

TERMS & CONDITIONS GOVERNING PERSONAL LOAN FACILITIES

- 1. These Terms and Conditions, The Application Form and The Approval Letter**
 - 1.1 In applying for, maintaining and/or utilising any Personal Loan Facility with the Bank, the Borrower agrees to be bound by, and shall abide by, these Terms and Conditions and any other terms and conditions set forth by the Bank in the Application Form and the Approval Letter with respect to such Personal Loan Facility.
 - 1.2 These Terms and Conditions and any other terms and conditions set forth by the Bank in the Application Form and the Approval Letter are collectively referred to herein as the "Facility Agreement". In the event of any inconsistency between these Terms and Conditions and the terms and conditions set forth by the Bank in the Application Form, these Terms and Conditions shall prevail and in the event of any inconsistency between these Terms and Conditions and the terms and conditions set forth by the Bank in the Approval Letter, the terms and conditions set forth by the Bank in the Approval Letter shall prevail.
- 2. Conditions Precedent**
 - 2.1 The Personal Loan Facility will be granted or made available upon fulfilment of such conditions precedent as the Bank may in its sole and absolute discretion require including (but not limited to) the following:-
 - 2.1.1 the Bank being satisfied in its sole and absolute discretion:-
 - a. with the results of its bankruptcy searches against the Borrower and all other searches as the Bank deems necessary;
 - b. that no event of default (set out in Clause 9 below) has occurred or is likely to occur as a result of or in connection with the grant or use of the Personal Loan Facility or any part thereof;
 - c. that there are no legal proceedings, suits or actions of any kind whatsoever (whether criminal or civil) instituted against the Borrower;
 - d. that no circumstance has occurred or arisen which, in the Bank's sole opinion, would adversely affect the Bank's ability, decision or willingness to grant the Personal Loan Facility to the Borrower; and
 - e. that each of the Borrower's warranties and representations set out in Clause 33 below is true, complete and accurate;
 - 2.1.2 the Bank's receipt of:-
 - a. such legal and other documentation, which have been duly completed and executed by the Borrower (to the Bank's satisfaction in its sole and absolute discretion), as the Bank may in its sole and absolute discretion require;
 - b. payment by the Borrower of all costs, expenses and fees (if any) required to be paid to the Bank in connection with the grant or use of the Personal Loan Facility; and
 - c. in the event the availability of any Personal Loan Facility in Singapore Dollars is subject to approval being obtained from the Monetary Authority of Singapore or any regulatory authority, such approval as well as evidence of fulfilment of all terms and conditions to such approval (if any).
 - 2.2 For the avoidance of doubt, the Bank may at its discretion waive any one or more of the above conditions precedent.
 - 2.3 If any condition precedent is not met to the Bank's satisfaction, the Bank shall be entitled to, without giving the Borrower any reason, refuse, suspend, withhold the release of, or cancel, the entire or any part of the Personal Loan Facility.
 - 2.4 Notwithstanding the foregoing, and notwithstanding the satisfaction of any or all conditions precedent by the Borrower, the Bank hereby reserves the right in its sole and absolute discretion to refuse the grant of, or the disbursement of any funds under, the Personal Loan Facility or any part thereof without assigning any reason and such decision of the

Bank shall be final, conclusive and binding on the Borrower, and the Bank shall not be liable to the Borrower in any way whatsoever.

3. Disbursement

- 3.1 The Borrower shall pay such fee (as the Bank may from time to time in its sole and absolute discretion prescribe) in respect of each successful application for the grant of a Personal Loan. Such fee shall be payable in advance and shall not be refundable.
- 3.2 A Personal Loan shall be deemed to have been advanced on the date on which the loan monies are disbursed and credited by the Bank into the Borrower's Designated Account with the Bank.
- 3.3 The tenure of a Personal Loan shall be such length of time as the Bank may in its sole and absolute discretion specify.
- 3.4 All fees and charges payable by the Borrower under or in connection with the Personal Loan Facility may, in the Bank's sole and absolute discretion, be deducted by the Bank (a) from any loan monies to be credited into the Borrower's Designated Account with the Bank and only the net amount of the loan monies after the deduction of such fees and charges shall be disbursed to the Borrower; or (b) from the balance for the time being of the Borrower's Designated Bank Account.

4. Interest

- 4.1 Unless otherwise stipulated in the Approval Letter, interest is payable on all monies for the time being owing and unpaid under the Borrower's Personal Loan Facility at the Bank's prevailing rate of interest (or such other rate as the Bank may in its sole and absolute discretion prescribe) from time to time, such interest to accrue from day to day and be calculated on the actual number of days elapsed. All such interest shall be payable before as well as after any judgment.
- 4.2 Unless otherwise stipulated in the Approval Letter, interest shall be calculated on reducing monthly rests or such other periodic rests as the Bank may in its sole and absolute discretion require from time to time.
- 4.3 For the avoidance of doubt, the Bank shall not be required to give the Borrower any prior notice of any changes in the interest rate and a certificate by the Bank as to the change in interest rates, save for manifest, clerical or computation errors, be conclusive and binding for all purposes on the Borrower.
- 4.4 Interest shall be capitalised and added to the principal sum then owing at the end of each calendar month and shall bear interest accordingly.

5. Repayment

- 5.1 All monies owing and outstanding on the Borrower's Personal Loan Facility shall be repayable by the Borrower in monthly instalments as specified in the Approval Letter. Such payment of the monthly instalments goes towards payment of the principal and interest of the Personal Loan Facility.
- 5.2 The Borrower's monthly instalment payments may be debited by the Bank from the bank account of the Borrower which is (a) maintained by the Borrower with the Bank; and (b) designated for such purpose by the Borrower with the Bank's approval in the Bank's sole and absolute discretion. The Borrower shall maintain sufficient funds in such bank account at the respective due dates of each monthly instalment payment for the purposes of making such monthly instalment payments. All monthly instalment payments are to be made in Singapore dollars. Time shall be of the essence for the repayment of all sums payable by the Borrower.
- 5.3 The commencement of payment by the Borrower of the monthly instalment payments to the Bank shall be one month immediately after the date of the disbursement of the Personal Loan or at such other date as may be advised by the Bank.
- 5.4 Unless otherwise approved by the Bank, the Borrower may not request

for the release of or use of any part of the Personal Loan which has been repaid or cancelled.

6. Early Redemption / Restructuring

In the event that the Borrower wishes to fully or partially redeem or restructure a Personal Loan or the Personal Loan becomes fully payable (whether voluntarily or involuntarily, including as a result of the occurrence of an event of default under Clause 9 below) before the end of its tenure, the Borrower shall provide the Bank with 14 Calendar Days' prior written notice and a fee of a percentage (as the Bank may in the Bank's absolute discretion specify) of the total outstanding amount in respect of the Personal Loan or such other amount, as the Bank may in the Bank's absolute discretion specify, shall be charged and be payable on demand by the Borrower to the Bank.

7. Additional Fees

In the event that the Borrower fails to pay any of the monthly instalment payments in respect of the Personal Loan Facility when due and payable (whether on its original due date or by termination or acceleration of the Personal Loan Facility or otherwise), the Borrower shall, without prejudice to the Bank's other rights, pay on demand any other fee and/or charges as the Bank may in the Bank's absolute discretion charge per month or part thereof.

8. Application of Monies

The Bank may at the Bank's discretion appropriate any amounts paid by or otherwise recovered from the Borrower in respect of the Personal Loan Facility towards satisfaction of any sums then due and owing to the Bank under the Personal Loan Facility, notwithstanding that the Borrower may have purported to appropriate such monies in some other way.

9. Events of Default

9.1 If any of the following events occurs:

9.1.1 if the Borrower commits or threatens to commit a breach of any of the covenants, undertakings, stipulations, terms and conditions contained in the Facility Agreement;

9.1.2 if the Borrower defaults in any payment to the Bank under the Facility Agreement;

9.1.3 if the Borrower defaults under any other agreement involving the borrowing of monies or the granting of advances or credit which give the creditor concerned the right to accelerate repayment or withdraw the advance or credit;

9.1.4 the Borrower is in breach of any agreement by which the Borrower is bound or which the Borrower is a party to;

9.1.5 if the Borrower commences negotiations with one or more of the Borrower's creditors with a view to the general re-adjustment or rescheduling of the Borrower's indebtedness or makes a general assignment for the benefit of or a composition with the Borrower's creditors;

9.1.6 if any legal proceedings, suits or actions whatsoever (whether criminal or civil) and wheresoever is instituted against the Borrower;

9.1.7 if it shall become unlawful for the Borrower to observe, perform or fulfil any of the terms, conditions, undertakings or obligations under the Facility Agreement;

9.1.8 if the Bank determines that it is or will become unlawful or contrary to any directive or regulation for the Personal Loan Facility or any part thereof to remain outstanding, for the Bank to carry out all or any of its obligations under the Facility Agreement or other agreement(s) with the Borrower or for the Bank to exercise any of its rights thereunder;

9.1.9 if any Approval Letter, warranty, undertaking, representation, statement or declaration made by the Borrower to the Bank at or about the time of application for the Personal Loan Facility, or any other notice or document

given by the Borrower in relation to the Personal Loan Facility, is found to be incorrect or untrue in any respect or ceases to be correct or true in any respect or if the Borrower breaches, or does not fully comply with the same at any time;

- 9.1.10 if the Borrower becomes insolvent or is unable to pay his debts when they become due, or an application is made against the Borrower for bankruptcy or if a receiver, receiver and manager, trustee in bankruptcy or similar official is appointed in respect of all or part of the Borrower's assets;
- 9.1.11 if a distress, execution, writ of seizure and sale, garnishee order, injunction, sequestration, attachment, or any form of action is commenced, levied upon or issued against any property or assets of the Borrower;
- 9.1.12 if the Borrower becomes mentally unsound, incapable of handling his affairs or dies;
- 9.1.13 if, in the Bank's opinion, (1) any other security held by the Bank (whether in respect of the Borrower's Personal Loan Facility or any other liability of the Borrower) is in jeopardy; (2) there is any change or impending change incircumstances which would materially and adversely affect: (a) such security held by the Bank, (b) the Borrower's business or financial condition, and/or (c) the Borrower's ability to perform his obligations under the Facility Agreement or any other agreement with the Bank;
- 9.1.14 any of the Borrower's obligations under the Facility Agreement ceases to be legal, valid, binding or enforceable;
- 9.1.15 the Borrower cease to reside in Singapore;
- 9.1.16 any law, regulation, moratorium or government enactment which may adversely affect the Borrower's ability to fulfil any of the Borrower's obligations and liabilities under the Facility Agreement is passed by any government or local authority;
- 9.1.17 if any of the foregoing events or analogous events or proceedings occur in relation to any third party who has provided or subsequently provides any guarantee, security and/or indemnity for the Personal Loan Facility; or
- 9.1.18 any event occurs or circumstances arise which gives the Bank reasonable grounds to determine in the Bank's absolute judgment that the Borrower's ability to perform the Borrower's obligations under the Facility Agreement will be adversely affected, then the Bank shall have the right to immediately, or at any time thereafter, terminate the Personal Loan Facility and declare all outstandings thereunder immediately due and payable whereupon they shall be immediately due and payable.

10. Fees and Expenses

10.1 The Borrower shall pay on demand:

- 10.1.1 all stamp fees, optional insurance premiums, registration fees, goods and services taxes or other taxes, levies or charges, legal fees and out of pocket expenses payable in connection with the Personal Loan Facility notwithstanding that the Personal Loan Facility may be cancelled/aborted at any time before any disbursement; and
 - 10.1.2 all costs and expenses, legal or otherwise, connected with enforcement or protection of any of the Bank's rights (including, without limitation, the processing, implementation and recovery of monies owing under the Personal Loan Facility) or resolution of any dispute relating to the Personal Loan Facility (whether by judicial proceedings or otherwise) 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 from time to time.
- 10.2 In addition to the fees and charges payable by the Borrower pursuant to this Facility Agreement, the Bank may from time to time and at the Bank's discretion impose processing or other administrative fee or fees in

such quantum or calculated at such rate as the Bank considers appropriate without notice to the Borrower and the Borrower shall on demand pay the Bank the amount of any such fee or fees so imposed. This includes a cheque processing fee if any cheque tendered in payment to the Bank is dishonoured, an administration fee if any payment to be made to the Bank pursuant to any GIRO arrangement between the Borrower and Bank is not made when due, and administration fees for the provision of any service or records, statements or other documents (or copies) or attending to any requests from the Borrower.

- 10.3 Where the Borrower is in default of payment of the costs, fees, taxes and expenses mentioned under this Clause 11, the Bank may in the Bank's absolute discretion, where applicable, meet such costs, fees, taxes and expenses, and the Borrower shall repay such costs, fees, taxes and expenses paid by the Bank on the Borrower's behalf to the Bank on demand and until repayment, the Bank shall be entitled to charge interest on such monies from the date the costs, fees, taxes and expenses were incurred to the date of full payment at the rate specified in Clause 7 (without the necessity of making any demand therefor), and such interest shall be calculated on a daily basis and with monthly rests or such other periodic rests as the Bank may stipulate from time to time.

11. Communications

- 11.1 All notices, communications, statements, approval letters, documents and/or other instruments whatsoever from or issued by the Bank to the Borrower (hereinafter collectively called "Communications") may be sent by post, facsimile or other electronic transmission, hand-delivery or such other manner as the Bank deems fit to the Borrower's last known address, facsimile or other relevant number in the Bank's records and shall be deemed, (even if they could not be delivered or transmitted or were returned undelivered):
- 11.1.1 to have been received by the Borrower on the day following such posting, or on the day of the facsimile or other electronic transmission or hand-delivery; and
- 11.1.2 to be effective service for the purpose for which such Communications were sent.
- 11.2 Communications may also be given in the Bank's branches or in the press (in Singapore's main English and Chinese newspapers) or via radio or television broadcasts or any other media chosen by the Bank in the Bank's absolute discretion and the Borrower shall be deemed to have received the same on the date of such publication or broadcast.
- 11.3 The Borrower shall not hold the Bank liable in the event any Communication is delayed, intercepted, lost and/or failed to reach the Borrower during delivery, transmission or despatch, or if the content of such Communication is disclosed to any third party during transit.
- 11.4 The Borrower consents to the effecting of personal service of any document which is required by any prevailing legislation and/or subsidiary legislation to be personally served, by way of registered post to the Borrower's last known address in the Bank's records, and also consents to such service being deemed as effective personal service two days after such document was posted by registered post as aforesaid, even if it could not be delivered or was returned undelivered.
- 11.5 A written statement by an officer of the Bank confirming the posting of any Communication whatsoever from the Bank shall be binding and conclusive evidence of this fact as against the Borrower.
- 11.6 Where any Instruction is given to the Bank to retain for collection by the Borrower any Communications which but for the Instruction the Bank would dispatch to the Borrower, each of such Communications shall be deemed to have been dispatched and received by the Borrower at the time when it first becomes available for collection by the Borrower.

- 11.7 Any Communications addressed and sent, dispatched or delivered by the Bank to any one person constituting the Borrower shall be deemed to have been addressed and sent or delivered, as the case may be, to all the persons constituting the Borrower and this Clause 12 shall apply to the service, dispatch or delivery, as the case may be, of any such Communications and where any such person shall have received or is deemed to have received any such Communications, all the persons constituting the Borrower shall be deemed to have received the same.
- 11.8 Without prejudice to the generality of Clause 33, the Bank shall not be liable for any delay, non-receipt, error or omission howsoever caused including breakdown in computer services or postal services, which may occur in the transmission of messages or in any of its communications made by means of electronic payments, telegraphic transfer, post, courier or other means. All Communications made by the Borrower or the Bank shall be at the Borrower's sole risk.
- 12. Waivers**
- 12.1 No failure to exercise or enforce and no delay in exercising or enforcing on the part of the Bank of its rights under the Facility Agreement or any other applicable terms and conditions shall operate as a waiver there of nor shall it in any way prejudice or affect the right of the Bank afterwards to act strictly in accordance with the powers conferred on the Bank under the Facility Agreement or such terms and conditions. **13.**

Additional Remedies

The rights and remedies expressly conferred on the Bank by the Facility Agreement are in addition to any rights and remedies which the Bank may otherwise have at law, in equity or otherwise.

14. Illegality

Notwithstanding any other provision herein, if by reason of any applicable law or regulation or regulatory requirement (whether or not having the force of law) or any change therein or judicial decision relating thereto or the interpretation or administration or application thereof, it shall become (or it shall appear to the Bank that it has or will become) unlawful or otherwise prohibited for the Bank to maintain or give effect to any its obligations herein, the Bank shall thereupon notify the Borrower to that effect, whereafter, the Borrower shall immediately upon receipt of such notification from the Bank pay the whole of all monies owing to the Bank by the Borrower.

15. Amendments

- 15.1 The Borrower agrees that the Bank shall have the right to amend the Facility Agreement from time to time as the Bank may in the Bank's absolute discretion deem fit. Amendments to the Facility Agreement may be made by displaying a notice thereof in the Bank's premises where any of the Borrower's accounts with the Bank is maintained or in any branch of the UOB Group Banks, or by advertising the same in a daily newspaper circulating in Singapore, or by posting a notice thereof by ordinary post to the Borrower's last known address in the Bank's records or by whatever mode of publicity the Bank may decide in the Bank's absolute discretion (including but not limited to the telephone, electronic media or television broadcast). The Borrower shall be bound by the amendment, whether or not the Borrower shall have actual notice thereof, from the date of such display, advertisement or posting, or from such date (such date not being earlier than the date of such display, advertisement or posting) as the Bank may decide in the Bank's absolute discretion.
- 15.2 If the Borrower does not accept any amendment to the Facility Agreement as aforesaid, the Borrower shall discontinue the use of the Personal Loan Facility, terminate the same by written notice to the Bank, and forthwith pay all outstandings for the time being under the

Personal Loan Facility (together with any applicable fees or charges provided under the Facility Agreement) to the Bank. If the Borrower fails to carry out any of the foregoing and continues to use the Personal Loan Facility, the Borrower shall be deemed to have agreed to the amendment without reservation.

16. Tax

- 16.1 Any payment by the Borrower under the Facility Agreement shall be made free and clear of and without any deduction or withholding in respect of any tax or levy. If the Borrower is required by any applicable law to effect such deductions or withholdings, then the amount due and payable to the Bank shall be increased by such amount as shall result in the Bank receiving an amount equal to the amount the Bank should have received in the absence of such deduction or withholding.
- 16.2 In the event that any goods and services tax ("GST", which expression shall include any tax of a similar nature that may be substituted for or levied in addition to it, by whatsoever name called) is now or hereafter chargeable by law on any payment hereunder, the Borrower shall pay such GST, at such rate(s) as may be prescribed by law from time to time, in addition to all other sums payable hereunder or relating hereto. If the Bank is required by law to collect and make payment in respect of such GST, the Borrower agrees to indemnify the Bank against the same.

17. Right of Review

Notwithstanding anything stated in the Facility Agreement, the Personal Loan Facility shall be subject to review by the Bank from time to time and upon such review the Bank shall be at liberty (if it so deems fit) without assigning any reason to review, reduce, restructure, vary and/or cancel the Personal Loan Facility.

18. Further Cooperation, Assurances and Information

- 18.1 The Borrower will promptly and at the Borrower's own expense, as and when requested by the Bank:
- 18.1.1 duly execute and deliver to the Bank such further documents, instruments and assurances and take such further actions as the Bank may from time to time request in order to more effectively carry out the intent and purpose of the Facility Agreement and/or to establish, protect and/or exercise the Bank's rights, interests and remedies under the Facility Agreement; and
- 18.1.2 supply to the Bank on the Bank's request all statements, information, materials and explanations relating to the Borrower's financial or other condition, and the Borrower shall in particular keep the Bank informed of the happening of any event likely to have a substantial effect on the Borrower so as to adversely affect the Borrower's ability to perform the Borrower's obligations under the Facility Agreement.

19. Disclosure

- 19.1 The Borrower hereby expressly authorises the Bank to disclose any and all information relating to the Borrower, any transaction or dealings between the Bank and the Borrower and the Personal Loan Facility for any purpose to:
- 19.1.1 the head office and any branches, subsidiaries or associated or affiliated companies of the Bank and their respective officers, servants or agents, whether situated in or out of Singapore;
- 19.1.2 all governmental or quasi-governmental authorities or agencies in Singapore and elsewhere where the disclosure is required by law;
- 19.1.3 any entities, agents or contractors which have agreed to perform works for or provide services (whether electronic or other services) to the Bank, whether within or outside Singapore (including, without limitation, the Bank's printer or the Bank's other agents for the purposes of cheque book printing and despatch or for sending out notices, circulars,

newsletters, reports or other correspondence to the Borrower from time to time), for the purpose of providing the said services including but not limited to investigating discrepancies, errors or claims;

- 19.1.4 any person or organisation whether in Singapore or elsewhere which is engaged by the Bank for the purpose of performing or in connection with the performance of services or operational functions of the Bank where such services or operational functions have been out-sourced;
- 19.1.5 any person who stands as the Borrower's guarantor or surety;
- 19.1.6 any actual or potential assignees or transferees or entities who have entered into or propose to enter into contractual arrangements with the Bank in relation to the Personal Loan Facility;
- 19.1.7 any credit card companies and financial institutions in connection with credit card enquiries;
- 19.1.8 any banks, financial institutions, credit bureau or credit reference agents, for credit information in respect of the Borrower;
- 19.1.9 the police or any public officer conducting an investigation;
- 19.1.10 any judicial proceedings to which the Bank is a party where the Personal Loan Facility and/or transactions pertaining to the Personal Loan Facility may be a relevant issue; and
- 19.1.11 any other person to whom the Bank considers such disclosure to be necessary or expedient, and the utilisation of the Personal Loan Facility by the Borrower shall be deemed to be conclusive evidence of authorisation for such disclosure from the Borrower to the Bank.

20. Governing Law & Jurisdiction

The Facility Agreement and all matters relating to the Personal Loan Facility shall be governed by the laws of Singapore and the Borrower hereby irrevocably submits to the non-exclusive jurisdiction of the courts in Singapore. Any proceedings whatsoever for the recovery of monies claimed to be due from any of the Borrower's accounts maintained with the Bank in Singapore shall be instituted by the Borrower solely in the courts of Singapore unless the Bank otherwise agrees in writing, and any judgment or order of court made against the Bank shall not be enforceable or executed against any overseas branch of the Bank.

21. Right of Set-Off and Combination of Accounts

Without prejudice to the rights of the Bank at common law, the Bank shall be entitled (but shall not be obliged) at any time without notice, to combine or consolidate all or any account(s) of the Borrower (or if the Borrower consists of more than one person, any one or more of such persons) whether singly or jointly or jointly with any other person(s) and/or under whatever style, name or form (which includes trade names of sole-proprietorships), and to set-off any credit balances, whether matured or not, in any one or more such accounts wheresoever situated including those in overseas branches, against any of the Borrower's (or if the Borrower consists of more than one person, any one or more of such persons') liabilities on any account or in any respect whatsoever under whatever style, name or form, whether such liabilities be present or future, actual or contingent, primary or collateral, several or joint.

22. No Return of Documentation

Copies of proofs of income and other supporting documentation submitted by the Borrower or unsuccessful applicant (as the case may be) together with the Application Form may be retained by the Bank and the Bank shall have no obligation to returned the same to the Borrower or unsuccessful applicant (as the case may be).

23. Change of Particulars

The Borrower shall notify the Bank immediately upon any change of particulars of the Borrower or his authorized representatives as required by the Bank from time to time, such as, names, occupations, addresses, identification documents, telephone, facsimile or other contact numbers..

24. Failure to Send Statement

If the Bank fails to send any statement to the Borrower for any reason whatsoever, the Borrower's liability for interest, principal amounts, any applicable fees or charges or any other payments under the Facility Agreement shall continue and not in any way be prejudiced.

25. Assignment

25.1 The Facility Agreement is binding and enures to the benefit of the Borrower and the Bank and their respective successors in title and permitted assigns and shall continue to be binding on the Borrower notwithstanding:

25.1.1 any change in the name or the constitution of the Bank; or

25.1.2 the consolidation or amalgamation of the Bank into or with any other entity, and in such event such entity shall thereupon substitute for the Bank in relation to the Facility Agreement, and the Facility Agreement shall continue in force between the Borrower and such entity.

25.2 The Borrower shall not, without the Bank's written approval, in any way assign, transfer or charge to any third party whether by security or otherwise the Borrower's rights and obligations under the Facility Agreement.

26. Certificate Conclusive

A certificate issued by the Bank and signed by any of the Bank's officers stating any amount owing and payable by the Borrower to the Bank under the Facility Agreement shall be conclusive evidence in the absence of manifest error as to the amount owing and payable under the Facility Agreement.

27. Change in Law

If any change in law, regulations or in its interpretation or application by any authority or any court shall make it unlawful for the Bank to give effect to the Bank's obligations under the Facility Agreement, the Bank may by written notice declare that such obligations shall be terminated on the latest date by which the relevant law or regulation shall permit whereupon the Borrower shall pay on such date together with all accrued interest and all other expenses or fees, including any losses incurred by the Bank by reason of that repayment being made on a day other than the maturity date for the repayment.

28. Entire Agreement

The Facility Agreement (as amended and updated from time to time) sets out the terms of the agreement between the Bank and the Borrower with regards to the Bank's provision of the Personal Loan Facility to the Borrower and supersedes and terminates all prior agreements, representations (oral or written) and understandings between the Bank and the Borrower.

29. Contracts (Rights of Third Parties) Act

Unless expressly provided to the contrary in the Facility Agreement, a person who is not a party to the Facility Agreement has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any terms of the Facility Agreement. Notwithstanding any term herein, the consent of any third party is not required for any subsequent agreement between the parties hereto to amend or vary (including any release or compromise of any liability) or terminate the Facility Agreement. Where third parties are conferred rights under the Facility Agreement, those rights are not assignable or transferable.

30. Severability

If at any time any one or more of the provisions of the the Facility Agreement is or becomes invalid, unlawful or unenforceable in any respect under the law of any jurisdiction, neither the validity, legality and enforceability of the remaining provisions contained therein nor the validity, legality or enforceability of such provisions under the law of any other jurisdiction shall in any way be affected or impaired.

31. English Version to Prevail

If there are differences in meaning between the English version and any translation of the Facility Agreement, the English version shall prevail. For the avoidance of doubt, the Bank is under no obligation to provide any document in any language other than English.

32. General Exclusion of Liability

32.1 Without prejudice to the generality of the other clauses herein, the Bank shall not be liable for any loss, damages or expense suffered or incurred by the Borrower arising from any cause whatsoever through no fault of the Bank, including without limitation the following:-

32.1.1 any loss, damage, cost and expenses of any nature on account of any delay in processing the Borrower's application for the Personal Loan Facility or in the release of funds under the Personal Loan Facility or any part thereof;

32.1.2 alteration of Instructions and/or forgery of the Borrower's or his authorised representative's signature;

32.1.3 any computer or system virus interference, sabotage or any other causes whatsoever which may interfere with any of the Bank's services, or any breakdown or malfunction due to any cause whatsoever, of computer software or equipment whether belonging to the Bank or not, used in connection with any of the Bank's services;

32.1.4 any loss of, destruction to or error in the Bank's records, howsoever caused; and

32.1.5 any industrial dispute, war, act of God or anything beyond the Bank's control.

32.2 No action regardless of form arising out of or in connection with the Personal Loan Facility may be brought by the Borrower against the Bank more than one year after the cause of action has arisen.

32.3 Unless otherwise expressly agreed by the Bank in writing, the Bank does not assume any advisory, fiduciary or similar or other duties to the Borrower. The Bank assumes and relies on the assumption, that the Borrower has taken the necessary independent legal, tax, financial and other advise in relation to any account or service or transaction between the Bank and the Borrower or effected by the Bank pursuant to an Instruction.

33. Warranties and Representations

33.1 The Borrower warrants and represents that:

33.1.1 the Borrower has full capacity and authority to accept and agree to the terms of the Facility Agreement, to open, maintain and/or continue to maintain all account(s) from time to time opened and/or maintained and/or continued to be maintained with the Bank, and to give the Bank any Instructions that may be given from time to time;

33.1.2 all authorisations, consents, licences or approvals (whether under any applicable laws or otherwise) required to accept and agree to the Facility Agreement, to open, maintain and/or continue to maintain all account(s) from time to time opened and/or maintained and/or continued to be maintained with the Bank, and to give the Bank any Instructions that may be given from time to time have been obtained and would be maintained in full force and effect;

- 33.1.3 except for any security or encumbrance created in favour of the Bank, no person other than the Borrower has or will have or acquire any beneficial or other interest in or security or other rights over any account and/or over any cash or assets held by the Bank for the Borrower without the prior written consent of the Bank;
- 33.1.4 the Borrower has made full disclosure in writing in respect of all facts and information requested by the Bank;
- 33.1.5 all information, statements, warranties or representations made by the Borrower or evidenced in any document given to the Bank in connection with the Personal Loan Facility and all particulars indicated or caused to be indicated in those documents are true and correct and the Bank can rely on the same in granting the Personal Loan Facility to the Borrower;
- 33.1.6 no event of default (as described in Clause 9) has occurred with respect to the Borrower; and
- 33.1.7 all acts, conditions and things required to be performed and observed under the Facility Agreement or at law have been performed and observed by the Borrower.
- 33.2 The representations and warranties in this Clause 33 shall be deemed repeated each day for as long as any Personal Loan remains outstanding and unpaid.

34. Definitions & Interpretation

- 34.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following respective meanings as provided below:
 - 34.1.1 "Application Form" means the application form (as prescribed by the Bank) completed and signed by the Borrower requesting for the Personal Loan Facility;
 - 34.1.2 "Approval Letter" means the Letter of Approval from the Bank to the Borrower confirming the grant of the Personal Loan Facility by the Bank to the Borrower pursuant to the Facility Agreement;
 - 34.1.3 "Designated Bank Account" means the bank account maintained by the Borrower in his own name with the Bank and (with the approval of the Bank in its sole and absolute discretion) designated by the Borrower as the bank account into which any Personal Loan (or part(s) thereof) granted by the Bank under the Personal Loan Facility is to be disbursed;
 - 34.1.4 "Facility Agreement" shall have the meaning ascribed to it in Clause 1.2 above;
 - 34.1.5 "Instructions" means any requests, applications for the opening of any account or the provision of any service, authorisation or instructions, in whatever form, substance and manner as may be required by or otherwise acceptable to the Bank and howsoever sent, given or transmitted (whether by mail or through the Internet, telecommunications, computer or other electronic terminal, equipment or system or otherwise) at any time whatsoever whether before or after the Facility Agreement is applicable, made to the Bank by the Borrower or his authorised representative, including any requests, applications, authorisation and instructions to revoke, ignore or vary any previous requests, applications, authorisation and instructions, or which the Bank or an officer of the Bank reasonably believes to be the requests, applications, authorisation or instructions received by and transmitted to the Bank in accordance with the Bank's procedure and requirements;
 - 34.1.6 "Personal Loan" means each loan (or part(s) thereof) granted by the Bank to the Borrower under the Borrower's Personal Loan Facility;
 - 34.1.7 "Personal Loan Facility" means the facility granted pursuant to the Facility Agreement from time to time; and

- 34.1.8 "UOB Group Banks" means United Overseas Bank Limited and its subsidiaries and associated companies, including Far Eastern Bank Limited.
- 34.2 Where two or more persons constitute the expression "the Borrower" or "the Borrower's", all covenants, agreements, undertakings, stipulations, obligations, conditions and other provisions under the Facility Agreement and the Borrower's liability therein shall be deemed to be made by and be binding and applicable respectively on each of the Borrowers jointly and severally and shall also be binding on and applicable to each Borrower's personal representatives, successors and/or assigns jointly and severally.
- 34.3 Reference to any person including the Borrower, the Bank and/or any other persons and/or legal entities shall include the personal representatives, successors and/or permitted assigns of the person.
- 34.4 The clauses and other headings are for ease of reference only and shall not affect the interpretation of any provision hereof.
- 34.5 Words importing the singular meaning shall where the context admits include the plural and vice-versa and references to any gender shall include all genders.