

I/We hereby accept the terms and conditions contained herein.

Authorised Signature(s) of the Borrower

Date

RHB BANK BERHAD (“THE BANK”)

Standard Terms and Conditions Related To Credit Facilities Granted To Individuals

1 CREDIT FACILITIES

- 1.1 The tenure of the Credit Facilities (where applicable) and the Interest Rate commencement date shall commence from the date of the first disbursement of the respective Credit Facilities or from the date falling 3 months from the date of the Letter of Offer whichever is the earlier or at such date as may be specified by the Bank.
- 1.2 The respective Credit Facilities shall only be used solely for the purpose specified in the Letter of Offer and or the Standard Terms and Conditions herein (where applicable) unless otherwise agreed by the Bank in writing.
- 1.3 Disbursements of the Credit Facilities shall be deemed to have been advanced or paid on the date of the Bank's cheque or cashier's order thereof, or the date on which the Credit Facilities are transferred/credited into the Borrowers' account with the Bank or such other account as may be directed or authorised by the Borrower or the Borrower's solicitors or the date on which the Borrower first uses or activates the Credit Facilities or when the Credit Facilities is otherwise availed to the Borrower as the case may be.
- 1.4 All fees and or any other charges pertaining to the Credit Facilities shall be borne by the Borrower and deducted from the Borrower's account or the Credit Facilities.

2 INTEREST RATE (S)/CREDIT CHARGES/OTHER CHARGES

INTEREST

- 2.1 The Borrower shall pay interest on all moneys due and payable and all moneys outstanding and owing to the Bank in relation to the Credit Facilities and any other charges payable under the letter of offer or hereunder 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 payment of the amount due.
- 2.2 Without prejudice to the generality of the foregoing the interest payable by the Borrower in respect of the Credit Facilities is as specified under the paragraph “INTEREST RATE” on page 1 of the Bank's letter of offer. Interest at the aforesaid rate shall be payable as well after as before any judgment or order of court.
- 2.3 The interest on any principal moneys including capitalised interest shall at the end of each month be capitalised and added for all purposes to the principal sum then owing and thenceforth bear interest as well after as before judgement at the prevailing interest rate and notwithstanding the fact that the relationship of banker-customer between the Bank and the Borrower may have ceased for any reason whatsoever.
- 2.4 Interest on the Credit Facilities denominated in Singapore currency shall be calculated based on a 365 days on a daily or monthly rest basis as the Bank may determine in its absolute discretion.
- 2.5 The interest on the overdraft amount outstanding or the personal or preferred credit outstanding shall be paid monthly subject to a minimum interest charge the amount of which will be determined by the Bank from time to time. Interest is calculated on the daily outstanding balance based on a 365-day year with monthly rests. The Bank reserves the right to debit the said interest from the Borrower's Credit Facilities with the Bank.
- 2.6 The Bank shall be entitled to vary the basis of calculation of interest payable for the respective Credit Facilities at its sole discretion from time to time without prior notice.
- 2.7 In relation to any Personal Credit Facility granted, the Borrower shall pay the minimum monthly payment required or the interest due on the outstanding debit balance whichever is higher. The minimum payment is to be paid within 25 days from the last day of the preceding month.
- 2.8 The Bank may pay interest on any credit balances reflected in the Borrower's preferred credit account at the Bank's prevailing interest rate for preferred credit account calculated on end of day credit balances in the account.

VARIATION OF INTEREST RATE

- 2.9 The Bank shall be entitled at its absolute discretion without any notice being given at any time and from time to time to vary the Bank's Prime Lending Rate (PLR), the Bank's Board Rate for Term Loan, the Board Rate for Renovation Loan or any other Board Rate as may be determinable by the Bank.
- 2.10 The Certificate of the Bank certifying its Prime Lending Rate, its Board Rate or any other rate shall be conclusive and shall be accepted by the Borrower, the Guarantor(s) or any other party as conclusive evidence of the rates therein in any court of law and elsewhere.
- 2.11 The Bank shall be entitled at its absolute discretion at any time from time to time to vary the margin of interest imposed either above or below the Bank's PLR or the Board Rate by serving a notice in writing on the Borrower and such notice shall be deemed to have been sufficiently served on the Borrower if sent by ordinary mail to the Borrower's last known place of residence or to the address stated in the letter of offer despite any evidence to show that the Borrower did not receive the notice.
- 2.12 Provided always that the effective date of change of the margin of interest shall be the date specified in the notice. Notwithstanding anything herein contained, any failure or delay on the part of the Bank to give notice in accordance with the provision herein shall not absolve the Borrower from his obligation to pay the interest at the rate of interest determined by the Bank.

3 INTEREST ON EXCESS AMOUNT/DEFAULT RATE

- 3.1 Additional interest is payable on any overdue instalment at the rate of 5.0% above the PLR per annum or 3.0% above the prescribed rate per annum or at any other rate whichever is the higher on the instalment amount in arrears calculated from the due date until the date of payment of the amount.
- 3.2 In addition and without prejudice to the rights and remedies of the Bank herein and to the Events of Default, the Bank shall be entitled to charge interest at the overdue rate of 5% above the Bank's PLR per annum or 3% above the prescribed rate per annum or at any other rate (whichever is the higher) on the full amount outstanding under any Credit Facilities upon the Bank recalling any Credit Facilities or upon an Event of Default occurring from the due date until the date of payment of the amount thereof by the Borrower.
- 3.3 The Bank will not permit any excess/temporary overdrawn over and above the limit approved in the letter of offer. However in the event that excess is created in the Borrower's account due to for example interest accumulation, the Bank shall have the right to impose at the Bank's discretion additional interest at 5% above the PLR per annum or at any other rate on the amount in excess of the limit until the date of normalisation.
- 3.4 Notwithstanding the above the Bank shall be entitled at its absolute discretion at any time and from time to time without further notice to the Borrower vary the rate of the additional interest.
- 3.5 The rate as well as the basis of calculation of interest payable for the respective Credit Facilities shall be subject to the Bank's determination and revision at its sole discretion from time to time without prior notice.

4 REPAYMENTTERM LOAN/RENOVATION LOAN/FURNISHING LOAN/OTHER SHORT TERM LOANS ('hereinafter referred to as Loan)

- 4.1 The Borrower is to repay the Loan in monthly instalments in accordance with instalment plan approved by the Bank.
- 4.2 The first monthly instalment shall commence on the last day of the calendar month next following the first or full disbursement of the Loan including cases where the Loan is released progressively and subsequent monthly instalments to be paid on the last day of each calendar month.
- 4.3 Before the commencement of the instalment amount, interest on the actual amount drawn down is payable on the last day of the month of drawdown.
- 4.4 The monthly instalments and interest payable shall be debited from the Borrower's current or savings accounts or any other account with the Bank. The Borrower shall ensure that the current or savings account or such other account opened in relation to the Credit Facilities has sufficient funds before the due date to meet the deduction.
- 4.5 Notwithstanding the above, if and whenever the rate of interest payable by the Borrower on the Loan is varied, the Bank may at its absolute discretion make the necessary adjustment consequent upon such variation either by varying the amount of any instalment or by varying the number of instalments.
- 4.6 No part of any instalment to be paid by the Borrower or any other payments which the Borrower may make to the Bank shall be deemed to be a repayment of principal until all interest due or deemed to be due to the Bank have been paid.

OVERDRAFT/PERSONAL CREDIT/ PREFERRED CREDIT

- 4.7 The overdraft facility, the personal credit and or the preferred credit are subject to periodic review and all outstanding amounts are repayable on demand notwithstanding anything contained herein or in the letter of offer.

4.8 The overdraft facility, the personal credit and the preferred credit must be operated within the approved limit at all times.

5 PREPAYMENT

5.1. The Borrower may prepay the Credit Facilities or any part thereof at any time and on such terms and conditions subject to such prepayment fee as the Bank shall impose from time to time.

5.2. The Bank is entitled to apply all partial prepayments towards the repayments of the Loan instalments in the inverse order of their maturity or toward repayments of the outstanding principal amount of the Loan. The Bank shall then be entitled to either vary the amount of any instalments or vary the number of instalments consequent upon such prepayment.

5.3. Where a part of the Credit Facilities is prepaid, such prepayment shall be in the sum of not less than S\$1,000 and in multiples of S\$1,000 or such other amount as may be approved by the Bank from time to time.

5.4. Except for the overdraft facility, the personal credit and the preferred credit, all amounts prepaid shall not be available for redrawing.

6 CANCELLATION OF CREDIT FACILITIES

6.1 A cancellation fee may be imposed by the Bank on the Credit Facilities cancelled or deemed cancelled by the Borrower and shall be charged if the Credit Facilities or any part of the Credit Facilities are cancelled or deemed cancelled after the acceptance of the Letter of Offer.

6.2 The Credit Facilities or any part thereof shall be deemed cancelled by the Borrower if:

6.2.1 The Borrower by written notice to the Bank elects to cancel the Credit Facilities or any part thereof; and

6.2.2 The Credit Facilities or any part thereof are not disbursed and or utilised and or availed as the case may be within the availability period stipulated by the Bank. In which event the undisbursed portion of the Credit Facilities shall be deemed cancelled.

7. CONDITIONS PRECEDENT

7.1 The Credit Facilities will be made available for the Borrower's utilisation upon the fulfilment of the following conditions precedent: -

7.1.1 The Bank shall have received the Borrower's acceptance of the letter of offer within the period specified in the letter of offer;

7.1.2 All documents which are required herein and or in the Letter of offer or such other documents as may be required by the Bank and/or its solicitors shall have been executed by the relevant parties within 1 month of the Borrower's acceptance of the letter of offer or within such other period or extended period as may be agreed by the Bank;

7.1.3 The Borrower shall have paid all legal costs, expenses, fees or charges payable or agreed to be paid by the Borrower to the Bank for or in connection with the Credit Facilities;

7.1.4 No Event of Default as defined herein (or no event which with the giving of notice or lapse of time or both would constitute an Event of Default) shall have occurred or be continuing;

7.1.5 No extraordinary circumstances or change of law or other governmental action shall have occurred which makes it improbable that the Borrower will be able to observe or perform the covenants and obligations herein;

7.1.6 The Bank or its solicitors shall have conducted the relevant searches on the Borrower at the appropriate registries and the results thereof are satisfactory to the Bank and its solicitors;

7.1.7 The Bank being satisfied that all such other conditions precedent which the Bank may stipulate, whether in these Standard Terms and Conditions and the letter of offer or elsewhere, have been complied with;

7.1.8 In the case where guarantee(s) is/are required by the Bank, the utilisation of the Credit Facilities shall also be subject to the fulfilment of the following additional conditions precedent: -

(i) The guarantee(s) shall have been duly executed, stamped (if required) and sealed (if required) and delivered to the Bank; and

(ii) The Bank's solicitors shall have conducted the relevant searches on the Guarantor (s) at the appropriate registries and the results thereof are satisfactory to the Bank and its solicitors.

8. REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

8.1 The Guarantor for themselves and for each other and the Borrower warrant declare and represent that:

- 8.1.1 there are no litigation, arbitration or other proceedings or claims pending or threatened against the Borrower, and or the Guarantor or any of the Borrower's or their assets;
- 8.1.2 there are no bankruptcy petitions, proceedings or orders made against the Borrower and or the Guarantor;
- 8.1.3 the Borrower or the Guarantor are not in any event unable to pay his or their debts respectively or are insolvent within the meaning of the Bankruptcy Act;
- 8.1.4 the Borrower or the Guarantor have not entered into any statutory or other arrangement (voluntary or otherwise) or composition for the benefit of creditors generally;

9 RIGHT OF DEBIT

In addition to and without prejudice to any other rights that the Bank may have, the Bank shall have the right to (but shall not be obligated to) at any time without prior notice to debit the Borrowers' current, savings or other account or to debit the balance of the overdraft facility (if any) or the personal or the preferred credit facility with all accrued interests, loan instalments of principal and interest, bank charges, facility or other fees, insurance premiums, all costs and expenses including legal fees and all other moneys due on the Credit Facilities provided no such debiting shall be deemed to be a payment of the amount due (except to the extent of any amount in credit in the Borrower's current account) or a waiver of any event of default hereunder, under the letter of offer, any agreement relating to the Credit Facilities or any security documents.

10. INSURANCE

- 10.1 The Bank may at its absolute discretion without any obligation thereto, arrange for personal accident covering the total/partial and permanent disabilities ('the Policy') for the duration of the Loan on such terms and for such amounts and with such insurer as the Bank may from time to time deem fit.
- 10.2 A summary of the Policy, which is governed by the master terms and conditions of the insurer, will be provided to the Borrower for information only. The summary does not constitute or form part of the terms and conditions pertaining to the Letter of Offer.
- 10.3 The Bank will pay the Premiums on the Policy in the event that the Bank arranges for insurance cover. Notwithstanding anything to the contrary, the Bank reserves the right at any time from time to time to withdraw the Policy without being required to give a reason thereto.
- 10.4 The Bank reserves the right to request the Borrower to undergo a medical examination by a registered Medical Practitioner appointed by the insurer under the Policy and in the case of death, call for an autopsy (where it is not forbidden by law) and charge the Borrower for any costs incurred.

11. ILLEGALITY

If the Bank determines that the introduction or variation of any law, regulation of official directive (whether or not having force of law) or any change in the interpretation or application thereof makes it unlawful for the Bank to maintain, fund or give effect to its obligations hereunder, the Bank shall forthwith give notice of such determination to the Borrower whereupon the Credit Facilities to such extent shall be cancelled and the Borrower will forthwith upon notice from the Bank repay all moneys outstanding under the Credit Facilities together with interest thereon and all other moneys agreed to be paid by the Borrower hereunder.

12 MARKET DISRUPTION

- 12.1 If, in the opinion of the Bank, there has, since the date of this letter of offer, been a change in national or international monetary, financial, economic or political conditions or currency exchange rates or exchange control which would render the Credit Facilities temporarily or permanently commercially impracticable or impossible, the Bank shall notify the Borrower thereof, and
- 12.2 Whilst such circumstances exist, no utilisation of the Credit Facilities will be allowed;
- 12.3 The Bank shall negotiate in good faith for an alternative basis acceptable to the Bank for continuing the Credit Facilities; and
- 12.4 Unless within thirty (30) days after the giving of such notice such circumstances cease to exist or an alternative basis acceptable to the Bank is arrived at, the Credit Facilities shall be cancelled and all sums owing by the Borrower shall immediately become due and payable.

13 APPLICATION OF MONIES

If any sum(s) paid or recovered in respect of the Borrower's liabilities in respect of the Credit Facilities granted herein is less than the sum owing, the Bank shall have the right to (but shall not be obliged to) apply that sum to the principal, interest, fees, charges, expenses in such order and proportions and in such manner as the Bank deems fit or to credit the same or part thereof to a suspense account if the Bank deems fit.

14 SETOFF

In addition to any other rights that the Bank may have, the Bank shall be entitled (but shall not be obligated) at any time and without notice to the Borrower to combine, consolidate or merge all or any of the Borrower's accounts and liabilities with and to the Bank, whether in or outside Singapore, whether singly or jointly or jointly with any other person and to transfer or set off any moneys and credit in such accounts in or towards satisfaction of any of the Borrower's liabilities whether in or outside Singapore, whether as principal or surety, whether actual or contingent, primary or collateral, singly or jointly with any other person, and to affect any necessary currency conversion at the Bank's own rate of exchange then prevailing.

15 COSTS EXPENSES AND FEES

15.1 All costs and expenses, legal or otherwise, connected with the provision protection and realisation of security, and the processing implementation and recovery of moneys owing under the Credit Facilities as well as the contesting of and involvement in any legal proceedings of whatsoever nature by the Bank for the protection of or in connection with any of the Borrower's accounts or assets shall be payable by the Borrower on demand, on a full indemnity basis together with interest from the date the costs and expenses are incurred to the date of full payment at such rate as the Bank may prescribe.

15.2 Where the Borrower is in default of payment of insurance premiums, legal or inspection or valuation fees, stamp duty or other out of pocket expenses of any kind whatsoever, the Bank may at its discretion (but shall not be obligated to) where applicable, meet such expenses, and shall have the right to charge interest on all such amounts due and unpaid or expended on the Borrower's behalf at such rate as the Bank shall from time to time determine,

16 WAIVER

16.1 The Bank may at its absolute discretion waive either unconditionally or on such terms and conditions as it may deem fit any breach by the Borrower of any of the terms and conditions contained herein and in the letter of offer or grant such indulgences as may be agreed provided that such waiver or forbearance shall not prejudice or affect the rights, powers or remedies of the Bank at any time afterwards to act strictly in accordance with the originally agreed terms and conditions and shall not prejudice the rights of the Bank in respect of any other existing or subsequent breach of any of the terms and conditions aforesaid.

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

17 EVENTS OF DEFAULT

17.1 Each of the following shall constitute an event of default ("Event of Default"):

17.1.1 If the Borrower or any Guarantor fails to pay the Bank any part of the Credit Facilities (including interest and any other sum due) on demand or on the due date(s) thereof,

17.1.2 If the Borrower fail to pay any of the instalments of the Loan and/or interest after the same is or are due;

17.1.3 If the Borrower fail to observe or perform any of the terms and conditions herein, or in the letter of offer or under any agreement relating to the Credit Facilities;

17.1.4 If any legal or criminal proceedings of any nature shall be instituted against the Borrower or the Guarantor(s);

17.1.5 If the overdraft, personal or preferred credit limit is exceeded or if the Borrower fail to service the interest resulting in the limit being exceeded due to the accumulated interest charges or if deposits are not made at least once a month into the Borrower's overdraft, personal credit or preferred credit account;

17.1.6 If the Borrower or the Guarantor(s) default under any other agreement involving the borrowing of money or the granting of advances or credit which gives the holder of the obligations concerned the right to accelerate repayment or withdraw the advance or credit;

17.1.7 If there occurs any event or circumstances arise including changes in the Borrower's financial condition of which, in the opinion of the Bank, would materially and adversely affect the Borrower ability to perform his obligations hereunder;

17.1.8 If a distress or execution or writ of seizure and sale or attachment is levied upon or issued against any of the Borrower's securities or properties;

17.1.9 If a notice or proposal for compulsory acquisition of any mortgaged property or any part thereof shall be issued or made under or by virtue of an Ordinance or Act of Parliament or other statutory provisions;

17.1.10 If the Borrower or any of the Guarantor(s) have a bankruptcy order made against him or a bankruptcy petition being presented against him;

- 17.1.11 If the Borrower or the Guarantor(s) die or becomes insane;
 - 17.1.12 If in the opinion of the Bank any security in favour of the Bank is in jeopardy and notice thereof has been given to the Borrower;
 - 17.1.13 If any warranty, representation, statement of declaration made by the Borrower is in the Bank's opinion untrue or incorrect in any respect whatsoever;
 - 17.1.14 If a confiscation order or charging order or any form of court order or action is levied upon or issued against the security or any of the Borrower's other property or assets under the Drug Trafficking (Confiscation of Benefits) Act (Cap. 84A) or under any other statutes or laws whatsoever from time to time in force;
 - 17.1.15 If the Borrower or the Guarantor(s)/or any other person who has provided security or given any indemnity for the Credit Facilities commits any breach of any of the terms of the guarantee or any other security documents (as the case may be) or if any Event of Default occurs under the guarantee or any of the security documents (as the case may be);
- 17.2 On the occurrence of any Event of Default:
- 17.2.1 the Bank shall cease to be under any further commitment to the Borrower and all outstanding amounts under the Credit Facilities shall become due and payable immediately without demand;
 - 17.2.2 the Borrower shall provide on demand cash over for all contingent liabilities from time to time entered into by the Bank for the Borrower's account or at the Borrower's request;
 - 17.2.3 the Bank may debit the Borrower's account(s) for all such contingent liabilities; and
 - 17.2.4 the Bank shall, in addition to the rights set out herein, be entitled (as equitable chargee) to attach all moneys and liabilities payable to the Bank as aforesaid to any of the Borrower's property (whether real or personal) and to lodge a caveat against any real property that may now or hereafter be registered in the Borrower's name (whether singly or jointly).
 - 17.2.5 the Bank shall in addition to the rights set out herein, be entitled to charge additional interest at the default rate on the whole amount outstanding from the due date until the date of payment.

18 DISCLOSURE

- 18.1 The Borrower hereby irrevocably consent to the Bank and any officer of the Bank to disclose give divulge or reveal, in any manner howsoever, any customer information or any other information whatsoever relating to the Borrower and or the Guarantor as the Bank shall consider appropriate (including without limitation, details of the property, particulars relating to the credit facilities, particulars of all proposed occupiers of the property and the purchase price of the property) to any person to whom disclosure is permitted or required by any statutory provision or law or to any other person wherever situate for any purpose whatsoever and it is hereby agreed that the Bank and any officer of the Bank may disclose the information to the fullest extent permitted by any statutory provision or law and, without prejudice to the foregoing, for purposes in connection with any enforcement or assignment of or any funding or operational arrangement concerning any rights and benefits of the Bank hereunder or in relation to the Credit Facilities.
- 18.2 Without prejudice to the foregoing clause, the Borrower and the Guarantor consent to such disclosure to any credit bureau or any other organisation or corporation set up for the purpose of collecting and providing information relating to the credit standing of persons, and to the disclosure by such credit bureau or other organisation or corporation to any member thereof, for the purposes of assessing the Borrower or the Guarantor's credit worthiness or for any purpose whatsoever.
- 18.3 The rights conferred on the Bank herein shall be in addition to and shall not be in any way prejudiced or affected by any other agreement, express or implied, between the Borrower, the Guarantor and the Bank in relation to any information referred to herein nor shall such other agreement be in any way prejudiced or affected by any provision herein. This consent and the provision shall survive the termination of any or all of the Borrower's accounts or facilities with the Bank and or the termination of any relationship between the Borrower and the Guarantor and the Bank for any reason whatsoever.

19 CONCLUSIVE EVIDENCE OF OUTSTANDING AMOUNT

- 19.1 Any statement signed by an officer of the Bank as to the interest rate or any money or liability for the time being due or owing or incurred to the Bank from the Borrower may be adduced by the Bank and shall in such a case be accepted by the Borrower as conclusive evidence that the balance or amount thereby appearing is due or owing to the Bank from the Borrower in any court of law and elsewhere.
- 19.2 Without prejudice to clause 19.1 herein, the Bank will send to the Borrower a preferred credit statement of account monthly. If the Bank does not receive any written objection from the Borrower within 14 days from the date of the statement, at the end of the said 14 days the statement of account shall be conclusive evidence without further proof against the Borrower that the account and entries and balance and interest as shown in the statement of accounts are true and correct and that the Borrower shall be deemed to have accepted the entire contents of such statement as true and correct.

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

20 GOODS AND SERVICES TAX

The Borrower shall pay the goods and services tax ("GST") required to be paid on or in respect of any sums payable to or by the Borrower. In the event that the Bank is obliged by law to pay the GST, the same shall be borne solely by the Borrower. The Bank reserves the right at any time without prior notice to debit any of the Borrower's account for the GST.

21 SEVERANCE

If any of the terms herein shall be void or illegal or unenforceable then the same be deemed to have been severed from the other terms with such consequential amendments, if necessary and the other terms shall otherwise remain in full force and effect.

22 GOVERNING LAW

The letter of offer and the provisions herein shall be construed in accordance with the laws of the Republic of Singapore, and the Borrower hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore, but such submission shall not be construed so as to limit the right of the Bank to commence proceedings in the courts of any other country.

23 DEEMED SERVICE/NOTICE

23.1 The Borrower shall notify the Bank immediately of any change of address. The Borrower's address will be treated as the latest residential address registered with the Bank unless otherwise specified in writing.

23.2 All bank statements of accounts, notices or communications sent by post to or left at the Borrower's last known address shall be deemed to have been duly delivered to and received by the Borrower within two days from the date the same was posted inclusive of the day in which it was posted despite any evidence to the contrary. A written statement by an officer of the Bank confirming the posting of any bank statement of accounts or any other notice or communication whatsoever from the Bank shall be binding and conclusive evidence of the fact as against the Borrower and/or the Borrower's estate and/or successors in title notwithstanding any evidence to the contrary.

23.3 In the case of the death of the Borrower and until the Bank receives notice in writing of the grant of probate or letters of administration of the Borrower's estate, any notice or demand by the Bank sent by post as aforesaid addressed to the Borrower or the Borrower's personal representative at the Borrower's last known address shall for all purposes hereunder be deemed a sufficient notice or demand by the Bank to the Borrower and/or the Borrower's personal representatives and shall be effectual as if the Borrower was still living.

23.4 The Borrower irrevocably consent to service of process out of any court whether or not personal service is required or otherwise by the same being left at the Borrower's last known addresses (or sent by registered letter to any such addresses) and in the last mentioned case the service shall be deemed to be made despite any evidence to the contrary within two days from the date the letter was sent inclusive of the day in which it was sent.

24 INCONSISTENCIES

If there is any conflict between the terms and conditions herein and those in the letter of offer the terms and conditions in the letter of offer shall prevail.

25 CURRENCY INDEMNITY

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

26 AVAILABILITY OF FUNDS/REVIEW

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

27 RIGHTS TO VARY

27.1 The Bank shall have the absolute discretion to vary, modify and supplement this Standard Terms ('the variations') and the variations shall be deemed to be part of this Standard Terms and be binding upon the Borrower and the Guarantor. The variations shall take effect from the date stated in the Bank's notice to the Borrower. The Bank may in its absolute discretion notify the Borrower of the variations via:

27.1.1 Statement(s) of account sent to the Borrower;

27.1.2 Notices and displays at the Bank's branches;

27.1.3 Letter;

27.1.4 Publications and notices in any newspaper; or

27.1.5 Any such other means of communication as the Bank may determine in its absolute discretion.

27.2 If the Borrower and or the Guarantor do not accept the variations, the Borrower and or the Guarantor shall forthwith repay the Bank all monies owing under the Credit facilities or hereunder. Where the Borrower continues to use the Credit Facilities or if the Credit Facilities remains outstanding after such notification, the Borrower and or the Guarantor shall be deemed to have agreed with and accepted the variations.

28 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001

A person who is not a party to the agreement constituted by the letter of offer and the terms and conditions herein shall have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

29 DEFINITION

When used herein:

"Bank" means RHB Bank Berhad, Singapore branch and shall be construed to include its successors, transferee and assigns from time to time.

"Borrower" means the person to whom the Credit Facilities have been granted and includes his personal representatives, the successors and assigns of the Borrower. Where two or more persons constitute the expression "the Borrower" all covenants, agreements, undertakings, terms, stipulations and other provisions in the letter of offer or the Facility Letter and these Standard Terms and Conditions shall be deemed to be made by and be binding on the Borrowers jointly and severally.

"Credit Facilities" and or "Banking Facilities" means the credit and or the banking facilities granted to the Borrower as evidenced in the letter of offer or the Facility Letter.

Any reference to "letter of offer" or "Facility Letter" means the letter of offer from the Bank to the Borrower and attached to this Annexure and includes any supplemental letter or letters amending supplementing varying or superseding the said letter of offer or the Facility Letter or the terms and conditions contained herein.

"Guarantor" means the person or corporation/company who has given a guarantee to the Bank to secure the Credit and or the Banking Facilities and includes his personal representatives, successors and assigns.

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

Paragraph headings are for ease of reference only.