ANEXT BANK PTE. LTD.

STANDARD TERMS
(December 2025 Version)

IMPORTANT: PLEASE READ THESE STANDARD TERMS CAREFULLY. THESE TERMS SHALL TAKE EFFECT AND BIND YOU AND THE BANK ON AND FROM THE DATE THE BANK ACCEPTS YOUR APPLICATION. BY YOU OPENING AND/OR MAINTAINING THE ACCOUNTS AND/OR YOUR UTILISATION OF THE FACILITIES AND/OR SERVICES, YOU AGREE TO ABIDE AND BE BOUND BY THESE STANDARD TERMS.

These Standard Terms, together with the other Customer Documentation (as defined below), govern your relationship with Anext Bank Pte. Ltd. (the "**Bank**"). A reference to "**you**", **your**" or the "**Customer**" in any Customer Documentation means the person that the Bank has accepted as a customer pursuant to its application for an account, a facility, product and/or service and could refer to an account holder and/or a borrower.

By clicking to accept these Standard Terms, each Authorised Person confirms that he/she is duly authorised to agree to these Standard Terms and all other Customer Documentation for and on behalf of the Customer and to bind the Customer to the same.

PART A: YOUR RELATIONSHIP WITH THE BANK

1 Terms of your Relationship with the Bank

1.1. The terms and conditions governing the relationship between you and the Bank (including pursuant to which the Bank provides the Banking Products and Services to you), are collectively referred to as the Bank's "**Customer Documentation**" and includes:
- (a) these Standard Terms;
- (b) all Applications (including the Application Terms);
- (c) the Fee Schedule and Interest Rate Schedule (as applicable);
- (d) all applicable Product Terms;
- (e) the Electronic Platform Terms; and
- (f) any other document or instrument designated as such by the Bank.

1.2. In the event of any inconsistency between:
- (a) any Product Terms and these Standard Terms and the inconsistency is in relation to any Banking Product and Services, the relevant Product Terms shall prevail to the extent of such inconsistency (unless expressly stated otherwise); and
- (b) these Standard Terms and any other document listed in Clause 1.1, these Standard Terms shall prevail to the extent of such inconsistency.

1.3. The Privacy Policy forms part of the Customer Documentation and you agree to be bound by the Privacy Policy.

PART B: PROVISION OF SERVICES

2 The Bank's provision of Electronic Platforms and Electronic Services

2.1 You shall, upon the Bank's request, promptly perform such acts and/or execute such further documents as the Bank may require in connection with any of the Banking Products and Services.

2.2 The Electronic Platforms and Electronic Services (including all Electronic Platform features and Access Credentials) are provided by the Bank to you on an "as is" and "as available" basis.

2.3 To the maximum extent legally permitted, the Bank excludes and disclaims all representations, warranties, conditions, guarantees, undertakings and other terms implied by statute, common law or otherwise in relation to the Electronic Platform and Electronic Services (including any implied conditions, warranties or terms as to satisfactory quality, non-infringement, fitness for purpose or the use of reasonable skill and care or that the Electronic Platform and Electronic Services will be uninterrupted, timely, secure or error-free).

2.4 You acknowledge that Bank shall not be liable (i) if any communication via the Electronic Platforms or Electronic Services is delayed, intercepted, lost or otherwise fails to reach the proposed recipient during the process of delivery or transmission, (ii) if the contents of any communication is modified, intercepted or otherwise accessed by any third party during the process of deliver or transmission, (iii) for your access and use of any other internet websites or services owned by third parties ("**Third Party Sites**") that are accessible via hyperlinks that appear on the Electronic Platforms; and (iv) for any content of such Third Party Sites.

3 Your Instructions to the Bank

3.1 All Instructions to the Bank should be issued by your Operator using the Electronic Services and/or in certain circumstances, any of your other Authorised Persons approved by the Bank (together with the Operator, "the **Instructing Parties**").

3.2 The Bank reserves the right to request that your Instructing Parties issue and/or confirm Instructions using any means of communication as the Bank (acting reasonably) may choose.

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3.3 You shall ensure that all Instructions provided by your Instructing Parties are accurate, complete, duly authorised and in such form and manner as the Bank may prescribe (if applicable).

3.4 Subject to Clause 3.5, you agree that the Bank may rely or act on all Instructions given or purportedly given by you or an Instructing Party:

(a) without further consent or notice to you;

(b) without carrying out any independent verification or inquiry (including into the identity of the person giving the Instructions);

(c) by treating such Instructions as being duly authorised by and binding upon you (even if it were made fraudulently); and/or

(d) if the Instructions contained any error, lack of clarity or conflict with other Instructions,

provided always that the Bank shall (acting reasonably) be entitled to refuse to accept or to act on any Instruction.

3.5 The Bank shall be entitled to require you or your Instructing Parties to (i) provide alternative proof of identity; or (ii) confirm any Instructions (including through a mode of communication that is different to the one used to give the Instructions originally).

3.6 Where you or the Instructing Parties have issued multiple Instructions, the Bank shall determine the order of executing such Instructions in its sole discretion.

3.7 The Bank is only required to carry out any Instructions or perform its obligations in the currency in which those obligations are denominated.

3.8 The Bank shall not be liable for accepting and/or acting on any Instruction given by any Instructing Party named as such in the Bank's records at the time the Instruction is received by the Bank.

4 Use of Agents and delegates

4.1 The Bank may use the services of any financial institution or agent, including clearing, settlement or payment intermediaries or correspondent banks, in any location whether in Singapore or elsewhere as the Bank deems fit in connection with the Banking Products and Services or any of your other banking business with the Bank. The provision of services by such parties and the Bank shall be subject to the Applicable Laws in the relevant jurisdictions.

4.2 Such financial institution or agent shall be deemed to be your agent and all charges and expenses that the Bank may incur under this arrangement shall be payable by you and/or deducted from any of your Account(s).

4.3 The Bank may, to the extent legally permitted, delegate, outsource or subcontract any part of the Bank's banking operations or its performance of any part of the Banking Products and Services (including carrying out Instructions) to any Member of the Bank's Group or a third party in any jurisdiction.

PART C: ACCESS SECURITY

5 Access Credentials and Personal Credentials

5.1 You and your Users are solely responsible for protecting the security of the Access Credentials, Personal Credentials or other login credentials ("**Credentials**") which are used to access:

(a) the Electronic Platforms and Electronic Services; and

(b) any third party or government sites, services or products which facilitate the access or use of the Electronic Platforms and/or Electronic Services.

5.2 You shall (and shall procure that your Users) adopt all necessary security measures and abide by the Electronic Platform Terms or other directives, guidelines and standards relating to the security of the Credentials as the Bank may notify to you.

5.3 The Bank may change, de-activate or revoke the use of any Credentials in its sole discretion without providing any prior notice or reasons to you. The Bank shall not be liable for any Loss incurred by you in connection with such change, deactivation or revocation.

6 Biometric Credentials

6.1 The Electronic Platforms or Electronic Services may feature or allow the use of biometric credentials (including faces, fingerprints or other biometric features) in such manner as the Bank may deem appropriate.

6.2 Where you or your Users have opted to or are required to use biometric credentials, you acknowledge and accept that:

(a) there are risks associated with the accuracy, reliability and availability of using biometric credentials to identify or authenticate a person; and

(b) unauthorised persons may gain access to any device or application secured with your Users' biometric credentials to transmit Instructions to the Bank.

To the extent legally permitted, you agree to assume all risks (including those described in this Clause) associated with the use of biometric credentials.

7 Compromised Credentials

7.1 You shall immediately notify the Bank if you are aware (or you have reason to suspect) that your Credentials has been, lost, damaged, stolen, misused or its security has been otherwise compromised in any way.

7.2 You shall immediately remove any person who is no longer authorised by you to act as an Operator by using the relevant processes on the Electronic Platforms.

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7.3 Notwithstanding the Bank being notified as above, you shall be liable for all Instructions given or transactions performed (i) by any person named as an Operator on your record with the Bank at the time the transaction is performed or at the time the Instructions were received by the Bank; or (ii) any other person using the Access Credentials.

7.4 You shall immediately notify the Bank if you have received any data, notice, information or request through the Electronic Services which is not intended for you or your Users. You shall immediately delete the data, notice, information or request in its entirety from all electronic devices that you use to access the Electronic Services.

PART D: PAYMENTS AND CHARGES

8 Interest, Fees and Charges payable by you to the Bank

8.1 You agree to pay all interest, principal, fees, charges and commissions of any nature (including foreign-exchange commission or charges) and any other costs, expenses, Taxes, default interest, and late or overdue fees (including legal fees on a full indemnity basis) in connection with any Banking Products and Services or pursuant to the Customer Documentation, Fee Schedule or as notified to you from time to time ("**Charges**").

8.2 The Bank reserves the right to, in its sole and absolute discretion, change (i) any of its prevailing rates; (ii) the quantum of its Charges (whether stated in the Fee Schedule or otherwise); or (iii) any terms and conditions related to such Charges including the calculation or payment thereof. The Bank shall give prior notice to you of any change and if you continue to use the Banking Products and Services after the notice, you shall be deemed to have agreed to and accepted such changes.

9 Payments, and Moneys owed, to the Bank

9.1 All payments by you shall be made without (and free and clear of any deduction for) set-off or counterclaim.

9.2 You agree to pay all amounts due to the Bank in immediately available funds, free and clear of and without deduction or withholding for, any current or future Taxes (including withholding tax).

9.3 If a deduction or withholding for or on account of tax is required under Applicable Laws, the amount due to the Bank shall be increased by such amount so that the Bank receives the full amount due to the Bank as if there were no deduction or withholding.

9.4 If any goods and services tax or other similar service tax ("**GST**") is payable on any amounts due to the Bank, you agree to pay the Bank such GST amount in addition to the amounts due to the Bank.

10 Rights of the Bank in respect of payments

10.1 **Partial payments:** If Bank receives any payment from you that is insufficient to discharge all the amounts then due and payable to the Bank under any Customer Documentation, the Bank shall apply such payment towards your obligations under the relevant Customer Documentation in such order as the Bank may determine in its sole discretion.

10.2 **Conversions:** Unless otherwise agreed in writing, the Bank, or any intermediary reasonably selected by the Bank, may make any currency conversion in connection with the exercise of its rights and obligations pursuant to any Customer Documentation, using such exchange rates that it reasonably determines.

10.3 **Other rights:** Without prejudice to any of its other rights and remedies, the Bank is entitled to set-off any amounts due to the Bank by you against any amounts due and owing by the Bank to you at any time (without prior notice to you).
For the avoidance of doubt, the reference to "**amounts due to the Bank**" in this Standard Terms shall include all Charges, GST and any Losses the Bank may incur arising out of or in connection with the breach of your obligations under any Customer Documentation or any other agreement and any indemnified amounts owing to the Bank.

PART E: TERMINATION OR SUSPENSION OF BANKING PRODUCTS AND SERVICES

11 Termination or Suspension of Banking Products and Services

11.1 You or the Bank may terminate one or more of the Banking Products and Services made available to you in accordance with the relevant Product Terms. You shall comply with any termination or suspension procedures as set out in those terms or as otherwise notified to you.

11.2 The Bank may at any time terminate or suspend any or all of the Banking Products and Services (or any part thereof) or any Customer Documentation with immediate effect in its sole and absolute discretion and without providing any prior notice or reasons to you.

11.3 You also agree that the Bank may at any time delay, block or refuse to process any transaction (including rejecting or refusing to process any loan disbursement, cancelling any part of a Facility or requiring immediate repayment of all or any loans made available under a Facility), suspend, freeze or close any Accounts or take any other action as the Bank considers appropriate in its sole discretion to meet its obligations under any Applicable Laws and/or if the Bank suspects that:

(a) such transaction may breach any Applicable Laws or the Bank's internal policies, including those relating to anti-money laundering, anti-bribery or anti-corruption, counter-terrorism financing, anti-tax evasion or Sanctions;

(b) such transaction involves, directly or indirectly, any person or country or region subject to Sanctions; or

(c) such transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in any country (including but not limited to any purpose that would violate any Sanctions or that would fund,

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facilitate or finance any activities, business or transactions of, or with, any person or country/region subject to Sanctions).

11.4 Termination shall not affect (a) any rights or liabilities of either party accrued before the effective date of termination, such as your obligation to pay any Charges for the Banking Products and Services provided up to the effective date of termination; or (b) any other provisions of the Customer Documentation which are expressly or by implication intended to continue to remain in force on or after termination or expiry of the applicable Banking Products and Services or Customer Documentation.

11.5 Upon the Bank giving notice to you or receiving notice from you in accordance with this Clause 11 to terminate these Standard Terms or the Banking Products and Services:

(a) you shall immediately upon demand pay the Bank all amounts due to the Bank, including overdrawn amounts (if any) and Charges owed in respect of one or more of the Banking Products and Services; and

(b) no interest shall be paid or payable by the Bank on any unclaimed balances in your Accounts.

PART F: CUSTOMER INFORMATION AND CONFIDENTIALITY

12 Customer Information

12.1 You agree to provide such documentation or information as requested by the Bank in order for it (i) to conduct all anti-money laundering, "know your customer" and other similar procedures that the Bank is required (or deems desirable) to conduct from time to time; (ii) to provide (or to facilitate the provision of) the Banking Products and Services and/or (ii) to comply with any Applicable Laws. You and/or your Users agree to promptly provide the required information or documentation to the Bank or such parties as the Bank may instruct whenever requested by the Bank.

12.2 You shall be responsible for the accuracy, adequacy, completeness and authenticity of all information and documents provided to the Bank or any other party.

12.3 You acknowledge that the Bank and its Associates will rely on the documents and information provided by you (a) without carrying out any independent verification and (b) will treat them as being duly authorised by and binding upon you (even if such information or documents were made or obtained fraudulently).

12.4 You acknowledge that any failure by you to provide accurate or timely information or documentation may result in:

(a) the Bank being delayed in providing, or being unable or having to cease to provide the Banking Products and Services to you;

(b) the Bank having to deem you recalcitrant or reportable; or

(c) the Bank having to take any actions against you in order for it to comply with Applicable Laws.

13 Disclosure of Information

13.1 The Bank agrees to keep any information received under Clause 12 confidential and not to disclose it to anyone, save to the extent permitted under Clause 13.2.

13.2 You and/or your Users expressly and irrevocably consent to and permit the disclosure of any information relating to you, your Users, or any of your Banking Products and Services by the Bank, its employees, agents, officers or any person who in the ordinary course of its work has access to such information:

(a) to any Member of the Bank's Group and each of its officers, directors, employees, auditors, professional advisers, agents, partners, service providers (including data processing services) and sub-contractors such information as the Bank considers appropriate;

(b) to any person:

i to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under any Customer Documentation and, to any of that person's Associates and professional advisers;

ii to whom information is required or requested to be disclosed by any court of competent jurisdiction or any Authority or pursuant to any Applicable Laws;

iii to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;

iv who is a party to any Customer Documentation; or

v with your consent;

(c) to any financial institution or credit agency for the purposes of verifying the information provided by you and/or your Users for the purpose of assessing your financial situation, including, where the Bank is a member of or subscriber for the information sharing services of any credit bureau recognised by the MAS under or pursuant to the Banking Act 1970, to any such credit bureau (and such credit bureau may in turn disclose to any fellow member or subscriber as may be recognised by MAS);

(d) to any broker, custodian, clearing house or depository in connection with any transactions effected by you in connection with the Banking Products and Services;

(e) to any insurer or insurance broker of any Member of the Bank's Group or any direct or indirect credit protection provider to that Member of the Bank's Group (or its brokers) or to any rating agency (including its professional advisers);

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(f) to any person whom the Bank believes in good faith to be your director or other officer, shareholder, partner (in the case of a partnership), guarantor, surety or security provider, Users, auditor or legal advisor;
(g) any person for the purposes of enforcing or protecting the Bank's rights or interests under any Customer Documentation or the Banking Products and Services;
(h) any person in connection with any Insolvency Proceedings relating to you or any other person in connection with the Customer Documentation or the Banking Products and Services; or
(i) to any other person or entity whom the Bank in good faith deems it reasonable to make such disclosure in connection with its operations or the provision of the Banking Products and Services (including any person or entity that has referred or introduced you to the Bank) or the improvement thereof.

13.3 Nothing in this Clause is to be construed as constituting an agreement between you and the Bank for a higher degree of confidentiality than that prescribed in Section 47 of, and in the Third Schedule to, the Banking Act 1970. The Bank's authority to disclose such information shall survive the termination of these Standard Terms and the termination of any Banking Products and Services.

PART G: REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

14 Your Representations, Warranties and Undertakings to the Bank

14.1 You represent and warrant to the Bank that:

(a) **Capacity:** you are entering into the Customer Documentation and using the Banking Products and Services as (i) a business and not an individual; and (ii) not as a trustee or agent of another person.
(b) **Status (Company):** if you are a company, you are duly incorporated and validly existing under the laws of the jurisdiction of your incorporation.
(c) **Status (Partnership):** if you are a partnership, you are duly formed and validly existing under the laws of the jurisdiction of your formation.
(d) **Power and authority:** you have the power and authority to enter into and perform, and have taken all necessary action to authorise your entry into and performance of, the applicable Customer Documentation and the transactions contemplated under those Customer Documentation.
(e) **Binding obligations:** (i) the obligations expressed to be assumed by you in each Customer Documentation, as well as all transactions and arrangements contemplated under a Customer Documentation, constitute legal, valid, binding and enforceable obligations; and (ii) your Users are duly authorised to provide Instructions on your behalf and all such Instructions are binding upon you.
(f) **Non-conflict with other obligations:** the entry into and performance by you of, and the transactions contemplated by, any Customer Documentation do not and will not conflict with (i) any law or regulation applicable to you; (ii) your constitutional documents; or (iii) any agreement or instrument binding you or any of your assets**.**
(g) **Validity and admissibility in evidence:** all authorisation required or desirable (i) to enable you lawfully to enter into, exercise your rights and comply with your obligations in the Customer Documentation; (ii) to make the Customer Documentation admissible in evidence in your jurisdiction of establishment; and (iii) to apply for, access or use the Banking Products and Services have been obtained or effected and are in full force and effect.
(h) **No misleading information:** all information supplied by you or your Users was true, complete and accurate in all material respects as at the date it was given and was not misleading in any respect.
(i) **Complete information:** you have fully disclosed to the Bank all information and particulars necessary for the Bank to provide the Banking Products and Services and any other transactions or arrangements contemplated by the Customer Documentation to you.
(j) **Choice of governing law and enforcement:** the choice of Singapore law as the governing law of each applicable Customer Documentation will be recognised and enforced in your jurisdiction of establishment; and (ii) any judgment obtained in Singapore in relation to a Customer Documentation will be recognised and enforced your jurisdiction of establishment.

14.2 These representation and warranties are deemed to be made by you (i) on and from the date these Standard Terms take effect and (ii) on every day thereafter, until such time that all Customer Documentation has terminated or expired; and (iii) by reference to the facts and circumstances then existing on the dates in (i) and (ii).

14.3 You undertake to the Bank that:

(a) you shall comply with all Applicable Laws you are subject to, and to take all steps and to provide all assistance, information, documents and records as the Bank may require for it to comply with all Applicable Laws; and
(b) (i) you shall not transact any business or activities through any Account or Service, that directly or indirectly involve or benefit any person or entity located in a Sanctioned Jurisdiction/Region or, with any jurisdiction, state, entity, vessel or individual, designated as a Sanctioned entity or that is subject to Sanctions, and (ii) you shall notify the Bank immediately if this undertaking becomes, or is likely to become, untrue or inaccurate in whole or in part, at any time.

15 Partnership Acknowledgments

15.1 In respect of any Banking Products and Services provided to a partnership, you acknowledge and agree that:

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(a) all members of the partnership shall be jointly and severally responsible and liable to the Bank for all moneys owing and liabilities incurred by them or any of them whether in the name of or on behalf of the partnership firm or otherwise; and

(b) no alteration in the composition or constitution of the partnership by the death, bankruptcy, retirement and/or admission of one or more partners otherwise shall affect the authority given to the Bank in any way. The Bank shall be entitled to treat the surviving or continuing partner(s) for the time being as having full power to carry on the business of the partnership firm and to deal with its assets, as if there had been no change in the partnership.

16 When to inform the Bank

16.1 You undertake to provide to the Bank in writing:

(a) promptly upon becoming aware of them:

i details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against you;

ii the details of any judgment or order of a court, arbitral body or agency which is made against you; and

iii details of any Insolvency Proceedings against you or any petition filed or resolution passed for such proceedings;

(b) promptly, if you cease or threaten to suspend or cease to carry on the whole or any part of your business;

(c) promptly, such further information regarding your financial condition, business, management and operations or any other information as the Bank may reasonably request; and

(d) promptly, any change in the information previously provided to the Bank so that the information the Bank has on record is correct, up to date and complete (including any change in (i) your contact details, name, constitution, tax residency, jurisdiction of incorporation, (ii) your Users, directors, partners, Owner, or beneficial owners ("**Relevant Persons**"), or (ii) the contact details or particulars of your Relevant Persons).

16.2 The Bank may take a reasonable period of time to process any changes notified by you and to reflect these in its records. In the meantime, the Bank is authorised to continue to:

(a) process any Instructions or communications given by the Instructing Parties listed on the Bank's record at the time such communications are given;

(b) accept any approvals given by any Authorised Persons or, where applicable, the Keyman listed on the Bank's records at the time such approvals are given; and

(c) send statements, advices, confirmations, notifications or any other communications to you and/or your Operators using the email addresses, mobile phone numbers or other contact details on the Bank's records at the time such communications are sent.

PART H: INDEMNITIES AND LIMITATION OF LIABILITY

17 Indemnity

17.1 You shall promptly indemnify any Member of the Bank's Group and its employees, officers, agents and representatives ("**Indemnified Parties**") on a full indemnity basis from and against any and all Loss incurred or suffered by any Indemnified Party arising out of or in connection with (i) the provision, use, termination or suspension of the Banking Products and Services (or any proposed provision or use); or (ii) the entry into, performance or enforcement of any Customer Documentation or any other applicable agreement; or (iii) your breach of any terms of the Customer Documentation, except to the extent such Losses are directly caused by gross negligence or wilful misconduct of such Indemnified Party.

17.2 For the avoidance of doubt, the indemnity above applies to any Losses incurred or suffered by any Indemnified Party relying, acting, or omitting to act on, any Instructions given or purported to be given by you, your Instructing Parties or any other person (including any person as described in Clause 7.2).

17.3 The indemnity under this Clause shall not in any way be prejudiced or affected by the termination or suspension of any Banking Products and Services or any Insolvency Proceedings against you, your Associates or any of the assets of the aforementioned.

18 Limitation of Liability

18.1 To the maximum extent legally permitted, the Indemnified Parties shall not under any circumstances be liable to you or your Associates (whether directly or indirectly, in contract, tort, statute or otherwise) in respect of any Loss incurred by you or your Associates in connection with (a) any Customer Documentation, (b) any Banking Products and Services, or (c) any act, statement (express or implied), default or omission of any Indemnified Party or its service providers, except and to the extent that such liability is (i) primarily caused by that Indemnified Party's gross negligence or wilful misconduct; and (ii) this is finally determined by a court of competent jurisdiction.

18.2 For the avoidance of doubt, no Indemnified Party shall be liable to you or your Associates for (i) any consequential, indirect, incidental, punitive or special damages of any nature or in respect of any loss of revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any tangible property; or (ii)

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the acts, omissions or default of any third parties (including any financial institutions or agent referred to in Clause 4.1), or for the non-delivery, loss or destruction of any Instruction or other item in transit to or in the possession of any third parties, and any other loss or damage incurred by you in connection with the above.

19 Force Majeure

If the Bank is prevented from or delayed in providing any Banking Products and Services or performing any or all of its obligations under any Customer Documentation or any applicable agreement (including effecting any Instructions) by reason of Force Majeure, the Bank shall have no liability in respect of the performance or non-performance of such obligations in the following periods (i) for so long as the Force Majeure event continues, and (ii) (where applicable) for as long as the effects of the Force Majeure event continues to prevent the Bank from performing its obligations or providing the Banking Products and Services.

PART I: COMMUNICATIONS

20 Notices and Communications

The Bank's communications with you

20.1 The Bank may communicate with you, your Users and/or other associated persons by: (a) using the Electronic Services, (b) e-mail using the email addresses on record with the Bank, (c) SMS using the mobile phone numbers on record with the Bank, (d) by letter by mailing addresses on record with the Bank, or (e) such other means as the Bank may notify to you. The Bank may also send any notice and/or other communication to you by posting it on the Bank's Website, or communicating it through the press, radio, television, internet or any other media as the Bank may determine.

20.2 Any communication from the Bank to you will be effective from:

(a) if sent via the Electronic Services – at the time it is sent;
(b) if sent by e-mail – at the time it is sent to your and/or your Operator's email address;
(c) if sent by SMS – at the time it is sent to your and/or your Operator's mobile phone;
(d) if sent by way of letter – at the time it has been left at the relevant address or one Business Day after being deposited in the post postage prepaid in an envelope addressed to it at that address;
(e) if posted on the Bank's Website – at the time it is posted; and
(f) if made through the press, radio, television or internet – at the time it is made.

Your communications with the Bank

20.3 You shall communicate with the Bank using the communication channels prescribed by the Bank, including via the Electronic Services, the Electronic Platforms or contacting the Bank at the contact number published by the Bank on the Electronic Platforms.

20.4 The Bank will not be deemed to have received a communication from you unless it has been recorded as having been received by the Bank using the above communication channels.

20.5 Neither party shall be responsible for any delay, interception, loss or failure of any communication to reach the other party.

PART J: GENERAL

21 Recording, Statements and Records

21.1 You acknowledge and agree that the Bank may record all in-person conversations, telephone, internet-enabled or video calls or any other electronic or non-electronic communication with your Users or Associates, (as applicable). You agree to be bound by the recordings as conclusive proof of such communications. The Bank may retain such recordings as its property and use them as it sees fit, including as evidence in any proceedings against you or any person.

21.2 You accept that:

(a) any letter, statement, Statement (as defined in the Account Terms), transaction notification, notice or other document stating or certifying any amounts payable to the Bank under the Customer Documentation;
(b) any other certificate, determination or opinion of the Bank; and
(c) the Bank's records of all Instructions, communications, transactions, payment method or instructions relating to any Banking Products and Services,

shall (in the absence of manifest error) be final, conclusive and binding on you for all purposes and can be used as evidence in any court proceedings as proof of their contents. You will not dispute the accuracy nor the authenticity of the contents of any of the above merely on the basis that they were digitally produced or stored or are the output of a computer system (including in the form of scanned, electronic data or images), and waive any right (if any) to so dispute.

21.3 In any litigation or arbitration proceedings arising out of or in connection with a Customer Documentation, the entries made in the accounts maintained by the Bank are, on the face of it, evidence of the matters to which they relate.

22 Electronic Execution

22.1 You agree that any Customer Documentation or any other document submitted, signed, executed or otherwise entered into or agreed by you, or any of your Users using click-to-accept, electronic signatures, digital credentials or other electronic means ("**Electronic Execution**") shall be deemed to be duly signed, executed or accepted by you and shall be given the same effect as though the document was signed by you in wet-ink.

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22.2 You further confirm that (a) your use of Electronic Execution is recognised under Applicable Laws; (b) your use of Electronic Execution does not violate, breach or conflict with under any Applicable Laws, judgments, contracts or other instruments binding on you, your Users or your constitutional documents; (c) any document signed, executed or accepted using Electronic Execution is legally valid, binding and enforceable against you; and (d) the Bank may rely on such Electronic Execution.

23 Administration

23.1 **Assignment and transfers:** You shall not grant any security interest over, or assign or transfer any of, your rights or obligations under any Customer Documentation to any third party without the Bank's prior written consent. You agree that the Bank may assign or transfer all or any of its rights and obligations under or in connection with any Customer Documentation.

23.2 **Amendments:** The Bank may at any time in its sole discretion amend any Customer Documentation by providing you with reasonable notice of such amendments. Such notice may be given through the Bank's Electronic Platforms or such other means of communication as the Bank may notify to you. If you continue to use or maintain the Banking Products and Services after the amendments take effect, you shall be deemed to have accepted the amendments.

23.3 **Remedies and waivers:** No failure to exercise, nor any delay in exercising, on the part of the Bank, any right or remedy under any Customer Documentation shall operate as a waiver of any such right or remedy or constitute an election to affirm any Customer Documentation. No election to affirm any Customer Documentation on the part of the Bank shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in any Customer Documentation are cumulative and not exclusive of any rights or remedies provided by law.

23.4 **Partial invalidity:** If, at any time, any provision of a Customer Documentation is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

23.5 **Third parties' rights:** Unless expressly provided to the contrary in any Customer Documentation, a person who is not a party to the Customer Documentation has no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce or enjoy the benefit of any term in the Customer Documentation, except that each Member of the Bank Group and each Indemnified Party shall have the right to enforce the relevant rights or benefits (including as set out in the indemnity provisions) in the relevant Customer Documentation against you directly.

24 Governing law and enforcement

24.1 These Standard Terms shall be governed by and construed in accordance with Singapore law. The courts of Singapore have exclusive jurisdiction to settle any dispute arising out of or in connection with these Standard Terms (including any dispute regarding the existence, validity or termination of these Standard Terms).

24.2 In the event of any conflict arising between the English version and non-English versions (if any) of any Customer Documentation, the English version of that Customer Documentation shall prevail.

PART K: DEFINITIONS

25 Definitions

25.1 The following definitions apply, unless the context otherwise requires:

(a) "**Access Credentials**" means (i) any form of identification, login credentials, token or device (whether electronic or otherwise) made available by the Bank for you and/or your Users to access and use (where applicable) the Electronic Platforms, Electronic Services or the Banking Products and Services and/or to facilitate any actions (including Instructions) in connection thereto, including any password, security code, PIN or such other identity number; and (ii) any biometric credentials of your Users (including their faces, fingerprints or other biometric features).

(b) "**Account**" means each account opened by you with the Bank (including any sub-accounts thereunder) including an ANEXT Business Account.

(c) "**Account Terms**" means the terms and conditions applicable to one or more Accounts and the Accounts-related Services provided by the Bank to you.

(d) "**Applicable Laws**" means all applicable laws, rules, regulations, orders, rulings, directives, circulars, guidelines, request, sanction, embargo, restriction of or agreement with any Authority; any general commercial and regular banking practices (whether or not having the force of law); and any rules of any stock exchange.

(e) "**Application**" means your application for one or more Banking Products and Services, duly completed and submitted by you through the Bank's Electronic Platforms or such other means as the Bank may permit, including any and all documents and consents required by the Bank in connection with the application.

(f) "**Application Terms**" means the terms and conditions applying to any Application made by you, as set out at https://www.anext.com.sg/static/terms/applicationterms.

(g) "**Associates**" in respect of an entity means its (a) officers, directors, employees, representatives and agents; and (b) its affiliates (if any) and each of their respective officers, directors, employees, representatives and agents.

(h) "**Authorised Person**" means a person for the time being authorised by you or under any Applicable Laws to sign, execute or otherwise enter into any agreement or document for and on your behalf and accepted by the Bank as such, such as your directors, partners or Owners.

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(i) "**Authority**" means any governmental, administrative, regulatory, supervisory, quasi-governmental self-regulatory body or authority or court or tribunal having jurisdiction over (or regulates, oversees or supervises) any Member of the Bank's Group or Customer.

(j) "**Bank's Mobile App**" means the Bank's mobile phone application or other interfaces installed on your and/or an Operator's mobile phone or communication device and through which the Banking Products and Services are made available to you.

(k) "**Bank's Website**" means https://www.anext.com.sg or such other website as notified by the Bank to you from time to time and through which the Banking Products and Services are made available to you.

(l) "**Banking Products and Services**" means any product or service provided or made available (or to be provided or made available) to you by the Bank including the Services, Account and Facilities and the use and provision of which are governed by this Standard Terms and the applicable Customer Documentation.

(m) "**Business Day**" means a day (other than a Saturday, Sunday or public holiday) on which banks in Singapore are open for general banking business and in relation to any date for payment in, or purchase of, a currency, a day on which banks are open for general banking business in the principal financial centre of the country of that currency (save for the euro, in which case, a Business Day shall be a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system is open for the settlement of euros).

(n) "**Charges**" has the meaning given to in Clause 8.1.

(o) "**Customer Documentation**" has the meaning given to it in Clause 1.1.

(p) "**Electronic Platforms**" means the Bank's Website, the Bank's Mobile App and any other electronic platform, channel or other electronic means that the Bank may make available to you to use the Electronic Services.

(q) "**Electronic Platform Terms**" means the terms and conditions applicable to your use of the Bank's Electronic Platforms made available on the Bank's Website, as currently set out at https://www.anext.com.sg/static/terms/electronicplatformterms&conditions.

(r) "**Electronic Services**" means the banking and such other services provided by the Bank to you via the Electronic Platforms and/or electronic devices, including the online banking platform (by logging in to the Bank's Electronic Platforms), electronic and SMS reminders and/or notifications, and other electronic banking services.

(s) "**Facilities**" means the loan facilities and such other facilities as may be made available by the Bank to you.

(t) "**Fee Schedule**" means the document setting out the details on the fees, charges and commissions applicable to the Accounts, Facilities and/or the Services made available on the Bank's Website, as currently set out at https://www.anext.com.sg/static/terms/feeschedule.

(u) "**Force Majeure**" means an event beyond the reasonable control of the affected party, including but not limited to any spread or contamination of infectious diseases or epidemics, any natural disaster, catastrophe, act of God or sovereign act, any stalling, malfunction or interruption of transmission or power, communication or computer facilities or system, any restrictions, conduct, regulations, orders, decrees, refusal to grant any license or permit, change of policy or implementation of an injunction or measures of any government or regulatory agency, or any military coup or capture of power, any obstruction, war, aggression, hostile acts, riots, terrorist activities, sabotage or other prohibition, blockades, bad weather, rebellion, strikes, industrial actions, and any material changes in financing, financial, political or economic conditions, or implementation of foreign exchange or capital controls, or suspension of or restriction on currency exchange or remittances in Singapore or elsewhere.

(v) "**Insolvency Proceedings**" means, in relation to a person, any corporate action, legal proceedings or other procedure or step has been taken in relation to: (i) suspension of payments, a moratorium of any of its indebtedness, winding-up, dissolution, administration, judicial management, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) applying to it; (ii) a composition, compromise, assignment or arrangement with any of its creditors; (iii) the appointment of a liquidator, receiver, administrator, judicial manager, administrative receiver, compulsory manager, provisional supervisor or other similar officer in respect of it or any of its assets; or (iv) enforcement of any security over any of its assets, or any analogous procedure or step is taken in any jurisdiction.

(w) "**Instructing Party**" has the meaning given to it in Clause 3.1.

(x) "**Instruction**" means any assent, communication, instruction, order, message, data, application, record, document, request or information received by the Bank for or in connection with the Banking Products and Services.

(y) "**Loan Terms**" means all terms and conditions applicable to the Facilities or documents governing the use and provision of the Facilities which include the Loan Terms (Pay-Per-Use), Loan Terms (Pay Monthly) and the documents which supplement them.

(z) "**Loss**" means all losses (whether direct, indirect, consequential, special or punitive), damages, actions, proceedings, claims, liabilities (whether contingent or otherwise), fees and charges (whether stated in a fee schedule or otherwise), costs and expenses (including Taxes and legal costs on a full indemnity basis) of whatever nature and howsoever arising.

(aa) "**MAS**" means the Monetary Authority of Singapore.

(bb) "**Member of the Bank's Group**" means the Bank, its holding company and related corporations, its affiliates and their respective subsidiaries (including any branches and representative offices of each of the above persons in any jurisdiction), as well as any successors and assigns.

(cc) "**Operator**" means a person authorised by you to operate or access the Electronic Platforms and/or provide Instructions or receive information relating to the Banking Products and Services, and may include an Authorised Person.

(dd) "**Owner**" has the meaning given in the definition of "Sole Proprietorship" below.

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(ee) "**Personal Credentials**" means an individual's personal identification credentials or biometric credentials (including birth dates, NRIC numbers or other national identification or registration details).
(ff) "**Privacy Policy**" means the Bank's privacy policy available on the Bank's Mobile App and/or the Bank's Website at https://www.anext.com.sg/static/terms/privacypolicy.
(gg) "**Product Terms**" means the terms and conditions applicable to the Banking Products and Services and includes the Account Terms and the Loan Terms.
(hh) "**Sanctioned Jurisdiction/Region**" means Cuba, Iran, the Crimea, Donetsk People's Republic ("**DNR**") and Luhansk People's Republic ("**LNR**") regions of Ukraine, North Korea and Syria.
(ii) "**Sanctions**" means any economic or financial sanctions, trade embargoes, export controls and anti-boycott laws and regulations and related regulations, rules or restrictive measures administered, enacted or enforced from time to time by: (i) the United Nations Security Council, (ii) the People's Republic of China, (iii) the Monetary Authority of Singapore, (iv) the United States government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (v) any other relevant government authority (including, for the avoidance of doubt, such government authority having jurisdiction over (A) you and/or the Bank (whether based on jurisdiction of incorporation or place of trade, business or other operational activities) or (B) the Banking Products and Services or any other transactions contemplated by any Customer Documentation.
(jj) "**Services**" means the Electronic Services, Account or Facility related Services and other banking services and/or products (including promotional offers) as may be provided by the Bank to you from time to time.
(kk) "**Sole Proprietorship**" means a business that is owned and controlled by an individual ("**Owner**") where the sole proprietorship is not a separate legal entity from the Owner and the Owner has unlimited liability in respect of the debts and losses of the sole proprietorship. The sole proprietorship can sue or be sued in the name of the Owner.
(ll) "**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).
(mm) "**Users**" means (A) the Authorised Persons, (B) the Operator and (C) where the Bank has extended a Facility to you, the Keyman.

25.2 **Interpretation**

In this document:

(a) words importing the singular include the plural and vice versa;
(b) "**includes**" and "**including**" are not words of limitation and will be interpreted to mean "including without limitation";
(c) "**person**" includes an individual, partnership, company, corporation, firm, joint venture, government, state or agency of a state, consortium, trust, association or other bodies of persons, or other entity (whether or not having separate legal personality), and such person's successors, assigns, transferees or other persons authorised to take over such person's legal rights;
(d) a "**Customer Documentation**" or any other agreement, instrument (including any policies or terms and conditions) is a reference to that Customer Documentation or other agreement or instrument as amended, novated, supplemented, extended or restated;
(e) "**including**" shall be construed as "including without limitation" (and cognate expressions shall be construed similarly);
(f) any reference to a Clause is to a Clause in this Standard Terms (unless expressed otherwise);
(g) a provision of law is a reference to that provision as amended or re-enacted;
(h) headings are for convenience only; and
(i) unless a contrary indication appears, any reference in the Customer Documentation to a time of day is a reference to Singapore time.

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