

Terms and Conditions for Invoice Financing (Sales) (the “Agreement”)

1. We confirm that the Invoice/s have not been paid by the customers to date, that they have not been assigned to or in favour of any person nor have we agreed to do so. We further confirm that we have not and will not obtain any other financing pertaining to the underlying transaction. We declare that the underlying trade transaction is genuine. Any reference in this Agreement to “we” shall include our successors, permitted assigns and personal representatives.
2. We undertake to indemnify the Bank in full and keep the Bank indemnified in full against all liabilities, losses, damages, costs, expenses, claims and demands which the Bank may suffer, incur or sustain by reason or on account of the Bank granting Invoice Financing to us howsoever, including without limitation, all legal and other costs (on a full indemnity basis), charges and expenses the Bank may incur in connection with the enforcement, or attempted enforcement of the Bank’s rights under or in connection with this Agreement.
3. In addition to any general lien, right of set-off or any other right to which the Bank may be entitled by law or contract, the Bank may at any time at its discretion and without notice to us earmark, set-off, debit or transfer any sum or sums standing to the credit of our account from time to time (including any fixed deposit account, notwithstanding that any deposit on such fixed deposit account has not matured or any of the special conditions applicable to the deposit have not been satisfied) in or towards payment or satisfaction of all or any monies or liabilities (whether actual or contingent) due or owing to the Bank under or in connection with or in respect of the Invoice Financing. Any and all currency conversions shall be at the Bank’s prevailing foreign exchange rate unless otherwise arranged beforehand.
4. We also irrevocably and unconditionally undertake and agree that where any goods and services tax or other taxes levies or charges whatsoever are now or hereafter required imposed or enforced by law (including the Goods and Services Tax Act (Cap 117A)) or required to be paid on or in respect of any monies (including fees payable to the Bank or its agent banks or any fees costs and expenses incurred by the Bank or its agent banks), they shall be borne by or chargeable to us and payable by us to the Bank on demand in addition to all other monies payable to the Bank and the Bank is entitled to debit any of our account with the Bank for payment of the Bank’s commission, expenses, costs (legal or otherwise) and agent charges if any together with such taxes under or in connection with or in respect of this Agreement and the transactions contemplated thereunder.
5. Pursuant to any sanctions now and from time to time imposed by the United States of America, the European Union, the United Nations and/or any other regulatory or supervisory authority or body, the Bank shall not examine, accept, reject, discount or otherwise handle or deal with any documents, shipments, goods, payments and/or transactions in connection therewith that may relate, whether directly or indirectly,

to any sanctioned countries, persons and/or parties. Accordingly, any presentation that may violate any of the aforesaid sanctions and/or applicable laws giving effect to the same may be rejected at the Bank's sole discretion without any liability whatsoever on the Bank's part. Without prejudice to the generality of the foregoing, we accept that all transactions contemplated herein (including, without limitation, the Invoice Financing) are subject to all Applicable Laws (defined herein) and that we shall at all times comply with all Applicable Laws in connection with such transactions and we further represent and warrant that (a) we and the Bank will not be in breach of any Applicable Laws as a result of entering into and/or executing any of the transactions contemplated herein or taking any other action directly or indirectly in connection with such transactions; and (b) we shall comply with all applicable export laws, restrictions, and regulations of any Singapore or foreign agency or authority and will not export or re-export, or allow or authorise the export or re-export of, any commodity, product, technology or other asset(s) pursuant to transaction(s) which form the subject matter of the Invoice Financing and/or any other transaction contemplated herein in violation of any such laws, restrictions or regulations. For the purpose of this Agreement: (i) "Applicable Laws" means, with respect to any person, any and all applicable constitutions, treaties, conventions, statutes, laws, by-laws, regulations, ordinances, codes, rules, rulings, judgments, rules of common law, orders, decrees, awards, injunctions or any form of decisions, determinations or requirements of or made or issued by, governmental, statutory, regulatory, administrative, supervisory or judicial authorities or bodies (including without limitation, any relevant stock exchange or securities council) or any court, arbitrator or tribunal with competent jurisdiction, regardless of jurisdiction, as amended or modified from time to time, and to which such person is subject, including without limitation such of the foregoing as relates to anti-money laundering and counter-financing of terrorism; (ii) words importing persons shall include firms, corporations, partnerships, sole proprietors, consortiums, societies, associations, business units and such other organisations set up solely for business purposes; and (iii) any reference to a statute, statutory provision, law, by-laws, regulation, rule, decree, directive, statutory instrument or order includes a reference to any amendment, modification, consolidation, replacement or re-enactment of it for the time being in force and all statutes, statutory provisions, laws, by-laws, regulations, rules, decrees, directives, statutory instruments or orders made or issued pursuant to it.

6. We irrevocably consent to the disclosure by the Bank, the Bank's officers, agents and overseas branches, in any manner howsoever, of any account information relating to us including but not limited to details of our facilities, the securities taken, our credit balances and deposit with the Bank to
 - i. the Bank's head office, any of the Bank's representatives, documents checking and processing centres and branch offices in any jurisdiction, affiliates,

- ii. any regulatory or supervisory authority including fiscal authority in any jurisdiction,
- iii. any potential assignee of the Bank or any other participant in any of the Bank's rights and/or obligations in relation to our facilities,
- iv. any guarantors, third party pledgors or security providers and the Bank's agents, independent contractors and any of the entities referred to in Clause 6A,
- v. any insurers with whom insurance cover is taken out in connection with our application, and
- vi. any third party for use in connection with the provision of Bank's products or services.

This Clause 6 shall survive the termination of this Agreement.

6A. We agree that the Bank may, from time to time, delegate, subcontract, outsource or otherwise appoint its related corporations (together with the Bank, the "**OCBC Group**") or any independent contractor, agent or other person (including any intermediary or partner bank) wheresoever located which provides any service (including administration, information technology, payment, securities clearance, credit investigation or debt collection service) or product to or on behalf of any member of the OCBC Group (collectively, the "**Third Party**") on such terms as the Bank in its sole and absolute discretion deems fit (including that such members of the OCBC Group or Third Party may further delegate, subcontract, outsource or otherwise appoint any other person) to perform: (i) any of its obligations under this Agreement and/or (ii) various functions or operations in connection with the Bank's business.

- 7. Each of the provisions of this Agreement shall be several and distinct from one another. If any one or more of the provisions contained in this Agreement shall be deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of each of the remaining provisions contained herein shall not in any way be affected, prejudiced or impaired thereby.
- 8. A person who is not a party to the terms herein has no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of the terms and conditions herein.
- 9. This Agreement shall be governed by and construed in accordance with the laws of Singapore. We agree to submit to the non-exclusive jurisdiction of the courts in Singapore in respect of any disputes arising out of or in connection with this Agreement. Without prejudice to the foregoing, we undertake not to commence proceedings or suits against the Bank in the courts of any other jurisdiction. In the event of any proceedings or suits commenced by us against the Bank, we agree that Singapore Courts shall have exclusive jurisdiction in respect of any disputes arising out of or in connection with this Agreement. We agree to waive and do so waive any right vested on us by the laws of the jurisdiction in which we carry on business to challenge the validity or legality of any part of this provision.