

Payment Services Regulatory Assessment Program Information Sheet

I. INTRODUCTION

1. The Payment Services Regulatory Assessment Program (the "**Program**") is a non-mandatory initiative by the Monetary Authority of Singapore ("**MAS**") to assist payment services providers (the "**Providers**") in seeking legal advice from registered Singapore law practices relating to the Payment Services Act (No. 2 of 2019) (the "**PS Act**"). The Program will cease one year after the PS Act comes into force, which coincides with the end of the one-year transitional period of the PS Act.
2. Under the Program, MAS has formulated a sample questionnaire (the "**Questionnaire**"), which Providers may utilise to seek legal advice, from persons or entities that are authorised to provide legal advice on Singapore licensing or other regulatory issues relating to the PS Act, henceforth known as the "**Legal Advisors**". Such legal advice may include an Initial Legal Memo (the "**Initial Legal Memo**") on the licensing or other regulatory position of the Providers under the PS Act.
3. To further assist Providers in seeking legal advice, an *indicative, non-exhaustive and non-exclusive* list of available Legal Advisors is also provided in a Schedule (the "**Schedule**"). Providers may use the Questionnaire to seek advice from any Legal Advisor, whether or not it is listed under the Schedule.
4. Importantly, Providers should note that using the Questionnaire, approaching a Legal Advisor and/or obtaining an Initial Legal Memo are not pre-requisites to submit a licence application under Section 6 of the PS Act, and will not guarantee the grant of a license under Section 6 of the PS Act. This Program is non-mandatory and strictly meant to assist Providers in seeking legal advice and is not a requirement for compliance with the PS Act.

II. ACKNOWLEDGEMENT OF LIMITATIONS AND DISCLAIMERS

5. By utilising the Questionnaire or the Schedule, the Provider acknowledges, understands and agrees to be bound by the limitations stated in this information sheet, subject to any local or professional rules which apply under Singapore law.
- A. *Questionnaire*
6. The Questionnaire is intended to assist Providers and Legal Advisors by setting out relevant questions for Providers to provide responses that a Legal Adviser may consider for the purposes of producing the Initial Legal Memo or further legal advice.
 7. MAS may, without providing reasons or advance notice, alter, update or remove the Questionnaire or any information contained therein.
- B. *Initial Legal Memo*
8. Initial Legal Memos are only provided in respect of the PS Act and will not cover other requirements (including licensing and compliance requirements) under any other legislation.
 9. The Initial Legal Memo does not purport to be all-inclusive or to contain all the information or considerations that a Provider may desire in relation to the PS Act.
 10. In particular, Initial Legal Memos are not expected to cover any technology risk mitigation measures that may be imposed under the PS Act or any other legislation.
 11. An Initial Legal Memo will be based on a Legal Advisor's understanding of the relevant statutes, case law and practice as at the time it is given, as well as the relevant Provider's

responses to the Questionnaire. Any subsequent changes in law and practice, or the responses to the Questionnaire may therefore affect its conclusions. Unless a Legal Advisor has specifically agreed with a Provider to do so, a Legal Advisor will be under no obligation to update an Initial Legal Memo for any subsequent changes in the law or practice, or the responses to the Questionnaire.

12. In all cases, Providers should conduct their own analysis and exercise their own judgment when reviewing the Initial Legal Memo, including in deciding whether the legal advice obtained is accurate, sufficient and complete.
13. A Provider must exercise its own judgment in determining what specific issues relating to the PS Act it requires legal advice on. If a Provider decides that it requires specific legal advice on a specific issue that is not within the scope of matters covered by the Initial Legal Memo, the onus remains on the Provider to seek the relevant legal advice from a Legal Advisor.
14. While preparing an Initial Legal Memo, a Legal Advisor may produce and supply a Provider with drafts of documents for the Provider's review. A draft cannot be relied on until its contents have been finalised and confirmed to a Provider in writing, even if a Legal Advisor does not issue a Provider a final version of the Initial Legal Memo.

C. Schedule

15. As stated above, the Schedule is intended to assist Providers by providing an *indicative, non-exhaustive* and *non-exclusive* list of possible Legal Advisors.
16. Each of the Legal Advisors listed in the Schedule shall be and act as an independent contractor in respect of services rendered to Providers.
17. There is no agreement, arrangement, communication, understanding, promise or undertaking amongst the Legal Advisors listed in the Schedule to, among others:
 - a. Restrict who a Provider may approach for legal advice relating to the PS Act;
 - b. Exclude Legal Advisors not listed in the Schedule from being approached by Providers or using the Questionnaire; or
 - c. Fix the prices or fees charged for rendering legal advice relating to the PS Act.
18. For the avoidance of doubt, Providers may use the Questionnaire to approach any Legal Advisor, regardless of whether it is listed under the Schedule. Providers are not limited in any way to using the Questionnaire in conjunction with, or obtaining an Initial Legal Memo from, only the Legal Advisors listed in the Schedule. Providers should note that Legal Advisors may require different or additional information from what is set out in the Questionnaire in order to prepare an Initial Legal Memo.
19. A Legal Advisor is not bound to provide preliminary views, provide a fee quote or agree to provide legal advice to a Provider simply because it is listed under the Schedule. When approached by a Provider, a Legal Advisor has full discretion as to whether it agrees to provide preliminary views, provide a fee quote or advise the requesting Provider. If a Legal Advisor decides to proceed to act for a Provider it will need to first onboard such a Provider as a client. Such onboarding as a client is subject to, amongst other requirements, a Legal Advisor's anti-money laundering/ countering the financing of terrorism and/or conflicts checks.
20. Where a Provider contacts a Legal Advisor to prepare an Initial Legal Memo, but decides not to instruct that Legal Advisor to prepare an Initial Legal Memo, the Provider agrees that the Legal Advisor may act for another Provider (including one whose interests may differ or conflict from the first Provider in the matter), subject to the Legal Advisor protecting the first Provider's confidential information in accordance with the Legal Advisor's usual practice and applicable rules.

21. If a Legal Advisor agrees to advise the requesting Provider, the terms of business and scope of engagement between the Legal Advisor and Provider shall be separately determined between the parties and shall govern their relationship.
22. This may include, but is not limited to, terms relating to:
 - a. Preservation of the Legal Advisor's right to terminate the engagement;
 - b. The fees payable to the Legal Advisor in respect of advice and services rendered;
 - c. Limitations on the use of the advice rendered by the Legal Advisor;
 - d. Limitation or Exclusion of the Legal Advisor's liability; and
 - e. How disputes arising from the engagement shall be resolved.
23. MAS may, without providing reasons or advance notice, alter, update or remove the Schedule or any information contained therein.

D. MAS and Singapore Academy of Law ("SAL")¹

24. This Program is a non-mandatory scheme initiated by MAS to assist Providers in seeking legal advice relating to the PS Act.
25. To help facilitate public outreach, [SAL has assisted MAS] by publishing the Questionnaire and the Schedule on its website.

i. Initial Legal Memo

26. MAS and SAL do not make any representation or warranty, express or implied, as to the accuracy, sufficiency or completeness of the Questionnaire or any Initial Legal Memo or the information contained therein.
27. MAS and SAL do not accept any responsibility or liability in relation to any reliance placed on the Questionnaire or any Initial Legal Memo by any person whatsoever.
28. MAS and SAL shall not be responsible for any direct, indirect or consequential loss or damage suffered by any person as a result of relying on any information in or omitted from the Questionnaire or any Initial Legal Memo and any such liability is expressly disclaimed.
29. In no circumstances will MAS or SAL be responsible for any costs or expenses incurred by any person as a result of its reliance on or use of the Questionnaire or any Initial Legal Memo.

ii. Legal Advisors Schedule

30. Admission to the Schedule is not to be taken as an endorsement or indication of the merits of the Legal Advisor by MAS or SAL.
31. MAS and SAL assume no responsibility for the correctness of any of the statements made or opinions expressed by any Legal Advisor listed in the Schedule, or any loss or damage arising from any relationship between any Legal Advisor and Provider.
32. Neither MAS nor SAL make any representation or warranty, express or implied, as to the accuracy, sufficiency or completeness of the legal advice rendered by any Legal Advisor listed under the Schedule.

¹ Drafting Note: To confirm with MAS and SAL if the description in this section is acceptable.

SCHEDULE

**This Schedule is only an indicative, non-exhaustive and non-exclusive list of possible Legal Advisors. Providers may seek legal advice from or use the Questionnaire in conjunction with any Legal Advisor, whether or not they are listed in this Schedule.*