

## OCBC BUSINESS CREDIT CARD APPLICATION – DECLARATION & AGREEMENT

### ***Where you are completing this application on behalf of the Applicant and/or as the Card Administrator and/or as the Cardholder (as the case may be):***

By completing this application on behalf of the “Applicant” and/or as the “Card Administrator” and/or as the “Cardholder” (as the case may be), I hereby:

- (a) represent and warrant that:
  - (i) all information provided by me in this application is true and complete, and I undertake to notify OCBC Bank immediately of any change in such information, as well as to provide any information and documents required by OCBC Bank on request;
  - (ii) I meet the eligibility criteria applicable to me, as stated in this application; and
  - (iii) if I am a natural person, I am not an undischarged bankrupt;
- (b) agree to be bound by the terms and conditions of the OCBC Business Credit Card Agreement (the “**BCC Agreement**”) available at: [business credit card agreement](#) . I agree to be bound by the BCC Agreement which shall include any amendments, alterations and additions as may from time to time be made thereto;
- (c) that all declarations and agreements that the Applicant has accepted or agreed to (but not specifically covered herein) in connection with this application, the Card(s) and/or OCBC processing the Applicant’s application for the Card(s) (including, without limitation, all terms, conditions, undertakings, declarations and consents accepted, agreed or given by the Applicant in any other application) shall continue to be binding on the Applicant;
- (d) consent to the collection, use and disclosure of my personal data for the purposes of processing and evaluating this application, and for other applicable purposes as set out in the OCBC Data Protection Policy available at: <https://www.ocbc.com/business-banking/bank-policies>;
- (e) agree and acknowledge that existing or future Velocity User(s) (as defined in the BCC Agreement) may from time to time be able to (i) access and/or receive information relating to any or all of the Cards or Card Accounts or BCC Services; and/or (ii) review, request, verify, make, and/or authorise payment to the Bank on any platform or channel (including without limitation via OCBC Velocity) in connection with the Cards or Card Accounts or BCC Services;
- (f) agree and acknowledge that the Card(s) may only be used upon approval subject to the terms and conditions of the BCC Agreement. References in the BCC Agreement to the “Customer” shall be understood to mean the “Applicant” after OCBC Bank has approved this application;
- (g) acknowledge and confirm that I have read and understand the contents of the Fees & Charges for OCBC Business Credit Card guide, available at: [Fees & Charges for Business Credit Cards](#), which shall include any amendments, alterations and additions as may from time to time be made thereto;
- (h) authorise OCBC Bank to conduct credit checks and verify information given in this application with any party (including, without limitation, with 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) without reference to me or any other person (e.g. any other party to this application);
- (i) irrevocably and unconditionally consent for OCBC Bank to disclose any information whatsoever relating to the Applicant, this application, me or any other party to this application as OCBC Bank may consider appropriate to any person to whom disclosure is permitted or required by any applicable law or to any other person wherever situated for any purpose. Without prejudice to the foregoing, I 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 my credit worthiness or for other purpose whatsoever;
- (j) agree and acknowledge that OCBC Bank has the absolute discretion to decline this application (or any part thereof) without giving any reason and to and all retain documents submitted as property of OCBC Bank;
- (k) agree and consent for OCBC Bank to communicate with me with regard to any promotion relating to the Card(s) by electronic mail, SMS or any other means which OCBC Bank may deem appropriate at my contact details set out in this application or which I (or any of the other signatories) may furnish to OCBC Bank from time to time. I hereby authorise OCBC Bank to accept and act upon all communications or instructions from me and/or any of the other signatories to OCBC Bank via electronic mail or SMS with regard to such promotions. For the avoidance of doubt, OCBC Bank shall not be liable if it acts upon such communications or instructions in good faith;

- (l) agree and acknowledge that the mobile phone number(s) and email address(s) in this application may be used to update (where applicable) any of the records maintained by OCBC Bank in connection with my (or any other signatories') personal accounts with OCBC Bank, including but not limited to my/our personal savings, current and time deposit accounts, credit cards, unit trust/CPF investments/SRS accounts and loans;
- (m) **where I am completing this application on behalf of the "Applicant", I additionally agree and acknowledge as follows:**
- (i) the Applicant shall be responsible and liable for all charges incurred on the Card(s) and/or under the Card Account (including without limitation any charges incurred by Virtual Card Users, as defined in the BCC Agreement), and the Applicant shall be responsible for ensuring payment for all charges incurred on the Card(s) and/or under the Card Account, and I shall, with the other Authorised Signatories of the Applicant, be jointly and severally responsible and liable for any and all such charges incurred;
  - (ii) I am requesting for OCBC Bank to issue OCBC Business Credit Card(s) (the "Card(s)") to each of the Cardholder(s) named in this application (the "Cardholder(s)"), and Virtual Cards to Virtual Card Users who may be appointed from time to time in accordance with the BCC Agreement;
  - (iii) the Applicant hereby authorises each Card Administrator to (1) manage and/or administer any or all of the Cards or Card Accounts; and/or (2) access and/or receive information relating to any or all of the Cards, Card Accounts, and/or BCC Services, as defined in the BCC Agreement; and/or (3) appoint Virtual Card Users and new Card Administrators, upon OCBC Bank's approval of this application;
  - (iv) I represent and warrant that:
    - (1) I, with the other Authorised Signatories of the Applicant, are all principals (directors, partners, proprietor) of the Applicant;
    - (2) if I am the sole proprietor or am a partner of the Applicant, my annual income is S\$30,000 and above;
    - (3) the Applicant, each Cardholder, and each Card Administrator, respectively meet the applicable eligibility criteria stated above;
    - (4) the Cardholders named in this application and/or in other letter(s) of instruction, as well as any Virtual Card Users appointed from time to time, are each authorised to perform and effect Transactions (as defined in the BCC Agreement) through the respective Card(s) issued to them at any time and from time to time for and on behalf of the Applicant in relation to the above mentioned OCBC Business Credit Card account, and I agree and acknowledge that all such Transactions shall be binding and conclusive on the Applicant;
    - (5) the Cardholders and Virtual Card Users are each authorised to sign bills and enter into Transactions on behalf of the Applicant; and
    - (6) the Cardholders and Virtual Card Users are each authorised to use the said Card(s) on the Applicant's OCBC Business Credit Card account;
  - (v) the Applicant shall be responsible, and I shall, with the other Authorised Signatories of the Applicant, be jointly and severally responsible to, procure the execution of the: (1) Partners' Resolution / Board Resolution (as applicable); (2) new Deed(s) of Guarantee and Indemnity (where applicable, and as required by the Bank); and (3) Guarantor Confirmation and Acceptance in favour of OCBC Bank (as required by the Bank), each in the form and manner specified by the Bank; and
  - (vi) the Applicant shall hold harmless, indemnify, and keep OCBC Bank indemnified against all actions, proceedings, liabilities, losses, damages, claims, demands and expenses and including all legal costs (on a solicitor and client basis) and other costs charges and expenses which OCBC Bank may incur or sustain by reason of or in connection with the issue of the Card(s);
- (n) **where I am completing this application as the "Card Administrator", I additionally agree and acknowledge as follows:**
- (i) I am duly authorised by the Applicant to (1) manage and/or administer any or all of the Cards or Card Accounts; (2) access and/or receive information relating to any or all of the Cards, Card Accounts, and/or BCC Services, as defined in the BCC Agreement; and (3) appoint Virtual Card Users and new Card Administrators, upon OCBC Bank's approval of this application; and
  - (ii) OCBC Bank shall have the right, in its sole and absolute discretion, to (1) provision different rights, privileges and/or access rights to each Designated User and/or Velocity User (as defined in the BCC Agreement) in relation to the Applicant's Account and/or BCC Services; and (2) make available different features and/or facilities in relation to the BCC Services as between each: (i) Virtual Card User; (ii) Cardholder; and/or (iii) Card Administrator; and
  - (iii) I further agree and acknowledge that the rights, privileges and/or access rights of each Card Administrator, Cardholder, and Virtual Card User may differ; and

(o) **where I am completing this application as the “Cardholder”, I additionally agree and acknowledge as follows:**

- (i) I am requesting for OCBC Bank to issue Card(s) to me; and
- (ii) I acknowledge that the Card(s) may only be used upon approval subject to the terms and conditions of the BCC Agreement, and I agree to be bound by the same which shall include any amendments, alterations and additions as may from time to time be made thereto.

***Where you are completing this application only as a prospective guarantor for the Business Credit Card, you confirm that:***

- (a) you have read, understood and acknowledge the terms and contents of this application;
- (b) you represent and warrant that: (i) all information provided by you in this application is true and complete, and you undertake to notify OCBC Bank immediately of any change in such information, as well as to provide any information and documents required by OCBC Bank on request; and (ii) if you are a natural person, you are not an undischarged bankrupt;
- (c) you agree and acknowledge that the mobile phone number(s) in this application may be used to update any of the records maintained by OCBC Bank in connection with your personal accounts with OCBC Bank, including but not limited to your personal savings, current and time deposit accounts, credit cards, unit trust/CPF investments/SRS accounts and loans;
- (d) you shall provide and execute (1) new Deed(s) of Guarantee and Indemnity (where applicable, and as required by OCBC Bank); and (2) the Guarantor Confirmation and Acceptance (as required by OCBC Bank) in favour of OCBC Bank, each in the form and manner specified by OCBC Bank; and
- (e) you consent to the collection, use and disclosure of my personal data for the purposes of processing and evaluating this application, and for other applicable purposes as set out in the OCBC Data Protection Policy available at: <https://www.ocbc.com/business-banking/bank-policies>.