

Terms and Conditions UOB Cardmember Agreement

This document is a legal contract between you and us. You are bound by the terms and conditions of this Agreement (which may be modified from time to time) as soon as you have received, signed or used your Card.

1. DEFINITIONS

1.1 In this document, the words and phrases below have the meanings shown next to them:

Application the Bank's application form for a Card to be issued on these terms and conditions.

ATM automatic teller machines accepting the Card.

ATM Card a card issued to current and savings account holders of the Bank for use at an ATM.

Card a credit card we issue on these terms and conditions including any Supplementary Cards, Corporate Cards and Personal Corporate Cards if applicable.

Card Account the relevant Card account.

Cash Advance cash issued in any currency with the use of the Card or the Card Account number.

Card Transaction a transaction effected by using the Card or Card Account number (including a payment for goods, services and/or benefits and a Cash Advance).

CardUser a person who has been issued a Corporate Card.

Corporate Card a Visa/MasterCard business credit card we issue to a CardUser on these terms and conditions.

Corporate Cardmember the employer of a CardUser who has jointly with the CardUser applied for a Corporate Card.

Credit Limit the maximum amount we allow you to owe us on the Card Account at any time. This amount may be varied at any time without prior notice to you.

Minimum Payment the minimum amount you must pay us each month, which we calculate in accordance with Clause 6.2.

Outstanding Balance the total sum you owe us as at the relevant time on your Card Account under this Agreement including all Card Transactions, interest, fees, charges, actual or contingent (whether or not exceeding the Credit Limit).

Payment Date the date given on your Statement by which you must make a payment.

Personal Corporate Card a Visa/MasterCard business credit card we issue to a Personal Corporate Cardmember.

Personal Corporate Cardmember the person to whom we have issued a Personal Corporate Card.

PIN the personal identification number we assign you which you may change subsequently.

Principal Cardmember a Cardmember upon whose application a Supplementary Card is issued.

Statement a statement of account issued by us reflecting the Outstanding Balance for the specified period.

Supplementary Card a Card we issue to a Supplementary Cardmember.

Supplementary Cardmember the person to whom we issue a Supplementary Card.

We, us, our, the Bank United Overseas Bank Limited.

You, your, Cardmember the person, partnership or company who signed the Application. If applicable, these words include Principal Cardmember, Supplementary Cardmember, Personal Corporate Cardmember, Corporate Cardmember and CardUser.

Your Information your personal and financial information we obtain from you or others or which we learn about you.

1.2 **Interest** will be calculated based on a 365-day year (or 366-day year in a leap year).

2. USING THE CARD

2.1 When you receive your Card you must sign it immediately.

2.2 By receiving, signing on or using the Card, you have accepted and shall be deemed bound by these terms and conditions.

2.3 Please keep the Card safely and ensure that you and no one else uses the Card.

2.4 Although the Card is held by you, it remains our property. You must return the Card cut in half to us immediately upon our request at any time.

2.5 You must ensure that the Card is not used for any illegal Card Transaction. The Card may only be used to effect Card Transactions during its validity period as printed on the Card.

3. CREDIT LIMIT

- 3.1 You must not use the Card such that the Outstanding Balance exceeds the Credit Limit. If you do exceed the Credit Limit you remain liable to pay for the whole Outstanding Balance immediately.
- 3.2 When deciding whether you have exceeded the Credit Limit we may include any Card Transaction which we have approved but have yet to post into the Card Account.

4. THE ACCOUNT

- 4.1 We will debit the Card Account with the Outstanding Balance.
- 4.2 We will normally send you a Statement on a monthly basis. Statements may be suspended if your Card Account is inactive.
- 4.3 We will only give you a refund for a Card Transaction after the merchant or retailer has given us a valid credit voucher.
- 4.4 If any Card Transaction is in a foreign currency, we will convert the amount into Singapore dollars at the prevailing wholesale foreign exchange rate selected by Visa/MasterCard/JCB International. All overseas transactions will be subjected to a Bank charge of 1.5% (or such other rate as determined by us from time to time) plus any other fees levied by Visa/MasterCard/JCB International.
All MasterCard cards transactions effected in Singapore dollars and processed overseas are levied an additional fee of 0.8% by MasterCard International Incorporated.
- 4.5 You are required to promptly notify us in writing of any change in the particulars provided in your Application including your address and employment and provide us with any information we may request from time to time.

5. CASH ADVANCE

- 5.1 You may use your Card to obtain Cash Advances at banks' counters or at any ATM.
- 5.2 The amount of Cash Advance is subject to a limit decided by us. Please note that the limits applicable to Cash Advances may be different from the Credit Limit.
- 5.3 We will charge you a fee for Cash Advances (which includes request via our 24 hour hotline or SMS) calculated according to Clause 7.

6. PAYMENT

- 6.1 (a) You are responsible to make full payment of the Outstanding Balance to us but you need not make full payment immediately unless we ask you to. You must however pay at least the Minimum Payment shown in the Statement.
(b) If we do not receive the Minimum Payment by the Payment Date, you will have to pay all charges and fees as set out in Clause 7.
- 6.2 Unless we specify otherwise, the Minimum Payment will be as follows:

	Minimum Payment
Accounts less than S\$50.00	Current Balance
Accounts that exceeds S\$50.00 but not over limit	3% of current balance or S\$50.00 whichever is higher, plus any overdue amounts
Accounts that are over limit	3% of credit limit, plus excess over credit limit, plus any overdue amounts

If you pay less than the Minimum Payment, the outstanding Minimum Payment will be carried forward and added to the following month's Minimum Payment.

- 6.3 We are entitled at our discretion to apply any payment received by us from you in any order of priority and in any manner as we deem fit.
- 6.4 All payments are to be made in Singapore Dollars. If any payment is received or recovered by us in a foreign currency we shall convert that currency into Singapore dollars at an exchange rate we decide and apply the amount of Singapore dollars toward the Card Account.

- 6.5 (a) You must make all payments in full without any deduction or withholding (whether in respect of set-off, counter-claim, duties, taxes or otherwise) unless such deduction or withholding is required by law.
- (b) If a deduction or withholding is required by law, you must immediately pay to us an additional amount such that the net amount received by us is equal to what we would have received had no such deduction or withholding been made.
- (c) You must pay all goods and services tax and/or any other taxes imposed by law or required to be paid under this Agreement and we are entitled to debit the same to the Card Account.

7. CHARGES

7.1 We will charge and debit to your Card Account:

- (a) interest which is calculated on a daily basis at 24% per annum (subject to a minimum charge of S\$2.50), if we do not receive full payment of the Outstanding Balance by the Payment Date:
- (i) On the Outstanding Balance from the date of the Statement until the next Statement date or until and including the date when any payment is credited to your Card Account, whichever is earlier; and
- (ii) On every Card Transaction posted, from the date that Card Transaction amount was posted to the Card Account until the next Statement date or the earlier date when full payment is credited to your Card Account; and
- (iii) Where a partial payment has been made prior to the next Statement date, on the remaining Outstanding Balance after deducting the partial payment, from the day following the date the partial payment is credited to your Card Account until the next Statement date; or
- (iv) If a series of partial payments have been made, for each period from the date the first partial payment has been credited to your Card Account until the next partial payment date is credited to your Card Account or the next Statement date, whichever is earlier, on the remaining Outstanding Balance after deducting the respective partial payments which have been credited to your Card Account. (and for the purposes of this sub clause (a) only, Cash Advances are excluded in the calculation of the Outstanding Balance and in the use of the expression "Card Transaction").
- (b) A late payment charge of S\$45.00 per month if the Minimum Payment specified in the Statement is not received by us by the Payment Date;
- (c) Interest calculated on a daily basis at 24% per annum on the Cash Advance from the date of such Cash Advance until the date of full payment;
- (d) A Cash Advance fee, in respect of each Cash Advance obtained, of an amount equivalent to 5% of the Cash Advance subject to a minimum of S\$15.00;
- (e) A joining fee or an annual fee;
- (f) A renewal fee or replacement fee for the Card;
- (g) A cheque processing fee for any dishonoured cheque;
- (h) GIRO fee for any GIRO payment which is rejected for any reason;
- (i) An administrative fee for the production or retrieval of any document of and relating to the Card Account; and/or
- (j) A "No Show" charge equivalent to the rate charged by the establishment for one night's lodging for each room reserved if you have used the credit card reservation service to reserve any accommodation at the establishment and failed to arrive before check-out time the day following the scheduled arrival or if you fail to cancel the reservation prior to 6 p.m. (local time at the establishment) on the scheduled arrival date.

7.2 The amount of fees, interests and charges payable by you shall be decided and may be changed from time to time by us.

7.3 All interests and charges payable under this Agreement are payable as well after as before judgment.

8. OUR DISCRETION

8.1 We reserve the right not to approve any Card Transactions.

8.2 You can normally use the Card until its expiry date. However we reserve the right to suspend the use of the Card or to change any benefits or privileges of your Card Account.

9. PIN AND USE AT ATMS

9.1 If a PIN is issued to you for use with your Card at any ATM:

- (a) The PIN may be collected by you personally or sent to you by post;
- (b) You must not disclose the PIN and must take all care to prevent others from knowing the PIN;
- (c) As no one can use the Card at an ATM without the PIN, you are liable for all Card Transactions effected by the use of the Card at any ATM whether or not such use is authorised by or known to you;

- (d) Your use of the Card is also subject to other of our terms and conditions regulating the type of account that may be operated by the use of the Card. This Agreement does not change those terms and conditions;
- (e) When you use the Card or the PIN at any ATM to effect transactions which could also be effected by the use of an ATM card, the Card is treated as an ATM card for such purpose and the terms and conditions in respect of the use of an ATM card then prevailing will govern all such transactions so effected; and
- (f) We may change, de-activate or revoke the use of the PIN if necessary.

10. LOSS OR THEFT OF CARD / DISCLOSURE OF PIN

- 10.1 You must safeguard the Card and ensure that the PIN is known only to you.
- 10.2 If the Card is lost or stolen or if the PIN is disclosed, you must:
 - (a) Immediately notify us;
 - (b) Assist in the recovery, and
 - (c) Furnish to us a statutory declaration in such form as we will specify or a police report and any other information we may require.
- 10.3 When you notify us that your Card has been lost, stolen or PIN disclosed you will not be liable for any Card Transaction effected after we have received your notification of such loss, theft or disclosure.
- 10.4 If the lost or stolen Card is recovered, you must immediately return the Card to us cut in half without using it.
- 10.5 We may issue a replacement Card or a new PIN upon such terms and conditions as we may think fit.

11. TERMINATION

- 11.1 You may terminate your Card Account by completing all the following steps:
 - (a) Giving us written notice of termination;
 - (b) Returning to us the Card cut in half; and
 - (c) Paying the Outstanding Balance to us in full (including such Card Transactions already incurred but not debited to the Card Account before we have received the Card).
- 11.2 We reserve our right to terminate the use of the Card at any time. We may terminate the use of the Card in the event of:
 - (a) Your bankruptcy, insolvency, death or incapacity;
 - (b) A breach by you of this Agreement; or
 - (c) An adverse change in your financial condition as may be determined by us.
- 11.3 If we terminate the use of the Card for any reason, you must immediately return the Card to us cut in half and pay us the Outstanding Balance in full, including such Card Transactions already incurred but not debited to the Card Account before we have received the Card.
- 11.4 We will not refund the annual fee or any other fees if the Card Account and the use of the Card is terminated.
- 11.5 Your obligation under this Agreement will continue despite the termination of the Card Account and the use of the Card for any reason by either party.

12. EXCLUSION OF LIABILITY

- 12.1 (a) We are not responsible for the quality of any goods supplied and the performance of any services provided by any establishment with the use of the Card.
- (b) You cannot use a claim dispute or counterclaim or right of set-off you may have against any establishment to make a claim against us, or refuse to pay us.
- 12.2 We will not be liable if any establishment refuses to accept the Card for any reason.
- 12.3 (a) We will not be liable to you if we cannot carry out our responsibilities under this Agreement as a result of anything that we cannot reasonably control. This includes any machine, computer system, transmission or communication link failing to work; and any industrial dispute, war or Act of God.
- (b) Your liability for interest will still continue whether or not we give you a Statement. If there is no Statement, for the purpose of calculating interest and the Payment Date we may select a date each month as the Statement date.
- 12.4 We are not liable in any way for any injury to your credit, character and reputation if we repossess your Card or request for its return.
- 12.5 (a) You accept that the communication and arrangements for the International Emergency Assistance Service (which is only available for certain Card types) are provided by third-party service providers.
- (b) You are responsible for the cost of any medical, legal or other services used and you accept that assistance is provided on a best-efforts basis and may not be available due to time, distance or location.

- (c) You will not hold us, MasterCard International Incorporated or Visa International Service Association responsible for the availability, use, act, omission, loss or damage suffered as a result of any such medical, legal or transportation service.

12.6 You are not entitled to assign or otherwise dispose of any of your rights against us.

13. CHANGING OF AGREEMENT

13.1 We may change the terms of this Agreement at any time and in such manner as we may decide. We will give you notice about any such changes by any means or manner as we may decide. This includes:

- Advertising in the press or on our internet web site;
- Inserting messages in your monthly statement; or
- Other written notices.

The changes will be effective from the date specified in our notice.

13.2 If you do not accept any such changes, you may within seven days after the date of our notice terminate your Card Account in accordance with Clause 11.

13.3 If you retain or use the Card after we have given notice of any changes to this Agreement, you are taken to have fully accepted and agreed to such changes.

14. SET-OFF AND COMBINATION OF ACCOUNT

14.1 We may at any time without first informing you, at our discretion combine the Card Account with any of your other accounts with us (including those in our overseas branches and whether such other account is held by you alone or jointly with others and whether such account is a current, savings, time deposits or any other types) set-off or transfer any monies standing to the credit of such other accounts in full or partial payment of any sum owed by you to us.

14.2 Where such combination and/or set-off requires the conversion of one currency into another, we are entitled to effect such conversion at such time and rate of exchange as we decide and you must bear all exchange risks, losses, commission and other bank charges which may be incurred.

15. YOUR INFORMATION

15.1 We, our employees or agents may at any time without notice or liability disclose your Information to:

- (a) Any Participant or merchant which accepts the Card;
- (b) Any member of MasterCard International Incorporated or Visa International Service Association, and their respective agents;
- (c) Any bank, financial institution, credit company or credit reference agent;
- (d) Any of your Supplementary Cardmembers or a CardUser;
- (e) Any guarantor or other person who has undertaken liability or provided security for the Card Account;
- (f) Any other person we consider it in our interest to make such disclosure;
- (g) Any credit bureau of which the Bank is a member and/or any other member of such credit bureau; and
- (h) Your employer.

15.2 By accepting this Agreement you are giving us your written permission to disclose your Information pursuant to Section 47(2) of the Banking Act (Chapter 19) (as amended or re-enacted from time to time).

16. SUPPLEMENTARY CARD

16.1 If we issue a Supplementary Card, this Clause 16 and all the other clauses except for Clause 17 shall apply to the Supplementary Card.

16.2 (a) The Supplementary Card, PIN, Statement and all communication will be given to the Principal Cardmember.

(b) All communication given to either the Principal Cardmember or the Supplementary Cardmember shall be treated as communication given to both.

(c) The Principal Cardmember and each Supplementary Cardmember agree to be bound by all instructions made by any of the other Cardmembers or any third party authorised in writing by the Principal Cardmember to operate the Card Account.

16.3 The Principal Cardmember is liable for the Outstanding Balance (whether or not incurred by the Principal Cardmember or any Supplementary Cardmember) and the Principal Cardmember is jointly and severally liable with each Supplementary Cardmember in relation to each Supplementary Card.

16.4 Each Supplementary Cardmember is fully liable for such part of the Outstanding Balance in connection with his Supplementary Card, but is not liable for such part of the Outstanding Balance incurred by the Principal Cardmember or other Supplementary Cardmembers.

- 16.5 All your liabilities and obligations shall not be affected in any way by any dispute or counterclaim or right of set-off which the Principal Cardmember and any Supplementary Cardmember may have against each other.
- 16.6 A discharge or waiver of any liability of the Principal Cardmember or any Supplementary Cardmember for any reason shall not affect the rights and liabilities of the other Cardmembers.
- 16.7 The Credit Limit in respect of the Card Account is the combined limit of both the Principal Cardmember and the Supplementary Cardmember.
- 16.8 (a) We are entitled to apply any payment received for the Card Account in payment of either the amount owed by the Principal Cardmember or the Supplementary Cardmember in any manner we think fit.
(b) We are entitled, at any time and without notice or liability, to combine the Card Account with any other accounts maintained by the Principal Cardmember with us and set-off or transfer any monies standing to the credit of such accounts towards the full or partial discharge of any sum owed by Principal Cardmember and any Supplementary Cardmember to us.
- 16.9 The Principal Cardmember may terminate the use of any Supplementary Card at any time in accordance with Clause 11.1. Each Supplementary Cardmember may terminate the use of his Supplementary Card in accordance with Clause 11.1.

17. PERSONAL CORPORATE CARD / CORPORATE CARD

- 17.1 (a) If we issue a Personal Corporate Card to you, the Card Account is maintained in your name and not your employer's name. This Clause 17.1, and all other clauses applicable to the Card will apply to the Personal Corporate Card.
(b) You are solely liable for the Outstanding Balance incurred and your employer is not liable in any way for the Outstanding Balance incurred by you under this Agreement.
(c) By using the Personal Corporate Card you are authorising your employer to act for and on your behalf to give any instructions, notices or requests (including request for the termination of your Card Account) in connection with your Personal Corporate Card or your Card Account. You are bound by any such notice, instructions or requests made by your employer.
(d) Although your Personal Corporate Card and PIN will be given to you, your Statement and all other communication may be given to the employer or you or to both. All communication given to your employer is deemed to be communication given to you.
- 17.2 (a) If a Corporate Card is issued to a CardUser upon the application of a Corporate Cardmember this Clause 17.2 and all other applicable clauses will apply to the Corporate Card.
(b) We will open and maintain a Card Account for each Corporate Card in the name of the Corporate Cardmember.
(c) The Corporate Cardmember is responsible for the Outstanding Balance incurred on each and every Corporate Card.
(d) Each CardUser is jointly and severally liable with the Corporate Cardmember for the Outstanding Balance on his Corporate Card but the CardUser is not liable in any way for the Outstanding Balance incurred by any other CardUser.
(e) Your liabilities and obligations shall not be affected in any way by any dispute or counterclaim or right of setoff that the Corporate Cardmember and CardUsers may have against each other.
(f) The discharge or waiver of any liability of a CardUser for any reason shall not affect the rights and liabilities of the Corporate Cardmember or the other CardUsers.
(g) The Corporate Cardmember must promptly notify the Bank in writing of:
 - (i) Any termination or suspension of employment of the CardUser with the Corporate Cardmember; and/or
 - (ii) Any change or proposed change in the organisation or structure of the Corporate Cardmember; and/or
 - (iii) The commencement of any insolvency proceedings against the Corporate Cardmember or the cessation of business of the Corporate Cardmember.
- (h) The Corporate Cardmember must notify the Bank of particulars of its representatives authorised, from time to time, to communicate with the Bank on matters concerning the Card Account but the Bank may liaise with any other person representing or purporting to represent the Corporate Cardmember.
- (i) The Corporate Cardmember is entitled to terminate the use of any one or more Corporate Cards at any time in accordance with Clause 11.1; and give any other notices or instructions, in connection with the Corporate Card or the Card Account and the CardUser is bound by any such notices or instructions made by the Corporate Cardmember and agreed to by the Bank.
- (j) The CardUser may terminate the use of his Corporate Card in accordance with Clause 11.1.
- (k) In addition to Clause 11.2, the Bank may terminate the Card Account in any one or more of the following events:

- (i) The appointment of a receiver, judicial manager or trustee over any of the assets of the Corporate Cardmember; or
- (ii) The Corporate Cardmember proposing to enter into a scheme of arrangement or other similar proceedings under the Companies Act; or
- (iii) The termination of the CardUser's employment with the Corporate Cardmember; or
- (iv) The bankruptcy, insolvency or death of the Corporate Cardmember (where the Corporate Cardmember is an individual); the dissolution of the Corporate Cardmember or the bankruptcy, death or insolvency of any of the partners (where the Corporate Cardmember is a partnership); the presentation of any petition for the liquidation or winding up of the Corporate Cardmember (where the Corporate Cardmember is a company).
- (l) The CardUser will remain fully liable to us for the Outstanding Balance incurred or payable by the CardUser under this Agreement even if we agree with the Corporate Cardmember not to make any claim against the Corporate Cardmember or to limit the amount that we will claim against the Corporate Cardmember.
- (m) You agree to assist and cooperate with us in any investigation, litigation or prosecution against the Corporate Cardmember or the CardUser and provide all such documents and other evidence as we may require.
- (n) The Corporate Card and PIN will be given to the CardUser, but the Statement and all other communications may be given to both the Corporate Cardmember or the CardUser.
- (o) All communications given to or by the CardUser or the Corporate Cardmember shall be treated as communications given to or from both.

18. PRIVILEGE SCHEME

- 18.1 The Card issued to you may carry various benefits or privileges on your purchase of goods or services from establishments participating in various schemes ("Privilege Scheme"). We reserve the right to add, modify or cancel such benefits or privileges from time to time.
- 18.2 Notwithstanding anything herein, the Bank shall not at any time be responsible or be held liable for your purchase of goods or services under the Privilege Scheme.

19. GENERAL

- 19.1 Our records (including computer and microfilm stored records) of all matters relating to you and your Card Account and any certificate signed by any of our officers for the time being stating the Outstanding Balance as at any specified date is conclusive and binding on you for all purposes whatsoever (unless it is obviously wrong).
- 19.2 We may destroy any document relating to your Card Account after microfilming the same.
- 19.3 You agree not to dispute the authenticity or the accuracy of any computer output that we rely upon for any purpose whatsoever.
- 19.4 Please check the Statement sent to you. If we do not receive any objection in writing from you within fourteen (14) days from the date of the Statement the contents of the Statement shall be taken as correct and conclusive unless we ourselves rectify it.
- 19.5 (a) All Statements and correspondence under this Agreement may be served by personal delivery, ordinary post and/or facsimile transmission to your last known address (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business) or facsimile number as may be provided to us or our solicitors and/or published in such manner as we may select
- (b) All communication is deemed to have been effectively served on you on:
 - (i) The date of delivery if delivered by hand; and
 - (ii) On the date of transmission if by facsimile transmission; and
 - (iii) On the day immediately after the date of posting if sent by post; and
 - (iv) On the date of publication if published.
- 19.6 (a) We may serve any writ of summons, statement of claim or other legal process or document in respect of any action or proceedings under this Agreement required by any relevant law or the rules of court to be served on you by personal service, by leaving the same at, and/ or sending the same by ordinary post, to the last known address (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business) as may be provided to us or our solicitors.
- (b) Such legal process or document is deemed to have been duly served on you:
 - (i) On the date of delivery, if sent by hand; and
 - (ii) On the date immediately following the date of posting, if sent by post.
- (c) Service of such legal process is deemed to be good and effective service of such legal process on you even if documents are returned to us undelivered and nothing in this Agreement shall affect our right to serve legal process in any other manner permitted by law.

- 19.7 We may rely and act on any communication or instructions which we believe originates from you (whether orally or in writing and whether in person or over the telephone or by facsimile or other means of telecommunication and whether genuine or with or without your consent or authority), and any action taken by us in reliance on this shall bind you and we shall not be liable to you for any loss or damage incurred or suffered by you as a result of such action. We shall not be under any duty to verify the identity of any person communicating purportedly as you or on your behalf.
- 19.8 You are liable to pay and reimburse us on demand (on a full indemnity basis) any and all costs (including legal costs on a full indemnity basis), fees and expenses incurred by us in recovering or attempting to recover any sum due to us from you.
- 19.9 You must indemnify and keep indemnified us against all claims, demands, action, proceedings, losses and damages of any nature suffered, incurred or sustained by us directly or indirectly, by reason of or in connection with this Agreement.
- 19.10 If any one or more of the provisions of this Agreement or any part thereof is declared to be illegal, invalid or unenforceable under any applicable law, it will not affect the legality, validity or enforceability of the remainder of this Agreement in such jurisdiction or the legality, validity or enforceability of this Agreement in any other jurisdiction.
- 19.11 The remedies under this Agreement are cumulative and are not exclusive of the remedies provided by law.
- 19.12 No forbearance or failure or delay by us in exercising any right, power or remedy is to be deemed to be a waiver or partial waiver on our part; and no waiver by us of any of your breach of this Agreement is to be treated as a waiver of any subsequent breach or of any other provision of this Agreement.
- 19.13 This Agreement is governed by Singapore law. Both parties agree to submit irrevocably to the non-exclusive jurisdiction of the Courts of Singapore.