

## DEBT CONSOLIDATION PLAN

### Terms and Conditions Governing Debt Consolidation Facility

#### 1. Interpretation

1.1 Unless the context requires otherwise, the following expressions in these Terms and Conditions shall have the following respective meanings:-

**“Agreement”** means the agreement formed between you and us for Debt Consolidation under these terms and conditions, the terms and conditions in the Debt Consolidation Plan Application form and the Approval Letter. If there is a conflict, the terms in the Approval Letter shall prevail over the terms in the Debt Consolidation Plan Application form, which in turn shall prevail over these Terms and Conditions.

**“Annual Income”** means your total income for a particular year based on and/or as may reasonably be determined by us from the Income Documents you have submitted for that year.

**“Approval Letter”** means the letter from us approving your DCP Application, including any amended and additional terms.

**“Debt Consolidation Plan Application”** or **“DCP Application”** means your application for Debt Consolidation.

**“Debt Consolidation”** means the consolidation of debt in the manner as set out in clause 2.1.

**“Debt Consolidation Date”** means the date of commencement of the Debt Consolidation as stated in the Approval Letter or such other date as we may notify you.

**“Debt Consolidation Facility”** means the facility as set out in clause 3.

**“Debt Consolidation Loan Account”** has the meaning given to it in clause 2.2.

**“Debt Consolidation Registry”** or **“DC Registry”** means the registry maintained by the Association of Banks in Singapore for the maintenance of information relating to debt consolidation.

**“Designated Accounts”** means any and all unsecured credit facilities (including without limitation unsecured card or non-card credit facility) that you have with the Participating FIs and excludes joint accounts, any renovation loan, education loan, credit facility granted for businesses or business purposes and such other credit facility that is excluded under the MAS regulations relating to unsecured credit facilities to individuals.

**“Event of Default”** means any one of the events or circumstances specified in clause 6.1.

**“Income Documents”** means the documents evidencing your income as set out in the DCP Application.

**“Loan Amount”** means the amount of monies to be disbursed to you under clause 2.1 as stated in the Approval Letter.

**“MAS”** means Monetary Authority of Singapore, its successors and/or assignees.

**“Monthly Income”** means one-twelfth of the Annual Income.

**“Participating FIs”** means American Express International, Inc., Australia and New Zealand Banking Group Limited, Bank of China Limited Singapore, CIMB Bank Berhad, Citibank Singapore Limited, DBS Bank Ltd, Diners Club Singapore Pte Ltd, HSBC Bank (Singapore) Limited, Industrial and Commercial Bank of China Limited, Malayan Banking Berhad, Oversea-Chinese Banking Corporation Limited, RHB Bank Berhad, Standard Chartered Bank (Singapore) Limited, United Overseas Bank Limited and such other financial institution(s) which may be added and/or substituted from time to time and their successors and/or assignees.

**“PDPA”** means Personal Data Protection Act 2012.

**“Personal Data”** means data, whether true or not, about you or any individual (as the case may be) who can be identified from such data or from such data and other information to which we have or are likely to have access, including but not limited to information relating to your application for Debt Consolidation.

**“Receiving Banks”** means the Participating FIs that you have Designated Accounts with.

**“Revolving Credit Facility”** has the meaning given to it in clause 2.2.

**“Terms and Conditions”** means all the terms and conditions set out herein.

**“Unsecured Credit Facility”** means any unsecured credit facility whether unsecured card or non-card credit facility including joint accounts but excludes any renovation loan, education loan, credit facility granted for businesses or business purposes and such other credit facility excluded under the MAS regulations relating to unsecured credit facilities to individuals.

- 1.2 Unless the context requires otherwise, words denoting the singular number only shall include the plural and vice versa.
- 1.3 References to statutes or statutory provisions shall be read and deemed as references to those statutes or provisions as respectively supplemented, amended or re-enacted or as their application is modified from time to time by other provisions.
- 1.4 References to any agreement or document shall include such agreement or document as modified, amended, varied, novated, supplemented or replaced from time to time.
- 1.5 References to “you” means the individual making the DCP Application and “us”, “our” and “we” mean the relevant Participating FI to which such DCP Application has been made.

## **2. Debt Consolidation**

- 2.1 We shall advance the Loan Amount to you in such manner that we may so decide for settlement of the total or part of the outstanding on the Designated Accounts in accordance with the terms of the Agreement (the “**Debt Consolidation**”). The Debt Consolidation shall take effect on the Debt Consolidation Date.
- 2.2 To do so, we shall have discretion and authority to do any of the following as we deem fit, without notice to you:-
  - (a) verify any information provided by you through any means including by contacting relevant third parties and obtain such further information about you from such sources as we deem appropriate;
  - (b) set up a new account for disbursement of the Loan Amount (the “**Debt Consolidation Loan Account**”);
  - (c) set up an accompanying revolving credit facility which is bundled with the Debt Consolidation Loan Account (the “**Revolving Credit Facility**”);
  - (d) directly disburse the Loan Amount in whole or in part to the Designated Accounts and to credit any residue of the Loan Amount to you in such manner that we may so decide;
  - (e) suspend or terminate any Designated Accounts with us;
  - (f) withdraw or suspend any or all benefits or privileges attached to any Designated Accounts with us;
  - (g) instruct any Receiving Banks, whether directly, indirectly, through the DC Registry or in such manner that we may so decide, to suspend or terminate any Designated Accounts;
  - (h) take such other steps as may be necessary in our determination for the Debt Consolidation.
- 2.3 We are not obliged to give any reason for our decision.

- 2.4 If any new facility is set up under clause(s) 2.2(b) and/or 2.2(c) above, we will notify you of any additional terms and conditions governing such facility and you hereby agree to be bound by such terms and conditions. Your signature submitted with your DCP Application shall be the signature used for the operation of such new facility.
- 2.5 You shall render all assistance as may be required by us for the carrying out of any of the matters under clauses 2.1 and 2.2 above, including but not limited to completing and signing any and all forms.
- 2.6 If the Loan Amount is insufficient to repay the outstanding under any Designated Accounts in full, you shall be fully responsible to make up the shortfall in accordance with the terms and conditions governing such facilities. Your obligations under such facilities shall remain unchanged and continue.
- 2.7 If there are any existing recurring and/or GIRO arrangement linked to any Designated Accounts, you shall be fully responsible for terminating such arrangement and for making an alternative arrangement.
- 2.8 You shall be fully responsible for any extra costs and expenses incurred as a result of the settlement of the outstanding under the Designated Accounts with the Loan Amount, including but not limited to any fee charged by any Participating FIs for the suspension or termination of any Designated Account with them.
- 2.9 Notwithstanding the Debt Consolidation, you shall continue making repayment of any and all outstanding owed to the Participating FIs under facilities which do not fall under the Designated Accounts in accordance with the terms and conditions governing such facilities. Your obligations under such facilities shall remain unchanged and continue.

### **3. The Debt Consolidation Facility**

The Debt Consolidation Facility shall consist of the Debt Consolidation Loan Account and the accompanying Revolving Credit Facility (the “**Debt Consolidation Facility**”).

#### **(A) Debt Consolidation Loan Account**

- 3.1 Tenure: The tenure of the loan shall be as stated in the Approval Letter.

- 3.2 Payment: You shall make prompt payment of the monthly repayment amount to us on or before the due dates for payment as stated in the Approval Letter until full payment of the outstanding on the Debt Consolidation Loan Account has been received by us.
- 3.3 Interest: You shall pay interest on the outstanding on the Debt Consolidation Loan Account at such rate(s) indicated in the Approval Letter or as we may from time to time at our discretion specify by notice to you with effect from the Debt Consolidation Date. All interest shall be payable before as well as after judgment.
- 3.4 Default interest and late charge: In respect of any monthly repayment amount due but not paid, you shall pay (i) default interest thereon on such instalment until the date of full payment and (ii) a late charge as determined by us.
- 3.5 Prepayment fee: You shall pay a prepayment fee at such rate(s) as we may from time to time prescribe should the Debt Consolidation Loan Account be fully paid before the end of the tenure.

**(B) Revolving Credit Facility**

- 3.6 If a Revolving Credit Facility is set up under clause 2.2(c) above, the Revolving Credit Facility shall be made available to you by allowing you to draw on the account up to the designated credit limit from time to time.
- 3.7 Credit limit: We may designate such credit limit to the Revolving Credit Facility as we may from time to time determine at our discretion. We shall be at liberty at any time to reduce and/or vary the credit limit by notice to you.
- 3.8 Use of facility: You shall use the Revolving Credit Facility in a responsible and satisfactory manner. You shall not use the Revolving Credit Facility in any manner which is in any way unlawful, illegal or prohibited under any applicable law. Without limiting the generality of the foregoing, you undertake not to use the Revolving Credit Facility in such a way to exceed the credit limit.
- 3.9 Payment: You shall make prompt payment of the minimum payment amount to us on or before the due dates for payment as we may from time to time specify at our discretion.
- 3.10 Finance charges: You shall pay finance charges on the outstanding debit balance on the Revolving Credit Facility at such rate(s) as we may from time to time at our discretion specify by notice to you. Such finance charges shall be payable at such intervals as we may prescribe from time to time at our discretion. All finance charges shall be payable before as well as after judgment.
- 3.11 Late charge: In respect of any minimum payment amount due but not paid, you shall pay (i) a late charge as determined by us and (ii) the finance charges chargeable to you on the outstanding debit balance on the Revolving Credit Facility, each of which may be varied or increased to such rate(s) as we may from time to time prescribe and notify to you.

- 3.12 Annual fee: An annual fee at such rate(s) as we may from time to time prescribe at our discretion shall be chargeable annually on the Revolving Credit Facility.
- 3.13 The Revolving Credit Facility will be closed or converted to regular unsecured credit facility once the Debt Consolidation Loan has been fully repaid. Any outstanding balance will be transferred to an existing or new regular unsecured credit facility.

#### **4. Payments**

- 4.1 You shall repay the outstanding on the Debt Consolidation Facility in accordance with the Agreement.
- 4.2 All payments must be made in Singapore dollars. We shall have the absolute right to convert payment made in foreign currency into Singapore dollars at the prevailing exchange rate used by us. You shall bear all risks and indemnify us from any loss, damages, claim, action, or proceedings arising from such currency conversion.
- 4.3 We shall have absolute power and authority to do any of the following as we deem fit and without notice to you:-
- (a) apply any payment received (or part thereof) in any order of priority and in any manner towards any of your facilities with us, legal costs and any other expenses incurred by us as a result of enforcing any term of this Agreement; and
  - (b) combine or consolidate the Debt Consolidation Facility with any of your facilities with us and set-off credit balances (whether matured or not) against any liability due from or owed by you. For the avoidance of doubt, such facilities and liabilities refer to any account and/or liabilities which you may have with us whether alone or jointly with any other person(s) and includes any other type of account and/or liabilities which you may have with us from time to time.

#### **5. Increase in Credit Facilities**

- 5.1 Subject to clause 5.2, as long as there is still an outstanding on the Debt Consolidation Facility, besides the Revolving Credit Facility that had been issued to you, no further Unsecured Credit Facility (including temporary credit limit increase) shall be granted to you even if your Annual Income exceeds S\$120,000 or you have net personal assets of S\$2 million.
- 5.2 You may apply for additional credit facilities only if the outstanding on your Unsecured Credit Facility falls to or below 4 times your Monthly Income. For the purpose of considering your application, we shall have the right to require you to submit further documents, including your latest Income Documents, and to comply with all terms and conditions that may be required by us.

## 6. Termination by Us

6.1 Without prejudice to any other rights or remedies we have, we may by notice to you immediately terminate the Agreement and the Debt Consolidation Facility (or any other facility) if any of the following events of default (collectively, the “**Events of Default**”) occurs:

- (a) you threaten to breach or have breached any term of the Agreement or any other agreement, undertaking or arrangement between us;
- (b) you have been convicted of a crime or we believe that you are involved in any offence involving fraud, criminal breach of trust, dishonesty or corruption;
- (c) you become insolvent, bankrupt or become subject to any civil or legal proceedings including bankruptcy or enforcement proceedings;
- (d) you do not comply with any applicable law;
- (e) you fail to pay any amount due to us on time;
- (f) any information, representation, warranty, statement and document given to us is or becomes untrue, inaccurate, incomplete or misleading;
- (g) you pass away or become mentally incapacitated;
- (h) in our sole opinion: -
  - (i) you are not or are no longer eligible for the Debt Consolidation Facility;
  - (ii) a banking relationship with you is no longer appropriate or possible;
  - (iii) any changes or adverse circumstances may materially and/or adversely affect your ability to perform or discharge your obligations under the Agreement; and/or
  - (iv) for whatever reason, it is no longer possible for us to provide the Debt Consolidation Facility; and
- (i) termination becomes necessary due to our obligations in connection with prevention of fraud, money laundering, terrorist or criminal activity, bribery, corruption or tax evasion, or the enforcement of economic or trade sanction.

6.2 Upon termination, the outstanding on the Debt Consolidation Facility shall immediately become due and payable and you must pay the outstanding on the Debt Consolidation Facility in full immediately, without any demand or notice. We are entitled to take any steps including commencing legal proceedings against you as we deem fit to recover the outstanding on the Debt Consolidation Facility.

**7. Termination by You**

- 7.1 You may terminate the Debt Consolidation Facility by giving us prior notice and making payment of the outstanding on the Debt Consolidation Facility.
- 7.2 Where we receive notice of termination of the Debt Consolidation Facility by you before the Debt Consolidation has been effected, we shall still proceed to disburse the Loan Amount and you shall have to make full payment of the outstanding on the Debt Consolidation Facility in order to terminate the said facility.
- 7.3 If the Debt Consolidation Facility is terminated under clause 7.1 or 7.2 above, we may charge you a cancellation or prepayment fee as we may determine.

**8. Personal Data**

- 8.1 You hereby consent and authorise us, our officers, employees and agents to collect, use, process and/or disclose your Personal Data in accordance with this Agreement and our personal data protection policy which can be found on our website.
- 8.2 Your Personal Data may be collected, used, processed and/or disclosed for the following purposes:-
- (a) to carry out all or any of the matters set out in this Agreement;
  - (b) to update your records; and
  - (c) for the purposes set out in our personal data protection policy.
- 8.3 We may disclose your Personal Data to the persons listed in our personal data protection policy in addition to the following persons (whether in Singapore or overseas) for one or more of the purposes listed above:-
- (a) our head office, any branch or representative office, subsidiaries, or companies related to or affiliated to us;
  - (b) any banking or financial institution, credit bureau or credit reference or evaluation agency;
  - (c) the DC Registry;
  - (d) any relevant agent, contractor, business partner or third party service provider who provides administrative, telecommunications, computer, printing, payment, securities clearing, management, audit, debt collection or other services to us;
  - (e) any information gathering or processing organisation or department conducting surveys on our behalf;
  - (f) any third party to whom we have outsourced certain functions;
  - (g) lawyers, auditors, tax advisors and other professional advisors;



- (h) any rating agency, business alliance partner, insurance company, insurer or insurance broker;
- (i) any person or corporation to whom we merge or amalgamate with, transfer or assign or propose to transfer or assign all or any part of our interests, obligations, business and/or operations;
- (j) the police or any public officer conducting an investigation;
- (k) your guarantor, your joint account holder, other security provider and/or such person in connection with any compromise, arrangement or any insolvency proceedings relating to you and any person who is jointly and severally liable with you for any facility owing to us;
- (l) any person to whom we are required by applicable legal, governmental or regulatory requirements to make disclosure;
- (m) any other person reasonably requiring the same in order for us to execute the Debt Consolidation; and
- (n) any other party identified in our personal data protection policy.

8.4 Where Personal Data of another individual is provided by you to us, you undertake to obtain and/or warrant that you have obtained the necessary consent, permission and authority of that individual to allow us to collect, use, process and/or disclose such personal data in accordance with this Agreement and our personal data protection policy.

8.5 You must ensure that your Personal Data, including your particulars and contact details, are correct and up-to-date at all times. You must promptly inform us of any change and give us reasonable time to effect the change.

8.6 Our rights under this clause 8 are in addition to any other rights that we may have under the Banking Act Cap. 19, the PDPA and any other statutory provisions and in law and are not affected by nor affect any other agreement between you and us.

8.7 The provisions in this clause 8 shall survive the termination of any credit facility granted by us to you and the termination of your relationship with us.

## **9. Conclusive Evidence**

9.1 Our records in any form (including paper, electronic or other form) and any certificate issued by us (including reports, communications or statements electronically generated which requires no signature), or decision we make as to the monies and liabilities due to us or any other matter shall be final, conclusive and binding on you, save for fraud or manifest error.

9.2 We may record instructions and telephone conversations without notice to you. You agree that such recordings or their transcripts may be used as conclusive evidence of the instructions and telephone conversations.

**10. Indemnity**

You agree to indemnify us, our related companies, employees, agents and officers at all times against all loss, liabilities (civil or criminal), damages, claims, actions, proceedings, judgments, orders, penalties, fines, costs (including legal costs on a full indemnity basis), expenses, taxes whatsoever and howsoever arising or in connection with:

- (a) any Event of Default and/or enforcement of our rights under the Agreement;
- (b) our reliance on any of your representations, warranties and/or undertakings;
- (c) the provision of any service to you and the performance of any of our functions; and
- (d) our compliance with any existing or future law or regulation or official directive.

**11. Notices**

11.1 Notices and communications to you will be sent in the mode and manner we deem appropriate to the last known address, facsimile number, mobile phone number or electronic mail address in our records, whether provided to us through you or obtained by us through searches or any other means. We may also notify and communicate with you through the display of notices at our branches, on our website, the statement of accounts we send to you, in the newspapers, via radio or television broadcasts.

11.2 Unless otherwise expressly provided in writing, our notices and communications to you are effective: -

- (a) if sent by post to an address within Singapore, the following business day after posting;
- (b) if sent by post to an address outside Singapore, 5 business days after posting;
- (c) if sent by facsimile, electronic mail or SMS, at the time of transmission;
- (d) if sent by hand, at the time of delivery or when left at the address;
- (e) if displayed at our branches or posted on our website, on the date of display or posting;
- (f) if advertised in the newspaper, on the date of advertisement; and
- (g) if broadcast via radio or television, on the date of broadcast.

11.3 We shall not be responsible for the status of notices or communications after they are sent, even if such notice or communication is delayed, intercepted, lost, fails to reach or is disclosed to anyone during transit.

11.4 You may serve a notice to us by post or facsimile at such designated address or facsimile number as we may notify you from time to time. Service of such notice is only effective upon actual receipt by us.

**12. Service of legal process**

- 12.1 We may serve any writ of summons, statement of claim, statutory demand, bankruptcy proceedings or any other legal process or document in respect of any action or proceedings under the Agreement required by any relevant law or rules of court to be served on you by personal service, by leaving the same at your last known address on our records and/or sending it by post to (a) your last known address on our records (whether within or outside Singapore and whether such address is a Post Office Box or place of residence or business), and/or (b) via electronic mail to your last known email address, as may be provided to, or obtained by, us or our solicitors or other agents, or as may be known to us. In instances where the last known address is a Post Office Box, we may serve the said legal process or document via ordinary post.
- 12.2 We shall be entitled to rely on the records of any government registry or government statutory authority or other addresses obtained from reliable sources as determined by us to serve the abovementioned legal process on you.
- 12.3 Such legal process shall be deemed to have been duly served on you (i) if sent by hand, on the date of delivery; or (ii) if sent by ordinary post, on the date immediately after the date of posting; or (iii) if sent by electronic mail, on the date the electronic mail was sent. Service of the legal process in the aforesaid manner shall be deemed to be good and effective service of such legal process on you even if the documents including electronic mails are not received by you or subsequently returned undelivered.
- 12.4 Nothing in the Agreement shall affect our right to serve legal process on you in any other manner permitted by law.

**13. Severability**

If any one or more provisions of the Agreement or any part of the Agreement shall be found to be illegal, invalid or unenforceable under any applicable law in any jurisdiction, it shall not affect the legality, validity or enforceability of the remaining terms of the Agreement.

**14. No Assignment**

You shall not transfer or assign your rights or obligations under the terms of the Agreement, without our prior written consent. However, we shall have the unrestricted right to transfer or assign our rights and/or obligations under the Agreement without your prior consent.

**15. Changes in Our Constitution**

Notwithstanding any amalgamation, reconstruction, conversion or other change in our constitution, the Agreement shall remain binding and shall operate as though it had been originally entered into by such new or amalgamated or reconstructed concern and your obligations and liabilities shall remain unchanged.

**16. Right to review**

16.1 We shall have the absolute right to review, make changes to, cancel, withdraw and/or replace any of the terms of the Agreement at any time at our absolute discretion. Such change of terms shall take effect upon service of notice of the same.

16.2 We are not obliged to make or to continue to make available the Debt Consolidation Facility or any other facilities to you. Notwithstanding clause 6, we have the overriding right to require you to repay immediately the whole of the outstanding on the Debt Consolidation Facility on demand.

**17. Further Assurance**

You shall execute and do all such assurances, acts, deeds and things as we may so require under the Agreement.

**18. No waiver**

Any failure or delay by us in exercising or enforcing any right we have under the terms of the Agreement does not operate as a waiver and does not prejudice or preclude the exercise of any of our rights subsequently.

**19. Governing Law and Jurisdiction**

The Agreement shall be governed by and interpreted according to the laws of Singapore. You agree to irrevocably submit to the exclusive jurisdiction of the courts of Singapore. This means that legal proceedings against us can only be brought in the courts of Singapore. Any judgment or order made by the courts of Singapore cannot be enforced or executed against any of our branches overseas. This clause does not limit our right to commence legal proceedings in any country and to take concurrent legal proceedings in more than one country.

**20. Third Parties**

Unless we expressly state so, a person who is not a party to the Agreement has no right to enforce or enjoy the benefit of any term of the Agreement.

## Additional Terms and Conditions

### 21. Interpretation

21.1 For the avoidance of doubt, these Additional Terms and Conditions shall form part of the Terms and Conditions Governing Debt Consolidation Facility and the Agreement. The Terms and Conditions Governing Debt Consolidation Facility and the Additional Terms and Conditions shall collectively be referred to as these “**Terms and Conditions**”.

21.2 In addition to clause 1 above, unless the context requires otherwise, the following expressions in these Terms and Conditions shall have the following respective meanings:-

“**Participating FIs**” shall also include HL Bank and its successors and/or assignees.

“**Repayment Account**” or “**Savings Account**” has the meaning given to it in clause 22.1(a).

“**Internet Banking Facility**” or “**HLB Connect**” means internet banking services provided by us to grant you access to our online services and to enable you to perform online banking transactions.

“**Credit Limit**” means the credit limit for the Revolving Credit Facility designated by us under clause 3.7 and as stated in the Approval Letter.

“**Interest Rebate Rule 78 Formula**” means the formula set out in clause 23.5.

“**Payment Due Date**” has the meaning given to it in clause 23.8.

“**Outstanding amount**” has the meaning given to it in clause 23.8.

21.3 To assist you with the completion of section 07 ‘Common Reporting Standard (CRS) Individual Self-Certification Form Details’ of the DCP Application form, we set out in this clause 21.3 selected summaries of defined terms. Should you have any questions, please contact your tax adviser, domestic tax authority and/or visit the ‘OECD Common Reporting Standard for Automatic Exchange of Financial Account Information’ website at <http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/>

“**Account Holder**” means the person listed or identified as the holder of a Financial Account. A person, other than a financial institution, holding a Financial Account for the benefit of another person as an agent, a custodian, a nominee, a signatory, an investment advisor, an intermediary, or as a legal guardian, is not treated as the Account Holder. In these circumstances that other person is the Account Holder. For example, in the case of a parent/child relationship where the parent is acting as a legal guardian, the child is regarded as the Account Holder. With respect to a jointly held account, each joint holder is treated as an Account Holder.

"**Financial Account**" is an account maintained by a financial institution and includes depository accounts; custodial accounts; equity and debt interest in certain investment entities; cash value insurance contracts; and annuity contracts.

"**Reportable Account**" means an account held by one or more Reportable Persons.

"**Reportable Person**" is defined as an individual who is tax resident in a reportable jurisdiction under the tax laws of that jurisdiction.

"**TIN**" (including "functional equivalent") means taxpayer identification number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an entity and used to identify the Individual for the purposes of administering the tax laws of such jurisdiction. Further details of acceptable TINs can be found at <http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers/>. Some jurisdictions do not issue a TIN. However, these jurisdictions often utilise some other high integrity number with an equivalent level of identification (a "**functional equivalent**"). Examples of that type of number include, for individuals, a social security/insurance number, citizen/personal identification/service code/number, and resident registration number.

## **22. Debt Consolidation**

- 22.1 In addition to clause 2.2 above under the heading of 'Debt Consolidation', we shall also have discretion and authority to do any of the following as we deem fit, without notice to you:-
- (a) set up a new savings account or to use an existing savings account that you have with us for the purposes of servicing the Debt Consolidation Loan Account (the "**Repayment Account**", which shall also be referred to as the "**Savings Account**") and debit from such Repayment Account any monies owing by you to us including any interest, fees and charges that are due;
- 22.2 If any new facility is set up under clause 22.1 above, we will notify you of any additional terms and conditions governing such facility and you hereby agree to be bound by such terms and conditions. Your signature submitted with your DCP Application shall be the signature used for the operation of such new facility.
- 22.3 You shall render all assistance as may be required by us for the carrying out of any of the matters under clauses 22.1 and 22.2 above, including but not limited to completing and signing any and all forms.
- 22.4 In addition to the terms of the Agreement, you hereby agree that you have read, understood and agree to be bound by the following terms which can be found on our website:-
- (a) HL Bank Standard Terms and Conditions Governing Revolving Credit Facility (Line of Credit);
  - (b) General Banking Standard Terms and Conditions Governing Accounts; and

(c) (where applicable) Terms & Conditions for HLB Connect Internet Banking Services.

If there is a conflict, the terms in the Approval Letter, Debt Consolidation Plan Application form and these Terms and Conditions shall prevail over the HL Bank Standard Terms and Conditions Governing Revolving Credit Facility (Line of Credit), General Banking Standard Terms and Conditions Governing Accounts and (where applicable) Terms & Conditions for HLB Connect Internet Banking Services.

**23. The Debt Consolidation Facility, Repayment Account and Internet Banking Facility**

Without prejudice to the generality of clause 3 and to our rights under clause 16, we set out in this clause some information on the Debt Consolidation Facility, which consist of the (A) Debt Consolidation Loan Account and (B) Revolving Credit Facility. We also set out in this clause the terms and conditions which govern the (C) Repayment Account (Savings Account) and (D) where applicable, HLB Connect (Internet Banking Facility).

**(A) Debt Consolidation Loan Account Tenure:**

- 23.1 Tenure: The tenure of the loan shall be within the range of a minimum period of 1 year to a maximum period of 10 years. We shall have absolute discretion to determine the tenure of the loan notwithstanding the preferred tenure selected by you in your DCP Application. You accept that the tenure of the loan shall be the tenure that is stated in the Approval Letter if your DCP Application is approved by us.
- 23.2 Interest: The interest rate shall be within the range of a minimum of 3.8% per annum (effective interest rate of 6.78% per annum) to 6.30% per annum (effective Interest rate of 10.66% per annum) calculated on Rule 78 basis or such rate as we may from time to time at our discretion specify by notice to you. Interest shall be payable with effect from the Debt Consolidation Date and shall be payable before as well as after judgment.
- 23.3 Processing fee: If your DCP Application is approved, you shall pay a processing fee equivalent to 1.50% of the Loan Amount or S\$300.00 (whichever amount is higher) which shall be debited from any of such account(s) opened for you or deducted from the approved Loan Amount at our discretion upon approval of your application.
- 23.4 Default interest and late charge: In respect of each monthly repayment amount due but not paid, you shall pay (i) default interest thereon at a rate of 5.0000% above our prime lending rate per annum on such instalment until the date of full payment and (ii) a late charge of S\$80.00, each of which may be varied or increased to such rate(s) as we may from time to time prescribe and notify you.
- 23.5 Prepayment: Early partial repayment of the outstanding on the Debt Consolidation Loan Account is not allowed. However, you may make full payment of the outstanding on the Debt Consolidation Loan Account before the end of the tenure, subject to the conditions that (i) you give one month's written notice of prepayment to us or you pay to us one month's interest in lieu of such notice, and (ii) you pay a prepayment fee equivalent to 3.00% of the outstanding on the Debt Consolidation Loan Account or S\$300.00, whichever is higher. Should the Debt Consolidation Loan Account be fully paid before the end of the

tenure, we shall use the following formula based on Rule 78 (“**Interest Rebate Rule 78 Formula**”) to calculate the interest rebate.

$$R = \frac{n(n+1)}{N(N+1)} \times TC$$

- Where :** **R** represents the interest rebate;
- n** represents the unexpired loan tenure expressed in the months;
- N** represents the original loan tenure expressed in the months;
- TC** represents the total amount of interest over the loan tenure;

**(B) Revolving Credit Facility**

- 23.6 If a Revolving Credit Facility is set up under clause 2.2(c) above, the Revolving Credit Facility shall be a line of credit facility.
- 23.7 Credit limit: In the event the outstanding debit balance on the Revolving Credit Facility exceeds the Credit Limit, you shall (i) immediately pay the sum in excess of the Credit Limit without demand and (ii) pay an overlimit fee of S\$40.00.
- 23.8 Payment: You are required to pay the minimum payment amount to us on or before the Payment Due Date. The minimum payment amount shall be:- (i) the Outstanding amount reflected in the statement of account in the event the Outstanding amount reflected in the statement of account is less than S\$30.00, or (ii) the sum of S\$30.00 or 3.00% of the Outstanding amount reflected in the statement of account, whichever is higher, in the event the Outstanding amount reflected in the statement of account is S\$30.00 or higher; or (iii) such other minimum payment amount as we may determine and notify you by way of the statement of account, which may include any amount(s) that are due but not paid, any amount(s) used in excess of the Credit Limit, any interest, charges and/or fees which are payable immediately.

The Outstanding amount reflected in the statement of account shall be the outstanding balance on the facility at the given time and shall include the sum of the amounts used from the facility, interest, charges and fees. The Payment Due Date shall be the date stated in the statement of account by which you must make payment.

Notwithstanding anything stated herein, time of payment is of essence and in the event you fail to pay any amount due to us on time, we can suspend and/or terminate the facility immediately without reference to you.

- 23.9 Finance charges: You shall pay finance charges on the outstanding balance on the Revolving Credit Facility at a rate of 10.0000% above our prime lending rate per annum calculated on a



daily basis subject to a minimum charge of S\$5.00 per month or at such rate(s) and/or minimum charge as we may from time to time specify by notice to you.

- 23.10 Late charge: In respect of each minimum payment amount due but not paid, you shall pay (i) a late charge of S\$80.00 and (ii) finance charges of 20.8800% per annum on the total outstanding debit balance on the Revolving Credit Facility.
- 23.11 Annual fee: You shall pay an annual fee of S\$88.00 (inclusive of GST).
- 23.12 For the avoidance of doubt, any and all charges and fees shall be debited from your Revolving Credit Facility and shall form part of the outstanding balance on the Revolving Credit Facility.
- 23.13 With regard to clause 3.13, we shall have sole and absolute discretion to determine whether the Revolving Credit Facility will be closed or converted to regular unsecured credit facility once the Debt Consolidation Loan has been fully repaid. We shall also have sole and absolute discretion to determine whether any outstanding balance is to be transferred to an existing or new regular unsecured credit facility and to determine the type of regular unsecured credit facility.

**(C) Repayment Account (Savings Account)**

- 23.14 The Repayment Account (Savings Account) shall be governed by the General Banking Standard Terms and Conditions Governing Accounts.

**(D) HLB Connect (Internet Banking Facility)**

- 23.15 The HLB Connect (Internet Banking Facility) shall be governed by the Terms & Conditions for HLB Connect Internet Banking Services.