CONSENT FOR CREDIT CHECKS

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

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

(a) OCBC is authorised and permitted to conduct credit checks on me/the Applicant (including but not limited to checks with any credit bureau recognized as such by the Monetary Authority of Singapore) and to obtain and verify and/or disclose or release any information relating to me, the Applicant, the Application, the Facilities and/or any of my/the Applicant’s accounts with the Bank from or to Monetary Authority of Singapore, SPRING Singapore and any professional advisers or any other party or source as the Bank may from time to time deem fit at the Bank’s own discretion and without any liability or notice to me/the Applicant;

(b) that OCBC and OCBC’s officers are expressly and irrevocably authorised to make enquiries on me/the Applicant with any authority (including but not limited to the Credit Bureau Singapore), customers, suppliers or any other person and verify any information given to OCBC with any person/authority (including but not limited to Credit Bureau Singapore) without prior reference to me/the Applicant in order to verify any information given to OCBC and to make and credit and other assessments;

(c) that OCBC and OCBC’s officers are expressly and irrevocably permitted and authorised to disclose, reveal and divulge any and all information and particulars relating to and in connection with the Application, me, the Applicant, my/the Applicant’s accounts with OCBC and/or the Facilities at any time to any party as OCBC may deem fit, including but not limited to any of the Applicant’s sureties, any person or entity who is jointly or jointly and severally liable or indebted to OCBC with me/the Applicant, relevant insurers who require information or documents to assess, effect or process my/the Applicant’s applications, OCBC’s branch, subsidiaries, agencies or representatives offices, any governmental agencies and authorities in Singapore or elsewhere, any such persons that may have entered into contractual relations with OCBC, contractors, third party service providers, any of OCBC’s potential assignees or transferees and the Credit Bureau Singapore. For the avoidance of doubt (but without prejudice to such other rights OCBC may have) if I/the Applicant were referred to OCBC by a third party (including, without limitation a loan broker/introducer/dealer/consultant/agent) (each a “Referrer”), I/the Applicant hereby authorise and consent to OCBC and OCBC’s officers disclosing any information and particulars relating to and in connection with the Facilities and/or the Application (including without limitation, my/the Applicant’s personal data, the outcome of the Application and the loan quantum granted or to be granted by OCBC to me/the Applicant pursuant to the Facilities) at any time to such Referrer(s) for purposes reasonably necessary for the processing of the referral, loan handling and payments in connection therewith;

(d) OCBC has the right not to give an approval on credit facilities the Applicant has expressed an intent to apply for. In the event the Applicant’s Application is not approved, OCBC is not under any obligation whatsoever to render me/us/the Applicant any reason or explanation;

(e) that all information or documents submitted or to be submitted to OCBC are true and accurate in all respects and I/the Applicant have not withheld any information or document which may be material in all respects. I/the Applicant further acknowledge and undertake that OCBC is authorised to use all information and documents that I/the Applicant have provided when assessing any application made by the Applicant to OCBC for any credit/banking facilities and OCBC is authorised to assume the authenticity and updatedness of the information and document given by me/the Applicant when using the information or document submitted by me/the Applicant to OCBC and OCBC is not obliged to independently verify any such information or document and it is my/the Applicant’s obligations to update OCBC in the event there is any change to the information or document or if there is any inaccuracy to the information or document provided by me/my/the Applicant to OCBC;

(f) that if any particulars or other information given by me/my/the Applicant becomes inaccurate or misleading or changes in any way whatsoever, I/the Applicant shall promptly notify OCBC in writing of such changes and submit documentary proof to OCBC. Without prejudice to such other rights OCBC may have, OCBC has the absolute discretion to reject any Application, terminate any Facilities already granted or take such action as it deems necessary if any information given to OCBC by me/my/the Applicant is found to be inaccurate or misleading;

(g) that I/the Applicant shall supply any information and documentary proof as OCBC may require from time to time and such information and documents shall thereby become and remain property of OCBC;

(h) that I/the Applicant will execute all documents and instruments (including any guarantee and security documents) and do all acts and things as may be required by OCBC from time to time;

(i) that I/the Applicant am/is not bankrupt and/or insolvent and no statutory demand, winding up proceedings or bankruptcy proceedings or other proceedings of similar effect have been served on or commenced against me/the Applicant and no steps have or are being taken to appoint a receiver or judicial manager in respect of me/the Applicant and/or my/the Applicant’s assets;

(j) that any funds and assets I/the Applicant place(s) or to be placed with OCBC, and any profits that they generate, will comply with the tax laws of the counties where I/the Applicant live(s) or of which I/the Applicant am/is citizen(s) (or, where applicable, of which I/the Applicant was established, set up or incorporated) or which I/the Applicant am/is otherwise subject to;

(k) that I/the Applicant will pay all fees, expenses and charges (collectively, the “Fees”) in connection with the Application and/or the Facilities and/or OCBC processing and/or granting the Facilities and agree(s) that such Fees are not refundable in whatsoever circumstances; and

(l) (i) where personal data relating to me/my/the Applicant is or will be collected (including by way of recorded voice calls), used or disclosed by OCBC, its related corporations (collectively, the “OCBC Group”) and/or their respective business partners and agents (collectively, the “OCBC Representatives”) that I/the Applicant confirm that with respect to any personal data of individuals (the “Individuals”) disclosed to the OCBC Group and/or OCBC’s Representatives, the Individuals to whom the personal data relates have agreed and consented to the terms of OCBC’s Data Protection Policy, available at www.ocbc.com/business-policies or upon request; and

(ii) where personal data relating to any of the Individuals (as defined herein) is or will be collected (including by way of recorded voice calls), used or disclosed by the OCBC Group and/or the OCBC Representatives) that I/the Applicant confirm that with respect to any personal data of individuals (the “Individuals”) disclosed to the OCBC Group and/or OCBC’s Representatives, the Individuals to whom the personal data relates have agreed and consented to the terms of OCBC’s Data Protection Policy, accessible at www.ocbc.com/business-policies or available upon request.
Important

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

(a) For each party acting as a guarantor, such party is accepting and agreeing to be bound by the terms, making the above declarations and providing the relevant consents for and on behalf of himself/herself as Guarantor.

(b) If the Applicant is an/are individual(s), such individual(s) is accepting and agreeing to be bound by the terms, making the above declarations and providing the relevant consents for and on behalf of himself/herself;

(c) If the Applicant is a sole proprietorship, the sole proprietor is accepting and agreeing to be bound by the terms, making the above declarations and providing the relevant consents and authorisations to OCBC for and on behalf of the Applicant;

(d) If the Applicant is a partnership, each partner is accepting and agreeing to be bound by the terms, making the above declarations and providing the relevant consents and authorisations to OCBC for and on behalf of the Applicant and each partner will also be signing, accepting and agreeing to be bound by the terms, making the above declarations and providing the relevant consents and authorisations to OCBC for and on behalf of himself/herself as a Guarantor.

(e) If the Applicant is a corporation (including, without limitation, a company, a limited liability partnership), each authorised persons will be accepting and agreeing to be bound by the terms, making the above declarations and providing the relevant consents and authorisations to OCBC for and on behalf of himself/herself (as Guarantors) and the Applicant.