

Standard Terms and Conditions

A. GENERAL TERMS AND CONDITIONS

1. Interpretation

In these Standard Terms and Conditions, unless the context otherwise requires:

“Authorisation” means (a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration; or (b) in relation to anything which will be fully or partly prohibited or restricted by law or regulation if a governmental agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

“Bank”, “we” or “us” means CIMB Bank Berhad, Singapore Branch and shall include its successors and assigns.

“Break Costs” means, in relation to prepayment of a Loan or Unpaid Sum:

- (a) in respect of any Term Rate Loan, the amount (if any) by which (i) the interest which the Bank should have received for the period from the date of receipt of all or any part of the relevant Loan or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of the then current Interest Period; exceeds (ii) the amount which the Bank would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank in the relevant interbank market for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period;
- (b) In respect of any Compounded Rate Loan, the amount calculated in accordance with paragraph (a) above or any other amount specified or determined by the Bank in its sole discretion; or
- (c) such amount determined by the Bank in its absolute discretion.

“Business Day” means a day (excluding Saturday, Sunday and public holidays):

- (a) on which the branch of the Bank through which the Facilities are made available is open for transaction of business of the nature required or contemplated by these Standard Terms and Conditions;
- (b) (in relation to any date for payment or purchase of an amount relating to a Compounded Rate Loan or the determination of the first day or the last day of an Interest Period for a Compounded Rate Loan, or otherwise in relation to the determination of the length of such an Interest period) which is a RFR Banking Day relating to that Loan or Unpaid Sum; and
- (c) (in relation to fixing of an interest rate relating to a Term Rate Loan) which is a US Government Securities Business Day.

“Compounded Rate Loan” means any Loan or, if applicable, Unpaid Sum for which the applicable interest rate is determined under the Facility Letter with reference to the Compounded Reference Rate.

“Compounded Rate Supplement” means a document which:

- (a) is agreed in writing by the Borrower and the Bank;
- (b) specifies the relevant terms in relation to the Compounded Reference Rate which are expressed in these Standard Terms and Conditions or in any other Compounded Rate Supplement; and
- (c) has been made available to the Borrower.

“Compounded Rate Terms” means in relation to:

- (a) a Compounded Rate Loan or an Unpaid Sum;
- (b) an Interest Period for such a Compounded Rate Loan or Unpaid Sum (or other period for the accrual of commission or fees in a currency); or
- (c) any term of the Facility Letter or these Standard Terms and Conditions relating to the determination of a rate of interest in relation to such a Compounded Rate Loan or Unpaid Sum,

the terms set out for that currency in the relevant Schedule to these Standard Terms and Conditions or in any Compounded Rate Supplement or Compounding Methodology Supplement.

"Compounded Reference Rate" shall have the meaning given thereto in the relevant Schedule to these Standard Terms and Conditions.

"Compounding Methodology Supplement" means, in relation to the Compounded Reference Rate, a document which:

- (a) is designated as such by the Bank;
- (b) specifies a calculation methodology for that rate; and
- (c) has been made available to the Borrower.

"Cost of Funds" shall have the meaning given thereto in Clause 3 of these Standard Terms and Conditions.

"Documents" means all bills of lading, bills, documents of title, transportation documents, warrants, delivery orders, wharfingers' or other godown or warehouse keepers' certificates or receipts, insurance policies and any other documents representing or relating to the Goods.

"ESG" means environmental, social and governance matters.

"ESG Claim" means any claim, proceeding, investigation or any similar actions by any governmental and/or regulatory authority and/or any person or body in respect of ESG.

"ESG Due Diligence" means any assessment to identify ESG risks and impacts appropriate to the scale and risk profile of the business/operation, and related mitigation policies, mechanisms, and plans.

"ESG Law" means any applicable law, rules, regulations, guidelines, directives or guidance in any jurisdiction in which the Obligors and/or any of their subsidiaries conduct business which relates to issues concerning ESG including but not limited to (i) adverse impacts on UNESCO World Heritage Sites; (ii) illegal forest encroachment, unlawful use of natural resources, pollution, or adverse impacts to the environment and ecosystems, including endangered and protected species of flora and fauna; (iii) climate change mitigation and adaptation; (iv) occupational, public, health and safety; (v) labour laws, human rights, labour rights including modern slavery, and communities' rights; and (vi) social security and responsibility.

"ESG Permits" means any authorisation and the filing of any notification, report or assessment required under any ESG Law for the operation of the business of the Obligors and/or any of their subsidiaries conducted on or from the properties owned or used by the Obligors and/or any of their subsidiaries.

"Event of Default" means any of the events set out in Clause 13 of these Standard Terms and Conditions.

"Facilities" means the facilities which may from time to time be made available by the Bank to the Borrower pursuant to the Facility Letter and these Standard Terms and Conditions.

"Facility Letter" means the facility letter, confirmation letter and the other letters of offer or other letters which may from time to time be issued by the Bank to the Borrower in relation to the Facilities.

"Finance Document" means the Facility Letter, these Standard Terms and Conditions, the Security Documents, any Compounded Rate Supplement, any Compounding Methodology Supplement and any other document designated by the Bank as a "Finance Document" from time to time.

"GAAP" means generally accepted accounting principles in Singapore.

"Goods" means all and any goods and all of your right, title, benefit or interest therein now or in the future purchased or to be purchased by you and financed by the Bank pursuant to the Facilities, in respect of which any payment has been or may fall to be made by the Bank pursuant to any letter of credit now or in the future issued by the Bank, or in respect of or to facilitate the purchase of which the Bank has extended or hereafter extends to you any banking or credit facilities or accommodation of any kind.

"Guarantor" means any person(s) who is providing a guarantee to secure the payment of the Secured Amounts.

"Interest Period" means each interest period as determined pursuant to the Facility Letter.

"Loan" means a loan made under the Facility Letter.

"MAS" means the Monetary Authority of Singapore.

"Material Adverse Effect" means a material adverse effect or change (as the Bank may determine) in:

- (a) the condition (financial or otherwise), assets, operations, prospects or business of the Obligor or the consolidated condition (financial or otherwise), assets, operations, prospects or business of the Obligor and its Related Corporations taken as a whole;

- (b) the ability of the Obligor to perform and comply with its obligations under any Finance Document;
- (c) the validity, legality or enforceability of, or the rights or remedies of the Bank under, any Finance Document; or
- (d) the validity or enforceability of, or the effectiveness or ranking of, any Security granted or purported to be granted pursuant to any Security Document.

"Obligor" means the Borrower, the Guarantor or any other security provider for the payment of the Secured Amounts.

"Perfection Requirements" means the making of the appropriate registrations, filings or notifications of the Security Documents for the purpose of perfecting any Security created thereunder.

"Quotation Day" means, in relation to any period for which an interest rate is to be determined, two US Government Securities Business Days before the first day of that period, unless market practice differs in the relevant interbank market for a currency, in which case the Quotation Day for that currency will be determined by the Bank in accordance with market practice in the relevant interbank market (and if quotations for that currency and period would normally be given by leading banks in the relevant interbank market on more than one day, the Quotation Day will be the last of those days).

"Reference Rate" means the Compounded Reference Rate or the Term Reference Rate, as applicable.

"Regulatory Requirements" means any regulation, rule, official directive, government request, circulars, notes, requirements, orders, rules rulings, code of practice or guideline (in each case, whether or not having the force of law) of any government organisation, agency, department, taxing authority, other authority or organisation in any jurisdiction and/or any other persons or body having authority or jurisdiction over the Bank as may be issued from time to time (including without limitation, any anti money laundering and anti-financing terrorism requirements, government requirements, sanctions, foreign exchange controls or ESG laws).

"Related Corporations" means the corporations which are deemed to be related within the meaning of section 6 of the Companies Act 1967.

"S\$" or "SGD" or "Singapore Dollars" means the lawful currency of Singapore.

"Secured Amounts" means the aggregate of:

- (a) all moneys whatsoever (including but not limited to principal, interest, commission, charges, fees and costs), whether present or future, actual or contingent, outstanding or payable or agreed to be payable by the Borrower or any other Obligor (whether solely or jointly with another) from time to time or which the Bank may from time to time become liable to pay; and
- (b) all liabilities and obligations whether present or future, actual or contingent:
 - (i) for the repayment or payment of any moneys by the Borrower or any other Obligor from time to time; and/or
 - (ii) which the Bank may from time to time incur (including but not limited to any liability or obligation arising from or incurred under any letter of credit, bond, guarantee, indemnity, undertaking or other agreement or instrument);

in respect of or arising from the Facilities and/or any other security document in connection with the Facilities or these Standard Terms and Conditions.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Documents" means all security documents (including but not limited to any guarantee or indemnity) which may from time to time be executed to secure the payment by the Borrower or any other Obligor of the Secured Amounts.

"SOFR" means the secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).

"SORA" means the Singapore Overnight Rate Average as published on the Statistics page of the website of the MAS, or any successor website officially designated by the MAS (or as published by its authorised distributors).

"Standard Terms and Conditions" means these standard terms and conditions from time to time determined by the Bank, applicable to or governing the facilities (and/or the accounts and/or services in respect thereof) that are or may from time to time be comprised in the Facilities.

“Term Rate Loan” means any Loan or, if applicable, Unpaid Sum for which the applicable interest rate is determined under the Facility Letter with reference to the Term Reference Rate.

“Term Rate Terms” means in relation to:

- (a) a Term Rate Loan or an Unpaid Sum;
- (b) an Interest Period for such a Term Rate Loan or Unpaid Sum (or other period for the accrual of commission or fees in a currency); or
- (c) any term of the Facility Letter or these Standard Terms and Conditions relating to the determination of a rate of interest in relation to such a Term Rate Loan or Unpaid Sum,

the terms set out for that currency in the relevant Schedule to these Standard Terms and Conditions.

“Term SOFR” means the term SOFR reference rate administered by CME Group Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant period published by CME Group Benchmark Administration Limited (or any other person which takes over the publication of that rate), provided that if no Floor Rate is specified in respect of the Loan, Term SOFR will be deemed equal to zero whenever the term SOFR reference rate is a negative number.

“Term Reference Rate” shall have the meaning given thereto in the relevant Schedule to these Standard Terms and Conditions.

“Unpaid Sum” means any sum due and payable but unpaid by the Borrower under the Facility Letter or any other Finance Document.

“US Dollars” or **“US\$”** means the lawful currency of the United States of America.

“US Government Securities Business Day” means any day other than:

- (a) a Saturday or a Sunday; and
- (b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities.

“Utilisation” means an utilisation of any of the Facilities (including any disbursements thereof).

“You” and **“your”** refers to the person named in a Finance Document as the Borrower, the Guarantor, and/or the Obligor, as applicable, and shall include each of their successors, permitted assigns or personal representatives.

2. In these Standard Terms and Conditions:

- (i) unless the context otherwise requires, expressions denoting the singular include the plural and vice versa, expressions denoting the whole include any part, expressions denoting any gender include all genders, expressions denoting a collection or group consisting of two or more constituents thereof include any one or more of such constituents, references to a document include the same as from time to time varied and any document from time to time issued or executed supplemental, in addition or in substitution to or for it, references to the “Facilities” include the same as they may from time to time be constituted or varied and references to a person include a body of persons corporate or unincorporated;
- (ii) headings and sub-headings are inserted for convenience only and have no legal effect;
- (iii) unless the context otherwise requires, where there are two or more persons comprised in the expression “Obligor”, any reference to the “Obligor” includes any one or more of such persons and the agreements, covenants, liabilities, obligations, representations, warranties, and undertakings of the Obligor contained in the Facility Letter or any other Finance Document or implied on the part of the Obligor are joint and several and shall be construed accordingly;
- (iv) where the Obligor is a partnership, the representations and covenants on the part of that Obligor contained in the Facility Letter or any other Finance Document shall be deemed to be made by all the partners jointly and severally;
- (v) any right, entitlement, discretion, liberty or power which may be exercised or any determination which may be made under the Facility Letter and these Standard Terms and Conditions by the Bank may be exercised or made in the Bank’s sole, absolute and unfettered discretion and the Bank shall not be obliged, whether at law or in equity, to give any reasons therefor;

- (vi) any Compounded Rate Supplement prevails over any terms relating to that currency in the relevant schedule set out in these Standard Terms and Conditions or any earlier Compounded Rate Supplement;
- (vii) the Compounded Rate Terms and the Term Rate Terms (as applicable) prevails over any terms relating to that currency in the relevant schedule set out in these Standard Terms and Conditions;
- (viii) a Compounding Methodology Supplement relating to the Compounded Reference Rate prevails over any terms relating to that rate in the relevant schedule set out in these Standard Terms and Conditions or any earlier Compounding Methodology Supplement; and
- (ix) the parties agree that if there is any derivative transaction linked to any Loan or arrangement relating to a Loan under or pursuant to the Facility(ies), the Bank may choose to notify the Borrower in writing for any and/or all the compounded rate terms relating to that derivative transaction to apply. If the Bank makes such an election then in the event of any inconsistency or conflict with the Compounded Rate Terms and the compounded rate terms relating to that derivative transaction, the compounded rate terms relating to that derivative transaction shall prevail over the Compounded Rate Terms and shall apply on and from the date as specified in the written notification as mentioned above.

3. Interest

- (i) Interest accrued in each Interest Period shall be payable to the Bank no later than 11:30 a.m. on the last day of that Interest Period.
- (ii) The term "**Cost of Funds**" means (a) the cost of funds of the Bank of obtaining matching tenure deposits from the relevant interbank market or the average cost (determined either on an actual or a notional basis) which the Bank would incur if it were to fund, from whatever source(s) it may reasonably select plus the cost of maintaining statutory reserves and complying with the liquidity and administrative costs as determined by the Bank and other requirements imposed from time to time by regulatory authorities or market conditions or (b) the cost to the Bank of funding a Loan from whatever source the Bank may reasonably select. The statement from the Bank on the interest rate and the amount of interest payable shall in the absence of manifest error be binding and conclusive.
- (iii) The Bank's prime lending rate is subject to change from time to time without prior notice.
- (iv) A certificate by the Bank as to the Bank's prime lending rate, Cost of Funds or such other rate of interest shall be conclusive and binding for all purposes upon the Borrower.
- (v) Interest shall be calculated on a monthly, annual or such periodic rest(s) as the Borrower may select or on a daily basis for the relevant period or (as the case may be) as the Bank may from time to time in its absolute discretion decide. The amount of interest payable shall be calculated from the day of each drawing under the Facility(ies) or charge or expenditure imposed or expended by the Bank up to the last day of the month, year or other relevant period as the case may be (during which such drawing, charge or expenditure was made, imposed or expended, both dates inclusive) on such drawing, charge or expenditure. Thereafter interest shall be calculated on the aggregate of the monies outstanding under the Facility(ies), accrued and unpaid interest, charge and expenditure as at the last day of the preceding month, year or other relevant period as the case may be.
- (vi) All interest shall accrue from the date of disbursement until the date of payment (as well after as before judgment) notwithstanding the relationship of the Bank and any Obligor may have ceased by a demand for repayment of the Facility(ies) and/or any other monies due to the Bank or otherwise. In relation to interest applying to a Loan other than a Compounded Rate Loan, such interest is accrued and calculated on a daily rate basis. In relation to interest applying to a Compounded Rate Loan, such interest is calculated on the basis that the amounts are accrued for a relevant period up to the date of calculation.
- (vii) The Bank is entitled without prior notice at any time and from time to time to increase, decrease or vary at its absolute discretion any applicable interest rate(s). Such new interest rate(s) shall take effect from the date determined by the Bank.
- (viii) The Borrower shall pay the interest chargeable when due. Any non-payment of interest as stipulated shall cause it to be capitalised and added to the principal sum and interest shall be chargeable thereon at the same rate as prescribed for the respective Facilities imposed by the Bank from time to time.

- (ix) Where the currency of the Facility is Singapore dollar, Malaysian ringgit, Hong Kong dollar or Great Britain pounds sterling, unless otherwise provided, all interest charged (including additional interest) will be calculated based on a 365 day year. Where the currency of the Facility is some other currency, all interest will be calculated in accordance with the usual international trading practice.
- (x) You shall pay interest on all moneys due and payable by you and all monies outstanding and owing to the Bank in relation to the Facility at such rate or rates as may be stipulated or prescribed by the Bank at any time and from time to time up to the date of full repayment of the amount due. Without prejudice to the generality of the foregoing the interest payable by you in respect of the Facility is as specified in the Bank's Facility Letter. Interest payable at the aforesaid rate shall be payable as well after as before any judgment or order of court.
- (xi) The interest on any principal monies including capitalized interest shall at the end of each month be capitalized and added for all purposes to the principal sum then owing and thenceforth bear interest as well after as before judgment at the prevailing interest rate and notwithstanding the fact that the relationship of banker-borrower between the Bank and you may cease for any reason whatsoever.

Notwithstanding the above, the Bank reserves the right to recall any or all the Facilities upon non-payment of interest, capitalised interest or any other monies due and owing to the Bank.

4. Default Interest

In the event that the Borrower fails or refuses to pay the interest and/or any repayments of the Facility(ies) and/or any other monies due to the Bank when due and payable ("Overdue Amounts"), the Borrower shall pay additional interest at the rate of 5% per annum above the Bank's prime lending rate prevailing from time to time or at such other rate(s) as specified in the Facility Letter or as the Bank may stipulate from time to time on the Overdue Amounts from the due date until the date of payment, as well after as before judgment, such interest accumulating by way of simple or compound interest as determined by the Bank in its absolute discretion, subject to the payment of a minimum fee of such amount as may be specified by the Bank from time to time.

5. Representations and Warranties

The acceptance and/or utilisation of the Facilities under the Facility Letter shall constitute each Obligor's continuing representation and warranty that:

- (i) it has full power, authority and capacity to borrow, provide security, if any, and observe the terms and conditions of the Facilities, and that the aggregate liabilities of each Obligor including all amounts for the time being outstanding under the Facility Letter and the other Finance Documents are not in excess of any limit imposed by any instrument, law or statutory restriction, rule, regulation or covenant to which that Obligor may be subject;
- (ii) the obligations expressed to be assumed by it under the Facility Letter and the other Finance Documents are legal, valid, binding and enforceable obligations;
- (iii) there is no provision in any corporate document (including its constitutional documents), mortgage, indenture, trust deed or agreement binding on it or affecting its property and there is no law or Regulatory Requirements or any order or decree of any governmental authority, agency or court to which it is subject which would be in conflict with or would prevent it from accepting the Facilities on the terms and conditions stated in the Facility Letter and these Standard Terms and Conditions or would prevent the observance of any of the terms herein or in any other Finance Document;
- (iv) no Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation. No other event or circumstance is outstanding which constitutes, or which would with the giving of notice or passing or lapse of time and/or a relevant determination constitute, a default under any other agreement or instrument which is binding on it or (where applicable) any of its subsidiaries or to which its (or, if applicable any of its subsidiaries') assets are subject which might have a Material Adverse Effect;
- (v) all Authorisations which are required or advisable for or in connection with the Facilities, the acceptance thereof or any borrowing or provision of Security hereunder or under any other Finance Document or the execution, performance and enforceability of the agreement constituted by the Finance Documents have been obtained and are in full force and effect;

- (vi) there are no legal proceedings pending or threatened before any court or tribunal or any forum whatsoever which may adversely affect the financial condition or operations of it and (if applicable) its subsidiaries;
- (vii) no Obligor is unable to pay its debts or is insolvent within the meaning of the Insolvency, Restructuring and Dissolution Act 2018;
- (viii) no Obligor has entered into any statutory or other arrangement (voluntary or otherwise) or composition for the benefit of creditors generally;
- (ix) no statutory demands have been made against any Obligor;
- (x) each Obligor has fully disclosed in writing to the Bank all facts and information relating to that Obligor which that Obligor should know or should reasonably know and which are material for disclosure to the Bank in the context of the Finance Documents;
- (xi) any factual information provided by it or on its behalf was true, complete and accurate in all material respects and not misleading as at the date it was provided as or at the date (if any) at which it is stated;
- (xii) it is the absolute legal and beneficial owner of all the assets over which it purports to create Security pursuant to any Finance Document, free from any Security other than as permitted under the Facility Letter;
- (xiii) no steps have been taken or are being taken to appoint a receiver and/or manager, judicial manager, liquidator, trustee in bankruptcy or any other such official over or to wind up any Obligor (as the case may be) and/or in the case of a partnership, that no bankruptcy petition has been filed against any partner of any Obligor; and
- (xiv) where it is a corporation or partnership:
 - (a) it is duly constituted and validly existing under the law of its jurisdiction of incorporation and it and each of its subsidiaries (where applicable) has the power to own its assets and carry on its business as it is being conducted;
 - (b) the copies of its Constitution or other constitutional documents, its Shareholder's and Board Resolutions or, where it is a partnership, the resolutions passed at a meeting of the partners of the partnership relating to the approval and acceptance of the Facility Letter and execution of the Finance Documents, which have been provided to the Bank, are true and accurate copies and have not been amended or rescinded;
 - (c) there has been no material adverse change in its financial position and the financial position of its subsidiaries taken as a whole since the date of its latest audited accounts which might materially affect its ability to perform its obligations under the Finance Documents; and
 - (d) its financial statements were prepared in accordance with GAAP consistently applied and they fairly represent its financial condition and operations during the relevant financial year.
- (xv) it is conducting its business and operations in compliance with all applicable laws and Regulatory Requirements;
- (xvi) it is in compliance with the tax laws of the relevant jurisdiction within which it resides, is domiciled or is tax citizen of and has not wilfully committed or been convicted of any serious tax crimes;
- (xvii) none of the proceeds of the Facilities will be used or applied, whether directly or indirectly, in breach of or contrary to any laws or Regulatory Requirements of any applicable jurisdiction, including those that relate to bribery, corruption, money laundering, terrorism financing, sanctions and financial assistance;
- (xviii) it is not resident for tax purposes in the United States of America and not a foreign financial institution that may be required to make a deduction under the Foreign Account Tax Compliance Act ("**FATCA**");
- (xix) no extraordinary circumstances or change of laws or Regulatory Requirements has occurred which might reasonably be expected to result in (a) the Borrower being unable to continue to conduct its business and operations or (b) any Obligor being unable to observe and perform its undertakings and obligations under these Standard Terms and Conditions and/or the Finance Documents to which it is a party; and
- (xx) it is not involved in any illegal activity and all moneys, properties and security provided to the Bank are not derived in any way, whether directly or indirectly, from any illegal activity or in breach of or contrary to any laws or Regulatory Requirements of any applicable jurisdiction, including those that relate to bribery, corruption, money laundering, terrorism financing, sanctions and financial assistance.

The above representations and warranties are deemed to be made by reference to the facts and circumstances then existing at all times during the continuance of the Facilities.

6. Covenants and Undertakings

Each Obligor hereby agrees and undertakes to the Bank the following:

- (i) it shall be responsible for its own tax affairs and shall ensure that it and each of the Finance Documents complies in all respects with all laws and Regulatory Requirements to which it may be subject (including but not limited to the tax laws of the relevant jurisdiction within which it resides, is domiciled or is a tax citizen of), whether or not failure to comply with any such laws and/or Regulatory Requirements may materially impair its ability to perform its obligations under the Finance Documents;
- (ii) it shall carry on and conduct its business and affairs and (if applicable) the businesses and affairs of its subsidiaries with due diligence and efficiency and in accordance with sound financial and commercial standards and practices and in accordance with its constitutional documents and any governing laws, rules and regulations;
- (iii) it shall punctually pay all quit rents, assessments, rates, licence fees, taxes, utility charges, premiums and all other outgoings whatsoever payable from time to time in respect of its business and assets as and when the same shall become due and payable and produce the receipts to the Bank as and when so requested by the Bank;
- (iv) it shall furnish or cause to be furnished to the Bank all such documents and information, including any ancillary or supporting documents (financial or otherwise), as the Bank shall reasonably request, including but not limited to such information reasonably requested by the Bank for the purpose of fulfilling "know your customer", anti-money laundering and anti-financing terrorism requirements and any other laws and Regulatory Requirements and ESG Due Diligence;
- (v) it shall maintain all Authorisations, approvals, consents and licenses and do all such other acts which may from time to time be necessary for the continued operation of the business of the Obligor and (if applicable) its Related Corporations;
- (vi) it shall promptly notify the Bank of any material event or adverse change in the condition (financial or otherwise) of the Obligor or (if applicable) any of the Obligor's Related Corporations and of any litigation or other proceedings of any nature whatsoever being threatened or initiated against the Obligor or (if applicable) any of the Obligor's Related Corporations before any court, tribunal, governmental agency or administrative agency which may materially affect the operations or financial conditions of the Obligor or any of the Obligor's Related Corporations, all such notification to be given to the Bank not later than 14 days after the Obligor has knowledge of the change or of the litigation or other proceedings or threat thereof and the amount of any contingent liability if such amount is ascertainable;
- (vii) it shall ensure that its obligations under the Finance Documents rank at all times at least *pari passu* in right of priority and payment with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally;
- (viii) it shall ensure that the Perfection Requirements are complied with promptly and in any event before the final date on which it is necessary to carry out such Perfection Requirement in order to achieve the relevant perfection, protection or priority of any Security Document;
- (ix) it shall observe and perform all the terms and conditions contained in the Finance Documents and/or in any agreements which may constitute or form the basis of any Security to be provided by it to the Bank under the Finance Documents and these Standard Terms and Conditions;
- (x) it shall notify the Bank of any default (and steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence. Promptly upon a request by the Bank, it shall supply to the Bank a certificate certifying that no default is continuing, or if a default has occurred, specifying the default and the steps, if any, taken to remedy it;
- (xi) it shall (a) at all times effect and maintain or cause to be effected and maintained with insurers or underwriters of good international repute acceptable to the Bank insurances against such risks and liabilities as would normally be taken out and maintained by prudent companies carrying on a similar business to its business and also, such insurances as the Bank may from time to time require and in either case, in the joint names of the Obligor and the Bank or endorsed in favour of the Bank as loss payee, in amounts and on terms satisfactory to the Bank; (b) give such information or documents to the Bank regarding such insurances as the Bank may request for from time

to time; and (c) punctually pay or procure to be paid all premiums and in the event that the Obligor defaults in effecting or maintaining any such insurance, the Bank may debit any of the Obligor's accounts for all premiums due or payable to the insurers;

- (xii) it shall notify the Bank in writing prior to any change, whether direct or indirect, in its shareholding, ownership, control or licence that may affect its residence status for the purposes of MAS Notice 757 or any replacement notice;
- (xiii) where the Obligor is a corporation:
 - (a) (in the case of the Borrower) it shall not (whether by a single transaction or a series of transactions and whether at one time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of all or substantially all of its assets or any part thereof which either alone or when aggregated with all other disposals is substantial in relation to its assets or the disposal of which (either alone or when so aggregated) could have a Material Adverse Effect;
 - (b) (in the case of the Borrower) it shall not create any Security in respect of any of its properties and assets nor factor or assign any of its accounts receivable other than:
 - (i) any Security existing as at the date of the Facility Letter and which has been notified to the Bank in writing;
 - (ii) any lien arising by operation of law in relation to the purchase of goods or services in the ordinary course of business of the Borrower;
 - (iii) any Security created pursuant to any Finance Documents; and
 - (iv) any Security consented to in writing by the Bank.
 - (c) (in the case of the Borrower and/or the Guarantor) it shall submit to the Bank:-
 - (1) every year immediately after issued but in any case not later than six (6) months after the close of their respective financial years, their respective certified audited financial statements (both consolidated and unconsolidated) together with auditors' reports and also deliver to the Bank a copy of the annual return which they are required by law to file with the Accounting and Regulatory Authority of Singapore;
 - (2) with each set of consolidated financial statements, a compliance certificate signed by two directors of the Borrower, and in the case of audited consolidated financial statements, reported on by its auditors, in the form agreed by the Bank;
 - (3) all documents despatched by the Borrower to its shareholders (or any class of them) or its creditors generally;
 - (4) notice of any change of its particulars, including without limitation, any change in mandate, change or variation in the signatures of its authorised signatories, any change in the list of authorised signatories or the authorised manner of signing, change in the constitution of any Obligor (including change of shareholders, change of Constitution (where applicable)), change of address or other contact details. The Bank shall be entitled to a reasonable period of time of not less than seven (7) Business Days from receipt of such instructions ('processing period') to process such notification of change, and the Bank shall not be liable to the Obligors in any manner for any act done or omission made on the basis of the existing instructions, mandate or authorisations during such processing period; and
 - (5) any other financial statements and information as the Bank may require from time to time.
 - (d) it shall not without the prior written consent of the Bank:
 - (1) (in the case of the Borrower) alter (other than by way of an increase) its issued shares whether by varying the amount, structure or value thereof or the rights attached thereto, or by way of any alteration or variation of its share capital into stock, or by consolidating, dividing or subdividing all or any of its shares;
 - (2) undertake or permit any reorganisation, amalgamation, merger, reconstruction, take-over, change of shareholders or their shareholdings or any other schemes of compromise or arrangement affecting its present constitution; or
 - (3) make substantial alteration to the nature of its business or amend or alter the provisions in its Constitution relating to its borrowing or guaranteeing powers and principal business activities; or

- (4) allow any change in its directors, management and/or auditors;
- (e) it shall immediately notify the Bank of any petition filed or notice issued for the passing of a resolution for the winding up or appointment of a receiver and/or judicial manager of that Obligor;
- (xiv) where an Obligor is a sole proprietorship or a partnership:
 - (a) it shall not permit any change in the membership or constitution of that Obligor or any change in nature or scope of business of that Obligor or any change in the name or style of that Obligor or dissolution of that Obligor without the prior written consent of the Bank. If any member of that Obligor should cease for any reason to be a member of that Obligor or if there is any change in membership, constitution, nature or scope of business, or name or style of that Obligor, or any dissolution of that Obligor, that Obligor shall immediately notify the Bank thereof and the Bank's rights and remedies in relation to the Facilities and against each member and/or that Obligor shall not be prejudiced by such change or dissolution;
 - (b) it shall renew its certificate of registration on a timely basis and submit a copy of the same and every renewal thereof promptly to the Bank;
 - (c) (in the case of the Borrower and the Guarantor) it shall submit to the Bank its balance sheet and profit and loss accounts immediately after their issue but in any case not later than six (6) months after the close of its financial year; and
 - (d) (in the case of the Borrower) it shall not without the prior written consent of the Bank allow any change in its auditors;
- (xv) where an Obligor is a partnership:
 - (a) (in the case of the Borrower) it shall not (whether by a single transaction or a series of transactions and whether at one time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of all or substantially all of its assets or any part thereof which either alone or when aggregated with all other disposals is substantial in relation to its assets or the disposal of which (either alone or when so aggregated) could have a Material Adverse Effect on it;
 - (b) (in the case of the Borrower) it shall not create any Security in respect of any of its properties and assets nor factor or assign any of its accounts receivable without the prior written consent of the Bank;
 - (c) (in the case of the Borrower and the Guarantor) it shall submit to the Bank:
 - (1) its balance sheet and profit and loss accounts immediately after their issue but in any case not later than six (6) months after the close of its financial year and also deliver to the Bank a copy of its annual declaration of solvency; and
 - (2) any other financial statements and information as the Bank may require from time to time;
 - (d) it shall not permit any change in its membership or constitution or any change in nature or scope of business of that Obligor or any change in the name or style of its partnership or any dissolution of its partnership without the prior written consent of the Bank. If any member of its partnership should cease for any reason to be a member or if there is any change in membership, constitution, nature or scope of business, or name or style or any dissolution of its partnership, it shall immediately notify the Bank thereof and the Bank's rights and remedies in relation to the Facilities and against each member and/or the partnership shall not be prejudiced by any such change or dissolution;
 - (e) it shall immediately notify the Bank of any petition filed or notice issued for the passing of a resolution for the winding up or appointment of a receiver and/or manager or any bankruptcy petition filed against any of its partner; and
 - (f) (in the case of the Borrower) it shall not without the prior written consent of the Bank allow any change in its auditors;
- (xvi) it shall take advice from a tax expert in the jurisdiction of its tax residence and acknowledges that the Bank does not provide tax advice to it;

- (xvii) its authorised signatories and/or directors will sign all such documents and/or forms as required by domestic or overseas regulators or tax authorities (if it and/or its shareholders, ultimate beneficial owners and/or directors are subject to the relevant jurisdiction's requirements) and/or as deemed necessary or desirable by the Bank;
- (xviii) it shall not incur, assume, guarantee or permit to exist any further indebtedness (including any overdraft or form of borrowing from any financial institution) unless approved by the Bank. This clause shall not apply for uncommitted credit facilities with the Bank;
- (xix) (in the case of the Borrower) it will procure and ensure that all present and future loans granted to it by Related Corporations or its shareholders will be subordinated to the Secured Amounts and such loans will not be repaid in full or in part without the prior written consent of the Bank until the Secured Amounts have been paid up in full;
- (xx) (in the case of the Borrower) it will not without the prior written consent of the Bank:
 - (a) make or allow to subsist any loans, grant any credit (save in the ordinary course of business) or give or allow to remain outstanding any guarantee or indemnity (except as required under any of the Finance Documents) to or for the benefit of any person or otherwise voluntarily assume any liability, whether actual or contingent, in respect of any obligation of any person;
 - (b) declare, make or pay any dividend or other distribution to its shareholders as long as any Secured Amount remains outstanding; or
 - (c) enter into any transaction with any person, firm or company except in the ordinary course of business on ordinary commercial terms and on the basis of arm's length arrangements, or establish any exclusive purchasing or sales agency, or enter into any transaction whereby the Borrower might pay more than the ordinary commercial price for any purchase or might receive less than the full commercial price for its products.
- (xxi) it will, and will cause each of its subsidiaries to, immediately by written notice, inform the Bank of:
 - (a) any dispute or ESG Claim which is current, pending or threatened against it, any of its subsidiaries and/or any of their respective business, operation and/or assets;
 - (b) any labour, human rights or ESG controversy which might adversely affect the business, operations and/or assets of or result in revocation of ESG Permits or operating license, or a strike against it and/or any of its subsidiaries, as the case may be;
 - (c) any violation or non-compliance of ESG Law or any terms and conditions or requirements contained in any ESG Permits by it and/or any of its subsidiaries, as the case may be; and/or
 - (d) any facts or circumstances which would reasonably be expected to result in it and/or any of its subsidiaries being in breach of any ESG Law (if to the extent applicable to any of them) or any ESG Claim being initiated, taken or threatened against it and/or any of its subsidiaries; and
- (xxii) it will, and will cause each of its subsidiaries to, obtain, renew, maintain and ensure compliance with the terms and conditions or requirements of all relevant ESG Permits and implement necessary policies and procedures for monitoring the compliance with relevant ESG Permits and ESG Laws.

7. Currency Indemnity

If for the purposes of effecting any payment(s) made to or for the Bank's account in connection with the Facilities 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 Facility 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 called "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, you 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 Facility Letter.

8. General Indemnity

As a separate and independent obligation, each Obligor shall fully indemnify the Bank from and against any expense, loss, damage or liability (as to the amount of which a certificate from the Bank shall, in the absence of manifest error, be conclusive) which the Bank may incur or suffer as a consequence of:

- (i) The occurrence of any Event of Default, of any failure to borrow in accordance with a drawing notice or funding or of any prepayment under any of the Finance Documents or by issuing or establishing any bond, guarantee, indemnity, documentary credit, letter of credit or any other instrument at an Obligor's request or otherwise in connection with the Facilities;
- (ii) Any change in the existing laws, Regulatory Requirements or governmental directives relating to any provision of these Standard Terms and Conditions or any other agreement between the Bank and any Obligor;
- (iii) Any actions or decisions taken by the Bank for the purpose of compliance with, or which the Bank deems necessary or desirable in connection with any sanctions, government requirements, order of court of a relevant jurisdiction, foreign exchange controls, anti-money laundering or anti-financing terrorism requirements and any other laws and Regulatory Requirements; and
- (iv) The Bank relying on any declarations and/or representations (including without limitation any declarations or representations related to tax, serious offences or FATCA) made by any Obligor in any Finance Document, form or application and/or all other information and/or materials submitted or provided by or on behalf of any Obligor to the Bank.

Without prejudice to its generality, the foregoing indemnity shall extend to any interest, fees or other sums whatsoever paid or payable on account of any funds borrowed in order to carry any unpaid amount and to any loss (including loss of profit), premium, penalty, expense or broken funding cost which may be incurred or suffered by the Bank in liquidating or employing deposits from third parties acquired to make maintain or fund any loan (or any part of any loan) or any other amount due or to become due under the Facilities.

9. Changes in Circumstances

Where by reason of whatsoever circumstances affecting the funding source of the Bank, the Bank is unable to grant or maintain the Facilities or, if as a result of any change in applicable laws or Regulatory Requirements or in the interpretation or application thereof or if compliance by the Bank with any applicable direction, request or requirement (whether or not having the force of law) will impose on the Bank any condition, burden or obligation, then the Bank's commitment to make or maintain the Facilities will end or be suspended upon notice to the Borrower of the happening of such event. If the Facilities have been advanced, the Borrower shall repay all amounts outstanding under the Facilities or any other Secured Amounts.

10. Payments

- (i) (i) All payments of amounts due to the Bank shall be paid to the Bank free of all deductions including taxes on due dates not later than 11.30 a.m. by direct bank transfer to the credit of the Bank's account as the Bank shall instruct from time to time. If any deduction is required, the relevant Obligor will pay an additional amount necessary to ensure that the Bank receives an amount that would otherwise be received had no such deduction been required. If any payment falls due on a day which is not a Business Day, then payment shall be made on the next succeeding Business Day or if the next succeeding Business Day falls on the following calendar month, on the preceding Business Day. Interest shall accrue at the relevant rate to the date of actual payment.
- (ii) If at any time, any payment by any Obligor or for an Obligor's account or any discharge given by the Bank may be void, voidable or set aside, or is avoided or reduced as a result of insolvency or any similar event, the Obligors' liability and the documents securing the Facilities shall continue as if the payment, discharge, avoidance or reduction has not occurred. No release, settlement or discharge which may have been given or made on the faith of any such payment or transaction shall prejudice or affect the Bank's right to recover from the Obligors or any third party the full extent of the Obligors' liability as if such release, settlement or discharge has never been given or made.

11. Variation/Suspension/Cancellation/Termination of the Facilities, Payment and Review

- (i) The Bank reserves the right to terminate the Facilities in the event of any material adverse change in an Obligor's financial condition which might affect its ability to comply with the obligations under the terms and conditions in the Finance Documents to which it is a party.
- (ii) The Bank reserves the right to vary the limit and/or manner of availability of the Facilities and/or the terms and/or conditions of the Facilities and/or the Finance Documents and/or in, by and/or under which the Facilities are made available (including but not limited to the variation, addition, reduction, conversion or substitution of or to the forms of any of the Facilities) at any time and from time to time as and when the Bank may deem fit without any prior notice to or consent of any Obligor.
- (iii) The Bank reserves the right to suspend, cancel or terminate the Facilities or any part thereof at any time by notice in writing to the Borrower.
- (iv) Without prejudice to other rights that the Bank may have in these Standard Terms and Conditions and/or the Facility Letter, the Bank has the right at any time and from time to time notify the Obligors of a change in any benchmark rate or reference rate specified in the Facility Letter in the event that the Bank determines in its absolute discretion that (i) the methodology, formula or other means of determining such benchmark rate or reference rate has materially changed or (ii) such benchmark rate or reference rate is no longer appropriate for the purposes of calculating interest in relation to the Facilities. In connection with any change in benchmark rate or reference rate, the Bank may make any consequential amendments to the Finance Documents and/or the Facilities as it deems appropriate in its absolute discretion to enable such replacement benchmark or reference rate to be used. Notwithstanding anything to the contrary in any Finance Document, any amendments notified by the Bank to the Obligors pursuant to the provisions hereof will become effective without any further action or consent from the Obligors.
- (v) In addition and without prejudice to the generality of the foregoing provisions of this Clause, the Facilities and the terms and conditions thereof are subject to review at any time and from time to time as the Bank may deem fit. Upon such review, the Bank may by notice in writing to the Borrower unilaterally:
 - (a) exercise any one or more of its rights and do any one or more of the acts, matters and things specified under paragraphs (ii) and (iii) above;
 - (b) declare the Secured Amounts or any part thereof to be forthwith due and payable and/or require the Borrower to procure the release and discharge of the Bank from all and any liability or obligation (whether present or future, actual or contingent) to make any payment from, under or in relation to the Facilities to any person;
 - (c) require the Borrower to provide cash cover for all contingent liabilities and for all notes or bills accepted, endorsed or discounted and all bonds, guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for the Borrower's account; and/or
 - (d) restructure and/or reschedule the Facilities or any part thereof.
- (vi) The Bank reserves the right to (i) immediately suspend, freeze or terminate the Facilities at any time and/or demand repayment of all Secured Amounts and/or (ii) make reports and take such other actions as the Bank is required to do under applicable law or that the Bank may otherwise deem appropriate, without giving any reasons or notice in writing as a consequence of the occurrence of any of the following:
 - (a) the Bank is notified or becomes aware of any laws or Regulatory Requirements which prohibits or makes it illegal to maintain the Facilities or for you to continue to use your Facilities;
 - (b) the Bank decides or has reasons to believe that any Obligor is directly or indirectly involved in, or that the Facilities are being directly or indirectly used for or in connection with, any illegal, sanctioned or suspicious activities (including without limitation, money laundering, terrorism financing, dealing with sanctioned persons or entities (whether as principal or agent) and tax crime); or
 - (c) any Obligor is or becomes, or is or becomes associated with, or any Obligors' assets is or becomes associated with, an individual and/or entity named in any list under any sanctions, freezing, anti-terrorism or other related or similar programs enforced and administered by regulatory authorities or bodies, whether in Singapore or elsewhere.

In amplification of and in addition and without prejudice to the generality of the foregoing provisions of this Clause or any other provisions of these Standard Terms and Conditions or to any other rights or remedies of the Bank, the Bank shall be entitled by notice in writing to the Borrower, to exercise any one or more of its rights and do any one or more of the acts, matters and things specified in this Clause if any event or series of events whether related or not including, without limitation, any material adverse change in or in the business, assets or financial condition of any Obligor or any subsidiary (if any and if applicable) of the Borrower or the Guarantor or any act of violence, terrorism, hostility or war, national emergency, rebellion, revolution, insurrection, usurpation of power, occurrence of any epidemic or pandemic of whatsoever nature or description or other calamity (whether occurring within or outside or directly or indirectly involving Singapore or any other place where the Bank may now or from time to time hereafter conduct or carry on business and whether of a national or international nature or otherwise) or other change in circumstances whatsoever has or have occurred which in the opinion of the Bank (which opinion shall be final and binding on the Borrower) would or might render it inadvisable or impractical for the Bank to make, maintain or fund the Facilities or any part thereof or to continue to do so or to allow any utilisation or further utilisation of the Facilities or any part thereof or to comply with any of its obligations under the Finance Documents or could or might affect the ability or willingness of any Obligor to fully comply with any of its obligations under the Finance Documents or make it improbable that such Obligor would be able or willing to do so or if the Bank shall consider that the Facilities or any of its Security or its security position to be in jeopardy.

12. Covenant to Provide Further Security

- (i) Bank reserves the right at any time and from time to time to require the Borrower to furnish Security and/or provide additional Security acceptable to the Bank and/or to substitute any existing Security at its absolute discretion. All costs incurred shall be for the account of the Borrower.
- (ii) Without prejudice to paragraph (i) above, where the Bank is of the opinion that the Security provided by the Security Documents shall at any time be inadequate in any respect whatsoever, whether owing to its prevailing market value or otherwise, the Bank shall be entitled to take any one or more of the following actions without prejudice and in addition to all other rights, powers and remedies of the Bank:
 - (a) review, reduce, restructure and/or cancel the Facilities or such part thereof as the Bank may in its absolute discretion think fit; and/ or
 - (b) withhold or disallow any disbursement or drawdown as the Bank may in its absolute discretion think fit; and/or
 - (c) require the Borrower to repay to the Bank such amount of monies outstanding under the Facilities or to reduce its liabilities to the Bank by such extent as the Bank may in its absolute discretion think fit; and/or
 - (d) realise and set-off the Security against the Borrower's liabilities to the Bank; and/or
 - (e) require or call upon the Borrower to furnish to the Bank such additional or collateral Security for such amount as the Bank may in its absolute discretion think fit within such time as may be stipulated by the Bank; and/or
 - (f) adopt such other measures as the Bank in its absolute sole discretion deems fit.

13. Events of Default

Each of the events or circumstances set out in this Clause 13 is an Event of Default:

- (i) the Borrower and/or any other Obligor fail to pay any sum due or payable under any Finance Document on the due date therefor or on demand;
- (ii) the Borrower and/or any other Obligor fail to perform or commit or threaten to commit a breach of any of the provisions of any Finance Document and/or fail to observe and perform any rule, regulation and policy in respect of the Security;
- (iii)
 - (a) any borrowing of the Borrower or any other Obligor and/or their Related Corporations becomes prematurely due and payable as a result of a default thereunder;
 - (b) any event of default (or event which with giving of notice, lapse of time, determination of materiality or other condition may constitute such an event of default) occurs under any contract or document relating to any such borrowing;

- (c) any other borrowing or other indebtedness or any sum payable in respect thereof is not paid when due;
- (d) any Security over any assets of the Borrower or any other Obligor is or becomes enforceable;

(in this clause, "borrowing" means (1) monies borrowed or raised (including hire under financial leases) and interest thereon, (2) any liability under any bond, note, guarantee, indemnity or other security or under acceptance credit facilities, (3) any liability in respect of the acquisition cost of assets or services to the extent payable after the time of the acquisition or possession thereof, and (4) any guarantee or other assurance against financial loss in respect of such monies borrowed or raised, interest or liability);

- (iv) where the Borrower and/or the Obligor is an individual, if he or she (or where more than one, any one or more of them) shall:
 - (a) die, become insane or suffer any disability during the continuance of the Security created under the Security Document; or
 - (b) assign his or her estate for the benefit of creditors; or
 - (c) have a statutory demand served against him or her; or
 - (d) leave Singapore permanently for any reason whatsoever; or
 - (e) have a petition presented for an order of bankruptcy or sequestration of his or her estate; or
 - (f) have a bankruptcy order made against him or her or have a receiver or a trustee in bankruptcy appointed over his or her estate or property or any part thereof;
- (v) where the Borrower or any other Obligor is a partnership, any of the partners is adjudicated a bankrupt;
- (vi) the Borrower or any other Obligor becomes insolvent or unable to pay its debts as and when it falls due, stops, suspends, or threatens to stop or suspend payment of all or a material part of its debts, begins negotiations or takes any steps with a view to readjustment, rescheduling or deferral of all its indebtedness (or part of its indebtedness which it shall or might otherwise be unable to pay when due) or proposes or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or the value of its assets is less than its liabilities (taking into account actual, contingent and prospective liabilities) or a moratorium is agreed or declared in respect of or affecting all or material part of its indebtedness;
- (vii) a receiver or manager is appointed over any of the Borrower's or any other Obligor's property or assets, or if the Borrower or any other Obligor shall be placed under judicial management under the provisions of the Insolvency, Restructuring and Dissolution Act 2018 or a petition is presented or a resolution passed to wind-up the same whether voluntarily or compulsorily;
- (viii) a distress or execution is levied or enforced upon or sued against any part of the properties or assets of the Borrower or any other Obligor;
- (ix) any legal proceedings, suits, investigation or action of any kind whatsoever (whether criminal, civil, administrative or otherwise) shall be instituted against the Borrower or any other Obligor (or their shareholders or directors);
- (x) it is or shall become unlawful for the Borrower or any other Obligor to perform or comply with any one or more of their obligations under any Finance Document;
- (xi) any step is taken by any person or agency with a view to the confiscation, seizure, compulsory acquisition, expropriation or nationalisation of the Security or any part thereof, or any other asset or property of the Borrower or any other Obligor;
- (xii) any step or petition is taken by any person for the dissolution or winding-up of the Borrower or any other Obligor or a receiver is appointed over the assets and undertakings of the Borrower or any other Obligor;
- (xiii) the Borrower or any other Obligor shall cease or threaten to cease to carry on business;
- (xiv) in the opinion of the Bank the Security in the Security Document is in jeopardy and notice thereof has been given by the Bank to the Borrower and/or the other Obligor or if notice of revocation, repudiation or termination of any guarantee or other Security is received by the Bank;

- (xv) any action, condition or thing (including the obtaining of any necessary consent) at any time required to be taken, fulfilled or done is not taken, fulfilled or done or any such consent ceases to be in full force and effect or any condition in or relating to any such consent is not complied with;
- (xvi) the accounts of the Borrower, its Related Corporations and/or any other Obligor delivered to the Bank are qualified in a manner or to an extent unacceptable to the Bank;
- (xvii) the Borrower and/or any other Obligor is declared to be a declared company under the provisions of Part 9 of the Companies Act 1967) or similar action is taken against it under corresponding legislation of any other jurisdiction applicable;
- (xviii) there shall occur a material adverse change in the business, assets or financial position of the Borrower and/or any other Obligor or if any situation shall have arisen which in the opinion of the Bank shall make it improbable that the Borrower and/or any other Obligor will be able to perform their obligations under any Finance Document;
- (xix) any warranty, representation, statement or declaration made or acknowledged or deemed to have been made or acknowledged by the Borrower and/or any other Obligor to the Bank at any time is found to be incorrect or false in any respect or ceases to be correct or true in any respect or if the Borrower and/or any other Obligor breaches or does not fully comply with the same at any time;
- (xx) the Borrower and/or any other Obligor being a partnership or a corporation, changes its constitution or, being a corporation, changes its shareholding or capital structure and/or Constitution without obtaining the Bank's prior written consent;
- (xxi) any provision of any Finance Document shall become void, voidable or unenforceable in whole or in part for any reason whatsoever;
- (xxii) any event of default occurs under any Security Document;
- (xxiii) the Borrower or any other Obligor shall fail to satisfy any judgment passed against the Borrower or such Obligor by any court of competent jurisdiction and no appeal against such judgment has been made to any appropriate appellate court within the time prescribed by law or such appeal has been dismissed and in the case of any judgment obtained in default of appearance, no application has been made to set such judgment aside within one month of the Borrower or such Obligor becoming aware of that judgment;
- (xxiv) in the opinion of the Bank (which opinion shall be final and conclusive), the business and/or affairs of the Borrower are not carried out or conducted satisfactorily in accordance with sound financial and/or business standards and/or practices, and/or if any of the Borrower's accounts with the Bank are not operated satisfactorily;
- (xxv) any Authorisation referred to herein is revoked or withheld or modified or is otherwise not granted or fails to remain in full force and effect;
- (xxvi) any part of an Obligor's assets and/or property or any structures thereon is damaged or destroyed which might have a Material Adverse Effect, whether by reason of the insurance over the assets and/or property or structure proving to be invalid or unenforceable or for any other reason;
- (xxvii) where there is any housing development construction project, and/or any construction of any property and/or building, and/or any other form of construction project, and the Facilities are financing such construction project, there is any suspension or abandonment of such construction project;
- (xxviii) the Facilities or any part thereof are not utilised for its intended purpose;
- (xxix) any securities listed and publicly quoted on any stock exchange which are the subject of a Security Document or secure the Facilities, have been suspended from trading by the respective stock exchange;
- (xxx) anything analogous to any of the events specified in this Clause 13 occurs under the laws of any applicable jurisdiction; and
- (xxxi) an event or events has or have occurred or a situation exists which could or might, in the sole opinion of the Bank, prejudice the ability of the Borrower and/or any other Obligor to perform its obligations under the Facilities and/or Finance Documents or prejudice the Security granted in accordance with the terms and conditions hereof and thereof.

Upon the occurrence of an Event of Default, the whole of the monies outstanding and unpaid together with all interest thereon and all other sums of money due and owing to the Bank (including contingent liabilities) shall immediately

become due and payable upon written demand or notice, and the Borrower shall provide cash cover for all contingent liabilities and for all notes or bills accepted, endorsed or discounted and all bonds, guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for the Borrower's account. The Facilities shall automatically cease to be available to the Borrower and shall be deemed to have been cancelled. The Bank may sell, dispose of or otherwise deal with any Goods at its absolute discretion, in such manner and upon such terms as the Bank thinks fit without notice or demand to any person.

Notwithstanding any provision herein to the contrary, the Bank shall be entitled to exercise any one or more of its rights and do any one or more of the acts, matters and things specified above irrespective of whether or not:

- (i) the Finance Documents have been executed, delivered or perfected;
- (ii) the Facilities have been utilised;
- (iii) any term or period of availability or utilisation has been provided for in respect of the Facilities; and/or
- (iv) any event of default is continuing.

In the event that any Security Document has or shall be prepared, executed, delivered or perfected, the Security which may be constituted by and the Bank's rights under such Security Document shall not be prejudiced by the exercise of any such right or the doing of any such act, matter or thing and shall secure and/or continue to secure the Facilities.

14. Compliance with Laws and Regulatory Requirements

Without prejudice to any other provisions in any Finance Document, the Bank may from time to time make such variations as may be necessary to comply with all relevant laws and Regulatory Requirements irrespective of whether or not such laws and Regulatory Requirements were in existence or in force prior to or after the date of the Facility Letter.

15. Nominees Charges

The Borrower agrees to the appointment of any nominee company as determined by the Bank ("Nominee"), with respect to any account to be maintained with the Nominee in respect of any pledged securities. The Borrower agrees to pay all fees, charges and expenses for the services provided by the Nominee thereunder. In the event that the Borrower fails to make such payment to the Nominee, the Borrower agrees that the Bank shall be entitled to debit automatically and/or set off against any account of the Borrower with the Bank in or towards such settlement.

16. Right to Debit Account

The Borrower authorises the Bank to debit all amounts payable by the Borrower in respect of the Facilities from the Borrower's current account or other account (whether in the Borrower's sole name or jointly with any other person) with the Bank. The Borrower shall ensure that there are sufficient funds in the current account to meet the principal repayment and all amounts payable by the Borrower in respect of the Facilities.

17. Right of Set-Off

In addition to any lien, right of set-off or other rights which the Bank may have, the Bank shall be entitled at any time without notice to combine, consolidate or merge all or any of the Borrower's and the Borrower's subsidiaries' or Related Corporations' (if applicable) then existing accounts held with the Bank and any of the Bank's subsidiaries or Related Corporations (if applicable) at any branch or office (whether in Singapore or elsewhere and whether in the Borrower's sole name or jointly with others) and set-off or transfer any such amounts standing to the credit of any one or more accounts in or towards satisfaction of any money owing or obligations or liabilities of the Borrower to the Bank whether such liabilities are present, future, actual, contingent, primary, collateral, several or joint. Where the balances and liabilities are not expressed in the same currency, the Bank is authorised to effect any necessary conversions at its own rate of exchange then prevailing.

18. Appropriation

The Bank shall at its absolute discretion be entitled to utilise and appropriate any monies received in any manner howsoever deemed fit.

19. Right of Assignment

The Bank may at any time, without the concurrence of and without notice to you, assign or transfer all or any or any part of its rights and/or obligations to such person or persons as the Bank shall in its absolute discretion think fit. Any such assignee or transferee shall be entitled to the full benefit of such rights and/or obligations to the same extent as if it were the Bank in respect of the rights or obligations assigned or transferred to it. You may not assign your rights or obligations under the Finance Documents.

20. Notices

- (i) Any notice or other communication to be given or made pursuant to the Facilities by any Obligor to the Bank may be made by letter or facsimile, addressed to the Bank at 30 Raffles Place, #04-01, Singapore 048622, and will only be effective when actually received by the Bank.
- (ii) Any certificate, statement, notice, demand or other communication to be given or made pursuant to the Facilities by the Bank to any Obligor shall be served on the Obligor (or the Obligor's personal representatives or trustees in bankruptcy) may be served on the Obligor:
 - (a) personally;
 - (b) made by post to the Obligor's registered address or such other address last known to the Bank; or
 - (c) by telex, facsimile, email or other means of communication (including without limitation any other form of electronic media) to the Obligor's telex, facsimile number, email address or other number/address last known to the Bank;

and shall be effective (notwithstanding that it is returned undelivered) and shall be deemed to be received by the Obligor, if delivered personally or sent by telex, facsimile, email or other means of communication, on the same day or, if sent by post, on the day following posting.

- (iii) Where there are two or more persons comprised in the expression "Obligor":
 - (a) certificate, statement, notice, demand or other communication given or required to be given to the Obligor hereunder and/or in respect of the Facilities which is given by the Bank to any one or more of such persons shall be deemed to be given to and shall be binding on all such persons as though such certificate, statement, notice, demand or other communication had been given to all such persons; and
 - (b) the Bank shall be entitled (but not bound) to treat any notice or other communication given or required to be given to the Bank hereunder and/or in respect of the Facilities which is given to the Bank by any one or more of such persons as having been given by all such persons whereupon such notice or other communication shall be deemed to have been given by and shall be binding on all such persons as though such notice or other communication had been given by all such persons;

and the Obligor hereby confirms and declares that each such person is individually authorised to receive and/or give any and all such certificates, statements, notices, demands or other communications from and/or to the Bank on behalf of all such persons.

- (iv) (In the case of an individual Obligor) if the Obligor has died and at the material time there has not been issued, or the Bank has not received, a copy of a grant of probate of the deceased's will or letter of administration in respect of the deceased's estate in either case, with notification in writing of an address for communication with the deceased's representatives, any notice to that Obligor may be served in a manner as if the deceased were still living and as if the deceased's address was the address was last known to the Bank prior to the deceased's death.
- (v) The Borrower shall notify the Bank in writing immediately of any change(s) in an Obligor's mailing address, registered address, place or residence, email address, telex or facsimile number or other number/address used for other means of communications.
- (vi) Without prejudice to the foregoing, the Bank shall be entitled (but not bound) to accept any notice or instructions signed or sent or given or purporting to be signed or sent or given by an Obligor through email, facsimile, telex, telephone or other written or oral mode of communication provided the Bank will not be liable for so acting in good faith upon any such notice or instructions notwithstanding that it shall subsequently be shown that the same was not given or signed or sent by an Obligor, and where the Bank relies and acts in accordance with any

oral instructions communicated over the telephone or in person from time to time given or purporting to be given by an Obligor or by any person who is or purports to be duly authorized to give such instructions on behalf of an Obligor, whether or not written confirmation of such oral instructions is subsequently sent by that Obligor and irrespective of the contents of such written confirmation if so sent, and whether or not such oral instructions are in fact genuine. Any such notice or instruction shall be deemed to have been given, sent, served or received at the time of acknowledgement of receipt by the Bank's duly authorised officer.

- (vii) Each Obligor agrees that communications which involve the use of facsimile, telex, telephone, email or other electronic means are not secure or virus or error free and could be intercepted, corrupted, lost, destroyed or arrive late, and neither the Bank nor any of its affiliates will be liable to the Obligor for any of these occurrences. You shall bear all risks of communications made by the Obligor to the Bank and by the Bank to the Obligor. The Bank shall not be liable in the event that any communication is delayed, intercepted, lost and/or fails to reach the Obligor during delivery, transmission or dispatch or if the content of such communication is disclosed to any third party during transit except where such delay, interception, loss and/or delivery failure or disclosure to any third party was due solely to the Bank's gross negligence or wilful default. The Bank and any of its Related Corporations may monitor, record and retain communications between the Bank and the Obligor.

21. Waiver

No failure to exercise and no delay in exercising on the part of the Bank any right or remedy hereunder or under the Finance Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any other right or remedies provided by law.

22. Provision of Information

- (i) The Borrower shall promptly furnish or cause to be furnished to the Bank all such information or documents as the Bank may from time to time require in connection with the Facilities including, without prejudice to the generality of the foregoing, information or documents affecting or relating to the use of the Facilities, the business, operations, accounts or financial condition of any Obligor or any property which may from time to time be offered as Security for the Facilities or the subject matter of any Finance Document and ESG Due Diligence.
- (ii) The Borrower is, by accepting the offer in the Facility Letter:
- (a) confirming and declaring that the information and documents furnished or to be furnished by, on behalf of or with the authority, consent or knowledge of each Obligor in connection with the Facilities, any Finance Document or any Obligor including but not limited to the information and documents to be furnished pursuant to sub-clause (i) above are true, accurate, complete, correct and genuine and do not omit to state any fact the omission of which makes any information furnished or statements made therein in the light of the circumstances under which they were furnished or made, misleading, and all expressions of expectation, intention, belief and opinion and all projections and forecasts contained therein were honestly made on reasonable grounds after due and careful enquiry by the Obligor;
 - (b) permitting the Bank (but the Bank is not obliged) to obtain or verify any information from any source in relation to the Facilities, any Finance Document and any Obligor and the Bank shall be entitled (without any verification or further verification) to rely upon, utilise and/or disclose any information (howsoever obtained) in relation to the Facilities, any Finance Document and any Obligor irrespective of whether or not the Facilities have been utilised, cancelled or terminated;
 - (c) acknowledging, confirming and agreeing that although:
 - (1) the Bank shall be entitled (but not obliged) to rely and/or act on any and/or all information and/or documents whatsoever (including but not limited to any feasibility study reports, projections, forecasts or information memoranda) which may from time to time be furnished by, on behalf of or with the authority, consent or knowledge of any Obligor to the Bank in connection with the Facilities or any indulgence extended, granted or permitted by the Bank to any Obligor or any person whomsoever or the application for or for the renewal or extension of the Facilities or any such indulgence; and

- (2) the Borrower shall be accountable and liable to the Bank for all such information and documents and for the accuracy, veracity and authenticity thereof;

nevertheless, notwithstanding anything to the contrary contained herein, neither the reliance by the Bank on any of such information or documents nor the granting or making available or the continuing to grant or make available or the renewal or extension of the Facilities by the Bank or any indulgence extended, granted or permitted by the Bank or any renewal or extension of such indulgence or any other act or omission of the Bank shall be treated as and/or deemed to be an acceptance, acknowledgement or admission by the Bank of any or all such information and/or documents (including but not limited to the contents thereof) or of the accuracy, veracity or authenticity thereof.

- (iii) Each Obligor shall promptly notify the Bank in writing or cause the Bank to be promptly notified of any change in any information or documents furnished by, on behalf of or with the authority, consent or knowledge of each Obligor in connection with the Facilities, any Finance Document or any Obligor or if any such information or document is not, or ceases to be true, accurate, complete, correct or applicable for any reason whatsoever.

23. Disclosure

Each Obligor irrevocably and unconditionally consents for the Bank and any officer (as defined in the Banking Act 1970 (the "Banking Act")) of the Bank to disclose any customer information (as defined in the Banking Act) relating to that Obligor or any information whatsoever relating to that Obligor as the Bank shall consider appropriate to any person wherever situate, at any time and for any purpose, including without limitation disclosures to,

- (a) the Bank's parent or ultimate holding company, any of the Bank's affiliates or related entities (including its head office, and any other branch office or unit) whether in or outside Singapore;
- (b) the consumer credit bureau or any other organisation or corporation or to any member thereof, for the purposes of, without limitation, assessing the Obligor's credit worthiness;
- (c) the Monetary Authority of Singapore and any statutory and revenue authorities in any relevant jurisdiction;
- (d) the police, any public officer in connection with any investigation or offence including suspected offences, or any person to the extent required for the purpose of any litigation, arbitration, investigative or regulatory proceedings or procedure;
- (e) any of the Bank's auditors and professional advisers and any other persons providing services to the Bank whether in Singapore or elsewhere (including any rating agency, insurer or insurance broker, direct or indirect provider of credit protection, debt collection agency, credit reference agency or contractor);
- (f) any person or organisation whether in Singapore or elsewhere, 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 by the Bank including its correspondents, custodians and sub-custodians;
- (g) the Bank's agents, correspondents, intermediaries, beneficiary banks and counterparties (or proposed counterparties) in relation to the Facilities;
- (h) any person with (or through) whom the Bank assigns, novates or transfers (or may potentially assign, novate or transfer) all or any of its rights and obligations under any Facilities, this Agreement or any other agreement between the Bank and the Obligor;
- (i) any person with (or through) whom the Bank enters into (or may potentially enter into) any sub-participation in relation to any transaction under which payments are to be made by reference to the Facilities, this Agreement or other agreement between the Bank and the Obligor;
- (j) any other Obligor or such person(s) or class of persons as specified in the Third Schedule of the Banking Act or to whom disclosure is permitted or required by the Banking Act or to any other person or entity in connection with any statutory provision, law or regulations, including where required by any domestic or overseas regulators or tax authorities to establish your tax liability in any/or the relevant jurisdiction;
- (k) any regulatory authorities having jurisdiction over the Bank or the related corporations of the Bank at their requests;

- (l) the Bank's stationery printer, external printer, agent or storage or archival service provider (including but not limited to any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storage, microfilming and/or filing personalised cheques, statements of accounts, cards, labels, mailers or any other documents or items on which the Obligor's name and/or other particulars appear, or any data or records or any documents whatsoever;
- (m) any person in compliance with, or whom the Bank in good faith believes is entitled to such relief pursuant to, the order, notice or request of any government agency or authority or courts in Singapore or of a jurisdiction where any of the Bank's overseas branches or offices are situated or where the Bank has assets;
- (n) any person or organisation for the purpose of collecting and recovering for and on the Bank's behalf, or securing for your benefit or repaying on your behalf, any sums of money owing to the Bank from the Obligor;
- (o) any receiver appointed by the Bank;
- (p) your solicitors or legal representatives. For this purpose, you agree that we may reasonably rely on any correspondence from such persons or entities stating to be your solicitors or legal representatives;
- (q) any person permitted by the Borrower or any Obligor;
- (r) any other persons for any purpose whatsoever, including but not limited to persons who are being assessed by the Bank as potential service providers and who have signed a non-disclosure agreement with the Bank; and/or
- (s) any person, corporation, firm, partnership, limited partnership, limited liability partnership, society, association, trade union, institution and other business concern, whether local or foreign, where we in good faith deem it reasonable to make such disclosure.

Each Obligor further agrees that the persons specified in Clause 23 and any service provider selected by them may further disclose such information as required by any applicable law, regulation, judgment or order of court or of any tribunal or otherwise, in Singapore or any other jurisdiction (including without limitation any governmental authority, regulator including any central bank or other fiscal or monetary authority in any jurisdiction).

This Clause 23 is not, and shall not be deemed to constitute, an express or implied agreement by the Bank with any Obligor for a higher degree of confidentiality than that described in Section 47 of the Banking Act and in the Third Schedule to the Banking Act. Further, this provision shall be in addition to, and not in substitution for, (i) any other agreement/provision agreed to between the parties (whether before or after the date hereof) which gives broader rights of disclosure to either party than contained herein or (ii) the Bank's other rights of disclosure under and pursuant to any applicable law, including without limitation the Banking Act of Singapore or the Personal Data Protection Act 2012 and nothing herein is to be construed as limiting any of those other rights. The Bank's right to disclose information as set out in this Clause 23 shall survive the termination of the Facilities and/or the termination of any relationship between the Obligors and the Bank for any reason whatsoever.

24. Personal Data Protection

- (i) The Bank's Personal Data Protection Terms and Conditions (the "CIMB Personal Data Terms", available at <https://www.cimb.com.sg/content/dam/cimbsg/business/documents/tnc/general-tnc/tnc-personal-data-protection-corporate.pdf> or on request, and as may be amended and/or substituted from time to time) is incorporated by reference into and forms part of these Standard Terms and Conditions and shall apply to all personal data that the Obligors provide to the Bank or that the Bank obtains from any other sources or that arises from the Obligors' relationship with the Bank or any of the Bank's Related Corporations.
- (ii) Each Obligor agrees and consents to the Bank's collection, use, disclosure and processing of personal data in accordance with the CIMB Personal Data Terms and these Standard Terms and Conditions. Each Obligor's consent given in this Clause 24 is also given to the Bank's collection, use or disclosure of the personal data for the purposes mentioned in Clause 23 in accordance with the CIMB Personal Data Terms and these Standard Terms and Conditions.
- (iii) Where any Obligor provides the Bank with the personal data of an individual (other than that Obligor itself, if it is an individual), that Obligor represents, undertakes and warrants that it has obtained that individual's prior agreement and consent to the collection, use, disclosure and processing of that individual's personal data by the Bank in accordance with the CIMB Personal Data Terms and these Standard Terms and Conditions and that the personal data provided by that Obligor to the Bank is true, accurate and complete.

- (iv) In the event of any conflict or inconsistency between these Standard Terms and Conditions and the CIMB Personal Data Terms, the provisions of these Standard Terms and Conditions shall prevail.
- (v) Any consent given by any Obligor in relation to the collection, use, processing and disclosure of personal data shall continue notwithstanding that Obligor's death, incapacity or dissolution, the termination of any or all of that Obligor's accounts, the termination of the Facilities and/or the termination of any relationship between the Obligors and the Bank for any reason whatsoever.

25. Electronic signature, records and documents

- (i) Where the Bank in its discretion agrees to accept any notice or instruction from the Obligors through facsimile, telex, telephone, email or other electronic means (the "Electronic Communication"), the Bank shall be entitled to require the Obligors to sign such Electronic Communication, and in this connection the Obligors authorise and consent to the Bank collecting and linking its signature with the relevant Electronic Communication in electronic form, upon the submission of the Obligors' electronic signature or electronic image of the Obligors' signature, in a manner which complies with the Bank's internal processes and requirements.
 - (a) The Obligors agree that such signature collected, received and/or stored in such electronic form shall be deemed to be equivalent to the Obligors' signature in hard copy for all purposes provided each such signature is collected in a manner which complies with the Bank's internal requirements and any requirement under all applicable laws and regulations.
 - (b) The electronic data or images of any form, document, instruction or communication, other electronic documents, instruction or communication and all records in electronic form (collectively, "Electronic Records") maintained by the Bank or on your behalf where any signature(s) in electronic form has/have been affixed or appended, which fulfil the Bank's internal processes and requirements and any requirement under all applicable laws and regulations, shall be deemed to be valid, accurate and authentic, and given the same effect as if such Electronic Records in electronic form were written and signed between the relevant Obligor and the Bank in hard copy.
 - (c) The Electronic Records can be used as evidence in any court proceedings as proof of their contents. The Obligors shall not dispute the validity, accuracy or authenticity of the contents of any such Electronic Records, including evidence in the form of activity or transaction logs, computer or electronic records, magnetic tapes, cartridges, computer printouts, copies, or any other form of computer or electronic data or information storage or system, and that such Electronic Records shall be final and conclusive of the information and the relevant Obligor's instruction and agreement of any matter set out in the associated Electronic Communication, save in the case of the Bank's manifest or clerical error. The Obligors further agree that the security procedure applied or to be applied to verify any signature(s) in electronic form that has/have been affixed or appended to any Electronic Communication is commercially reasonable and secure, pursuant to the Electronic Transactions Act 2010.
- (ii) The Obligors shall not hold us liable for acting in good faith or omitting in good faith to act on your instructions given to us via the Electronic Communication in accordance with our prescribed verification procedure prevailing at the time.
- (iii) The Obligors accept our scanned and/or electronic records of any and all forms, documents, instructions or communications as final and conclusive and the same will be binding on you for all purposes. The Obligors agree that all such records are relevant and admissible in evidence. The Obligors will not dispute the accuracy or the authenticity of the contents of such records merely on the basis that such records were produced by or are the output of a computer system, and the Obligors waive any right to so object.
- (iv) The Electronic Records and all other records shall be stored in accordance with the law and the standards and practices of the banking industry. The Obligors shall not dispute the validity, accuracy or authenticity of the contents of any such Electronic Records and all other records, and that such Electronic Records and all other records shall be final and conclusive, save in the case of our manifest or clerical error.

26. Power of Attorney

The Borrower by way of security hereby irrevocably appoints the Bank and any delegate or person as the Bank may designate as the attorney of the Borrower in the Borrower's name or otherwise with full powers of substitution to execute and do all such assurances, acts and things which the Borrower ought to do under the provisions of the Finance Documents and/or to enforce any rights in respect thereof and/or to bring, defend, negotiate, compromise, abandon, settle or discontinue any legal proceedings or arbitration in your name as the Bank may in its absolute discretion consider necessary or advisable and the Borrower hereby ratifies and confirms all whatsoever acts and deeds of the attorney or attorneys as he/she/they shall lawfully do under this power of attorney. The Bank shall not be liable to the Borrower for any loss that the Borrower may suffer as a result of the exercise by the Bank of its powers as the Borrower's attorney. This power of attorney is irrevocable (despite the Borrower's bankruptcy, liquidation or other incapacity whatsoever) as long as the whole of the Secured Amounts is not totally discharged.

27. Valuation

The Bank shall be entitled, from time to time as and when it deems fit at its absolute discretion, to carry out or to require any Obligor to carry out, at the cost and expense of the Obligors, a valuation or revaluation on any property of any Obligor which is offered by the Obligor as security to the Bank in respect of the Facilities or which is the subject matter of any Finance Document and for the purpose of such valuation or revaluation the Bank may appoint or require the Obligors to appoint a valuer acceptable to the Bank and the Obligors shall give or cause to be given to the Bank or such valuer such rights of access and entry and such written authorities as may be required by the Bank or such valuer. Such valuation or revaluation shall be accepted by the Obligors as final and conclusive.

Any determination of the Bank as to the value of or attributable to any property of any Obligor which is offered by the Obligor as Security to the Bank in respect of the Facilities or which is the subject matter of any Finance Document shall be binding and conclusive on the Borrower.

28. No Liability

Notwithstanding anything to the contrary in the Facility Letter, these Standard Terms and Conditions or any other document or under any law, the Bank shall not be liable in any manner whatsoever (and whether under law or in equity or otherwise) and under any circumstances whatsoever to any Obligor or any other person whomsoever for any delay whatsoever arising out of or in connection with:

- (i) the preparation, execution or perfection of any of the Finance Documents;
- (ii) the satisfaction of any of the conditions for drawdown or utilisation of the Facilities or any part thereof;
- (iii) the drawdown or utilisation of the Facilities or any part thereof;
- (iv) effecting or otherwise in connection with any indulgence (including but not limited to the release or discharge of any document or Security) agreed to be extended, granted or permitted by the Bank to the Borrower or any other Obligor or any person whomsoever whether providing Security for the Facilities or otherwise; or
- (v) the preparation, issue, execution, delivery, submission, perfection or registration of any redemption statement, undertaking, release, reassignment, discharge or other document or instrument whatsoever in relation to the redemption, release, reassignment or discharge of any Security under the Finance Documents or of any Finance Documents; and/or
- (vi) any security processes performed by the Bank for fraud detection, anti-money laundering purposes or to comply with any laws or Regulatory Requirements;

however caused (including but not limited to by reason of any negligence or default on the part of the Bank) or for any and/or all consequences arising from any such delay (including but not limited to any loss or damage whatsoever howsoever arising from any such delay which may be incurred or suffered by any Obligor or any other person whomsoever).

Notwithstanding anything to the contrary, the Bank shall not be liable for any loss, damage, expense or inconvenience, including any direct, indirect, incidental, special, consequential, punitive or economic losses, loss of revenue or profits, loss of anticipated savings or business suffered or incurred by any Borrower and/or Obligor, arising from or in connection with the Bank suspending and/or terminating any of the Facilities and/or services and/or exercising any right under these Standard Terms and Conditions, even if the Bank has been advised of the probability of such damages in advance, and all such damages are expressly disclaimed.

29. Costs

The Borrower shall pay and bear from time to time all fees, costs, charges, expenses, taxes and other moneys in any way connected with or arising out of the Facilities and/or the Finance Documents from time to time including but not limited to all fees, costs, charges, expenses, taxes and other moneys whatsoever including but not limited to (a) the Bank's solicitors' costs on a full indemnity basis; (b) the charges of the Bank's valuers, appraisers, estate agents and auctioneers; (c) quit rent, assessment, rates, taxes, drainage charges, sewerage charges, service charges, maintenance fee, insurance premiums, sinking fund payments and other outgoings, charges and payments whatsoever that may be payable in respect of any property which is the subject matter of any Security Document; and (d) all costs and expenses incurred or expended by the Bank in the negotiation, preparation, execution, completion, stamping, registration and/or perfection and/or discharge and/or release of any of the Finance Documents and/or any Security and/or in the collection of any moneys due or becoming due under the Finance Documents and/or in enforcing and/or preserving any of the Security and/or any of the rights under the Security Documents and/or in connection with or arising out of any variation or review of the Facilities by the Bank and/or otherwise in connection with the Facilities and/or the Finance Documents or for or on behalf of or for the account of any Obligor irrespective of whether or not the Facilities are utilised, suspended or cancelled.

All moneys whatsoever agreed to be paid by any Obligor under any of the provisions of the Finance Documents which are not paid may be paid by the Bank without any obligation so to do upon the failure of any Obligor to do so.

All such fees, costs, charges, expenses, taxes and moneys referred to above in this Clause or in any of the provisions of the Finance Documents or otherwise howsoever shall be payable by the Borrower to the Bank on demand from time to time and shall bear interest thereon at such rate as may be determined by the Bank from the date of the moneys having been paid or expended until such time such moneys and the interest thereon are paid to and received in full by the Bank and until such payment shall constitute part of the amount secured under the Finance Documents and may be debited into the Borrower's account with the Bank without notice to the Borrower.

30. Evidence of Indebtedness

For all purposes (including but not limited to any proceedings relating to any of the Finance Documents) a statement issued by or on behalf of the Bank as to any amount due to the Bank under any of the Finance Documents which is:

- (i) signed by an officer of the Bank; or
- (ii) contained in a document produced by a computer in the course of its ordinary use;

shall, in the absence of manifest error or unless otherwise provided in any of the Finance Documents, be binding on and conclusive evidence against the Borrower that such amount is in fact due and payable.

31. Joint and Several Liability

If the Obligor comprises more than one person:

- (i) the undertakings and obligations of the Obligor whether set out in these Standard Terms and Conditions or otherwise shall be construed as the joint and several undertakings and obligations of each such person, and all references to the Obligor shall where the context so admits also be construed as a reference to any one or more of the persons constituting the Obligor;
- (ii) any one or more of such persons ("Original Signatories") is not bound by the provisions of a Finance Document (whether by reason of its or their lack of capacity or improper execution or for any other reason whatever), the remaining Original Signatory or Original Signatories shall continue to be bound by the provisions of the Finance Document as if such other Original Signatory or Original Signatories had never been party hereto; and
- (iii) the Bank shall be at liberty to release or discharge any one or more of such persons from liability or to compound with, accept compositions from or make any other arrangements with any of such persons without in consequence releasing or discharging any other of such persons or otherwise prejudicing or affecting the Bank's rights and remedies against any other of such persons.

32. Severability

Any provision of the Facility Letter or these Standard Terms and Conditions which are illegal, void, prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such illegality, voidness,

prohibition or unenforceability without invalidating the remaining provisions hereof or any part thereof and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.

33. Currency

All sums of moneys herein offered by the Bank to and to be repaid by the Borrower to the Bank shall be in such currencies as those stated under the respective Facilities.

34. Right of Third Parties

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 2001 of Singapore, no term of the Finance Documents is enforceable by a person who is not a party hereto.

35. Counterparts

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

36. Service of Process

Personal service of any writ of summons or other originating process or sealed copy thereof, pleadings or other documents may be effected on the Borrower and/or any other Obligor by leaving the same at the address stated in the Facility Letter or at the place of business or abode or the address in Singapore of the Borrower and/or such other Obligor last known (and in this connection the Bank shall be entitled to rely on the records kept by it or that of any registry or government or statutory authority) and if the last known address of the Borrower and/or any such other Obligor shall be a postal box number or other hold mail address then personal service may be effected by posting the same to such address or addresses and the Borrower and/or that Obligor irrevocably confirm that service of such writs of summons, originating process, pleadings or documents in the manner aforesaid shall be deemed good sufficient personal service on the Borrower and/or that Obligor. Nothing herein shall affect the right to serve process in any other manner permitted by law. In addition, the Borrower and/or any Obligor undertakes, upon the Bank's request, to nominate an agent with an address in Singapore to accept service of any legal process in Singapore on behalf of the Borrower and/or Obligor. Such agent shall acknowledge in writing to the Bank its appointment as agent and service of legal process on such agent shall be deemed to constitute service on the Borrower and/or Obligor.

37. Amendments and Severability

The Bank may at any time at its absolute discretion and upon written notice to the Borrower, change any one or more of these Standard Terms and Conditions governing the Facilities. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.

The Bank may notify the Borrower of any change(s) to these Standard Terms and Conditions governing the Facilities by:

- (a) publishing such change(s) in the annual statement(s) of account to be sent to the Borrower;
- (b) displaying such change(s) online at the Bank's branches or automatic teller machines;
- (c) posting such change(s) on the Bank's website;
- (d) electronic mail or letter;
- (e) publishing such change(s) in any newspapers; or
- (f) such other means of communications as the Bank may determine in its absolute discretion.

If the Borrower does not accept the change(s) referred to in this Clause, the Borrower shall forthwith repay to the Bank all monies owing under the Facility Letter. Where the Borrower continues to use the Facilities or if the Facilities remain outstanding after such notification, the Borrower and/or any other Obligor shall be deemed to have agreed with and accepted such change(s).

38. Governing Law and Enforcement

The Facility Letter and these Standard Terms and Conditions are governed by the Laws of Singapore. The courts of Singapore have exclusive jurisdiction to settle any dispute arising out of or in connection with the Facility Letter and these Standard Terms and Conditions (including a dispute regarding the existence, validity or termination of the Facility Letter and these Standard Terms and Conditions) (a "**Dispute**"). The parties agree that the courts of Singapore are the most appropriate and convenient courts to settle Disputes and accordingly, no party will argue to the contrary. This Clause 38 is for the benefit of the Bank only. As a result, the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

39. Statement of Integrity

- (a) Each Obligor acknowledges that the Bank is required to comply with the Bank's Anti-Bribery and Corruption Policy Statement, available at <https://www.cimb.com/en/sustainability/governance-and-risk.html> and as may be amended and/or substituted from time to time.
- (b) In the event any Obligor(s) has/have any suspicions or concerns regarding any attempt by the Bank or any of its affiliates to solicit any bribe or advantage (whether financial or otherwise) from any person, or conduct which conflicts with the Bank's Anti-Bribery and Corruption Policy Statement, it may report those concerns by following the procedure set out in the Whistle Blowing Policy available at <https://www.cimb.com/en/who-we-are/overview/corporate-governance/code-of-conduct/whistle-blowing.html> and as may be amended and/or substituted from time to time.
- (c) Each Obligor warrants and undertakes that it has and will comply with all applicable anti-bribery and anti-corruption laws. Each Obligor acknowledges and agrees that a breach of this warranty and undertaking may be considered by the Bank to be a material breach of these Standard Terms and Conditions and the Bank may, at its discretion, suspend, cancel or terminate the Facilities and/or the Bank's provision of services and require repayment of all outstandings.

40. Conditions Prior to Disbursement (Where Applicable)

The Facility is not available for disbursement until the completion and delivery of the following documents or evidence, in form and substance satisfactory to the Bank:

- (a) a copy of the Facility Letter duly executed by each Obligor;
- (b) duly executed security documents and all other documentation required thereunder, in form and substance satisfactory to the Bank, and/or evidence of all other steps required to perfect the security documents;
- (c) where the Obligor is an individual, a certified true copy of that Obligor's identity card or passport together with the Obligor's specimen signature;
- (d) where the Obligor is a corporate:
 - (1) a certified true copy of the Constitution of that Obligor;
 - (2) certified true copies of resolutions of the board of directors and, if necessary, the shareholders of that Obligor approving the terms of the Facility Letter, the relevant Security Documents and all other documents set out in the Facility Letter, resolving that it executes the Facility Letter, the relevant Security Documents and all other documents set out in the Facility Letter and authorising specified person(s) to sign and/or despatch notices and documents to be signed and/or despatched by it under or in connection with the Facility Letter;
 - (3) specimen signatures of each person authorised by the resolutions referred to in paragraph (2) above;
- (e) where the Obligor is a partnership:
 - (1) a certified true copy of its constitutional documents;

- (2) a certified true copy of resolutions of its partners approving the terms of the Facility Letter, the relevant Security Documents and all other documents set out in the Facility Letter and authorising specified person(s) to sign and/or despatch notices and documents to be signed and/or despatched by it under or in connection with the Facility Letter;
 - (3) specimen signatures of each person authorised by the resolutions referred to in paragraph (2) above;
 - (f) where the Obligor is not a Singapore citizen or a Singapore entity:
 - (1) a legal opinion of legal advisers from the jurisdiction in which the Obligor is a citizen or is incorporated (as the case may be), in form and substance acceptable to the Bank; and
 - (2) evidence of appointment of a process agent in Singapore;
 - (g) where the Borrower is a Resident of Malaysia*:
 - (1) to complete and submit mandatory Foreign Exchange Administration Declaration Form attached together with the Facility Letter.
- * Resident of Malaysia means:
- (i) a citizen of Malaysia, excluding a citizen who has obtained permanent resident status in a country or a territory outside Malaysia and is residing outside Malaysia;
 - (ii) a non-citizen of Malaysia who has obtained permanent resident status in Malaysia and is ordinarily residing in Malaysia;
 - (iii) a body corporate incorporated or established, or registered with or approved by any authority, in Malaysia;
 - (iv) an unincorporated body registered with or approved by any authority in Malaysia; or
 - (v) the Government or any State Government of Malaysia.
- (h) in relation to the Security:
 - (1) the Security being an acceptable Security to the Bank in all respects;
 - (2) evidence that all filings, registrations and other actions necessary or, in the opinion of the Bank, desirable to protect the Security created by the Security Documents have been completed;

Other Conditions Precedent:

- (i) evidence that there are no legal proceedings, suits or actions of any kind whatsoever (whether criminal or civil) instituted against the Borrower and/or any other Obligor;
- (j) evidence that there is no bankruptcy, judicial management or winding up (whether voluntary or compulsory) petition/proceedings or order made against the Borrower or any other Obligor, the Borrower and/or the other Obligors have not entered into any statutory or other arrangement (voluntary or otherwise) or composition for the benefit of creditors generally and that no statutory demands have been made against and no receiver(s) appointed in respect of the Borrower or any other Obligor;
- (k) evidence that no Event of Default or potential Event of Default shall have occurred and be continuing;
- (l) a copy of any other authorisation, consent, approval (including, without limitation, approval from Enterprise Singapore for the Facility where applicable), permit, waiver, resolution, licence, exemption, filing, notarisation, order, lodgement or registration or other document, opinion or assurance reasonably required by the Bank in connection with the entry into and performance of the transactions contemplated by the Facility Letter or for the legality, enforceability or admissibility in evidence of the Facility Letter;
- (m) all other documents, certifications, undertakings, exemptions as may be required or deemed necessary by the Bank and its legal counsel (whether or not contemplated in the Facility Letter) if any;
- (n) all fees, costs and expenses and all other amounts due from the Borrower have been paid or will be paid by first utilization;
- (o) spousal consent provided by the spouse of the Guarantor (if applicable); and
- (p) such other reasonable conditions precedent as may be required/advised by the Bank and/or its legal counsel.

B. THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE SPECIFIC FACILITY MENTIONED (IF ANY)**41. Financing of Goods**

Where the Bank has financed or will finance, or has extended or will be extending any banking or credit facilities or accommodation of any kind to facilitate, your purchase of any goods:

- (a) You represent, warrant and undertake that the Goods shall not be prohibited, restricted, controlled or dual-use goods unless all necessary Authorisations, approvals, consents and licenses required for you to deal with such prohibited, restricted, controlled or dual-use goods have been obtained and shall be maintained by you at all times.
- (b) You warrant and agree not to obtain any other financial accommodation and/or create any Security in relation to the transaction subject to finance ("Transaction") and/or the relevant Goods without obtaining the Bank's prior written consent.
- (c) You declare that the Transaction is a trade transaction involving a genuine sale of goods in consideration of payment made or to be made for the relevant Goods;
- (d) You undertake to provide information on the end-to-end process and trade cycle in respect of the Transaction;
- (e) You warrant and agree not to enter into arrangements amounting to a set-off, deduction, withholding, counterclaim and/or pay-when-paid in respect of the Transaction, and you undertake to procure that all payments received in relation thereto shall be free of any set-off, deduction, counter-claim, withholding and not subject to any pay-when-paid or other similar arrangements;
- (f) You agree that the Bank has (and/or such other qualified inspection authority or agent of the Bank has) the right to inspect and verify the Goods;
- (g) You undertake to ensure that the underlying title and/or transport documents in respect of the relevant Goods are or will be consigned to, or endorsed to, the order of the Bank, or blank endorsed;
- (h) You warrant and agree that any letter of indemnity or undertaking (or any other similar documents such as warranty of title or tank receipts) used in the absence of, or in lieu of, the original title and/or transport documents in respect of the Goods: (i) is or will be accompanied by a copy of the title and/or transport document referenced thereunder; (ii) is or will be redeemable on demand by the Bank, failing which the Bank has or shall have the right to demand for immediate payment equivalent to the value of the Transaction from the relevant supplier;
- (i) You agree that in the event of assignment of receivables (whether by way of security or sale) in the Bank's favour:
 - (i) to obtain (and you hereby irrevocably authorise the Bank to obtain) acknowledgment of the notice of assignment from the relevant debtor (which may include an undertaking from such debtor not to amend any applicable instruments and documents in any manner that may directly or indirectly affect payment rights and/or obligations);
 - (ii) the Bank shall have the unrestricted right to directly deal with the relevant debtor for verification of such receivables;
 - (iii) where applicable (unless otherwise agreed in writing by the Bank), to deliver original invoices addressed to the relevant debtor to the Bank, who will then forward such invoices to the relevant debtor;
 - (iv) where applicable (unless otherwise agreed in writing by the Bank), to procure the payment undertaking of the relevant debtor in favour of the Bank (which shall also include an undertaking from such debtor not to amend any applicable instruments and documents in any manner that may directly or indirectly affect payment rights and/or obligations); and
 - (v) where applicable (unless otherwise agreed in writing by the Bank), each document that the relevant debtor is party to or provided by the relevant debtor (including but not limited to applicable instruments and documents, acknowledgement of notice of assignment and payment undertaking) is signed by that relevant debtor and dated and, if required, accompanied by signature verification;
- (j) You agree that in the event that you hedge against price fluctuations of the relevant Goods, the Bank shall be entitled (but not obligated) to enter into contractual arrangements (e.g. tri-partite agreements) with you and your broker, where appropriate.

42. Overdraft

- (a) The overdraft facility is subject to the Bank's periodic review and all outstandings are repayable on demand notwithstanding anything contained in the Agreement or in any other Finance Document.
- (b) The interest on the overdraft amount outstanding shall be paid monthly. The interest is calculated at the rate of interest payable on the daily outstanding balance based on a 365-day year with monthly rests.

43. Standby letters of credit, bonds, guarantees, bills etc

- (a) You hereby unconditionally and irrevocably agree to indemnify and hold the Bank harmless against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which may result or which the Bank may suffer, incur or sustain in connection with or arising in any way whatsoever as a consequence of the Bank at your request or on your behalf, giving any performance guarantee, bond or indemnity or opening any standby letter of credit or other payment undertaking or otherwise incurring or assuming any obligation or liability (each a "Bank Guarantee") and to pay to the Bank forthwith all monies and liabilities whatsoever which may from time to time be claimed or demanded from the Bank or which the Bank shall pay or become liable to pay or suffer or incur under or by reason of or in connection with each Bank Guarantee.
- (b) The Bank shall have the right to debit your account(s) at any time and set aside the amount debited to cover your contingent liabilities to the Bank under or by reason of or in connection with each Bank Guarantee or arising in any other manner whatsoever without notice or other reference to you. You further undertake to deposit with the Bank immediately on demand by the Bank such amount equivalent to your contingent liabilities under any Bank Guarantee until such Bank Guarantee is returned to the Bank and cancelled, or otherwise irrevocably discharged.
- (c) In the event the Bank is called upon to make payment under the Bank Guarantee (whether before or after the claim period), the Bank shall have the authority to irrevocably and unconditionally pay, defend, settle or compromise any claim or any actions, suits or proceedings which may be brought against the Bank in respect of such claim without any reference to or further authority from you and without being under any duty to enquire whether any claims or demands on the Bank are properly made (notwithstanding that you may dispute the validity of any such claim or demand, and notwithstanding the invalidity, irregularity or unenforceability of the principal agreement to which the Bank Guarantee is accessory). It is further expressly agreed that the decision of the Bank to pay, defend, settle or compromise any claim is at the sole discretion of the Bank and you shall accept any claim or demand on the Bank as conclusive evidence that the Bank was liable to pay and any payment which the Bank makes purporting to be in accordance with any Bank Guarantee shall be binding upon you. Any amounts paid by the Bank to a claimant and any expenses, damages or costs incurred by the Bank in defending such claim shall forthwith be due and immediately be payable by you.
- (d) You agree that any step taken by the Bank in good faith under or in connection with any Bank Guarantee shall be binding on you and shall not place the Bank under any liability to you. You further agree that the Bank may at any time without prior reference to you terminate any Bank Guarantee or reduce its liability thereunder.
- (e) A Bank Guarantee with a claim period is to be returned upon expiry of the claim period to the Bank for cancellation. It is expressly agreed that in the event the Bank Guarantee is not returned to the Bank for cancellation, the Bank shall be entitled to withhold the release or discharge of any security held in respect of the Bank Guarantee until such time that the Bank Guarantee is returned and cancelled. In the event of a claim made as stated in the preceding paragraphs, the Bank reserves the right to withhold the discharge of such security until the settlement of such claim.

44. Letter of Credit

- (a) You undertake to repay to the Bank all monies paid in pursuance or otherwise of each letter of credit issued at your request together with interest, at such rate as may be fixed by the Bank from time to time. In this regard, you shall pay or accept on presentation and pay at maturity the draft(s) drawn or negotiated under the letter of credit even if the corresponding Goods will be diverted or fail to arrive or be refused loading at destination due to whatever cause.
- (b) You hereby unconditionally and irrevocably authorise the Bank (i) to make any additions to the documents and/or terms and conditions specified under your application for the issue of letter of credit, which the Bank may consider necessary including compliance with government regulations; (ii) to instruct any bank or branch concerned to dispatch any draft(s) and/or any documents by one or more mail or other method of conveyance in the Bank's

absolute discretion; (iii) on the basis of documents alone, accept and/or pay all drafts and/or documents drawn upon yourself pursuant to the letter of credit issued. The Bank may at its absolute discretion reject any or all of the documents if the Bank determines that there is/are discrepancy/ies in the documents against the letter of credit terms. Such determination by the Bank shall be final.

- (c) Unless otherwise agreed by the Bank, as continuing security for any obligations or liabilities present or future incurred by the Bank under and arising out of each letter of credit issued at your request, the Bank shall have (i) a pledge and lien over the Documents presented under the letter of credit; and (ii) a pledge over the Goods represented by the Documents insofar as such Goods are in or come into the Bank's actual or constructive possession. The Bank shall have full power of sale if you fail to duly perform and discharge your obligations and liabilities to the Bank, and you hereby irrevocably authorise the Bank to sell, dispose of or otherwise deal with any of the Documents and the Goods and apply the proceeds obtained in or towards discharge of your obligations and liabilities to the Bank.
- (d) You hereby unconditionally and irrevocably agree to indemnify and hold the Bank harmless against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which may result or which the Bank may suffer, incur or sustain in connection with or arising in any way whatsoever as a consequence of the Bank at your request or on your behalf issuing a letter of credit and/or as a result of the Bank discharging any mandate given to the Bank from time to time pertaining to the letter of credit issued or otherwise incurring or assuming any obligation or liability, and to pay forthwith all monies and liabilities whatsoever which may from time to time be claimed or demanded from you or which you shall pay or become liable to pay or suffer or incur under or by reason of or in connection with the letter of credit.
- (e) Your obligations to the Bank in connection with each letter of credit issued at your request shall not be affected by any alleged discrepancies or irregularities in the presented documents and/or any fraud or illegality (whether actual or alleged) in connection with any presented document, the letter of credit and/or any underlying transaction or by any event or circumstance not caused by the Bank's gross negligence or wilful default.
- (f) The Bank shall have the right to debit your account(s) at any time and set aside the amount debited to cover your contingent liabilities to the Bank under or by reason of or in connection with each letter of credit or arising in any other manner whatsoever without notice or other reference to you. You further undertake to deposit with the Bank immediately on demand by the Bank in its absolute discretion, such amount equivalent to your contingent liabilities under any letter of credit.
- (g) The Bank shall have the authority to irrevocably and unconditionally pay, defend, settle or compromise any claim or any actions, suits or proceedings which may be brought against the Bank in respect of any claim under any letter of credit in its absolute discretion without any reference to or further authority from you and without being under any duty to enquire whether any claims or demands on the Bank are properly made (notwithstanding that you may dispute the validity of any such claim or demand, and notwithstanding the invalidity, irregularity or unenforceability of the relevant purchase contract). It is further expressly agreed that the decision of the Bank to pay, defend, settle or compromise any claim is at the sole discretion of the Bank and you shall accept any claim or demand on the Bank as conclusive evidence that the Bank was liable to pay and any payment which the Bank makes purporting to be in accordance with any letter of credit shall be binding upon you. Any amounts paid by the Bank to a claimant and any expenses, damages or costs incurred by the Bank in defending such claim shall forthwith be due and immediately be payable by you.

45. Trust receipt

- (a) All Documents and the Goods are pledged and hypothecated to the Bank and are delivered or handed over by the Bank to you, and shall be received by you as the Bank's trustee and as the Bank's agent and exclusively for the purpose of their sale or other disposition approved by the Bank, and you shall deliver to the purchaser the Documents and the Goods and shall receive their proceeds on trust for the Bank, and as the Bank's agent and not otherwise.
- (b) The Bank shall remain the owner of the Goods so long as the Goods or the Documents are in your possession and for the avoidance of doubt, you shall hold the Goods and the Documents on trust for the Bank, and as the Bank's agent and not otherwise.
- (c) All proceeds received by you from the sale or disposition of the Goods shall be paid to the Bank immediately upon receipt.

Schedule 1

Terms and Conditions applicable to Compounded Rate Loans for SOFR

“Central Bank Rate” means:

- (a) the short-term interest rate target set by the US Federal Open Market Committee as published by the Federal Reserve Bank of New York from time to time; or
- (b) if that target is not a single figure, the arithmetic mean of:
 - (i) the upper bound of the short-term interest rate target range set by the US Federal Open Market Committee and published by the Federal Reserve Bank of New York; and
 - (ii) the lower bound of that target range.

“Central Bank Rate Adjustment” means in respect of the Central Bank Rate for an RFR Banking Day, the arithmetic mean of the spread of SOFR to the Central Bank Rate over the immediately preceding five (5) RFR Banking Days on which SOFR was available, excluding the days with the highest and lowest spreads to the Central Bank Rate .

“Compounded Reference Rate” means, in relation to any Interest Period of a Compounded Rate Loan, the percentage rate per annum which is the Observation Period CCRR for the Observation Period relating to that Interest Period.

“Daily Rate” for any RFR Banking Day is:

- (a) SOFR for that RFR Banking Day;
- (b) if the SOFR is not available for at least one, but no more than four consecutive RFR Banking Days, the last available published SOFR;
- (c) if paragraph (b) above applies but the rate referred to in that paragraph is not available, the percentage rate per annum which is the aggregate of:
 - (i) the Central Bank Rate for that RFR Banking Day; and
 - (ii) the applicable Central Bank Rate Adjustment; or
- (d) if paragraph (c) above applies but the Central Bank Rate for that RFR Banking Day is not available, the percentage rate per annum which is the aggregate of:
 - (i) the most recent Central Bank Rate for a day which is no more than three RFR Banking Days before that RFR Banking Day; and
 - (ii) the applicable Central Bank Rate Adjustment,

rounded, in either case, to four decimal places.

“Lookback Period” means five (5) RFR Banking Days or as otherwise specified in the Facility Letter (if applicable).

“Observation Period” relating to an Interest Period for a Compounded Rate Loan is the period from and including the day falling the applicable Lookback Period prior to the first day of that Interest Period and ending on, but excluding, the day falling the applicable Lookback Period prior to the last day of that Interest Period.

“Observation Period CCRR” for the Observation Period relating to any Interest Period for a Compounded Rate Loan is the percentage rate per annum calculated as set out below, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards, provided that if no Floor Rate is specified in respect of the Loan, Observation Period CCRR will be deemed equal to zero whenever the calculation set out below would otherwise produce a negative number:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\text{DailyRate}_i \times n_i}{\text{dcc}} \right) - 1 \right] \times \frac{\text{dcc}}{d}$$

where:

“ d_0 ” means the number of RFR Banking Days in the Observation Period;

“ i ” means a series of whole numbers from one to d_0 , each representing the relevant RFR Banking Day in chronological order in the Observation Period;

“**DailyRate_i**” means for any RFR Banking Day “ i ” in the Observation Period, the Daily Rate for that RFR Banking Day “ i ”;

“ n_i ” means, for any RFR Banking Day “ i ”, the number of calendar days from, and including, that RFR Banking Day “ i ” up to, but excluding, the following RFR Banking Day;

“**dcc**” means 360 or, in any case where market practice in the relevant market is to use a different number for quoting the number of days in a year, that number; and

“**d**” means the number of calendar days in that Observation Period.

“**RFR Banking Day**” means any day other than:

- (a) a Saturday or Sunday; and
- (b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities.

Schedule 2

Terms and Conditions applicable to Compounded Rate Loans for SORA

“Benchmark Administrator” means MAS (or any other person which takes over the administration of SORA).

“Benchmark Discontinuation Event” means:

- (a) SORA is not published for five or more consecutive RFR Banking Days; or
- (b) the MAS issues a public statement that includes one or more of the following:
 - (i) the MAS has ceased or will cease to publish SORA permanently or indefinitely; or
 - (ii) the Benchmark Administrator has ceased to provide SORA permanently or indefinitely.

“Compounded Reference Rate” means, in relation to any Interest Period of a Compounded Rate Loan, the percentage rate per annum which is the Compounded Daily SORA for that Interest Period.

“Compounded Daily SORA” means, with respect to an Interest Period, the rate of return of a daily compound interest investment in the Observation Period corresponding to such Interest Period (with the reference rate for the calculation of interest being the Daily SORA) calculated in accordance with the formula set forth below by the Bank, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards, provided that if no Floor Rate is specified in respect of the Loan, Compounded Daily SORA will be deemed equal to zero whenever the calculation set out below would otherwise produce a negative number:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\text{DailyRate}_i \times n_i}{\text{dcc}} \right) - 1 \right] \times \frac{\text{dcc}}{d}$$

where:

“d” is the number of calendar days in the Observation Period;

“d₀” is the number of RFR Banking Days in the Observation Period;

“i” means a series of whole numbers from one to d₀, each representing the relevant RFR Banking Day in chronological order in the Observation Period;

“DailyRate_i” means for any RFR Banking Day “i” in the Observation Period, the Daily SORA for that RFR Banking Day “i”;

“n_i” is, for any RFR Banking Day “i”, the number of calendar days from, and including, that RFR Banking Day “i” up to, but excluding, the following RFR Banking Day.

“Lookback Period” means five RFR Banking Days or as otherwise specified in the Facility Letter (if applicable);

“Observation Period” means, for the relevant Interest Period, the period from, and including, the date falling on the applicable Lookback Period prior to the first day of such Interest Period and ending on, but excluding, the date falling on the applicable Lookback Period prior to the last day of such Interest Period.

“dcc” is 365 or, in any case where market practice in the relevant market is to use a different number for quoting the number of days in a year, that number,

and if a Benchmark Discontinuation Event has occurred and is continuing the applicable Compounded Daily SORA shall be replaced with:

- (a) the replacement reference rate recommended by the MAS (or any successor Benchmark Administrator) and/or a working group or committee sponsored or chaired by, or constituted at the request of the MAS;
- (b) if paragraph (a) above applies but no such replacement reference rate is available, a replacement reference rate selected by us, and agreed to by you, taking into account such market conventions and regulatory guidance as may be relevant to the selection of a replacement reference rate in connection with such events; or

- (c) if paragraph (b) above applies but no such replacement reference is available for an RFR Banking Day during an Interest Period for a Loan, the Bank's Cost of Funds shall apply to that Loan for that Interest Period. The Bank shall notify the Borrower of its Cost of Funds as soon as possible. The Bank shall not be required to reveal how its Cost of Funds is determined.

"Daily SORA" for any RFR Banking Day is:

- (a) SORA for that RFR Banking Day, as published on the Statistics page of the MAS website, <http://www.mas.gov.sg>, or any successor website officially designated by MAS (or as published by its authorised distributors), rounded to four decimal places; or
- (b) if SORA is not published for at least one, but no more than four consecutive RFR Banking Days, the last available published SORA.

"MAS" means the Monetary Authority of Singapore.

"RFR Banking Day" means a day other than a Saturday, Sunday, public holiday or bank holiday in Singapore.

Schedule 3

Terms and Conditions applicable to Term Rate Loans for SOFR

“Historic Term SOFR” means, in relation to any Term Rate Loan, the most recent Term SOFR for a period equal in length to the Interest Period of that Loan and which is as of a US Government Securities Business Day which is no more than three US Government Securities Business Days before the Quotation Day.

“Interpolated Historic Term SOFR” means, in relation to any Term Rate Loan, the rate (rounded to the same number of decimal places as the Term SOFR) which results from interpolating on a linear basis between:

- (a) either:
 - (i) the most recent Term SOFR (as of a day which is not more than three US Government Securities Business Days before the Quotation Day) for the longest period (for which Term SOFR is available) which is less than the Interest Period of that Loan; or
 - (ii) if no such Term SOFR is available for a period which is less than the Interest Period of that Loan, the most recent Overnight SOFR for a day which is not more than three US Government Securities Business Days before the Quotation Day; and
- (b) the most recent Term SOFR (as of a day which is not more than three US Government Securities Business Days before the Quotation Day) for the shortest period (for which Term SOFR is available) which exceeds the Interest Period of that Loan.

“Interpolated Term SOFR” means, in relation to any Term Rate Loan, the rate (rounded to the same number of decimal places as Term SOFR) which results from interpolating on a linear basis between:

- (a) either:
 - (i) Term SOFR (as of the Specified Time) for the longest period (for which Term SOFR is available) which is less than the Interest Period of that Loan; or
 - (ii) if no such Term SOFR is available for a period which is less than the Interest Period of that Loan, Overnight SOFR for the day that is two US Government Securities Business Days before the Quotation Day; and
- (b) Term SOFR (as of the Specified Time) for the shortest period (for which Term SOFR is available) which exceeds the Interest Period of that Loan.

“Overnight SOFR” means the secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published (before any correction, recalculation or republication by the administrator) by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).

“Specified Time” means on the Quotation Day prior to 5:00pm New York time.

“Term Reference Rate” means, in relation to any Term Rate Loan:

- (a) Term SOFR as of the Specified Time and for a period equal in length to the Interest Period of that Loan; or
- (b) as otherwise determined pursuant to paragraph 1 (Unavailability of Term SOFR) below.

Unavailability of Term SOFR

- (a) Interpolated Term SOFR: If Term SOFR is not available for the Interest Period of the relevant Loan, the Term Reference Rate for such Interest Period shall be Interpolated Term SOFR for a period equal in length to the Interest Period of that Loan.
- (b) Historic Term SOFR: If paragraph (a) above applies but Interpolated Term SOFR is not available for the Interest Period of the relevant Loan, the Term Reference Rate for such Interest Period shall be Historic Term SOFR for a period equal in length to the Interest Period of that Loan.
- (c) Interpolated Historic Term SOFR: If paragraph (b) above applies but Historic Term SOFR is not available for the Interest Period of the relevant Loan, the Term Reference Rate for such Interest Period shall be Interpolated Historic Term SOFR for a period equal in length to the Interest Period of that Loan.