



RHB BANK BERHAD ("THE BANK")
Furnishing Loan Terms and Conditions

1 DISBURSEMENT

- 1.1 The Bank will disburse the Furnishing Loan (the "Loans" and each, a "Loan") upon receiving the following:
- 1.1.1 The relevant Disbursement Authorisation Form(s);
 - 1.1.2 The Disbursement Authorisation Form (received within the Availability Period of the Furnishing Loan);
 - 1.1.3 Copy of quotations and/or invoices in relation to the furnishing of the relevant property;
 - 1.1.4 Evidence of payment of all fees required to be paid under the relevant Approval Letter; and
 - 1.1.5 Evidence that no Event of Default has occurred or is continuing or is anticipated or will result from the disbursement of the Furnishing Loan or any part thereof, and provided that there are no circumstances which, in the opinion of the Bank, could adversely affect the Bank's ability, decision or willingness to grant or continue to grant the Furnishing Loan to the Borrower.
- 1.2 In the case where guarantee(s) is/are required by the Bank, the disbursement of the Furnishing Loan shall also be subject to results of searches on the Guarantor being satisfactory to the Bank.
- 1.3 Disbursements shall be deemed to have been advanced or paid on the date on which the Furnishing Loan is credited into the Borrowers' designated account with the Bank or on the date of the Bank's cheque or cashier's order.

2 INTEREST RATES

Interest

- 2.1 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, notwithstanding that the relationship of banker and customer may have ceased.
- 2.2 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.
- 2.3 Where interest is on flat rate, the interest is charged in advance on the approved loan amount for the whole duration of the loan tenure by multiplying the interest rate stated in the Approval Letter by the number of years of the loan tenure.

Variation of Interest Rate

- 2.4 The Bank shall be entitled at its absolute discretion at any time to vary the Bank's Prime Lending Rate ("PLR") or the RBR. Any variation of the PLR or the RBR may be made known by the Bank to the Borrower by publication in any form of media including through the Bank's website or by way of a certificate issued to the Borrower.
- 2.5 The Bank shall also be entitled at its absolute discretion at any time to vary the margin of interest imposed either above or below the Bank's PLR or RBR by serving a notice in writing on the Borrower and such notice shall be deemed to have been sufficiently served on the Borrower if sent by ordinary mail to the Borrower's last known place of residence or to the address stated in the Approval Letter.
- 2.6 The Bank shall endeavour, where it is practicable to do so, to give the Borrower one month's notice of any variation in the margin of interest referred to in Clause 2.6. However, this Clause 2.7 does not apply to variations in the Bank's PLR or RBR and any interest arising from the variation of the Bank's PLR or RBR.
- 2.7 The certificate of the Bank certifying the PLR, the RBR or any other rate shall be conclusive and shall be accepted by the Borrower, the Guarantor(s) or any other party as conclusive evidence of the rates therein in any court of law and elsewhere save for manifest or clerical error. Nothing in this Clause 2.8 shall prevent the Bank from correcting at any time any error or omission in respect of such certificate.
- 2.8 Notwithstanding anything herein contained, any failure or delay on the part of the Bank to give notice under Clause 2.7 in accordance with the provision herein shall not absolve the Borrower from his obligation to pay the interest at the rate of interest determined by the Bank provided that such failure or delay is not a result of gross negligence, willful omission or reckless act of the Bank.

3 INTEREST ON DEFAULT

- 3.1 Additional interest is payable on any overdue instalment at the rate of 5% above the PLR per annum or 3% above the prescribed rate per annum whichever is the higher on the instalment amount in arrears calculated from the due date until the date of payment of the amount.
- 3.2 In addition, and without prejudice to the rights and remedies of the Bank herein and to the Events of Default, the Bank shall be entitled to charge and compound interest at the overdue rate of 5% above the Bank's PLR per annum or 3% above the prescribed rate per annum (whichever is the higher) on the full amount outstanding upon the Bank recalling any Loan or upon an Event of Default occurring from the due date until the date of payment of the amount thereof by the Borrower.
- 3.3 Notwithstanding the above, the Bank shall be entitled at its absolute discretion at any time to vary the rate of the additional interest provided that prior notification of such variation has been provided to the Borrower.

4 REPAYMENT OF LOAN

- 4.1 The Borrower is to repay the Loans in monthly instalments.

- 4.2 Before payment of the first instalment, interest on the actual amount drawn down is payable on the last day of the month of drawdown.
- 4.3 The monthly instalments and interest payable shall be debited from the Borrower's designated account or any other account with the Bank. The Borrower shall ensure that the designated account has sufficient funds before the due date to meet the deduction.
- 4.4 Notwithstanding the above, if and whenever the rate of interest payable by the Borrower on any Loan is varied, the Bank may at its absolute discretion make the necessary adjustment consequent upon such variation either by varying the amount of any instalment or by varying the number of instalments.
- 4.5 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.

5 PREPAYMENT

- 5.1 The Borrower may prepay any Loan or any part thereof at any time and on such terms and conditions subject to a prepayment fee as the Bank may impose from time to time.
- 5.2 The Bank is entitled to apply all partial prepayments towards the repayments of any Loan instalments in the inverse order of their maturity or toward repayments of the outstanding principal amount of the relevant Loan. The Bank shall then be entitled to either vary the amount of any instalments or vary the number of instalments consequent upon such prepayment.
- 5.3 Where a part of any Loan is prepaid, such prepayment shall be in the sum of not less than S\$1,000 and in multiples of S\$1,000 or such other amount as may be approved by the Bank from time to time.
- 5.4 Where the interest is charged on a flat rate basis, there is no interest rebate given to the Borrower should the Borrower prepay the relevant Loan in full or in part.

6 CANCELLATION

- 6.1 Subject to Clause 6.3, a cancellation fee (as may be stated in the Approval Letter) may be imposed by the Bank if any Loan or part thereof is cancelled or deemed cancelled by the Borrower.
- 6.2 Any Loan or any part thereof shall be deemed cancelled by the Borrower if:
- 6.2.1 The Borrower by written notice to the Bank elects to cancel the relevant Loan or any part thereof; or
 - 6.2.2 The relevant Loan or any part thereof is not disbursed and/or utilised and/or availed as the case may be within the Availability Period stipulated by the Bank in which event the undisbursed portion of the relevant Loan shall be deemed cancelled.
- 6.3 For the avoidance of doubt, no cancellation fee shall be payable where the Loan or any part thereof is cancelled pursuant to Clause 9.

7 REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 7.1 The Guarantor(s) jointly and severally and the Borrower warrant, declare and represent that:

- 7.1.1 There are no litigation, arbitration or other proceedings or claims pending or threatened against the Borrower, the Guarantor(s) or any of the Borrower's or the Guarantor's assets;
 - 7.1.2 There are no bankruptcy or winding-up (if applicable) petitions, proceedings or orders made against the Borrower or the Guarantor(s);
 - 7.1.3 The Borrower and the Guarantor(s) are not in any event unable to pay his or their debts respectively or insolvent within the meaning of the Bankruptcy Act, Chapter 20 of Singapore;
 - 7.1.4 The Borrower and the Guarantor(s) have not entered into any statutory or other arrangement (voluntary or otherwise) or composition for the benefit of creditors generally;
 - 7.1.5 The Borrower and or the Guarantor have not procured the credit facilities for any unlawful activity or purpose;
 - 7.1.6 All information provided to the Bank is true, accurate and complete and if there is a change in information to inform the Bank as soon as possible.
 - 7.1.7 The Borrower and or the Guarantor have not withheld any information that would cause the Bank to reject their application for credit facilities;
 - 7.1.8 The Borrower and or the Guarantor will comply with all laws in Singapore or elsewhere that applies to them including reporting of income to any applicable tax authority; and
 - 7.1.9 The Borrower and or the Guarantor have obtained the consent of any individual(s) whose personal information is provided to the Bank for the purposes as set out in this Terms and Conditions.
- 7.2 The Borrower and Guarantor further undertake and agree that:-
- 7.2.1 They will take full responsibility in complying with all and any laws, regulations, protocols and other requirements in respect of anti-money laundering;
 - 7.2.2 They will provide all information as and when requested or required by the Bank in relation to his or their tax status; and
 - 7.2.3 Where they are residents of the United States of America (US) are subject to the laws applicable for the time being in the US and are required to make such filings and reporting in relation to their income as are required under the applicable laws of the US. For the purpose of compliance with the US Foreign Account Tax Compliance Act ("FATCA") the Bank is required to identify and report all its customers who are US individuals or US legal entity. The Borrowers and Guarantors therefore agree to furnish the Bank with all documentary evidence of their US status and further agree to notify the Bank within 30 days of any change regarding their US status.

8 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 relevant Loan shall, to the extent that it is unlawful, be cancelled and the Borrower will forthwith upon notice from the Bank repay all moneys outstanding under the relevant Loan together with interest thereon and all other moneys agreed to be paid by the Borrower hereunder.

9 MARKET DISRUPTION

- 9.1 If, in the opinion of the Bank, there has, since the date of the Approval Letter, been a change in national or international monetary, financial, economic or political conditions or currency exchange rates or exchange control which would render any Loan temporarily or permanently commercially impracticable or impossible, the following shall apply:

- 9.1.1 The Bank shall notify the Borrower thereof;
- 9.1.2 No drawdown or disbursement of the relevant Loan will be allowed whilst such circumstances exist;
- 9.1.3 The Bank shall negotiate in good faith for an alternative basis acceptable to the Bank for continuing such Loan; and
- 9.1.4 Unless within thirty (30) days after the giving of such notice such circumstances cease to exist or an alternative basis acceptable to the Bank is arrived at, such Loan shall be cancelled and all sums owing by the Borrower shall immediately become due and payable.

10 APPLICATION OF MONEYS

If any sum(s) paid or recovered in respect of the Borrower's liabilities in respect of any Loan granted herein is less than the sum owing, the Bank shall have the right (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.

11 SETOFF

In addition to any other rights that the Bank may have, the Bank shall be entitled (but shall not be obliged) 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 effect any necessary currency conversion at the Bank's own rate of exchange then prevailing.

12 COSTS EXPENSES AND FEES

- 12.1 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 any 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.
- 12.2 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 obliged to) where applicable, meet such expenses, and shall have the right to charge and compound 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.

13 WAIVER

- 13.1 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 by the Bank at its sole discretion 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.
- 13.2 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.

14 EVENTS OF DEFAULT

- 14.1 Each of the following shall constitute an event of default ("Event of Default"):
- 14.1.1 If the Borrower or any Guarantor fails to pay the Bank any part of any Loan (including interest and any other sum due) on demand or on the due date(s) thereof;
 - 14.1.2 If the Borrower fails to pay any of the instalments of any Loan and/or interest after the same is or are due;
 - 14.1.3 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 any Loan;
 - 14.1.4 If any legal or criminal proceedings of any nature shall be instituted against the Borrower or the Guarantor(s);
 - 14.1.5 If the Borrower or the Guarantor(s) defaults 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 and/or withdraw the advance or credit;
 - 14.1.6 If any event or circumstances arise, including changes in the Borrower's financial condition, which in the opinion of the Bank would materially and adversely affect the Borrower's ability to perform his obligations hereunder;
 - 14.1.7 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 or assets;
 - 14.1.8 If the Borrower or any of the Guarantor(s) has a bankruptcy order made against him or a bankruptcy petition being presented against him;
 - 14.1.9 If the Borrower enters into any arrangement or composition for the benefit of creditors or shall have any petition filed or notice issued or any step taken for making of a receiving or adjudication order against the Borrower;
 - 14.1.10 If the Borrower or any of the Guarantor(s) dies or becomes insane;
 - 14.1.11 If any warranty, representation, statement or declaration made by the Borrower is in the Bank's opinion untrue or incorrect in any respect whatsoever;
 - 14.1.12 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 Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act, Chapter 65A of Singapore or under any other statutes or laws whatsoever from time to time in force;
 - 14.1.13 If the Borrower or any other person who has provided security or given a guarantee for any Loan commits a breach of any of the terms of such security or guarantee (as the case may be) or if any event of default (howsoever described) occurs under any such security documents or guarantee (as the case may be); or

14.1.14 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 any Loan or any part thereof to remain outstanding, for the Bank to carry out all or any of its obligations hereunder, under the Approval Letter or other agreements with the Borrower/Guarantor or for the Bank to exercise its rights hereunder or thereunder.

14.2 On the occurrence of any Event of Default:

14.2.1 The Bank shall cease to be under any further commitment to the Borrower and all outstanding amounts under the relevant Loan(s) shall become due and payable immediately without demand;

14.2.2 The Borrower shall provide on demand cash cover for all contingent liabilities from time to time entered into by the Bank for the Borrower's account or at the Borrower's request;

14.2.3 The Bank may debit the Borrower's account(s) for all such contingent liabilities; and

14.2.4 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.

15 CONCLUSIVE EVIDENCE OF OUTSTANDING AMOUNT

15.1 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 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.

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

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 SEVERANCE

If any of the provisions herein or any part thereof shall be deemed declared or adjudged under any applicable law to be void or illegal or unenforceable then the same be deemed to have been severed from the other provisions with such consequential amendments if necessary and such illegality or unenforceability shall not vitiate any other provisions herein which shall otherwise remain in full force and effect.

18 GOVERNING LAW

The Approval Letter and the terms and conditions herein shall be construed in accordance with the laws of the Republic of Singapore, and the Borrower hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore. 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 or to commence concurrent proceedings in any number of jurisdictions to the extent permitted by law.

19 DEEMED SERVICE/RECEIPT

19.1 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.

19.2 All bank statements of accounts, notices or communications sent by post/email to or left at the Borrower's last known address/email address in Singapore shall be deemed to have been duly delivered to and received by the Borrower within two days from the date the same was posted inclusive of the day in which it was posted and for emails on the same day the email was sent in the absence of any evidence to the contrary. A written statement by an officer of the Bank confirming the posting/emailing 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.

19.3 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 by post as aforesaid addressed to the Borrower or the Borrower's personal representative at the Borrower's last known address shall for all purposes hereunder be deemed a sufficient notice or demand by the Bank to the Borrower and/or the Borrower's personal representatives and shall be effectual as if the Borrower was still living.

19.4 The Borrower irrevocably consents to the 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.

20 NOTICES AND CORRESPONDENCES

20.1 Any statements, notices or correspondences required to be given by the Bank to the Borrower shall be deemed to have been so given if addressed to the Borrower at the address/email address specified in the Approval Letter or to such other address/email address in Singapore as may be notified by the Borrower to the Bank in writing or to the address in Singapore which appears in the Bank's record as the Borrower's last known address/email address.

20.2 Any request for a change of address/email address must be made in writing in 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 the Borrower and the Bank shall be under no obligation to investigate the authenticity or authority of persons sending or purporting to send the request or to verify the accuracy and completeness thereof.

20.3 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.

20.4 The Borrower/Guarantor shall not hold the Bank liable in the event any notices or communication is delayed, intercepted, lost or failed to reach the Borrower/Guarantor during delivery or dispatch or if the contents of the notices or communications is disclosed to any third party during transit, unless such delay, interception, loss or failure is directly attributable to gross negligence, willful omission or reckless act of the Bank or its directors, employees or personnel.

21 ELECTRONIC COMMUNICATIONS

21.1 Where the Bank receives any application, instructions or communication by fax, email, internet or any other electronic means, the Borrower/Guarantor shall implement and maintain security procedures and measures in order to ensure the protection of any of the instructions given against the risk of unauthorised access or alterations. Such communication/instructions shall be final and conclusive against the Borrower/Guarantor and may be admitted as primary evidence in any legal proceedings or arbitration without admission of the originals.

21.2 The Borrower/Guarantor acknowledges and accepts that the risks of misunderstandings and errors and the risks of instructions given by unauthorised parties are solely their own and that neither the Bank nor any of its officers shall be responsible for any loss, liability or expense that may result from such misunderstandings, errors and unauthorised instructions.

22 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.

23 CURRENCY INDEMNITY

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

24 AVAILABILITY OF FUNDS/REVIEW

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

25 RIGHTS TO VARY

- 25.1 The Bank shall have the absolute discretion to vary, modify and supplement the terms and conditions herein (the "variations") and the variations shall be deemed to be part of the terms and conditions herein and be binding upon the Borrower and the Guarantor(s). 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:
- 25.1.1 Statement(s) of account sent to the Borrower;
 - 25.1.2 Notices and displays at the Bank's branches;
 - 25.1.3 letter;
 - 25.1.4 Publications and notices in any form of media including through the Bank's website or any newspaper; or
 - 25.1.5 Any such other means of communication as the Bank may determine in its absolute discretion.
- 25.2 If the Borrower and/or the Guarantor(s) do/does not accept the variations, the Borrower and/or the Guarantor(s) shall forthwith repay the Bank all monies owing under the relevant Loan or hereunder. Where the Borrower continues to use such Loan or if such Loan remains outstanding after such notification, the Borrower and/or the Guarantor(s) shall be deemed to have agreed to and accepted the variations.

26 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

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, Chapter 53B of Singapore to enforce any of these Terms and Conditions but this does not affect any right or remedy of a third party which exists or is available apart from the Act. Notwithstanding any terms herein, the consent of any third party is not required to vary or terminate any of these Terms and Conditions.

27 COLLECTION, USE AND DISCLOSURE OF INFORMATION

- 27.1 The Borrower and or Guarantor expressly consents and agrees to, and authorises the collection, use, disclosure and sharing by the Bank and/or any Authorised Person of any and all of the Bank's records, correspondence, documents, materials or other information relating to the Borrower/Guarantor or the Borrower/Guarantor's account, including, but not limited to, the Borrower/Guarantor's personal data (as defined in the Personal Data Protection Act 2012 (Act 26 of 2012) ("**the Customer's Information**") for any of the purposes set out in Clause 27.2 below. For the avoidance of doubt, "**Customer Information**" shall include, but is not limited to, account balance, any and all correspondence with and/or in relation to the Borrower/Guarantor, and any and all papers, records, evaluations, assessments, materials or other documents or information:
- (a) provided by or on behalf of the Borrower/Guarantor in connection with any applications for products or services offered or distributed by the Bank, including but not limited to, application forms or supporting documents;
 - (b) relating to any credit applications submitted by the Borrower/Guarantor, the Borrower/Guarantor's risk profile, investments, investment objectives, knowledge and experience, business interests or assets, and/or any papers, evaluations, recommendations, assessments and/or reports generated or developed by the Bank (including its credit or other committees), any other RHB Group Member (including its credit or other committees) and/or any Authorised Person;
 - (c) observed, gathered, generated, developed or otherwise obtained by any means, including, but not limited to, from transactions carried out by the Borrower/Guarantor such as transactions at any branch, the use of online services and from the way the Borrower/Guarantor uses the accounts, such as payments made or received by the

Borrower/Guarantor, payment details, orders, instructions, loan and deposit balances, account information (including credit card information) and credit history; and/or

- (d) observed, gathered, generated, developed or otherwise obtained through third parties such as employers, joint applicants/account holders, credit bureaus or credit reference agencies, or fraud prevention agencies.

27.2 The Borrower/Guarantor expressly consents and agrees to, and authorises, the collection and use by the Bank, any other RHB Group Member and/or any Authorised Person, and the disclosure and sharing by the Bank, any other RHB Group Member and/or any Authorised Person to and with the persons specified in Clause 27.4 below, of any and all of the Borrower/Guarantor's Information, to enable the Bank, any other RHB Group Member and/or any Authorised Person to carry out any of the following purposes:

- (a) to provide the products and services to the Borrower/Guarantor;
- (b) to develop, review and/or improve products and services to meet the needs of the Borrower/Guarantor (including, without limitation, to conduct surveys/market research, financial and/or statistical profiling and other activities to understand and determine Borrower/Guarantor preferences and demographics);
- (c) to communicate with the Borrower/Guarantor and to notify the Borrower/Guarantor of changes or developments of any products and services;
- (d) to match the Borrower/Guarantor's Information and to notify the Borrower/Guarantor of changes or developments in relation to any products and services;
- (e) to assess or process any enquiries, applications, instructions or requests, made by the Borrower/Guarantor for account opening and/or any products and services and to make decisions relating to the opening or continuation of account and/or the establishment, provision or continuation of banking or credit facilities or other financial services;
- (f) to conduct credit, account, due diligence and other background checks, screenings, assessments and/or reviews (including initial and anticipatory credit checks, screenings, assessments and/or reviews) and to assess or verify the Borrower/Guarantor's creditworthiness and standing;
- (g) to update, and manage the accuracy of the Bank's records;
- (h) to enforce the Bank's legal, contractual and/or rights against the Borrower/Guarantor, including, but not limited to, the recovery of any amounts outstanding from the Borrower/Guarantor and/or any person providing or being requested to provide security or guarantees for the Borrower's obligations;
- (i) to prevent and/or detect fraud, money laundering and any other unlawful activity or misconduct or suspected fraud, unlawful activity or misconduct;
- (j) to create and maintain credit history for present and future reference, and to create and maintain credit scoring models;
- (k) to conduct financial reporting risk assessment, and statistical or trend analyses (including, but not limited to, conducting data processing, statistical, credit, risk and/or anti-money laundering analyses);
- (l) to assess or process any enquiries, applications, instructions or requests made by the Borrower/Guarantor for account opening and/or any products and services and to make decisions relating to the opening or continuation of account and/or the establishment, provision or continuation of banking or credit facilities or order;
- (m) to cross-sell, market and promote products and/or services of the RHB Banking Group (which shall include its holding company, subsidiary(ies), and any associated company(ies), including any company as a result of any restructuring, merger, sale or acquisition) and its strategic alliances;

- (n) for corporate events (including networking events, launching of products, etc)/contests, of which photographs/images of the Borrower/Guarantor may be captured and may be used for RHB's publication;
- (o) to carry out regulatory checks and meet the Bank's obligations to the regulators in Singapore or elsewhere;
- (p) to perform internal administrative, operational and technology tasks (including technology infrastructure maintenance and support, application maintenance and support, provision of call centre and internet banking services, risk management, systems development and testing, credit scoring, staff training and market, customer satisfaction research and business continuity management);
- (q) as may be required under laws and/or by agreements with government agencies or revenue authorities in Singapore or elsewhere, to make inquiries about the Borrower/Guarantor's tax status;
- (r) for compliance with any regulatory requirements, laws and regulations and external payment systems in Singapore or elsewhere; and
- (s) for any other purpose as the Bank may consider to be reasonably necessary or desirable in order to provide the products and services to the Borrower/Guarantor.

27.3 If the Borrower/Guarantor does not provide some or all of the information requested by the Bank or withdraw his consent to the Bank collecting and using the Borrower/Guarantor's personal data and information, the Bank will be unable to provide or continue to provide the product or services to the Borrower/Guarantor. Any request from the Borrower/Guarantor to withdraw his consent or objecting to the continued use of the Borrower/Guarantor's personal data and information by the Bank will be taken as a request from the Borrower/Guarantor to close and or terminate the account or relationship with the Bank and the Bank will proceed to close the Borrower/Guarantor's account upon giving reasonable notice and terminate the banker Borrower/Guarantor relationship subject to settlement of all charges, expenses and all monies owing by the Borrower/Guarantor to the Bank (if any).

27.4 The Borrower/Guarantor expressly consents and agrees to, and authorises, the disclosure and sharing by the Bank, any RHB Group Member, and/or any of their respective officials, employees, agents and any other persons who by reason of their capacity or office have access to the Borrower/Guarantor's information, whether located in Singapore or anywhere else in the world ("Authorised Person") of any and all of the Borrower/Guarantor's information to and with:

- (a) any person or organization involved in providing the Bank or the Bank's Customers with electronic or other services in connection with banking services utilized by the Customer whether in Singapore or elsewhere where such information is disclosed in the course of or for the purposes of providing the said services, and for, inter alia, investigating discrepancies, errors or claims;
- (b) any third party service provider or person or organization to whom the Bank has outsourced or contracted, or may at any time and from time to time outsource or contract, any functions and activities, including, but not limited to, any of the third party service provider, persons or organisations specified in this Clause 27.4;
- (c) the police or any public officer of an enforcement agency or statutory body conducting an investigation;
- (d) credit or charge card companies in connection with credit or charge card enquiries;
- (e) any branch or agent of the Bank, representative offices, regional offices of the Bank including the Bank's Head Office and/or holding company, and/or its affiliates, subsidiaries, related and associated companies of its holding company whether in Singapore or anywhere in the world ("RHB Group Member");
- (f) any Authorised Persons or auditors or legal or other professional advisers of any RHB Group Member;

- (g) any credit bureau or credit reference agencies, and shall include where applicable fellow members and subscribers of the credit bureau, the bureau's officers, shareholders, employees and agents;
 - (h) any debt collecting agencies, in the event of default or recovery of Customer's obligations owed to the Bank;
 - (i) regulatory bodies, government agencies, law enforcement bodies and Courts in Singapore or elsewhere;
 - (j) the Bank's authorised agents/users or the Customer's executor, administrator or legal representative;
 - (k) other parties whom the Bank or any other RHB Group Member is permitted authorised or required by law to disclose information to;
 - (l) third party insurers, securities and investment services providers;
 - (m) third party reward, loyalty and privileges programme providers;
 - (n) co-branding partners of the Bank and of any RHB Group Member;
 - (o) any person to whom in the Bank's view, the disclosure is reasonably necessary and/or desirable for the purpose of allowing the Bank to perform its duties and exercise its powers and rights under these Terms and Conditions;
 - (p) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the Customer;
 - (q) any other third party banks, financial institution or credit reference agents;
 - (r) the Bank's stationery printer, agent or storage or archive service provider (including without limitation to any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storing, microfilming and/or filling personalised cheques, statements of account, passbooks or cards on which the Customer's name and/or other particulars appear or other documents, data or records.
- 27.5 Where any banking facility has been granted at any time to the Borrower/Guarantor, or where the Bank accepts or incurs liability at the request of the Borrower/Guarantor, the Borrower/Guarantor also consents to the Bank disclosing at any time, and without prior notice, information concerning the money or other relevant particulars of the account to any surety or any person who has undertaken liability or provided security for the account, and/or any other person to whom it is necessary to provide such information in the course of the Bank's enforcement of such security.
- 27.6 The Bank's rights to disclose information as stated in this clause 27 are in addition to any other rights that the Bank may have under the Banking Act, Chapter 19 or any other statutory provisions and in law. The Bank's authority to disclose Borrower/Guarantor's information shall survive the termination of these Terms and Conditions and the closure of Borrower/Guarantor's account.
- 27.7 To the extent permitted by law, the Borrower/Guarantor may request access, correction or update of his personal information. For the avoidance of doubt, the Bank is not obliged to provide the Borrower/Guarantor with any information that is the proprietary of the Bank which includes and is not limited to any evaluations, opinions, suitability reports, eligibility reports prepared by the Bank.
- 27.8 The Bank may charge a reasonable fee for the processing of any data access request.
- 27.9 To the extent permitted by law, the Borrower and or the Guarantor may request access, correction or update of his personal information. For the avoidance of doubt, the Bank is not obliged to provide the Borrower and or the Guarantor with any information that is the proprietary of the Bank which includes and is not limited to any evaluations, opinions, suitability reports, eligibility reports prepared by the Bank.
- 27.10 The Bank may charge a reasonable fee for the processing of any data access request.

28 DEFINITION AND INTERPRETATION

Definition

When used herein:

"Approval Letter" means the letter from the Bank approving the relevant Loan to the Borrower and such other letter, commitment, arrangement or agreement between the Bank and the Borrower from time to time in relation to the relevant Loan.

"Availability Period" shall be a period as defined in the Approval Letter.

"Bank" means RHB Bank Berhad (UEN S99FC5710J) and shall be construed to include its successors, transferee and assigns from time to time.

"Borrower" means the person to whom the relevant Loan has been granted and includes his personal representatives, the successors and assigns. Where two or more persons constitute the expression "the Borrower", all covenants, agreements, undertakings, terms, stipulations and other provisions in the Approval Letter and the terms and conditions herein shall be deemed to be made by and be binding on the Borrowers jointly and severally.

"Loan" means the Furnishing Loan extended by the Bank to the Borrower as evidenced in the relevant Approval Letter.

"Guarantor" means the person who has given a guarantee to the Bank to secure the relevant Loan and includes his personal representatives, successors and permitted assigns.

"Prime Lending Rate" means the prevailing prime lending rate of the Bank for the time being and from time to time laid down by the Bank.

Interpretation

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

Words denoting the masculine gender shall include the feminine and neuter genders and vice versa.

Paragraph headings are for ease of reference only.