom you have disclosed any Confidential Information and/or Confidential Materials.
23. Your obligations under this undertaking including the obligations regarding DBS Bank Ltd, our related corporations' and affiliates' customer information shall continue indefinitely.
24. For the purposes of this Confidentiality Clause the following terms shall have the following meanings:
- (a) "**Confidential Information**" means information of DBS Bank Ltd and/or its related corporations (collectively "**DBS**") that DBS designates as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential. Confidential Information includes, without limitation, information and/or personal data provided by us, our related corporations, affiliates, employees, agents, representatives, advisors, consultants or customers, whether disclosed or communicated verbally, in writing or in any other tangible form, and whether relating to DBS' business, operations, processes, plans, requirements, inventions, product or service information, pricing, know-how, design rights, trade secrets, software, systems, market opportunities, customers (including information relating to the money or other relevant particulars of the accounts or account holders of DBS Bank Ltd, our related corporations or affiliates) and business affairs.
- However, Confidential Information shall not include information that you can conclusively establish: -
- (i) entered or subsequently enters the public domain without your breach of any obligation owed to DBS;
- (ii) was known to you prior to DBS' disclosure of such information to you without any confidentiality obligations;
- (iii) became known to you from a source other than DBS other than by breach of an obligation of confidentiality owed to DBS; or
- (iv) is independently developed by you without reference to DBS' Confidential Information,
- provided that the foregoing exclusions do not apply to information relating to DBS' customers.
- (b) "**Confidential Materials**" means any software and all tangible materials containing Confidential Information, including without limitation electronic, written or printed documents and computer disks or tapes, whether machine or user readable.

Improper Payments

25. You acknowledge that DBS does not authorise, condone or approve of Improper Payments, and your breach of your undertaking hereunder may cause DBS to incur court or government fines, regulatory sanctions and other financial claims and penalties. You undertake that you will not, and shall refuse to, promise, make or offer to make any Improper Payments to any officer, employee, agent or fiduciary of any third party or DBS, or to any Public Official, in connection with this Program. You shall not comply with any instructions (including instructions purportedly from DBS) to violate the foregoing obligation, and shall procure the same of its officers, directors, employees, representatives, sub-contractors or agents.
26. DBS shall be entitled to investigate your breach of your undertaking on Improper Payment at any time during the Period. You shall render full cooperation to and provide full access to all relevant information to DBS' representatives in any such investigation.
27. You shall notify DBS in writing if you suspect, is notified of or otherwise becomes aware of any breach of your undertaking on Improper Payments; or any solicitation, request or direction to you to commit such breach, including by person(s) acting or purporting to act for DBS. You shall further maintain all relevant documents and records relating to the same and may not destroy such documents or records without the written consent of DBS.
28. In the event of breach of your undertaking on Improper Payments:
 - (a) You shall render all cooperation and provide full access to all relevant information, documents and/or records to DBS in any legal, regulatory or governmental action against DBS arising from your breach; and
 - (b) You shall indemnify DBS for any court or government fines, regulatory sanctions and any other financial claims and penalties that DBS incurs or is otherwise imposed on DBS as a result of your breach of your undertaking on Improper Payments
29. For the purposes of this Improper Payments Clause the following terms shall have the following meanings:
 - (a) "Improper Payments" means the conferring of bribes, undue advantage, improper gratifications, gifts and/or payments, whether of a financial nature or otherwise, in violation of the UK Bribery Act 2010 and/or applicable anti-corruption laws and regulations;
 - (b) "Public Official" means any individual who:
 - (i) holds a legislative, administrative or judicial position of any nature in a country or territory;
 - (ii) exercises a public function for or on behalf of a country or territory or public agency or public enterprise of such country or territory; or is an official, member, servant or agent of an organisation which comprises wholly or a mixture of countries or territories and/or governments of countries or territories, or is a collection of organisations comprising of same.

Additional Terms and Conditions

30. DBS may vary these terms and conditions or suspend or terminate the Program without any notice or liability to any party.
31. DBS reserves the right to void any award if DBS decides that you have violated any of these Terms and Conditions or did not act in good faith.

32. DBS is not responsible for any damage, loss, injury or disappointment suffered by you, any candidate or any other party or as a result of entering the Program.
33. DBS is not responsible for any errors, non-delivery or missing of entries, due to malfunction of computer on-line systems, servers, providers, computer or mobile telephone equipment, software or network failure including any injury or damage to the participant's computer or mobile telephone related to or resulting from participation or downloading any materials for the purpose of the Program.
34. DBS' decision on all matters relating to the Program is final and binding. No correspondence or claims will be entertained.

Governing Law

35. These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore.
36. The parties hereby submit to the non-exclusive jurisdiction of the Singapore courts.

Annex 1

DBS ONE Plus program is looking to hire the following candidates in Singapore:

1. Cloud Architect
2. Cloud Development Engineer
3. Data Scientist
4. DevOps Engineer
5. UX / UI Designer