

CONSENT FOR CREDIT CHECKS

To: Oversea-Chinese Banking Corporation Limited (the “Bank” or “OCBC”)

In consideration of OCBC assessing the application of my business entity (the “Applicant”) for one or more credit facilities (collectively, the “Facilities”) (including without limitation any subsequent application to restructure, revise or vary any of the Facilities already granted or any subsequent application for other Facilities) (the “Application”), I hereby declare, warrant and agree:

- (a) OCBC is authorised and permitted to conduct credit checks on me/the Applicant (including but not limited to checks with any credit bureau recognized as such by the Monetary Authority of Singapore) and to obtain and verify and/or disclose or release any information relating to me, the Applicant, the Application, the Facilities and/or any of my/the Applicant’s accounts with the Bank from or to Monetary Authority of Singapore, SPRING Singapore and any professional advisers or any other party or source as the Bank may from time to time deem fit at the Bank’s own discretion and without any liability or notice to me/the Applicant;
- (b) that OCBC and OCBC’s officers are expressly and irrevocably authorised to make enquiries on me/the Applicant with any authority (including but not limited to the Credit Bureau Singapore), customers, suppliers or any other person and verify any information given to OCBC with any person/ authority (including but not limited to Credit Bureau Singapore) without prior reference to me/the Applicant in order to verify any information given to OCBC and to make credit and other assessments;
- (c) that OCBC and OCBC’s officers are expressly and irrevocably permitted and authorised to disclose, reveal and divulge any and all information and particulars relating to and in connection with the Application, me, the Applicant, my/the Applicant’s accounts with OCBC and/or the Facilities at any time to any party as OCBC may deem fit, including but not limited to any of the Applicant’s sureties, any person or entity who is jointly or jointly and severally liable or indebted to OCBC with me/the Applicant, relevant insurers who require information or documents to assess, effect or process my/the Applicant’s applications, OCBC’s branch, subsidiaries, agencies or representatives offices, any governmental agencies and authorities in Singapore or elsewhere, any such persons that may have entered into contractual relations with OCBC, contractors, third party service providers, any of OCBC’s potential assignees or transferees and the Credit Bureau Singapore. For the avoidance of doubt (but without prejudice to such other rights OCBC may have) if I/the Applicant were referred to OCBC by a third party (including, without limitation a loan broker/introducer/dealer/ consultant/ agent) (each a “Referrer”), I/the Applicant hereby authorise and consent to OCBC and OCBC’s officers disclosing any information and particulars relating to and in connection with the Facilities and/or the Application (including without limitation, my/the Applicant’s personal data, the outcome of the Application and the loan quantum granted or to be granted by OCBC to me/the Applicant pursuant to the Facilities) at any time to such Referrer(s) for purposes reasonably necessary for the processing of the referral, loan handling and payments in connection therewith;
- (d) OCBC has the right not to give an approval on credit facilities the Applicant has expressed an intent to apply for. In the event the Applicant’s Application is not approved, OCBC is not under any obligation whatsoever to render me/us/the Applicant any reason or explanation;
- (e) that all information or documents submitted or to be submitted to OCBC are true and accurate in all respects and I/the Applicant have not withheld any information or document which may be material in all respects. I/the Applicant further acknowledge and undertake that OCBC is authorised to use all information and documents that I/the Applicant have provided when assessing any application made by the Applicant to OCBC for any credit/banking facilities and OCBC is authorised to assume the authenticity and updatedness of the information and document given by me/the Applicant when using the information or document submitted by me/the Applicant to OCBC (and OCBC is not obliged to independently verify any of such information or document) and it is my/the Applicant’s obligations to update OCBC in the event there is any change to the information or document or if there is any inaccuracy to the information or document provided by me/the Applicant to OCBC;
- (f) that if any particulars or other information given by me/the Applicant becomes inaccurate or misleading or changes in any way whatsoever, I/the Applicant shall promptly notify OCBC in writing of such changes and submit documentary proof to OCBC. Without prejudice to such other rights OCBC may have, OCBC has the absolute discretion to reject any Application, terminate any Facilities already granted or take such action as it deems necessary if any information given to OCBC by me/the Applicant is found to be inaccurate or misleading;
- (g) that I/the Applicant shall supply any information and documentary proof as OCBC may require from time to time and such information and documents shall thereby become and remain property of OCBC;
- (h) that I/the Applicant will execute all documents and instruments (including any guarantee and security documents) and do all acts and things as may be required by OCBC from time to time;
- (i) that I/the Applicant am/is not bankrupt and/or insolvent and no statutory demand, winding up proceedings or bankruptcy proceedings or other proceedings of similar effect have been served on or commenced against me/the Applicant and no steps have or are being taken to appoint a receiver or judicial manager in respect of me/the Applicant and/or my/the Applicant’s assets; Terms And Conditions
- (j) that I/the Applicant will pay all fees, expenses and charges (collectively, the “Fees”) in connection with the Application and/or the Facilities and/or OCBC processing and/or granting the Facilities and agree(s) that such Fees are not refundable in whatsoever circumstances; and
- (k) (i) (where personal data relating to me/the Applicant is or will be collected (including by way of recorded voice calls), used or disclosed by OCBC, its related corporations (collectively, the “OCBC Group”) and/or their respective business partners and agents (collectively, the “OCBC Representatives”)) that I/the Applicant further agree(s) and consent(s) to the terms of OCBC’s Data Protection Policy, available at www.ocbc.com/business-policies or upon request; and
(ii) (where personal data relating to any of the Individuals (as defined herein) is or will be collected (including by way of recorded voice calls), used or disclosed by the OCBC Group and/or the OCBC Representatives) that I/the Applicant confirm(s) that with respect to any personal data of individuals (the “Individuals”) disclosed to the OCBC Group and/or OCBC’s Representatives, the Individuals to whom the personal data relates have agreed and consented to the terms of OCBC’s Data Protection Policy, accessible at www.ocbc.com/business-policies or available upon request.
- (L) (i) that I/the Applicant may communicate with OCBC, and OCBC may communicate with me/the Applicant, by electronic mails (“emails”) and further, that OCBC may accept documents (in electronic format) signed by me/the Applicant using electronic methods of signing as may be acceptable by OCBC from time to time at its sole discretion (including, without limitation, through the use and application of public key infrastructure technology based electronic signing and/or electronic signing platform) and bearing the actual or purported electronic signature(s) of me/the Applicant (the “E-Signed Documents”);

(ii) that where any of the E-Signed Documents are signed and transmitted, or are to be signed and transmitted, to or by me/the Applicant through and/or using an electronic signing platform designated by OCBC and which may include the use of cloud computing (the "Designated ESP"), OCBC and OCBC's as well as any of its employees, agents, officials and officers are expressly and irrevocably permitted and authorised to transfer, disclose, divulge or reveal at any time in such manner and under such circumstances as OCBC deems necessary or expedient in its sole and absolute discretion and without prior reference to me/the Applicant, any information whatsoever relating to me/the Applicant (including without limitation, documents, agreements and/or information relating to me/the Applicant's accounts, transactions, instructions, communications, personal data and/or operations with OCBC) to and between any Designated ESP, for the purposes of me/the Applicant and/or OCBC using the relevant Designated ESP, and I/the Applicant hereby waive all my/the Applicant's rights and remedies against the Bank for any such disclosure (whether inadvertent or otherwise);

(iii) that notwithstanding the terms of any mandate or future mandate or other agreement or course of dealing between OCBC and me/the Applicant, OCBC is requested and authorised to accept any E-Signed Document as authentic, duly executed and authorised by me/the Applicant, and binding upon me/the Applicant so long as the names and identification numbers of my/the Applicant's signatories to such E-Signed Document listed on the digital certificate attached thereto matches the names and identification numbers of the same signatories which OCBC has in its records (whether such information is provided by me/the Applicant or was obtained by OCBC from other publicly available sources). Upon fulfilment of the foregoing, OCBC shall be entitled (but not bound) to rely and act on such E-Signed Document and take such steps in connection with or in reliance upon such E-Signed Document as OCBC may in good faith consider appropriate. All transactions carried out by OCBC acting on such E-Signed Document shall be binding on me/the Applicant for all purposes;

(iv) that there are inherent risks, and no guarantee of security, functionality and/or operability, in the use of the emails and electronic signature(s), and the conducting of transactions electronically including through any Designated ESP (collectively, the "Electronic Means"), and OCBC does not provide and expressly disclaims any warranties of any kind whatsoever (whether express or implied) in respect of the Electronic Means (regardless of whether the relevant Electronic Means in question was requested or proposed by the Bank or otherwise). No request or proposal by the Bank to use any particular type or mode of Electronic Means shall be taken or deemed as an endorsement, warranty or recommendation in respect of that particular type or mode of Electronic Means by the Bank. All usage of, and reliance on, the Electronic Means is at my/the Applicant's sole risk;

(v) that OCBC shall not be liable to me/the Applicant for any demands, claims, liabilities, losses, actions, proceedings, damages, costs and expenses ("Losses") incurred or sustained by me/the Applicant arising from any use or reliance on any Electronic Means and/or E-Signed Documents;

(vi) that I/the Applicant shall hold OCBC harmless from all Losses incurred or sustained by OCBC of whatever nature and howsoever arising, out of or in connection with any Electronic Means and/or E-Signed Documents or any action or omission by OCBC in reliance upon any Electronic Means and/or E-Signed Documents, and I/the Applicant shall reimburse OCBC any sums on demand; and

(vii) that where any Designated ESP (or specific parts, functionalities or features thereof) is provided by a third party provider (the "Third Party Provider"), such Designated ESP may be subject to such terms and conditions as may be prescribed or issued by the Third Party Provider ("Third Party Terms") and I/the Applicant shall fully comply with such Third Party Terms, and that it is my/our/the Applicant's responsibility to check and read the most up-to-date versions of these Third Party Terms and that I/the Applicant shall be deemed to have notice of the same. If the Third Party Terms requires me/the Applicant to enter into an agreement directly.

Important

Please note that by (i) replying to OCBC via SMS with your NRIC number or (ii) giving consent to the Applicant to reply to OCBC via email with your NRIC number:

- (a) For each party acting as a guarantor, such party is accepting and agreeing to be bound by the terms, making the above declarations and providing the relevant consents for and on behalf of himself/herself as Guarantor.
- (b) If the Applicant is an/are individual(s), such individual(s) is accepting and agreeing to be bound by the terms, making the above declarations and providing the relevant consents for and on behalf of himself/herself;
- (c) If the Applicant is a sole proprietorship, the sole proprietor is accepting and agreeing to be bound by the terms, making the above declarations and providing the relevant consents and authorisations to OCBC for and on behalf of the Applicant;
- (d) If the Applicant is a partnership, each partner is accepting and agreeing to be bound by the terms, making the above declarations and providing the relevant consents and authorisations to OCBC for and on behalf of the Applicant and each partner will also be signing, accepting and agreeing to be bound by the terms, making the above declarations and providing the relevant consents and authorisations to OCBC for and on behalf of himself/herself as a Guarantor.
- (e) If the Applicant is a corporation (including, without limitation, a company, a limited liability partnership), each authorised persons will be accepting and agreeing to be bound by the terms, making the above declarations and providing the relevant consents and authorisations to OCBC for and on behalf of himself/herself (as Guarantors) and the Applicant.