

## **RHB BANK BERHAD ("THE BANK")**

### Standard Terms and Conditions for Preferred Credit Term Loan (LOAN) under the Special Financial Relief Programme

#### **1 INTEREST**

- 1.1 All interest shall be charged and payable at the rate(s) provided in the Approval Letter up to the date of full payment of the amounts due, as well after as before any judgement obtained in respect thereof.
- 1.2 Interest shall be calculated on the amount outstanding based on the actual number of days in a calendar month on a 365-day year on monthly rest basis. The Bank shall at its sole discretion be entitled to vary the basis of calculation of interest payable upon notification to the Borrower.

#### **2. INTEREST ON DEFAULT**

- 2.1 Additional interest is payable on any overdue instalment at the rate stated in the Approval Letter on the instalment amount in arrears calculated from the due date until the date of payment of the amount.
- 2.2 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 or at any other rate (whichever is the higher) on the full amount outstanding upon the Bank recalling the LOAN or upon an Event of Default occurring from the due date until the date of payment of the amount thereof by the Borrower.
- 2.3 Notwithstanding the above the Bank shall be entitled at its absolute discretion at any time and from time to time vary the rate of the additional interest provided that prior notification of such variation has been provided to the Borrower.

#### **3. REPAYMENT**

- 3.1 The Borrower is to repay the LOAN in monthly instalments.
- 3.2 Before the commencement of the instalment amount, interest on the actual amount outstanding is payable on the last day of the month of drawdown.
- 3.3 The monthly instalments and interest payable shall be debited from the Borrower's current account or any other account with the Bank. The Borrower shall ensure that the current account has sufficient funds before the due date to meet the deduction.
- 3.4 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.

#### **4 PREPAYMENT**

- 4.1 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 REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**

- 5.1 The Borrower for themselves and for each other warrant declare and represent that:
  - 5.1.1 There is no litigation, arbitration or other proceedings or claims pending or threatened against the Borrower or any of the Borrower's assets;
  - 5.1.2 There are no bankruptcy petitions, proceedings or orders made against the Borrower;
  - 5.1.3 The Borrower is in any event unable to pay his or their debts respectively or are insolvent within the meaning of the Bankruptcy Act;

5.1.4 The Borrower has not entered into any statutory or other arrangement (voluntary or otherwise) or composition for the benefit of creditors generally.

## 6. 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 LOAN to such extent shall be cancelled and the Borrower will forthwith upon notice from the Bank repay all moneys outstanding under the LOAN together with interest thereon and all other moneys agreed to be paid by the Borrower hereunder.

## 7. APPLICATION OF MONEYS

If any sum(s) paid or recovered in respect of the Borrower's liabilities in respect of the LOAN 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.

## 8. SETOFF

In addition to any other rights that the Bank may have, 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 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's 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.

## 9. COSTS EXPENSES AND FEES

9.1 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 LOAN 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.

9.2 Where the Borrower is in default of payment of fees, charges 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.

## 10. WAIVER

10.1 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 Approval Letter 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.

10.2 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.

## 11. EVENTS OF DEFAULT

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

11.1.1 the Borrower fails to pay the Bank any part of the LOAN (including interest and any other sum due)

on demand or on the due date(s) thereof;

- 11.1.2 if the Borrower fails to pay any of the instalments of the Loan and/or interest after the same is or are due;
  - 11.1.3 if the Borrower fails to observe or perform any of the terms and conditions herein, or in the Approval Letter or under any agreement relating to the Loan;
  - 11.1.4 if any legal or criminal proceedings of any nature shall be instituted against the Borrower;
  - 11.1.5 if the Borrower 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;
  - 11.1.6 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;
  - 11.1.7 if a distress or execution or writ of seizure and sale or attachment is levied upon or issued against any of the Borrower's properties;
  - 11.1.8 if the Borrower has a bankruptcy order made against him or a bankruptcy petition being presented against him;
  - 11.1.9 if the Borrower die or becomes insane;
  - 11.1.10 if any warranty, representation, statement of declaration made by the Borrower is in the Bank's opinion untrue or incorrect in any respect whatsoever;
  - 11.1.11 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 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;
  - 11.1.12 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 Loan or any part thereof to remain outstanding, for the Bank to carry out all or any of its obligations hereunder, or other agreements with the Borrower or for the Bank to exercise its rights hereunder or thereunder.
- 11.2 On the occurrence of any Event of Default:
- 11.2.1 The Bank shall cease to be under any further commitment to the Borrower and all outstanding amounts under the Loan shall become due and payable immediately without demand;
  - 11.2.2 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);
  - 11.2.3 the Bank shall in addition to the rights set out herein, be entitled to charge additional interest at the default rate on the whole amount outstanding from the due date until the date of payment.

## 12. CONCLUSIVE EVIDENCE OF OUTSTANDING AMOUNT

- 12.1 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.
- 12.2 Notwithstanding the foregoing the Bank has the right to adjust the account and correct any erroneous entry or omission at any time.

### 13. CHANGE OF ADDRESS

- 13.1 The Borrower shall notify the Bank immediately of any change of address. The Borrower's address will be treated as the latest residential address in Singapore that is registered with the Bank unless otherwise specified in writing.
- 13.2 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.
- 13.3 Any request for a change of address to a post office box or an address outside of Singapore will not be accepted or processed by the Bank.

### 14. NOTICES AND CORRESPONDENCES

- 14.1 Any notice or communication to the Borrower may be given in writing or orally. If in writing, it may be delivered personally, or by post, courier, facsimile, SMS or electronic mail to the last known address, number or electronic mail details or to such other address, number or electronic mail details as the Borrower may have notified the Bank in writing or by other electronic means or on the Bank's website and will be deemed to be given or made or received:
- (a) if delivered personally, at the time left at the relevant address;
  - (b) if sent by post 2 days after posting notwithstanding that it is returned by the post office undelivered;
  - (c) if sent by registered mail or courier, on the date it is delivered or delivery is attempted, notwithstanding that it is undelivered or returned undelivered;
  - (d) if sent by facsimile, at the time shown on the transmission report as being successfully sent;
  - (e) if sent by electronic mail or SMS, at the time of delivery from the Bank's electronic messaging system notwithstanding that it was not successfully delivered;
  - (f) if delivered via other electronic means, 24 hours after the Bank sends it notwithstanding that it was not successfully delivered;
  - (g) if orally, when given to the Borrower such demand or notice as set out in the Bank's records.
- 14.2 Any notice or communication in relation to the Loan to the Bank must be given in writing at its address notified to the Borrower and shall be deemed to be given or made or received only on the day of actual receipt by the Bank and it being agreed that the burden of proving receipt will be on the sender.
- 14.3 In addition, where there is more than one Borrower any demand or notice may be served by the Bank on either/any of the Borrowers and such service shall be deemed to be sufficient service in respect of both/all the Borrowers.
- 14.4 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.
- 14.5 In the case of the death of the Borrower 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 as aforesaid addressed to the Borrower or the Borrower's personal representative 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 was still living.
- 14.6 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 Borrower's 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.

### 15. PRIVACY AND CONFIDENTIALITY DISCLOSURE

Purposes of Collection and Use of Information

- 15.1 The information in the application form and the supporting documents and any other information provided by the Borrower to the Bank are collected for several reasons including the following purposes:
- 15.1.1 to enable the Bank to consider the Borrower's request for the LOAN and to enable subsequent credit review of the Borrower's LOAN account;
  - 15.1.2 to process and maintain the Borrower's data, records or payments in relation to the Loan facility granted by the Bank to the Borrower;
  - 15.1.3 to perform administrative and operational tasks including without limitation risk management, credit scoring, system development, and provision of call centre and internet banking services;
  - 15.1.4 for statistical gathering purposes to improve or develop existing or other products and services, for market research and marketing or promoting other products and services to the Borrower;
  - 15.1.5 for financial and credit reporting;
  - 15.1.6 to prevent or investigate any fraud or crime (or any suspected fraud or crime);
  - 15.1.7 for compliance with any regulatory requirements, laws or regulations;
  - 15.1.8 to provide banker's reference to other financial institutions; and/or
  - 15.1.9 for any other purpose as the Bank may consider to be reasonably necessary or desirable;

Persons to Whom Information May Be Disclosed to

- 15.2 The Bank may disclose the Borrower's personal information for the aforesaid purposes to:
- 15.2.1 any branch or agent of the Bank, including the Bank's head office and its branches, agents, representative offices, regional offices or affiliates, or any related corporation of the Bank anywhere in the world ("RHB Group Member");
  - 15.2.2 any office, branch, affiliate, subsidiary, employee or agent of an RHB Group Member or to its auditors or legal advisers;
  - 15.2.3 credit reporting agencies and, in the event of default, debt collecting agencies;
  - 15.2.4 any outsourced provider, agents and contractors which the Bank or any RHB Group Member engages to carry out or assist its banking functions and activities;
  - 15.2.5 regulatory bodies, government agencies, law enforcement bodies and courts;
  - 15.2.6 other parties the Bank is authorised or required by law to disclose information to;
  - 15.2.7 third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - 15.2.8 third party reward, loyalty and privileges programme providers;
  - 15.2.9 co-branding partners of the Bank and of any RHB Group Member;
  - 15.2.10 the Bank's authorised agents or the Borrower's executor, administrator or legal representative;
  - 15.2.11 any person where in 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;
  - 15.2.12 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; and/or
  - 15.2.13 any person as the Bank may consider reasonably necessary or desirable.

Failure to provide data and information

- 15.3 The Borrower agrees and acknowledges that failure by the Borrower to provide personal information required by the Bank, provision of incorrect personal information, updating of personal information or withdrawal of its consent to the Bank collecting, using or disclosing its personal information, may result in the Borrower's application for the Loan facility being declined or otherwise affect the Bank's ability to continue to provide the Loan facility to the Borrower.

Rights of the Borrower in respect of personal information

- 15.4 To the extent permitted by law, the Borrower may request access, correction or updating of its personal information.
- 15.5 The Bank may charge a reasonable fee for the processing of any data access request.

16. 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.

17. INCONSISTENCIES

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

18. RIGHTS TO VARY

- 18.1 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 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:

- i. Statement(s) of account sent to the Borrower;
- ii. Notices and displays at the Bank's branches;
- iii. Letter;
- iv. Publications and notices in any form of media including through the Bank's website or any newspaper; or
- v. Any such other means of communication as the Bank may determine in its absolute discretion.

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

19. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001

A person who is not a party to the agreement constituted by the Approval Letter 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.

20. 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.

21. GOVERNING LAW

The Approval Letter 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.

22. 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.

"Borrower" means the person to whom the Loan 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 Approval Letter and these Standard Terms and Conditions shall be deemed to be made by and be binding on the Borrowers jointly and severally.

"Loan/LOAN " means the Preferred Credit Term Loan to the Borrower as evidenced in the Approval Letter.

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

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

Paragraph headings are for ease of reference only.