



RHB BANK BERHAD ("THE BANK")

Standard Terms and Conditions related to Credit and or Banking Facilities granted to Individuals

1 BANKING/CREDIT FACILITIES

- 1.1 The tenure of the Credit Facilities (where applicable) and the Interest Rate commencement date shall commence from the date of the first disbursement of the respective Credit Facilities or from the date falling 3 months from the date of the Letter of Offer whichever is the earlier or at such date as may be specified by the Bank.
- 1.2 The respective Credit Facilities shall only be used solely for the purpose specified in the Letter of Offer and or the Standard Terms and Conditions herein (where applicable) unless otherwise agreed by the Bank in writing.
- 1.3 Disbursements of the Credit Facilities shall be deemed to have been advanced or paid on the date of the Bank's cheque or cashier's order thereof, or the date on which the Credit Facilities are transferred/credited into the Borrowers' account with the Bank or such other account as may be directed or authorised by the Borrower or the Borrower's solicitors or the date on which the Borrower first uses or activates the Credit Facilities or when the Credit Facilities are otherwise availed to the Borrower as the case may be.
- 1.4 All fees and or any other charges pertaining to the Credit Facilities shall be borne by the Borrower and deducted from the Borrower's account or Credit Facilities.

2 INTEREST RATE(S)/BANKING CHARGES/OTHER CHARGES

INTEREST

- 2.1 The Borrower shall pay interest on all moneys due and payable and all moneys outstanding and owing to the Bank in relation to the Credit Facilities and any other charges payable under the Letter of Offer or hereunder at such rate or rates as may be stipulated or prescribed by the Bank at any time and from time to time up to the date of full payment of the amount due.
- 2.2 Without prejudice to the generality of the foregoing the interest payable by the Borrower in respect of the Credit Facilities is as specified under the paragraph/column "INTEREST RATE" in the Bank's Letter of Offer. Interest at the aforesaid rate shall be payable as well after as before any judgment or order of court.
- 2.3 Without prejudice to any other powers rights and remedies conferred on the Bank, if the Borrower shall, during the fixed interest rate tenure (in relation to any Credit Facilities with fixed interest rate), default in the payment on due date of any moneys payable (whether principal or interest, fees or charges) for more than 90 days or any other period as may be specified by the Bank, the Bank may convert the fixed rate interest to a floating interest rate at such rate as the Bank in its absolute discretion shall determine provided prior notification of the interest rate has been provided to the Borrower.
- 2.4 The interest on any principal moneys including capitalised interest shall at the end of each month be capitalised and added for all purposes to the principal sum then owing and

thenceforth bear interest as well after as before judgment at the prevailing interest rate and notwithstanding the fact that the relationship of banker-customer between the Bank and the Borrower may cease for any reason whatsoever.

- 2.5 Interest on the Banking and or Credit Facilities denominated in Singapore currency shall be calculated based on 365 days on a daily or monthly rest basis as the Bank may determine in its absolute discretion. The interest shall be payable monthly in arrears. The Bank reserves the right to debit the said interest from the Borrower's Credit Facilities with the Bank.
- 2.6 The Bank shall be entitled to vary the basis of calculation of interest payable for the respective Credit Facilities at its sole discretion from time to time.
- 2.7 In relation to any Personal Credit Facility granted, the Borrower shall pay the minimum monthly payment required or the interest due on the outstanding debit balance whichever is higher. The minimum payment is to be paid within 25 days from the last day of the preceding month.

VARIATION OF INTEREST RATE

- 2.8 The Bank shall be entitled at its absolute discretion at any time and from time to time to vary the Bank's Prime Lending Rate (PLR), the Bank's Board Rate for private properties, HDB properties, Term Loan, or any other Board Rate as may be determinable by the Bank. Any variation of the rate may be made known by the Bank by publication in any form of media including through the Bank's website.
- 2.9 The Certificate of the Bank certifying its Prime Lending Rate, its Board Rate or any other rate shall be conclusive and shall be accepted by the Borrower, the Mortgagor(s), the Chargor(s), the Guarantor(s) or any other party as conclusive evidence of the rates therein in any court of law and elsewhere.
- 2.10 The Bank shall be entitled at its absolute discretion at any time from time to time to vary the margin of interest imposed either above or below the Bank's PLR or Board Rate by serving a notice in writing on the Borrower and such notice shall be deemed to have been sufficiently served on the Borrower if sent by ordinary mail to the Borrower's last known place of residence or to the address stated in the Letter of Offer in the absence of contrary evidence to show that the Borrower did not receive the notice.
- 2.11 Provided always that the effective date of change of the margin of interest shall be the date specified in the notice. Notwithstanding anything herein contained, any failure or delay on the part of the Bank to give notice in accordance with the provision herein shall not absolve the Borrower from his obligation to pay the interest at the rate of interest determined by the Bank provided that such failure or delay is not a result of gross negligence, willful omission or reckless act of the Bank.

3. INTEREST ON EXCESS AMOUNT/DEFAULT RATE

- 3.1 Additional interest is payable on any overdue instalment at the rate of 5.0% above the PLR per annum or 3.0% above the prescribed rate per annum whichever is the higher on the instalment amount in arrears calculated from the due date until the date of payment of the amount.
- 3.2 In addition and without prejudice to the rights and remedies of the Bank herein and to the Events of Default, the Bank shall be entitled to charge interest at the overdue rate of 5% above the Bank's PLR per annum or 3% above the prescribed rate per annum (whichever is the higher) on the full amount outstanding under any Credit Facilities upon the Bank recalling

any Credit Facilities or upon an Event of Default occurring from the due date until the date of payment of the amount thereof by the Borrower.

- 3.3 The Bank will not permit any excess/temporary overdrawn over and above the limit approved in the Letter of Offer. However in the event that excess is created in the Borrower's account due to for example interest accumulation, the Bank shall have the right to impose at the Bank's discretion additional interest at 5% above the PLR per annum or at any other reasonable rate on the amount in excess of the limit until the date of normalisation provided that prior notification of the additional interest rate has been provided to the Borrower.
- 3.4 Notwithstanding the above the Bank shall be entitled at its absolute discretion at any time and from time to time to vary the rate of the additional interest provided that prior notification of the additional interest rate has been provided to the Borrower.
- 3.5 The rate as well as the basis of calculation of interest payable for the respective Credit Facilities shall be subject to the Bank's determination and revision at its sole discretion from time to time provided that prior notification of the additional interest rate has been provided to the Borrower.

4. REPAYMENT

HOUSING LOAN/BRIDGING LOAN/TERM LOAN (hereinafter referred to as Loan)

- 4.1. The Borrower is to repay the Loan in monthly instalments comprising both interest and principal in accordance with instalment plan approved by the Bank until the whole of the Loan together with interest thereon shall have been paid in full.
- 4.2 The first monthly instalment shall commence on the last day of the calendar month next following the first or full disbursement of the Loan including cases where the Loan is released progressively and subsequent monthly instalments to be paid on the last day of each calendar month.
- 4.3 Before the commencement of the instalment amount, interest on the actual amount drawn-down is payable on the last day of the month of drawdown.
- 4.4 The monthly instalments and interest payable shall be debited from the Borrower's current or savings accounts or any other account with the Bank. The Borrower shall ensure that the current or savings account or such other account opened in relation to the Credit Facilities has sufficient funds before the due date to meet the deduction.
- 4.5 Notwithstanding the above, if and whenever the rate of interest payable by the Borrower on the Loan is varied, the Bank may at its absolute discretion make the necessary adjustment consequent upon such variation either by varying the amount of any instalment or by varying the number of instalments.
- 4.6 No part of any instalment to be paid by the Borrower or any other payments which the Borrower may make to the Bank shall be deemed to be a repayment of principal until all interest due or deemed to be due to the Bank have been paid.

OVERDRAFT

- 4.7 The overdraft facility is subject to periodic review and all outstanding amounts are repayable on demand notwithstanding anything contained herein or in the Letter of Offer.

- 4.8 The interest on the overdraft amount outstanding shall be paid monthly subject to any minimum payment as may be imposed by the Bank. Interest is calculated at the rate of interest payable on the daily outstanding balance based on a 365-day year with monthly rests.
- 4.9 The overdraft facility must be operated within the approved limit at all times.

BRIDGING LOAN

- 4.10 The Bridging Loan is to be repaid in full in one lump sum within 6 months from the date of the first disbursement of the Bridging Loan or upon completion of the sale of the Borrower's existing property whichever is the earlier.
- 4.11 Where a Bridging Loan is granted for the purpose of financing any payment towards the purchase of the Property, the Bridging Loan shall be payable forthwith together with interest thereon in the event:
- 4.11.1 the Borrower's purchase of the Property is abortive, rescinded or repudiated;
 - 4.11.2 the Borrower fails to complete the purchase of the Property for whatever reasons; or
 - 4.11.3 the Borrower's withdrawal of Central Provident Fund savings or any part thereof as approved by the Bank is not granted or cannot be made within the time stipulated to the Borrower for any reason whatsoever.
- 4.12 Until the Bridging Loan is repaid in full, interest shall continue to accrue on the amount of the Bridging Loan disbursed and outstanding and payable monthly.

5. PREPAYMENT

- 5.1. The Borrower may prepay the Credit Facilities or any part thereof at any time and on payment of such fees and on such terms and conditions as the Bank shall specify from time to time.
- 5.2. The Bank is entitled to apply all partial prepayments towards the repayments of the Loan instalments in the inverse order of their maturity or toward repayments of the outstanding principal amount of the Loan. The Bank shall then be entitled to either vary the amount of any instalments or vary the number of instalments consequent upon such prepayment.
- 5.3. Where a part of the Credit Facilities is prepaid, such prepayment shall be in the sum of not less than S\$10,000 and in multiples of S\$10,000 or such other amount as may be approved by the Bank from time to time.
- 5.4. Except for the overdraft facility, all amounts prepaid shall not be available for redrawing.

6. REDEMPTION

LOAN

- 6.1 Subject to payment of any early redemption fee (as may be stated in the Letter of Offer), the Borrower may at any time by giving not less than 3 months prior notice in writing to the Bank or by paying 3 months interest in lieu of such notice, repay the Loan in full and or redeem the Mortgage.

- 6.2 If the redemption is not completed on the expiry of the above notice, that notice shall lapsed and be deemed ineffective and the Borrower is required to give a fresh redemption notice or pay 3 months interest in lieu of the fresh notice if the Borrower intends to proceed with the redemption.
- 6.3 Notwithstanding any notice of redemption that may have been served by the Borrower to the Bank, the Borrower shall continue to pay the monthly instalments of the Loan until the Bank receives the full payment of the amount to be repaid or redeemed.

7. CANCELLATION OF CREDIT FACILITIES

- 7.1 A cancellation fee (as may be stated in the Letter of Offer) may be imposed by the Bank on the Credit Facilities cancelled or deemed cancelled by the Borrower and shall be charged if the Credit Facilities or any part of the Credit Facilities are cancelled or deemed cancelled after the acceptance of the Letter of Offer.
- 7.2 The Credit Facilities or any part thereof shall be deemed cancelled by the Borrower if:
- 7.2.1 The Borrower by written notice to the Bank elects to cancel the Credit Facilities or any part thereof; and
- 7.2.2 The Credit Facilities or any part thereof are not disbursed and or utilised and or availed as the case may be within the availability period stipulated by the Bank in which event the undisbursed portion of the Credit Facilities shall be deemed cancelled.

8. DEALING WITH THE MORTGAGED PROPERTY

- 8.1 Where the Credit Facilities are secured by the mortgage of a property the following additional condition precedents shall apply:
- 8.1.1 Title to the property and requisitions to the various government departments including the Mass Rapid Transit Corporation as well as the Road and Drainage Interpretation Plans must be in order and acceptable to the Bank.
- 8.1.2 Where the property is under construction and mortgaged by the developer, evidence must be provided to show that:
- 8.1.2.1 the developer's mortgagee has agreed to give a Partial Discharge of Mortgage or an undertaking to execute a Partial Discharge of Mortgage upon payment of a certain amount of the purchase price; and
- 8.1.2.2 the stamp and registration fees on the Transfer of the property has been paid to the Bank's solicitors as stakeholders or earmarked in the Mortgagor's CPF account or in the Mortgagor's account with the Bank.
- 8.1.3 The receipt by the Bank of the original executed and stamped sale & purchase agreement.
- 8.1.4 The Loan shall only be drawn-down after the Borrower has paid the difference between the purchase price of the property and the Loan amount from funds not obtained through any credit facility granted by any financial institutions or from the developer's or vendor's loan.

- 8.1.5 There being no breach of any of the provisions and terms of the sale and purchase agreement, the lease or agreement for lease or any other agreement pertaining to or relating to the property.
- 8.1.6 The Bank is satisfied that the property is an acceptable security in all respects for the Credit Facilities.
- 8.2 Where the property to be mortgaged is a HDB property the following additional conditions precedents shall apply:
 - 8.2.1 The Mortgagor satisfies the eligibility criteria of the HDB and or other relevant authorities for the purchasing and or owning the property.
 - 8.2.2 All terms and conditions imposed by the HDB and or other relevant authorities in granting their consent to the purchase and the mortgage of the property are acceptable to the Bank and have and or shall be complied with by and at the expense of the Mortgagor.
 - 8.2.3 All requirements under the H & D Act and any terms, conditions, rules, regulations and policy requirements imposed by the HDB and or other relevant authorities have been and continue to be fulfilled.
 - 8.2.4 The unexpired term of the lease of the property must not be less than 40 years at the end of the tenor of the Loan.
 - 8.2.5 Where applicable, the Bank shall have received a letter from the HDB confirming the refund of monies disbursed from the Bridging Loan to the Bank if the Mortgagor's purchase of the property is aborted for any reason whatsoever.
- 8.3 Where the Property to be mortgaged or charged is a Malaysian Property, the following additional conditions precedents shall apply:
 - 8.3.1 Where the individual/strata issue document of title to the property is not available and or has not been issued, the Borrower or the Chargor undertake to and/or procure the registered owner of the property to deliver and execute all relevant documents necessary to create a valid and registrable first charge over the property in favour of the Bank unless the Bank requires otherwise upon the issuance of the separate individual/strata title to such property.
 - 8.3.2 Where the property is charged or assigned to a financier(s), the receipt by the Bank of the redemption statement from the financier(s) of the property confirming the redemption sum required to redeem the property together with undertaking in favour of the Bank to deliver:-
 - 8.3.2.1 where the individual title to the property has been issued by the relevant authorities, the issue document of title to the property, the registered duplicate charge and the duly executed discharge of charge; or
 - 8.3.2.2 where the individual title to the property is yet to be issued by the relevant authorities, the Sale and Purchase Agreement, the original stamped copy of the Deed of Assignment in favour of the financier, the duly executed Deed of Receipt and Reassignment, duly consented to by the developer and the registered proprietor (where relevant) as well as all other documents incumbent on the financier to enable the registration or perfection of the Bank's rights, title and interest in respect of the property; and

8.3.2.3 to refund the redemption sum to the Bank if the discharge or charge cannot be registered for any reason whatsoever or (as the case may be) the Receipt and Reassignment cannot be perfected for any reason whatsoever.

8.3.3 Where there is unencumbered title to the property, the transfer document(s) ("the Transfer") has been completed and executed and the consent of the developer and or the federal, state or local government, statutory or other quasi government or regulatory authority or body having jurisdiction or authority to grant the approval for the transfer of the property has been obtained and forwarded to the Bank and endorsed on the Transfer (where applicable).

8.3.4 The bridging financier has given its undertaking to exclude the property from any foreclosure proceeding in the event that any proceeding is taken against the developer and gives its disclaimer of further rights and interest in the property after receipt of the specified redemption sum and the further undertaking to execute a valid and registrable discharge of charge of the charge in favour of the bridging financier.

8.4 The Bank reserves the right to request for any other relevant security arrangement or impose any other conditions precedent from time to time provided that prior notification of the additional conditions has been provided to the Borrower.

9. SECURITY

9.1. The Credit Facilities shall be secured by such Security as shall be specified in the Letter of Offer.

9.2. Any Security taken by the Bank and or any money deposited with the Bank shall continue to be held by the Bank until any guarantees, bonds, indemnities, documentary credits or other credits or instruments whatsoever from time to time entered into by the Bank for the Borrower's account or accounts with the Bank have been returned to the Bank for cancellation.

9.3. The Bank may at any time and from time to time conduct a valuation or assessment of the Security and the cost of such valuation or assessment shall be for the account of the Borrower.

9.4. If at any time the Bank is of the opinion that the value of the Security has fallen below the security margins stipulated by the Bank, or in the absence of such stipulation, below the value at the time the Credit Facilities were granted, the Bank shall be entitled:

9.4.1 to review and restructure the Credit Facilities;

9.4.2 to require the Borrower to reduce its liabilities to the Bank by such extent and in such manner as the Bank may in its absolute discretion determine;

9.4.3 to withhold further disbursement of the Loan or freeze the operation of the overdraft account;

9.4.4 to cancel or reduce the Credit Facilities;

9.4.5 to require the Borrower to furnish the Bank additional securities as shall be acceptable to the Bank and or;

9.4.6 to realise and set-off the security or assets of the Borrower against the Borrower's liabilities to the Bank.

10. CONDITIONS PRECEDENT

- 10.1 The Credit Facilities will be made available for the Borrower's utilisation upon the fulfillment of the following conditions precedent:-
- 10.1.1 the Bank shall have received the Borrower's acceptance of the Letter of Offer within the period specified in the Letter of Offer;
 - 10.1.2 all security documents which are required herein and or in the Letter of Offer or such other documents as may be required by the Bank and/or its solicitors shall have been executed by the relevant parties within such period as may be agreed by the Bank;
 - 10.1.3 the Borrower shall have paid all legal costs, expenses, fees or charges payable or agreed to be paid by the Borrower to the Bank for or in connection with the Credit Facilities;
 - 10.1.4 no Event of Default as defined herein (or no event which with the giving of notice or lapse of time or both would constitute an Event of Default) shall have occurred or be continuing;
 - 10.1.5 no extraordinary circumstances or change of law or other governmental action shall have occurred which makes it improbable that the Borrower will be able to observe or perform the covenants and obligations herein;
 - 10.1.6 the Bank or its solicitors shall have conducted the relevant searches on the Borrower and or Mortgagor at the appropriate registries and the results thereof are satisfactory to the Bank and its solicitors;
 - 10.1.7 the Bank being satisfied that all such other conditions precedent which the Bank may stipulate, whether in these Standard Terms and Conditions and the Letter of Offer or elsewhere, have been complied with;
 - 10.1.8 in the case where guarantee(s) is/are required by the Bank, the utilisation of the Credit Facilities shall also be subject to the fulfillment of the following additional conditions precedent:-
 - 10.1.8.1 the guarantee(s) shall have been duly executed, stamped (if required) and sealed (if required) and delivered to the Bank; and
 - 10.1.8.2 the Bank's solicitors shall have conducted the relevant searches on the Guarantor (s) at the appropriate registries and the results thereof are satisfactory to the Bank and its solicitors.
 - 10.1.9 There shall have been delivered to the Bank or its solicitors the following documents in form and substance satisfactory to the Bank where applicable:-
 - 10.1.9.1 all consents, approvals and authorisations required to be obtained from the HDB and or other relevant authorities in connection with the purchase and mortgage of the Property;
 - 10.1.9.2 the CPF Board's letter of approval approving the sums for withdrawal consistent with the terms of the Letter of Offer and or approving the change in mortgagee;
 - 10.1.9.3 certificate from the developer's architect (if applicable) issued for the respective stages of completion of work done in accordance with the schedule of payment in the Sale and Purchase Agreement;

- 10.1.9.4 all other documents as the Bank may require from time to time to the satisfaction of the Bank and or the Bank's solicitors.

11 REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 11.1 The Borrower, Mortgagor, the Chargor and the Guarantor, for themselves and for each other, warrant declare and represent that:
- 11.1.1 All authorisations of any governmental or other authority which are required to authorise the Borrower to own the Property have been duly and unconditionally obtained and are in full force and effect;
 - 11.1.2 There are no litigation, arbitration or other proceedings or claims pending or threatened against the Borrower, the Mortgagor and or the Guarantor or any of the Borrower's, Mortgagor's and or the Guarantor's assets;
 - 11.1.3 There are no bankruptcy petitions, proceedings or orders made against the Borrower, the Mortgagor and or the Guarantor;
 - 11.1.4 The Borrower, the Mortgagor or the Guarantor are not in any event unable to pay his or their debts respectively or are insolvent within the meaning of the Bankruptcy Act;
 - 11.1.5 The Borrower, the Mortgagor or the Guarantor have not entered into any statutory or other arrangement (voluntary or otherwise) or composition for the benefit of creditors generally;
 - 11.1.6 The Mortgagor, shall at all times comply with the provisions of the lease, agreement for lease or other agreement relating to the property, the provisions of the H & D Act, and any terms, conditions, rules, regulations and policy requirements imposed by the HDB and or other relevant authorities, and shall notify the Bank immediately upon receipt from the HDB or any other relevant authorities of any notice calling attention to the breach, contravention, non-performance or non-observance of the same;
 - 11.1.7 Unless otherwise permitted in writing by the bank, the HDB and other relevant authorities, the property shall be owner-occupied.
 - 11.1.8 The Borrower, the Mortgagor or the Guarantor have not procured the credit and or the banking facilities for any unlawful activity or purpose.
 - 11.1.9 All information provided to the Bank is true, accurate and complete and if there is a change in information to inform the Bank as soon as possible.
 - 11.1.10 The Borrower, the Mortgagor or the Guarantor have not withheld any information that would cause the Bank to reject their application for credit facilities;
 - 11.1.11 The Borrower, the Mortgagor or the Guarantor will comply with all laws in Singapore or elsewhere that applies to them including reporting of income to any applicable tax authority; and
 - 11.1.12 they have obtained the consent of any individual(s) whose personal information is provided to the Bank for the purposes as set out in this Terms and Conditions.

- 11.2 The Borrower, Mortgagor, Chargor and Guarantor further undertake and agree that:-
- 11.2.1 they will take full responsibility in complying with all and any laws, regulations, protocols and other requirements in respect of anti-money laundering;
 - 11.2.2 they will provide all information as and when requested or required by the Bank in relation to his or their tax status; and
 - 11.2.3 where they are residents of the United States of America (US) are subject to the laws applicable for the time being in the US and are required to make such filings and reporting in relation to their income as are required under the applicable laws of the US. For the purpose of compliance with the US Foreign Account Tax Compliance Act ("FATCA") the Bank is required to identify and report all its customers who are US individuals or US legal entity. The Borrowers, Mortgagors, Chargors and Guarantors therefore agree to furnish the Bank with all documentary evidence of their US status and further agree to notify the Bank within 30 days of any change regarding their US status.

12 COLLECTION, USE AND DISCLOSURE

- 12.1 When the Borrower, Mortgagor, Chargor and or Guarantor deal with the Bank, they expressly consent and authorise the Bank to collect and use their information that is obtained from a) information provided by the Borrower, Mortgagor, Chargor and or Guarantor in the application forms or supporting documents; b) transactions carried out by the Borrower and or Mortgagor such as transactions at the branch, the use of online services and from the way the Borrower and or Mortgagor uses the accounts such as payments made or received by the Borrower and or Mortgagor; c) information obtained by the Bank through third parties such as employers, joint applicants/account holders, credit bureaus or credit reference agencies, or fraud prevention agencies.
- 12.2 The Bank uses the information collected for the following purposes:
- (a) to provide the products and services to the Borrower, Mortgagor, Chargor and or Guarantor;
 - (b) to develop and improve the products and services to meet the needs of the Borrower and or Mortgagor;
 - (c) to communicate with the Borrower, Mortgagor, Chargor and or the Guarantor and to notify the Borrower, Mortgagor, Chargor and or the Guarantor of changes or developments of any products and services;
 - (d) to update and manage the accuracy of the Bank's records;
 - (e) to prevent and detect fraud, money laundering and any other unlawful activity or misconduct or suspected fraud, unlawful activity or misconduct;
 - (f) to assess the credit worthiness of the Borrower, Mortgagor, Chargor and or the Guarantor;
 - (g) to carry out regulatory checks and meet the Bank's obligations to the regulators in Singapore or elsewhere;
 - (h) to perform internal administrative, operational and technology tasks (including technology infrastructure maintenance and support, application maintenance and support, provision of call centre and internet banking services, risk management, systems development and testing, credit scoring, staff training and market, customer satisfaction research and business continuity management);
 - (i) as may be required under laws and/or by agreements with government agencies or revenue authorities in Singapore or elsewhere, to make inquiries about the Borrower, Mortgagor, Chargor and or Guarantor's tax status;
 - (j) for compliance with any regulatory requirements, laws and regulations and external payment systems in Singapore or elsewhere; and

- (k) for any other purpose as the Bank may consider to be reasonably necessary or desirable in order to provide the products and services to the Borrower and or the Mortgagor.
- 12.3 If the Borrower, Mortgagor, Chargor and or the Guarantor do not provide some or all of the information requested by the Bank or withdraw his consent to the Bank collecting and using the Borrower's, Mortgagor's, Chargor's and or the Guarantor's personal data and information, the Bank will be unable to provide or continue to provide the product or services to the Borrower and or Mortgagor. Any request from the Borrower, Mortgagor, Chargor and or the Guarantor to withdraw his consent or objecting to the continued use of the Borrower's, Mortgagor's, Chargor's and or the Guarantor's personal data and information by the Bank will be taken as a request from the Borrower and or Mortgagor to close and or terminate the account or relationship with the Bank and the Bank will proceed to close the Borrower's and or Mortgagor's account upon giving reasonable notice and terminate the banker customer relationship subject to settlement of all charges, expenses and all monies owing by the Borrower, Mortgagor, Chargor and or the Guarantor to the Bank (if any).
- 12.4 The Borrower, Mortgagor, Chargor and or the Guarantor consents to the Bank, its officials, employees, agents and any other persons who by reason of their capacity or office have access to the Bank's records, correspondence or any material relating to the account, to disclose any information whatsoever concerning the money or other relevant particulars of the Borrower, Mortgagor, Chargor and or the Guarantor and the Borrower's and or Mortgagor's account to:
- 12.4.1 Any person or organisation involved in providing the Bank or the Bank's customers with electronic or other services in connection with banking services utilised by the Borrower, Mortgagor, Chargor and or the Guarantor whether in Singapore or elsewhere where such information is disclosed in the course of or for the purposes of providing the said services, and for, inter alia, investigating discrepancies, errors or claims;
- 12.4.2 Any person or organisation to whom the Bank outsourced certain functions and activities;
- 12.4.3 The police or any public officer of an enforcement agency or statutory body conducting an investigation;
- 12.4.4 Credit or charge card companies in connection with credit or charge card enquiries;
- 12.4.5 Any branch or agent of the Bank, including the Bank's Head Office and its branches, agents, representative offices, regional offices or affiliates, related and associated companies or any related corporation of the Bank anywhere in the world;
- 12.4.6 any office, branch, affiliate, subsidiary, employee or agent of RHB Banking Group or to its auditors or legal advisers;
- 12.4.7 Any credit bureau or credit reference agencies, and shall include where applicable fellow members and subscribers of the credit bureau, the bureau's officers, shareholders, employees and agents;
- 12.4.8 Debt collecting agencies, in the event of default or recovery of Mortgagor, Chargor and or Guarantor's obligations owed to the Bank;
- 12.4.9 Regulatory bodies, government agencies, law enforcement bodies and Courts in Singapore or elsewhere;

- 12.4.10 The Bank's authorised agents/users or the Borrower, Mortgagor, Chargor and or the Guarantor's executor, administrator or legal representative;
 - 12.4.11 Other parties the Bank is authorised or required by law to disclose information to;
 - 12.4.12 Third party insurers, securities and investment services providers;
 - 12.4.13 Third party reward, loyalty and privileges programme providers;
 - 12.4.14 Co-branding partners of the Bank and of any RHB Group Member;
 - 12.4.15 any person wherein the Bank's view, the disclosure is reasonably necessary or desirable for the purpose of allowing the Bank to perform its duties and exercise its powers and rights under these Terms and Conditions;
 - 12.4.16 any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the Borrower, Mortgagor, Chargor and or the Guarantor;
 - 12.4.17 Any other third party banks, financial institution or credit reference agents;
 - 12.4.18 The Bank's stationery printer, agent or storage or archive service provider (including without limitation to any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storing, microfilming and/or filling personalised cheques, statements of account, passbooks or cards on which the Borrower, Mortgagor, Chargor and or the Guarantor's name and/or other particulars appear or other documents, data or records.
- 12.5 The Bank's rights to disclose information as stated in this clause 12 are in addition to any other rights that the Bank may have under the Banking Act, Chapter 19 or any other statutory provisions and in law. The Bank's authority to disclose Borrower, Mortgagor, Chargor and or the Guarantor's information shall survive the termination of these Terms and Conditions and the closure of Borrower's and or Mortgagor's account.
- 12.6 To the extent permitted by law, the Borrower, Mortgagor, Chargor and or the Guarantor may request access, correction or update of his personal information. For the avoidance of doubt, the Bank is not obliged to provide the Borrower, Mortgagor, Chargor and or the Guarantor with any information that is the proprietary of the Bank which includes and is not limited to any evaluations, opinions, suitability reports, eligibility reports prepared by the Bank.
- 12.7 The Bank may charge a reasonable fee for the processing of any data access request.

13 RIGHT OF DEBIT

In addition to and without prejudice to any other rights that the Bank may have, the Bank shall have the right to (but shall not be obligated to) at any time without prior notice to debit the Borrowers' current, savings or other account or to debit the balance of the overdraft facility (if any) with all accrued interests, loan instalments of principal and interest, bank charges, insurance premiums, all reasonable costs and expenses including legal fees and all other moneys due on the Credit Facilities provided no such debiting shall be deemed to be a payment of the amount due (except to the extent of any amount in credit in the Borrower's current account) or a waiver of any event of default hereunder, under the Letter of Offer, any agreement relating to the Credit Facilities or any security documents.

14. INSURANCE

- 14.1 The Borrower shall effect a comprehensive fire insurance policy or a Mortgagee's Interest Policy and or such other insurance policies in respect of such risks and for such amounts as the Bank may in its absolute discretion require from time to time, in respect of all Properties with effect from the date of first disbursement of the Credit Facilities for so long as the Credit Facilities and all amounts remaining owing by the Borrower to the Bank.
- 14.2 Such policies must be taken out with such insurance companies approved by the Bank in the joint names of the Bank and the Borrower or the Mortgagor as the case may be or with the Bank named as loss payee. The Borrower and or the Mortgagor (where applicable) shall renew such policies periodically or annually as the case may be and provide the Bank with evidence of such renewal. In the event that the Borrower or the Mortgagor fails to renew such policies, the Bank shall be entitled to (but not obligated) renew the insurance policy (ies). Any premium paid in respect of such policies by the Bank shall be reimbursed by the Borrower and debited from the Borrower's account with the Bank.

15. ILLEGALITY

If the Bank determines that the introduction or variation of any law, regulation or official directive (whether or not having force of law) or any change in the interpretation or application thereof makes it unlawful for the Bank to maintain, fund or give effect to its obligations hereunder, the Bank shall forthwith give notice of such determination to the Borrower whereupon the Credit Facilities to such extent shall be cancelled and the Borrower will forthwith upon notice from the Bank repay all moneys outstanding under the Credit Facilities together with interest thereon and all other moneys agreed to be paid by the Borrower hereunder.

16. MARKET DISRUPTION

- 16.1 If, in the opinion of the Bank, there has, since the date of this Letter of Offer, been a change in national or international monetary, financial, economic or political conditions or currency exchange rates or exchange control which would render the Credit Facilities temporarily or permanently commercially impracticable or impossible, the Bank shall notify the Borrower thereof, and
- 16.2 whilst such circumstances exist, no utilisation of the Credit Facilities will be allowed;
- 16.3 the Bank shall negotiate in good faith for an alternative basis acceptable to the Bank for continuing the Credit Facilities; and
- 16.4 unless within thirty (30) days after the giving of such notice such circumstances cease to exist or an alternative basis acceptable to the Bank is arrived at, the Credit Facilities shall be cancelled and all sums owing by the Borrower shall immediately become due and payable.

17. APPLICATION OF MONEYS

If any sum(s) paid or recovered in respect of the Borrower's liabilities in respect of the Credit Facilities granted herein is less than the sum owing, the Bank shall have the right to (but shall not be obliged to) apply that sum to the principal, interest, fees, charges, expenses in such order and proportions and in such manner as the Bank deems fit or to credit the same or part thereof to a suspense account if the Bank deems fit.

18. SETOFF

In addition to any other rights that the Bank may have at law, the Bank shall be entitled (but shall not be obligated) at any time to combine, consolidate or merge all or any of the Borrower's accounts and liabilities with and to the Bank, whether in or outside Singapore, whether singly or jointly or jointly with any other person and to transfer or set off any moneys and credit in such accounts in or towards satisfaction of any of the Borrower liabilities whether in or outside Singapore, whether as principal or surety, whether actual or contingent, primary or collateral, singly or jointly with any other person, and to affect any necessary currency conversion at the Bank's own rate of exchange then prevailing.

19. COSTS EXPENSES AND FEES

19.1 All reasonable costs and expenses, legal or otherwise, connected with the provision protection and realisation of security, and the processing implementation and recovery of moneys owing under the Credit Facilities as well as the contesting of and involvement in any legal proceedings of whatsoever nature by the Bank for the protection of or in connection with any of the Borrower's accounts or assets shall be payable by the Borrower on demand, on a full indemnity basis together with interest from the date the costs and expenses are incurred to the date of full payment at such rate as the Bank may prescribe.

19.2 Where the Borrower is in default of payment of insurance premiums, legal or inspection or valuation fees, stamp duty or other out of pocket expenses of any kind whatsoever, the Bank may at its discretion (but shall not be obligated to) where applicable, meet such expenses, and shall have the right to charge interest on all such amounts due and unpaid or expended on the Borrower's behalf at such rate as the Bank shall from time to time determine.

20. WAIVER

20.1 The Bank may at its absolute discretion waive either unconditionally or on such terms and conditions as it may deem fit any breach by the Borrower of any of the terms and conditions contained herein and in the Letter of Offer or grant such indulgences as may be agreed provided that such waiver or forbearance shall not prejudice or affect the rights, powers or remedies of the Bank at any time afterwards to act strictly in accordance with the originally agreed terms and conditions and shall not prejudice the rights of the Bank in respect of any other existing or subsequent breach of any of the terms and conditions aforesaid.

20.2 No failure to exercise and no delay in exercising on the part of the Bank of any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

21. EVENTS OF DEFAULT

21.1 Each of the following shall constitute an event of default ("Event of Default"):

21.1.1 if the Borrower or any Guarantor fails to pay the Bank any part of the Credit Facilities (including interest and any other sum due) on demand or on the due date(s) thereof;

- 21.1.2 if the Borrower fails to pay any of the instalments of the Loan and/or interest after the same is or are due;
- 21.1.3 if the Borrower fails to observe or perform any of the terms and conditions herein, or in the Letter of Offer or under any agreement relating to the Credit Facilities or any security documents;
- 21.1.4 if any of the security documents given to the Bank is or becomes for any reason whatsoever invalid or unenforceable;
- 21.1.5 if any legal or criminal proceedings of any nature shall be instituted against the Borrower or the Guarantor(s);
- 21.1.6 if the overdraft limit is exceeded or if the Borrower fail to service the interest in the overdraft account resulting in the overdraft limit being exceeded due to the accumulated interest charges or if deposits are not made at least once a month into the Borrower's overdraft account;
- 21.1.7 if the Borrower or the Guarantor(s) default under any other agreement involving the borrowing of money or the granting of advances or credit which gives the holder of the obligations concerned the right to accelerate repayment or withdraw the advance or credit;
- 21.1.8 if any event or circumstances arise including changes in the Borrower's financial condition of which, in the opinion of the Bank, would materially and adversely affect the Borrower ability to perform his obligations hereunder;
- 21.1.9 if a distress or execution or writ of seizure and sale or attachment is levied upon or issued against any of the Borrower's securities or properties;
- 21.1.10 if a notice or proposal for compulsory acquisition of any mortgaged property or any part thereof shall be issued or made under or by virtue of an Ordinance or Act of Parliament or other statutory provisions;
- 21.1.11 if the Borrower or any of the Guarantor(s) have a bankruptcy order made against him or a bankruptcy petition being presented against him;
- 21.1.12 if the Borrower or the Guarantor(s) die or becomes insane;
- 21.1.13 if in the opinion of the Bank any security in favour of the Bank is in jeopardy and notice thereof has been given to the Borrower;
- 21.1.14 if any warranty, representation, statement of declaration made by the Borrower is in the Bank's opinion untrue or incorrect in any respect whatsoever;
- 21.1.15 if a confiscation order or charging order or any form of court order or action is levied upon or issued against the security or any of the Borrower's other property or assets under the Drug Trafficking (Confiscation of Benefits) Act (Cap. 84A) or under any other statutes or laws whatsoever from time to time in force;
- 21.1.16 if the Borrower or the Guarantor(s)/or any other person who has provided security or given any indemnity for the Credit Facilities commits any breach of any of the terms of the guarantee or any other security documents (as the case may be) or if any Event of Default occurs under the guarantee or any of the security documents (as the case may be);

- 21.1.17 if the Mortgagor breaches the provisions of agreement for lease, lease or other agreement relating to the property or does or fails to do any act, whereby the agreement for lease, lease or other agreement relating to the property may be or become unenforceable or liable to be surrendered, forfeited, cancelled or prejudiced in any manner whatsoever or it shall become unlawful for the mortgagor to perform or comply with the provisions under the agreement for lease, lease or other agreement relating to the property.
- 21.1.18 In the case where the Bank has waived or deferred any or all the replies to the requisitions from the various government departments and relevant authorities, if any of the said replies and or the said plans is, if and when received by the Bank, found to be in the opinion of the Bank not satisfactory or not in order.
- 21.1.19 If in the opinion of the Bank, there is any infringement, breach or non-compliance with any provisions of the H & D Act or any terms, conditions, rules, regulations and policy requirements imposed by the HDB and or other relevant authorities.
- 21.1.20 If the Bank determines that it is or will become unlawful or contrary to any directive or regulation or notice from the Monetary Authority of Singapore or any other authority whether in or outside Singapore for the Credit Facilities or any part thereof to remain outstanding, for the Bank to carry out all or any of its obligations hereunder, under the Letter of Offer, the Security Documents or other agreements with the Borrower/Mortgagor/Guarantor or for the Bank to exercise its rights hereunder or thereunder.
- 21.2 On the occurrence of any Event of Default:
- 21.2.1 the Bank shall cease to be under any further commitment to the Borrower and all outstanding amounts under the Credit Facilities shall become due and payable immediately without demand;
- 21.2.2 all the Bank's security shall become enforceable without demand or notice to the Borrower;
- 21.2.3 the Borrower shall provide on demand cash cover for all contingent liabilities from time to time entered into by the Bank for the Borrower's account or at the Borrower's request;
- 21.2.4 the Bank may debit the Borrower's account(s) for all such contingent liabilities;
- 21.2.5 the Bank shall, in addition to the rights set out herein, be entitled (as equitable chargee) to attach all moneys and liabilities payable to the Bank as aforesaid to any of the Borrower's property (whether real or personal) and to lodge a caveat against any real property that may now or hereafter be registered in the Borrower's name (whether singly or jointly);
- 21.2.6 the Bank shall in addition to the rights set out herein, be entitled to charge additional interest at the default rate (which rate is specified in clause 3 herein) on the whole amount outstanding from the due date until the date of payment.

22. CONCLUSIVE EVIDENCE OF OUTSTANDING AMOUNT

Any statement signed by an officer of the Bank as to the interest rate or any money or liability for the time being due or owing or incurred to the Bank from the Borrower may be adduced by

the Bank and shall in such a case be accepted by the Borrower as conclusive evidence that the balance or amount thereby appearing is due or owing to the Bank from the Borrower in any court of law and elsewhere.

23. GOODS AND SERVICES TAX

The Borrower shall pay the goods and services tax ("GST") required to be paid on or in respect of any sums payable to or by the Borrower. In the event that the Bank is obliged by law to pay the GST, the same shall be borne solely by the Borrower. The Bank reserves the right at any time without prior notice to debit any of the Borrower's account for the GST.

24. SEVERANCE

If any of the terms herein shall be void or illegal or unenforceable then the same be deemed to have been severed from the other terms with such consequential amendments, if necessary and the other terms shall otherwise remain in full force and effect.

25. GOVERNING LAW

The Letter of Offer and the provisions herein shall be construed in accordance with the laws of the Republic of Singapore, and the Borrower hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore, but such submission shall not be construed so as to limit the right of the Bank to commence proceedings in the courts of any other country.

26. DEEMED SERVICE/RECEIPT

- 26.1 The Borrower shall notify the Bank immediately of any change of address. The Borrower's address will be treated as the latest mailing address in Singapore that is registered with the Bank unless otherwise specified in writing.
- 26.2 All bank statements of accounts, notices or communications sent by post to or left at the Borrower's last known address in Singapore shall be deemed to have been duly delivered to and received by the Borrower within two days from the date the same was posted inclusive of the day in which it was posted in the absence of any evidence to the contrary. A written statement by an officer of the Bank confirming the posting of any bank statement of accounts or any other notice or communication whatsoever from the Bank shall be binding and conclusive evidence of the fact as against the Borrower and/or the Borrower's estate and/or successors in title notwithstanding any evidence to the contrary.
- 26.3 In the case of the Borrower's death and until the Bank receives notice in writing of the grant of probate or letters of administration of the Borrower's estate, any notice or demand by the Bank sent by post as aforesaid addressed to the Borrower or his personal representative at the last known address shall for all purposes hereunder be deemed a sufficient notice or demand by the Bank to the Borrower and/or the Borrower's, personal representatives and shall be effectual as if the Borrower were still living.
- 26.4 The Borrower irrevocably consent to service of process out of any court whether or not personal service is required or otherwise by the same being left at the last known addresses in Singapore (or sent by registered letter to any such addresses) and in the last mentioned case the service shall be deemed to be made in the absence of any evidence to the contrary within two days from the date the letter was sent inclusive of the day in which it was sent.

27. NOTICES AND CORRESPONDENCES

- 27.1 Any statements, notices or correspondences required to be given by the Bank to the Borrower shall be deemed to have been so given if addressed to the Borrower at the address specified in the Letter of Offer or to such other address in Singapore as may be notified by the Borrower to the Bank in writing or to the address in Singapore which appears in the Bank's record as the Borrower's last known address.
- 27.2 Any request for a change of address must be made in writing on the Bank's prescribed form or in such other manner as the Bank may accept. The Bank shall be authorised to accept and act upon such request upon receipt of the written request signed by any of the Borrowers.

28. INCONSTENCIES

If there is any conflict between the terms and conditions herein and those in the Letter of Offer the terms and conditions in the Letter of Offer shall prevail.

29. CURRENCY INDEMNITY

If for the purpose of effecting any payment(s) made to or for the Bank's account in connection with the Credit Facilities or obtaining judgment in any court in any country it becomes necessary to convert into any other currency (hereinafter called "the judgment currency") an amount due in the currency expressed in the Letter of Offer then the conversion shall be made at the rate of exchange prevailing at a date to be decided by the Bank in its absolute discretion (hereinafter referred to as the "conversion date"). If there is a change in the rate of exchange prevailing between the conversion date and the date of payment of the amount due, the Borrower will pay such additional amounts (if any, but in any event not a lesser amount) as may be necessary to ensure that the amount paid in the judgment currency when converted at the rate of exchange prevailing on the date of payment will produce the amount then due in the currency expressed in the Letter of Offer.

30. AVAILABILITY OF FUNDS/REVIEW

The availability of the Credit Facilities is subject always to availability of funds to the Bank and to the Bank's discretion to review the Credit Facilities (including but not limited to the limits established by the Bank on any Credit Facilities) at any time and from time to time. The Bank reserves the right to terminate or withdraw the Credit Facilities at any time upon reasonable notice if practicable irrespective of whether or not the Borrower have breached any of the terms and conditions contained herein or in any documents in relation to the Credit Facilities and without any obligation (be it at law or in equity) to assign any reason for such termination or withdrawal.

31. RIGHTS TO VARY

- 31.1 The Bank shall have the absolute discretion to vary, modify and supplement this Standard Terms ("the variations") and the variations shall be deemed to be part of this Standard Terms and be binding upon the Borrower, the Mortgagor and the Guarantor. The variations shall take

effect from the date stated in the Bank's notice to the Borrower. The Bank may in its absolute discretion notify the Borrower of the variations via:

31.1.1 Statement(s) of account sent to the Borrower;

31.1.2 Notices and displays at the Bank's branches;

31.1.3 Letter;

31.1.4 Publications and notices in any form of media including through the Bank's website or any newspaper; or

31.1.5 Any such other means of communication as the Bank may determine in its absolute discretion.

31.2 If the Borrower, the Mortgagor and or the Guarantor do not accept the variations, the Borrower, the Mortgagor and or the Guarantor shall forthwith repay the Bank all monies owing under the credit facilities or hereunder. Where the Borrower or the Mortgagor continues to use the Credit Facilities or if the Credit Facilities remains outstanding after such notification, the Borrower, the Mortgagor and or the Guarantor shall be deemed to have agreed with and accepted the variations.

32 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001

A person who is not a party to the agreement constituted by the Letter of Offer and the terms and conditions herein shall have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

33 DEFINITION

When used herein:

"Bank" means RHB Bank Berhad, Singapore branch and shall be construed to include its successors, transferee and assigns from time to time.

"Credit Facilities" means the banking or credit facilities granted to the Borrower inclusive of the Banking or Credit Facilities as evidenced in the Letter of Offer.

"Borrower" means the person to whom the Credit Facilities have been granted and includes his personal representatives, the successors and assigns of the Borrower. Where two or more persons constitute the expression "the Borrower" all covenants, agreements, undertakings, terms, stipulations and other provisions in the Letter of Offer and these Standard Terms and Conditions shall be deemed to be made by and be binding on the Borrowers jointly and severally.

"HDB" refers to the Housing Development Board and shall include its successors and assigns.

"H & D Act" refers to the Housing and Development Act (Cap 129) including all rules and regulations made thereunder.

Any reference to "Letter of Offer" means the Letter of Offer from the Bank to the Borrower and includes any supplemental letter or letters amending, supplementing, varying or superseding the said Letter of Offer or the terms and conditions contained herein.

"Mortgagor" "Chargor" means the person who has granted a mortgage or charge over any securities to secure the Credit Facilities and includes his personal representatives, successors and assigns.

"Guarantor" means the person or corporation/company who has given a guarantee to the Bank to secure the Credit Facilities and includes his personal representatives, successors and assigns.

References to singular nouns shall include the plural where appropriate and vice versa.

Paragraph headings are for ease of reference only.