



Please complete the Application Form and email to customer.assistance.sg@citi.com

To: Citibank Singapore Limited (“Citibank”)

I wish to apply for the Special Financial Relief Program for Citibank Credit Card and/or Ready Credit customers (“Relief Plan”). By signing below:

- I agree that I have read, understood and agree to the terms governing the Relief Plan (“Terms”) as set out below and confirm that the information provided below is accurate, and will supersede the current information in Citibank’s records.
- I am providing consent to be contacted by Citibank in relation to this application where further details of the Relief Plan will be discussed.
- I acknowledge that my application for the Relief Plan is subject to Citibank’s approval at its discretion.
- I agree that if my application for the Relief Plan is approved:
 - (i) There is no free look period.
 - (ii) I will not be able to utilize any of my Unsecured Facilities (as defined in the Terms), including any supplementary cards which I hold in the capacity of a supplementary cardholder with another main cardholder. Citibank may send the Approval Letter or any other communication relating to the Relief Plan, to me at my mailing and/or email address in Citibank’s records. All Credit Shield/Credit Insure Gold and all rewards (in any loyalty currency) in my credit card facilities will be forfeited.
 - (iii) Interest and late fee charges (as set out in the Terms) are applicable if I miss my Total Minimum Payment Amount by the Payment Due Date.

Information requested (please provide):

Nationality/Resident status : Singaporean Permanent Resident of Singapore Others
(Please tick)

Telephone number : _____ (HP) _____ (H) _____ (O)

Email address : _____

Employer/Company Name : _____

Job Title/Position : _____

Monthly Salary before 1 Feb 2020 : _____ Monthly Salary After 1 Feb 2020 : _____

Employment status : Salaried/Variable income earner Self-Employed Unemployed
(Please tick)



Documents required (*please provide*):

- A) Income proof before 1 Feb 2020 and after 1 Feb 2020
- B) Termination letter from your previous company, if any, for unemployed.

My preferred tenure for all the Term Loan(s) (as defined in the Terms above) under the Relief Plan is

1 / 2 / 3 / 4 / 5* years (please circle as appropriate).

Signature: _____

NRIC No. _____

Name: _____

Date: _____

For your personal data protection, you should encrypt any confidential documents with password before sending to us, to prevent any unauthorised access of the same. Kindly send your password to us through an alternative channel. For the avoidance of doubt, any unencrypted documentation sent to us will still be used to process your application. Please be advised that the Bank is not liable for any loss or damage suffered by you in connection with your use of email to provide us your confidential documents.

TERMS GOVERNING THE SPECIAL FINANCIAL RELIEF PROGRAM (UNSECURED) FOR CITIBANK CREDIT CARD AND/OR READY CREDIT CUSTOMERS

1. The **Special Financial Relief Program (Unsecured) for Citibank Credit Card and/or Ready Credit customers** (“Relief Plan”) offered by Citibank Singapore Limited (“Citibank”, the “Bank”, “we”, “our” and “us”) is subject to these terms and conditions (“Terms”). Where your application for a Relief Plan is approved by us, your Unsecured Facilities (defined below) will be converted into one or more term loans (“Term Loan(s)”).
2. “Unsecured Facilities” refer to all outstanding and posted amounts on your unsecured credit facilities with the Bank at the date which your Term Loan(s) is booked including all your Citibank credit card, supplementary credit card and Citibank ReadyCredit facilities, if any, but excluding 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. The Unsecured Facilities do not take into account any transactions which are pending and not yet posted on your Citibank credit card and Citibank Ready Credit facilities and these transactions will be billed at the prevailing interest rate of the account on which the Term Loan is booked and reflected in the Total Minimum Payment amount. For the avoidance of doubt, the Unsecured Facilities will include any supplementary Citibank credit card(s) which you hold in your capacity as a supplementary cardholder(s) with another main cardholder.
3. The decision to approve your application for the Relief Plan is in the Bank's discretion. The Bank may require you to provide such information and documentation as the Bank may determine in order to decide whether to approve your application.
4. You authorise the Bank to obtain and verify any information about you as we deem fit in your absolute discretion and I consent to your disclosure to any third party as you deem fit in your absolute discretion any information relating to you or to any of your account(s) held with the Bank at any time.
5. You warrant and represent that all information given in this application and in any documents enclosed with this application is true and accurate and confirm that at the time of this application that you are not an discharged bankrupt and there has been no statutory demand served on you nor legal proceedings commenced against you.
6. You confirm that you have met the following eligibility criteria for the Relief Plan at the point of application:
 - (a) You are a Singaporean or Permanent Resident of Singapore;
 - (b) You have lost at least 25% of your income after 1 February 2020 due to COVID-19 and have provided/will provide documentation evidencing the same, to the satisfaction of the Bank; and
 - (c) You have repayments under your Unsecured Facilities that are between 30 and 90 days past due; and
 - (d) You are not on any existing debt repayment or restructuring programme with Citibank.

7. You acknowledge that upon approval of the Relief Plan:
- (a) all your Unsecured Facilities will be converted into one or more Term Loan(s) and you will not be able to utilise any of your Unsecured Facilities even if you had available credit limit prior to the conversion. Where you have more than one Citibank credit card, your Term Loan will be booked in the Citibank credit card with the largest outstanding balance as at the time of booking of the Term Loan (“Designated Credit Card Account”). The Designated Credit Card Account will be suspended and all your other Citibank credit card accounts and supplementary credit card accounts will be terminated, as well as any supplementary cards which you hold in your capacity as a supplementary cardholder(s) with another main cardholder. Where your Term Loan is booked in a Citibank Ready Credit account, such Ready Credit account will be suspended;
 - (b) in connection with clause 7(a) above, if you had applied for insurance coverage under Credit Shield/Credit Insure Gold in respect of any of your Unsecured Facilities, such insurance coverage will be terminated;
 - (c) if your Unsecured Facilities include any facilities extended under our Citibank balance transfer program, please note that the effective interest rate that is applicable to the Term Loan(s) may be higher than the effective interest rate applicable to our Citibank balance transfer program;
 - (d) if there are existing monthly GIRO payment arrangements/recurring payment arrangements/ standing instructions to make payments to or from any of the Unsecured Facilities, these payment arrangements will be terminated. You will need to make payments to Term Loan separately or establish a new payment arrangement in respect of the Term Loan as well as to make alternative payment arrangements for your bills;
 - (e) any rewards under any loyalty currency (including Citi ThankYouSM Points or Citi Miles) or rebates in respect of any of your Citibank credit card account(s) will be forfeited. You acknowledge that you will not hold us liable if you fail to redeem your rewards prior to their forfeiture; and;
 - (f) these Terms shall be in addition to the terms and conditions stated in the relevant cardmember’s agreement in respect of the Designated Credit Card Account and/or the relevant Citibank Ready Credit customer’s agreement (“Agreement(s)”). In the event that any of these Terms conflicts with the Agreement, then these Terms shall prevail and such inconsistent terms in the Agreement(s) shall continue to apply with such modifications and variation necessary to accommodate the Terms.
8. Term Loan(s)
- (a) Tenure: The tenure of the Term Loan shall be as stated in the Approval Letter which shall not be more than 5 years unless otherwise determined by us. Where there is more than one Term Loan, all Term Loans shall have the same tenure.
 - (b) Payment: In respect of each Term Loan, you shall make prompt payment of the total minimum payment amount as set out in your statement of account (“Total Minimum Payment Amount”) on or before the payment due dates as set out in your statement of

account (“Payment Due Date”) until full payment of all outstanding amounts on the Term Loan(s) has been received by us. Where you have two Term Loans, you shall receive two statements of account per month and you shall make prompt payment of the Total Minimum Payment Amount on or before the Payment Due Dates as set out these statements. You agree that you remain liable for any interest accrued in accordance with the cardmember’s/Ready Credit customer’s agreement which is applicable to the Designated Credit Card Account/Ready Credit Account on which your Term Loan(s) is booked, until the time when your Term Loan(s) is booked on the Designated Credit Card Account/Ready Credit Account. Such accrued interest which includes any interest charges accumulated daily in respect of any current balance(s) and any unpaid transactions. Further, such accrued interest will not be part of your Term Loan(s) and will be billed on the first statement of account in respect of your Term Loan(s) and will, together with the first installment of your Term Loan(s), form the total minimum payment amount to be paid by the payment due date. For the avoidance of doubt, for those Credit Card account(s) which were terminated in connection with your application for your Term Loan, you will continue to be liable for any interest and charges accrued on such Credit Card account(s) in accordance with the relevant cardmember’s agreement.

- (c) Interest: You shall pay interest on all outstanding amounts on the Term Loan(s) at such rate(s) indicated in the Approval Letter with effect from the commencement date of the Term Loan(s) as set out in the Approval Letter. The Effective Interest Rate (“EIR”) which is the interest rate used to compute the monthly interest amount for the Term Loan is fixed at 8% per annum. All interest shall be payable before as well as after judgment.
- (d) Default Interest and Late Charges:
 - (i) Missed payment for One Month: If the Total Minimum Payment Amount due on your Term Loan is not paid in full by the Payment Due Date, you shall pay interest at the same prevailing effective interest rate of 8% per annum applicable to the account on which your Term Loan was booked on such unpaid amount, late charges and interest charges levied, until the date of full payment **and** (ii) a late charge of S\$100 per Term Loan or such other amount determined by us; and
 - (ii) Missed payment for Four Consecutive Months: If the Total Minimum Payment Amount Due on **any of your Term Loans** is not paid in full for 4 consecutive months, **all your Term Loans shall be immediately terminated without further notice to you and the entire outstanding balances on all your Term Loan(s) shall be immediately due and payable by you.** In such an event, you shall pay, in respect of all of your Term Loans, (i) interest at the same prevailing interest rate of 8% per annum applicable to the account on which your Term Loan was booked on such unpaid amount until the date of full payment of all outstanding amounts under all your Term Loan(s) **and** (ii) a late charge of S\$100 per Term Loan or such other amount determined by us.

For your Term Loan booked on the Designated Credit Card Account, if the interest accrued on the outstanding balance is less than S\$3, a minimum of S\$3 will be charged.

For your Term Loan booked on your Ready Credit Account, if the interest accrued on the outstanding balance is less than S\$5, a minimum of S\$5 will be charged

- (e) No Prepayment fee: You can prepay a Term Loan in full at any time and will not be required to pay a prepayment fee. Where you have more than one Term Loan, you can prepay one of your Term Loans in full and you will need to continue servicing the monthly repayments of the other Term Loan(s).
- (f) No Partial Prepayment of a Term Loan: You cannot partially prepay a Term Loan.

9. Payments

- (a) You shall repay all outstanding amounts on all the Term Loan(s) in accordance with these terms.
- (b) 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.
- (c) We shall have absolute power and authority to do any of the following as we deem fit and without notice to you:
 - (i) 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 of these terms; and
 - (ii) combine or consolidate the Term Loan(s) 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.

10. Termination by Us

Without prejudice to any other rights or remedies we have, we may immediately terminate the Term Loan if any of the following events of default (collectively, the "Events of Default") occurs:

- (a) you threaten to breach or have breached any of these Terms or any other 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 or regulation;
- (e) **you fail to pay the monthly repayment amount on any of your Term Loans for four consecutive months;**
- (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 Term Loan(s);
 - (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 these Terms; and/or
 - (iv) for whatever reason, it is no longer possible for us to provide the Term Loan(s); and
 - (v) 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.

Upon termination, the outstanding amounts on the Term Loan(s) shall immediately become due and payable, including late fees, interest charges which will be charged in accordance with clause 8(d)(ii) above and legal costs where applicable, and you must pay the outstanding amounts on the Term Loan(s) 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 amounts on the Term Loan(s).

11. Termination by You/ Full Repayment of your Term Loan(s)

- (a) Partial Prepayment of a Term Loan is not allowed. You may terminate the Term Loan by giving us prior notice of 30 days and making full payment of all the outstanding amounts on the Term Loan. If you have more than one Term Loan, you can choose to make full prepayment of one of the Term Loans and not the other.
- (b) In the event that you make full repayment of the Term Loan(s) before the relevant tenure, no prepayment fee will be charged.
- (c) Upon full repayment of your Term Loan(s), your previously terminated Unsecured Facilities will not be reinstated. You would need to make a fresh application for any unsecured facilities from us which would require you to furnish the necessary income documentation and such other documentation as we may reasonably require. Any applications are subject to the Bank's approval at our discretion.

12. Release of Information

- (a) Without prejudice to our rights under clause 12 (c) below, to the extent not prohibited by applicable laws and regulations, you authorize the transfer and disclosure of any information relating to you, your Relief Plan (including the Term Loan(s)) and/or any of your account(s) with us (including information we obtain from third parties such as any credit bureau under or pursuant to the Banking Act, to and between us, Citibank, N.A.'s branches, subsidiaries, representative offices, affiliates and agents and third parties selected by any of them or us, wherever situated, for confidential use (including for use in connection with the provision of any products or services to you and for data processing, statistical and risk analysis purposes, global cash services and dealings in securities on the Singapore Exchange Securities Trading Limited and any other relevant authorities and agencies pertaining thereto). We and any of Citibank, N.A.'s branches, subsidiaries, representative offices, affiliates, agents or third parties selected by any of them or us, shall

be entitled to transfer and disclose any information as may be required by applicable laws and regulations, court, regulator or legal process.

- (b) Without prejudice to the generality of the foregoing, where we are a member of, or subscriber for the information sharing services of, any credit bureau recognized by the MAS under or pursuant to the Banking Act (Chapter 19), you expressly authorize us:
 - (i) to transfer and disclose to any such credit bureau; and
 - (ii) any such bureau to transfer and disclose to any fellow member or subscriber of such bureau,any information relating to you, your Relief Plan (including the Term Loan(s)) and/or any of your account(s) with us (and for such purposes) as may be permitted under or pursuant to the Banking Act (Chapter 19).

- (c) For the purpose of complying with applicable US tax laws and/or any applicable laws or regulations, you waive any bank secrecy, privacy or data protection rights related to you, your Relief Plan (including the Term Loan(s)) and/or any of your account(s) with us.

- (d) You agree that the submission of your Relief Application Form shall constitute written permission from you for any such disclosure for the purposes of Section 47 and the Third Schedule of the Banking Act (Chapter 19) or for any other disclosure imposed by any applicable law or regulation.

- (e) You hereby consent, in connection with any, or any proposed, novation, assignment, transfer or sale of any of our rights and/or obligations with respect to or in connection with your Relief Plan (including the Term Loan(s)) and/or any of your account(s) with us and/or these Terms to any novatee, assignee, transferee, purchaser or any other person participating or otherwise involved in such, or such proposed transaction, to the disclosure, to any such person, by us, of any and all information relating to you, your Relief Plan (including the Term Loan(s)) and/or any of your account(s) with us, these Terms and any security, guarantee and assurance provided to secure your obligations thereunder and any other information whatsoever which may be required in relation thereto.

- (f) You agree to the terms of, and that we may collect, use and disclose personal data in the manner and for the purposes as described in our personal data protection policy which explains the purposes for our collection, use and disclosure of personal data (as defined under the Personal Data Protection Act of Singapore), and which is available on our website, which is deemed to be incorporated by reference into this clause. For the purpose of complying with applicable laws or regulations, you agree to waive any bank secrecy, privacy or data protection rights.

13. Conclusive Evidence

- (a) Our records (including computer and microfilm stored records or any other electronic records stored by us) of all matters relating to you and any transactions made by you are conclusive evidence of such matters and is binding against you for all purposes, save for manifest or clerical error, subject to our right to rectify any error or omission therein and our right to adduce other evidence. You hereby agree not to at any time dispute the

authenticity or accuracy of any computer output relied upon by us for any purpose whatsoever. We may, in our reasonable discretion, destroy any document relating to you, your Relief Plan (including the Term Loan(s)) and any account(s) you have with us after microfilming or otherwise recording the same in such manner as we may deem fit as well as to destroy such microfilm and records (including any electronic records) at any time.

- (b) You consent to our recording of telephone calls which you have with us and for such recordings to be used for any purpose as we deem fit including to provide evidence of instructions and other verbal communications, for quality and training purposes and as evidence in any proceedings against you or any other person

14. 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 these terms;
- (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.

15. Notices

- (a) 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.

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

- (i) if sent by post to an address within Singapore, the following business day after posting;
- (ii) if sent by post to an address outside Singapore, 5 business days after posting;
- (iii) if sent by facsimile, electronic mail or SMS, at the time of transmission;
- (iv) if sent by hand, at the time of delivery or when left at the address;
- (v) if displayed at our branches or posted on our website, on the date of display or posting;
- (vi) if advertised in the newspaper, on the date of advertisement; and
- (vii) if broadcast via radio or television, on the date of broadcast.

- (c) 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.

- (d) 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 the relevant officer-in-charge of the subject matter. We may charge a handling fee, such fee to be determined by us in our reasonable discretion, for each notice or communication you send to us.
- (e) To this end, you represent that you are the registered owner of any electronic mailing address or phone number that you have provided to us.
- (f) You must notify us promptly if:-
 - (i) you have received communication from us that is garbled, incomplete or inaccurate or which is not intended for you and you agree to delete all such information from your equipment immediately;
 - (ii) you intend to reside outside Singapore; and/or
 - (iii) there is any change or proposed change to the particulars which you have given to us (including but not limited to your name, identification numbers, mailing, home, electronic mail or office address, our home, office, facsimile or telephone number, mobile phone number and your employment), and you must immediately provide us with any or other information and documents as we may require from time to time in our reasonable discretion.
- (g) We may in good faith, and without any liability to you, regard any communication given by you which is referable to you in accordance with our prescribed verification procedure prevailing at that time as authentic and duly authorised by you, and shall be under no obligation to investigate the authenticity or authority of persons sending or purporting to send the communication or to verify the accuracy and completeness thereof. We may, at our discretion, provide for additional security measures or verification procedures, including but not limited to specific electronic mail and/or SMS confirmatory authorization. The communications given by you to us shall be deemed to be irrevocable and binding on you notwithstanding that they may be given in error, lack clarity or reasonably capable of being misunderstood, inaccurate or incomplete. You shall inform us immediately upon your awareness of and/or knowledge of any communication which is unauthorized, given in error, forged, fraudulent, unclear or reasonably capable of being misunderstood, garbled, inaccurate or incomplete and rectify the same promptly.

16. Service of Legal Process

- (a) 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 these Terms 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 (i) 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 (ii) 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.

- (b) 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.
- (c) 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.
- (d) Nothing in these Terms shall affect our right to serve legal process on you in any other manner permitted by law.

17. Exemption of Liability

- (a) Notwithstanding any other provisions of these Terms, we shall not be liable to you or any person for any reasonably incurred losses, damage, cost and expense of any nature which in any way may be suffered or reasonably incurred by you or by any other person in respect of or in connection with these Terms, your Relief Plan (including the Term Loan(s)) and/or any of your account(s) with us (including without limitation, any loss or damage suffered or incurred by you or by any other person as a result of our acting on or acceding to any communication, request or instruction from you under these Terms), save in the case of our fraud, gross negligence and/or wilful default.
- (b) We shall not be liable if we are unable to perform our obligations under these Terms due, directly or indirectly, to the failure of any machine or communication system, any industrial dispute, war, Act of God or anything outside our control. If we are unable to produce or send a statement to you for any reason whatsoever, your liability for interest shall still continue.
- (c) You agree that we shall have the reasonable discretion to use such agents, contractors or correspondents as we deem fit to carry out or procure any of the matters or transactions governed by or contemplated in these Terms, and we shall not be liable to you or any person for any act, omission, neglect or wilful default on the part of such agents, contractors and correspondents save in the case of our gross negligence or wilful default.
- (d) We will not be liable for any loss or damage suffered or incurred by you howsoever or whatsoever arising from or in connection with:
 - (i) any use of electronic mail, SMS services or other digital services;
 - (ii) any failure to follow prevailing instructions, procedures, form and directions prescribed by us for the provision of any communication to us;
 - (iii) any failure to use electronic mail services, digital services and/or SMS procedures or forms which are prescribed by us;

- (iv) any failure, suspension, cessation, delay, interruption, disruption, errors, defects or fault in third party equipment, software, hardware, internet, internet browsers, online networks, internet service providers, telecommunication service providers or other service providers, telecommunication, computer or other electronic equipment or system;
- (vi) any failure, suspension, cessation, delay, interruption, disruption, errors, defects or fault in the transmission of any communication to us or authorizations or acknowledgements from us or any wrongful interception of any communication through any online networks, internet service providers, telecommunication service providers or other service providers, telecommunication, computer or other electronic equipment or system whether or not owned, operated or maintained by you, us or any other person beyond our reasonable control;
- (vi) any delay or refusal by us, in our reasonable discretion, to execute any communication that may validly be given by you or authenticated by you including for reasons due to applicable law or regulation;
- (vii) any capacity inadequacies, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks and hacking incidents, except in the case of our fraud, gross negligence and/or wilful default;
- (viii) any corruption or loss of any data or communication stored in any equipment or in the course of transmission thereof through online networks, Internet service providers, telecommunication service providers or other service providers, telecommunication, computer or other electronic equipment or system including any errors generated in the transmission of any communication beyond our reasonable control;
- (ix) our failure to acknowledge any communication sent by you to us;
- (x) any communication which are unauthorised, conflict with or inconsistent with any prior communication given by you to us or given in error, forged, fraudulent, lack clarity or reasonably capable of being misunderstood, garbled, inaccurate or incomplete;
- (xi) your provision of wrong or inaccurate electronic mail address or mobile phone number to us or your failure to update us of any change or proposed change in your electronic mail address or mobile phone number; or
- (xii) your failure to regularly check your electronic mail or mobile phone for correspondence from us.

18. Severability

If any one or more provisions of these Terms or any part of the Terms 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 provisions of the Terms.

19. No Assignment

- (a) You shall not transfer or assign your rights or obligations under these Terms, without our prior written consent. However, we shall have the unrestricted right to transfer or assign our rights and/or obligations under these Terms without your prior consent.
- (b) You hereby irrevocably agree to any novation of these Terms and any other agreement, document, assurance and guarantee in connection therewith or with your Relief Plan (including the Term Loan(s)) and/or any of your account(s) with us and/or any facilities and services available thereunder or securing your obligations thereunder, and irrevocably agree that we are entitled to and may assign or transfer reasonably to a transferee all or some of our rights, title, interests, benefits, obligations and liabilities under these Terms and/or under any instrument(s) and/or any other agreement, document, assurance and/or guarantee in connection therewith and/or with your Relief Plan (including the Term Loan(s)) and/or any of your account(s) with us and/or any facilities and services available thereunder and/or securing your obligations thereunder.
- (c) You further irrevocably and unconditionally agree that any such novation, assignment or transfer may be effected by our delivering to you a notice to that effect whereupon:
 - (i) Our assigned or transferred rights, title, interests and benefits thereunder shall be transferred to and assumed by the transferee;
 - (iv) We shall thereafter be fully discharged and released from our assigned or transferred obligations and liabilities thereunder;
 - (v) We shall retain all rights, title, interests, benefits, obligations and liabilities not so assigned or transferred;
 - (vi) The transferee shall thereafter be bound by identical rights, title, interests, benefits, obligations and liabilities thereunder which we assigned or transferred; and
 - (vii) Any acknowledgement (including but not limited to risk disclosure statements and acknowledgements), information (including but not limited to information provided in respect of risk profiling), instruction, order, direction, mandate or authority given by you to us in relation to your Relief Plan and/or any of your account(s) with us, any facilities and services available thereunder, these Terms or securing your obligations thereunder may be relied and acted upon by the assignee or transferee as if given by you to the assignee or transferee and shall, unless and until revoked or cancelled, apply and have effect in relation thereto. You also hereby irrevocably and unconditionally undertake to execute and sign any document (if any) which may be required to give effect to the foregoing.

20. Right to Review

- (a) We shall have the absolute right to review, make changes to, cancel, withdraw and/or replace any of these Terms at any time at our absolute discretion. Such change to the Terms shall take effect upon service of notice of the same.
- (b) We are not obliged to make or to continue to make available the Relief Plan and the Term Loan(s) under the Relief Plan or any other facilities to you. Notwithstanding any other

provision in these Terms, we have the overriding right to require you to repay immediately the whole of the outstanding amount on the Term Loan on demand.

21. Further Assurance

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

22. No Waiver

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

23. Governing Law and Jurisdiction

These Terms 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.

24. Third Parties

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

25. Tax

You agree that we, any Citigroup Organisation or Third Party Service Provider (defined below), may withhold or deduct any Collected Amount (defined below) which is required to be withheld or deducted to comply with any law or regulation from any payment to you, or to or from an account that you maintain with us. Any Collected Amount shall be timely paid to the relevant authority in accordance with the relevant requirement. We will notify you of any Collected Amount as soon as reasonably practicable. You acknowledge that we will not be required to reimburse you for any amount withheld or deducted by a Payment Infrastructure Provider. Further, to the extent we or any Citigroup Organisation or Third Party Service Provider pays or has paid from its own funds or is or will become required to make a payment to an authority in respect of an amount that should have been, but was not, a Collected Amount, you will indemnify us for such payment, plus any interest and penalties thereon. You understand and agree that we are not required to contest any demand made by an authority for such payment. If you have any questions about your tax position, you should engage an independent tax adviser as you consider appropriate.

“Third Party Service Provider” refers to a third party selected by us or any Citigroup Organisation or our officers, directors, employees, agents, representatives, professional advisers to provide services and who is not a Payment Infrastructure Provider. Examples of Third Party Service Providers include technology service providers, business process outsourcing service providers and call centre service providers.

“Payment Infrastructure Provider” refers to a third party that forms part of the global payment system infrastructure, including without limitation communications, clearing or payment systems, intermediary banks and correspondent banks

“Collected Amount” refers to an amount for or on account of, or which represents, withholding, income tax, value added tax, tax on the sale or disposition of any property, duties, or any other lawfully collected amount.

26. U.S. Laws and Regulations

You understand that as a subsidiary of Citigroup Inc., a U.S. financial holding company, we are required to observe certain U.S. laws and regulations, including but not limited to those relating to economic sanctions on certain countries, organizations and/or individuals issued by the U.S. government. You understand and accept that these laws and regulations may result in us taking or refraining from taking certain actions, including but not limited to holding or returning the funds which are the subject of payment instructions made by you or in your favour. Neither we nor any Citigroup Organisation will be liable for any loss to you as a result of our taking or refraining from taking any actions (which we consider in our sole determination, to be appropriate or requested) to comply with any U.S. laws or regulations.
