

## PERSONAL LOAN TERMS AND CONDITIONS

- 1. Agreement:** By accepting this Agreement, we will lend you and you will borrow the amount of credit.
- 2. Repayments:** By signing this Agreement, you agree to repay the amount of credit and the total charge of credit by monthly repayments on the due date each month.
- 3. Late Payments:** If any monthly repayment is not received by its due date, we may charge interest on it, until it is paid, at the rate equivalent to the Interest Rate applicable to your Personal Loan. In addition, a Late Payment fee (as specified in the Personal Loan Important Information Document signed by you) will apply.
- 4. Default by you:** If any monthly repayment is not paid on its due date, then we may serve on you a notice of default. If you fail to pay the arrears before the date stated in the notice, the repayment balance less the monthly repayments already paid and less any rebate which we may allow shall become due and payable immediately. We shall be entitled to charge you the costs incurred by us in enforcing our rights under this Agreement, including the sum of one BD for every written or printed communication sent to you by us following such default. Our strict rights will not be prejudiced by any time given indulgence granted or allowance made.
- 5. Right of set-off:** Standard Chartered Bank may, in addition to its rights as Bankers, at anytime and without notice to the borrower, combine or consolidate all or any of the credit balances against this loan or any other obligations whether such liabilities are actual or contingent, primary or collateral and several or joint.
- 6. Interest:** The interest rate and the overall APR is specified in the Personal Loan Important Information Document which you have signed along the Personal Loan Application Form and the present Terms and Conditions. We may vary the interest rate margin by giving you 30 days written notice and we may then vary the monthly repayment or the tenor of the loan.
- 7. Odd Day Interest (ODI):** If the first instalment due date is greater than 30 days from the date of disbursement of the loan, interest (at the rate applicable to your Personal Loan account) will be charged for the additional days (greater than 30) and will be deducted from the loan amount disbursed to your account. In cases where the difference between the disbursement date and first instalment date is less than 30 days, the interest for the additional days (less than 30) will be refunded to your loan account when the loan is settled or matures.
- 8. Bancassurance:** Your personal loan outstanding balance is insured by the Bank. The insurance covers an amount equal to the outstanding balance. In the event of any unforeseen circumstances relating to the death of the borrower, the outstanding as at that date, including the top-up loans, will be settled by the insurance company directly to the Bank. The insurance premium collected from you to insure your Personal Loan will be added to your loan amount and amortized over the life of the loan. Your Personal Loan will be insured up to a maximum of 84 months, provided that you are not more than 65 years old at the expiry of financing.
- 9. Top up on your Personal Loan:** Subject to your strict adherence to the terms and conditions of your Loan Agreement including receipt of maximum 6 monthly instalments on its due dates and in accordance with applicable regulations, the Bank may agree at its discretion to increase your loan amount plus insurance and other charges i.e. interest rate, fees, etc., under the present terms and conditions.
- 10. Prepayment:** You may repay all of the outstanding balance at any time but we shall then have the right to impose such conditions on such prepayments as we may in our discretion decide and to the extent permitted by the law.
- 11. Demand Payment:** In case you are in breach of any of the terms of this agreement, the Bank may demand repayment of this loan in full together with accrued interest and any related charges.
- 12. Counter Offer:** Depending on our credit criteria, you accept that we may approve a loan amount/tenor lower than the one you have requested. In this case, a counter offer will be made to you and a verbal confirmation on your part will be deemed sufficient to proceed with disbursement. Details of the amount of instalment, interest rate and fees will be notified to you in advance.
- 13. Payments in full:** All payments you must make to us under our banking agreement must be received by us on the due date in full in immediately available funds in the currency we specify and without set off, counterclaim or deduction or withholding (including on account of any tax) unless the deduction or withholding is required by law.
- 14. Withholding tax:** If a law requires you to deduct any tax from a payment to us, you must increase the amount payable so that, after making the deduction, we receive the amount we would have received if no deduction had been required. You agree to deduct the amount for the tax, pay that amount to the relevant authority in accordance with applicable law and give us the original receipts.
- 15. Value added tax:** All payments to be made by you in connection with our banking agreement are calculated without regard to any goods and services tax, consumption tax, value added tax or any tax of a similar nature. If any of these types of taxes is payable in connection with the payment, you must pay us an additional amount equal to the payment multiplied by the appropriate rate of tax. You must do so at the same time as making the payment.
- 16. Disclosure:** Whilst the Bank maintains strict confidentiality in all matters relating to customer's account(s) and business, it is agreed and understood that the Bank may disclose all information relating to you (including details of accounts, products, etc.) to:
  - Our head office and any other member of the Standard Chartered Group in any jurisdiction ("permitted parties");
  - Professional advisers, service providers or independent contractors to, or agents of, the permitted parties, such as debt collection agencies, data processing firms and correspondents who are under a duty of confidentiality to the permitted parties;
  - Any actual or potential participant or sub-participant in relation to any of our obligations under our banking agreement between us, or assignee, novatee or transferee (or any officer, employee, agent or adviser of any of them);
  - Any credit reference agency, rating agency, business alliance partner, insurer or insurance broker of, or direct or indirect provider of credit protection, or any permitted parties;
  - Any financial institution which you have or may have dealings for the purpose of conducting credit checks (including in the form of bank references);
  - Any court, tribunal or authority (including an authority investigating an offence) with jurisdiction over the permitted parties;
  - A merchant or a member of a card association where the disclosure is in connection with use of a card;
  - Any authorised person or any security provider;
  - Anyone we consider necessary in order to provide you with services in connection with an account.