

ATTACHMENT A

COVENANTS AND CONDITIONS

1. This Mortgage shall be a continuing security for the payment and discharge of:-
 - (a) all moneys and liabilities which shall be due owing or incurred to the Mortgagee by the Mortgagor and/or the Borrower before on or after the execution of this Mortgage, whether actual or contingent, alone or jointly or jointly with any other person, or as principal or surety, including debts arising from advances, loans, credit or other facilities (such as financing of hire-purchase, leasing and letters-of-credit transactions, and the issuing of guarantees) of such nature and amount as the Mortgagee may from time to time grant to the Mortgagor and/or the Borrower whether alone or jointly or jointly with any other person;
 - (b) all costs charges and expenses incurred by the Mortgagee or any receiver appointed by it for or in connection with the perfection preservation management improvement or enforcement of any security (including this Mortgage) held by the Mortgagee for the aforesaid moneys and liabilities; and
 - (c) all other moneys and liabilities covenanted to be paid or satisfied by the Mortgagor and/or the Borrower under this Mortgage.

2. The Mortgagor and the Borrower hereby jointly and severally covenant with the Mortgagee as follows:-
 - (a) to pay to the Mortgagee and discharge all the moneys and liabilities secured by this Mortgage as and when they become due in accordance with the terms of the facility letter dated the day of **20**, the Loan Agreement dated the day of **20** and any other facility letter issued by the Mortgagee to the Mortgagor and/or the Borrower from time to time, or any facility agreement or security document made between the Mortgagor, the Borrower and the Mortgagee from time to time, each as revised varied amended supplemented substituted or superceded from time to time (hereinafter collectively called the "**Facility Agreement**") which expression shall where the context so admits includes any of them) in respect thereof;
 - (b) to pay to the Mortgagee interest (both after as well as before any demand or judgment or the liquidation cessation bankruptcy death or insanity of the Mortgagor and/or the Borrower) on principal moneys commissions fees charges costs expenses and all other moneys from time to time owing or remaining unpaid at such rates and calculated with such periodic rests as may be specified in the Facility Agreement and/or under the terms relating to any facility granted by the Mortgagee, until full payment is received by the Mortgagee; and
 - (c) in the event of default in the payment of any sum due (whether principal money, monthly interest, monthly instalments or otherwise) to pay additional or overdue interest on that sum for the period from the due date until actual payment (both after as well as before judgment) at the rate and calculated with such periodic rests as specified in the Facility Agreement and/or under the terms relating to any facility granted by the Mortgagee.

3. The Mortgagor and the Borrower further jointly and severally covenant with the Mortgagee:-
 - (a) to perform and observe the covenants and conditions implied by law in mortgages of registered land;
 - (b) to perform, observe and be bound by the terms of the Facility Agreement; and
 - (c) to perform, observe and be bound by the terms covenants and provisions set out in the Memorandum of Mortgage filed in the Singapore Land Authority and numbered **MM I/79094H** (hereinafter called "the said Memorandum") in so far as they are not inconsistent with the terms of the Facility Agreement and this Mortgage.
4. In the event that there is any conflict or inconsistency between the terms of the Facility Agreement and the said Memorandum, the terms in the Facility Agreement shall prevail. In the event of any conflict or inconsistency between the terms and conditions in this Mortgage and those contained in the said Memorandum, the terms and conditions of this Mortgage shall prevail.
- 5(1) The Mortgagor and/or the Borrower hereby represents and warrants to and for the benefit of the Mortgagee as follows :-
 - (a) the Mortgagor and/or the Borrower has the power under its constitution or memorandum and articles of association, as the case may be, and the legal capacity to enter into and perform and comply with all the Mortgagor and/or the Borrower's obligations under this Mortgage and to create the security herein;
 - (b) (if the Mortgagor and/or the Borrower is an individual) the Mortgagor and/or the Borrower is of full age and has the legal capacity to enter into and perform and comply with all his/their obligations under this Mortgage and to create the security herein;
 - (c) (if the Mortgagor and/or the Borrower is an individual) the personal data of the Mortgagor and/or the Borrower and his particulars, description, details and other information as set out in this Mortgage, the application form and all other documents are true, complete, accurate and correct in every respect and undertake to correct them if they become untrue, incomplete, inaccurate, misleading or incorrect;
 - (d) the Mortgagor and/or the Borrower has the authority to provide personal data and details of its directors, shareholders, trustees, officers, attorneys, authorized signatories, guarantors or any other relevant persons, as the case may be, and other information as set out in this Mortgage, the application form and all other documents to the Mortgagee and that the aforesaid personal data, details and other information provided to the Mortgagee have been processed in accordance with all applicable laws;
 - (e) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order (i) to enable the Mortgagor and/or the Borrower lawfully to enter into and perform and comply with the Mortgagor and/or the Borrower's obligations under this Mortgage (ii) to ensure that these obligations are legally binding and enforceable and (iii) to make this Mortgage admissible in evidence in the courts of Singapore have been made, fulfilled and done;

- (f) the entry of the Mortgagor and/or the Borrower into and the exercise of the Mortgagor and/or the Borrower's rights and/or performance of or compliance with the Mortgagor and/or the Borrower's obligations under this Mortgage does not and will not violate, contravene or exceed any borrowing or other powers or restrictions granted or imposed under or pursuant to (i) any law to which he or it is subject or (ii) any agreement to which he or it is a party or which is binding on him or it or his or its assets;
- (g) the Mortgagor and/or the Borrower's obligations under this Mortgage are legal, valid, binding and enforceable in accordance with its terms;
- (h) no current or pending proceedings (whether legal, arbitration, administrative or otherwise) are commenced or threatened against or affecting the Mortgagor and/or the Borrower or which if adversely determined would materially or adversely affect the financial condition or operations or financial position of the Mortgagor and/or the Borrower or impair the Mortgagor and/or the Borrower's rights to carry on the Mortgagor and/or the Borrower's business substantially as now conducted or the ability of the Mortgagor and/or the Borrower to pay, when due, the principal of and interest on the loans and/or facilities and any other sums that may become due and owing hereunder or under this Mortgage;
- (i) the Mortgagor and/or the Borrower has complied with all applicable statutes and regulations of Singapore and any other jurisdiction and with the requirements of all the governmental authorities of Singapore and any other jurisdiction;
- (j) the Mortgagor and/or the Borrower is not in breach of or in default in the payment or performance of any of the Mortgagor and/or the Borrower's obligation under any agreement to which the Mortgagor and/or the Borrower is a party or by which the Mortgagor and/or the Borrower may be bound which has or could have a material adverse effect on the Mortgagor and/or the Borrower;
- (k) no Event of Default has occurred or is continuing or is anticipated;
- (l) the Mortgagor and/or the Borrower has paid and discharged all taxes rates rents and governmental charges upon the Mortgagor and/or the Borrower and/or the Mortgaged Property and his or its other property or adequate reserve has been established for the payment thereof;
- (m) the audited financial statements of the Mortgagor and/or the Borrower which have been previously submitted to the Mortgagee are complete and correct and fairly represent the financial condition of the Mortgagor and/or the Borrower and the results of the Mortgagor and/or the Borrower's respective operations for the period stated in accordance with generally accepted accounting principles applied on a consistent basis;
- (n) there is no material adverse change in the financial condition or the operation environment, management of the Mortgagor and/or the Borrower since the date of the last audited accounts of the Mortgagor and/or the Borrower;
- (o) no steps have been taken or are being taken to appoint a receiver and/or manager or judicial manager to take over the assets of the Mortgagor and/or the Borrower and/or the Guarantor and that no statutory demand or petition for the winding up or judicial management under the Insolvency, Restructuring and Dissolution Act 2018 has been presented against the Mortgagor and/or the Borrower and/or the Guarantor;

- (p) (if the Mortgagor and/or the Borrower and/or the Guarantor is an individual) no statutory demand has been issued and/or no bankruptcy application has been presented against the Mortgagor and/or the Borrower and/or the Guarantor under the Insolvency, Restructuring and Dissolution Act 2018;
- (q) no security exists on or over all or any part of the Mortgaged Property except for the security created by this Mortgage.
- 5(2) Each of the representations and warranties contained in the preceding sub-clause shall survive and be construed to have full force and effect after the execution of this Mortgage and the Mortgagor and/or the Borrower hereby warrants to the Mortgagee that the above representations and warranties will be true and correct and fully observed as though made on each date that the loans and/or facilities are utilised or drawdown and until the Mortgagor and/or the Borrower has fully discharged all his or its obligations under the loans and/or facilities.
- 6(1) Expressions used in this instrument shall, unless the contrary intention appears, have the same respective meanings as in the said Memorandum.
- 6(2) In its application to this Mortgage, the said Memorandum shall be amended as follows:-
- (a) Clause 1(10) shall be amended by inserting immediately thereafter the following Clauses 10A and 10B:-
- “(10A) To indemnify the Mortgagee, on a full indemnity basis, against any fines or penalties that the authorities might impose if the Mortgagor and/or the Borrower, the tenant or the lessee and/or his servants employees agents contractors or occupiers are found guilty of an offence under the Immigration Act 1959 or Regulations or any other laws and/or to indemnify the Mortgagee, also on a full indemnity basis, against all legal fees and other expenses incurred in defending themselves against any investigation and/or charges for contravening the Immigration Act 1959 or Regulations or any other laws;”
- “(10B) Not to use, permit or suffer the Mortgaged Property to be kept or used as a place or premises in which any person is employed in contravention of the Immigration Act 1959 or Regulations, the Employment of Foreign Manpower Act 1990 or Regulations or any other laws and to indemnify the Mortgagee against all costs, claims, liabilities, fines or expenses (including legal fees on a full indemnity basis) whatsoever which the Mortgagee may incur or suffer by reason of any non-compliance thereof;”
- (b) Clause 2(12) shall be amended by deleting the words “Companies Act (Cap. 50)” in the 12th line and substituting same with “Insolvency, Restructuring and Dissolution Act 2018”;
- (c) Clause 2(37) shall be amended by deleting the words “Companies Act (Cap. 50) or of the Bankruptcy Act (Cap. 20) in the 2nd line and substituting same with “Insolvency, Restructuring and Dissolution Act 2018”;
- (d) Clause 2(35) shall be amended by inserting, at the end of the said Clause 2(35), the following sentence:-

"If the Mortgagor or the Borrower is more than one person, the service of a demand or notice hereunder on any one of such persons shall be deemed to be good and valid service upon all such persons."

- (b) Clause 2(41)(ii), (iii), (iv), (v), (vi), (vii), (viii) and (xiv) shall be deleted and substituted with the following:-

"(ii) If a demand is made for payment of all or any part of the moneys for the time being owing and unpaid and the Mortgagor and/or the Borrower and/or any of the guarantors for the loans advances or facilities ("the Guarantors") default(s) in payment thereof as demanded;"

"(iii) (Where the Mortgagor and/or the Borrower and/or any of the Guarantors is a company) if the Mortgagor and/or the Borrower and/or any of the Guarantors cease(s) or threaten(s) to cease to carry on its business;"

"(iv) (Where the Mortgagor and/or the Borrower and/or any of the Guarantors is a company) if a receiver and/or manager or judicial manager is appointed of the Mortgagor's and/or the Borrower's and/or any of the Guarantors' property and assets or undertaking or any part thereof;"

"(v) (Where the Mortgagor and/or the Borrower and/or any of the Guarantors is a company) if the Mortgagor and/or any of the Guarantors becomes insolvent, is unable or be deemed to be unable to pay its/their debts under the provisions of the Insolvency, Restructuring and Dissolution Act 2018 or if a petition is presented or an order is made or a resolution is passed for winding up (whether voluntary or compulsory) of the Mortgagor and/or the Borrower and/or any of the Guarantors;"

"(vi) (Where the Mortgagor and/or the Borrower and/or any of the Guarantors is an individual) if the Mortgagor, the Borrower or any of the Guarantors becomes insolvent, is unable or be deemed to be unable to pay debts as they fall due or shall make an application for an interim order under the provisions of the Insolvency, Restructuring and Dissolution Act 2018 or shall suffer execution to issue against him to enforce any judgment or order;"

"(vii) Where the Mortgagor and/or the Borrower and/or any of the Guarantors is an individual) if the Mortgagor and/or the Borrower and/or any of the Guarantors die or become insane or otherwise incapable of handling his and/or their affairs or lack capacity within the meaning of the Mental Capacity Act 2008 or leave or abscond from Singapore permanently for any reason whatsoever;"

"(viii) If the Mortgagor and/or the Borrower and/or any of the Guarantors shall enter into any arrangement or composition for the benefit of its and/or their creditors or if a bankruptcy petition shall have been presented or a bankruptcy order has been made against the Mortgagor and/or the Borrower and/or any of the Guarantors by any court;"

"(xiv) If legal, administrative or arbitration proceedings, suits or actions of any kind whatsoever (whether civil or criminal) pending or otherwise be commenced against the Mortgagor and/or the Borrower and/or any of the Guarantors in Singapore or elsewhere;"

- (c) Clause 2(41) shall be amended by inserting, immediately after sub-clause (xiv) the following sub-clauses (xv) to (xxv):-

“(xv) if any warranty representation statement undertaking or declaration made by the Mortgagor and/or the Borrower and/or any of the under this Mortgage, this Memorandum, the letter of offer, the application form, notice, certificate or any other document shall be breached or proven to be untrue, incorrect, inaccurate, incomplete or misleading in any respect or ceases to be true, correct, accurate or complete in any respect;”

“(xvi) if a confiscation order, charging order, restraint order, production order or search warrant under the laws of Singapore is issued or threatened to be issued against the Mortgagor and/or the Borrower and/or any of the Guarantors and/or the assets of the Mortgagor and/or the Borrower and/or any of the Guarantors including without limitation, the Mortgaged Property;”

“(xvii) if the Mortgaged Property is found to be structurally unsafe or to contain or to be affected by defects, structural or otherwise and/or an investigation in respect of the Mortgaged Property is being carried out by the Competent Authority under the Building Control Act 1989 and/or any other laws of Singapore;”

“(xviii) if the Mortgage and/or any other security documents is/are or becomes void, voidable or ineffective or if it shall become unlawful for the Mortgagor and/or the Borrower and/or any of the Guarantors to observe and perform the terms and covenants in the Facility Agreement, the Mortgage, this Memorandum and/or any other security documents or to fulfil any of their undertakings or obligations contained in the said documents or for the Mortgagee to exercise any of its rights thereunder;”

“(xix) if there shall occur a material adverse change in the business, assets or financial position of the Mortgagor and/or the Borrower and/or any of the Guarantors or where the Mortgagor, the Borrower or any of the Guarantors is a corporation, a material adverse change in the operating environment, management or directorship thereof which in the opinion of the Mortgagee materially affects the ability of the Mortgagor and/or the Borrower and/or any of the Guarantors to perform their obligations under the Facility Agreement, the Mortgage, this Memorandum, the Guarantee & Indemnity and/or any other security documents, as the case may be;”

“(xx) if any undertaking given to the Mortgagee or its solicitors by the Mortgagor and/or the Borrower, any of the Guarantors or any other person in relation to the Facility Agreement, the Mortgage, this Memorandum, the Guarantee & Indemnity and/or any other security document, or the Mortgaged Property is not wholly performed within any time specified in such undertaking or if no time limit is specified within thirty (30) days from the date of the giving of such undertaking;” or

“(xxi) if the Mortgagor and/or the Borrower or any other party to a sale & purchase agreement, a building agreement, a construction contract or a lease in relation to the purchase, lease or construction of the Mortgaged Property fails to perform any of the terms and conditions stipulated in the sale & purchase agreement, the building agreement, the construction contract or the lease or to comply with any provisions therein or if the sale & purchase agreement, the building agreement, the construction contract or lease is terminated for any reason whatsoever;”

“(xxii) (Where the Mortgagor and/or any of the Guarantors is a company) if the Mortgagor and/or any of the Guarantors is declared by the Minister of Finance to be a company to which Part IX of the Companies Act 1967 applies;”

(xxiii) if any present or future security given to the Mortgagee on or over the assets of the Mortgagor (including but not limited to the Mortgaged Property) and/or any other party becomes enforceable;

(xxiv) if any action, condition or thing (including the obtaining of any necessary consent, licence, approval, permission or authorisation) at any time required to be taken, fulfilled or done for the legality, validity or enforceability of the Mortgage or any security given to the Mortgagee is not taken, fulfilled or done or any such consent, licence, approval, permission or authorisation ceases to be in full force and effect or any condition relating to any such consent, licence, approval, permission or authorisation is not complied with; or

(xxv) if there is an infringement, breach or non-compliance by the Mortgagor and/or any of the Guarantors with the statutory provisions, laws, rules, regulations of Singapore and any other jurisdiction and/or the policies or administrative requirements imposed by the relevant bodies or authorities (governmental or otherwise) of Singapore and any other jurisdiction.

- (d) Clause 2(42) shall be amended by inserting, at the end of the said Clause 2(42), the following sentence:-

“If the amount realised by the Mortgagee on a sale of the Mortgaged Property is less than the amount due to the Mortgagee and whether at such sale the Mortgagee is the purchaser or otherwise, the Mortgagor and/or the Borrower shall pay to the Mortgagee the difference between the amount due and the amount so realised and until payment will also pay interest on such balance at the rate or rates determined from time to time by the Mortgagee at its absolute discretion.”

- (e) Clause 2(64) shall be deleted and substituted with the following:-

“A person who is not a party to the Mortgage and/or any other security documents executed in favour of the Mortgagee shall have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any of the terms and conditions contained therein.”

7. Each of the covenants contained in this Mortgage is an independent covenant which shall not merge in any judgment obtained by the Mortgagee for the sum covenanted to be paid.
8. This Mortgage expressly authorises the Mortgagee to make further advances loans or give credit in instalments or on a revolving or continuing account or otherwise or any other credit or credit facilities or accommodation whatsoever from time to time to the Mortgagor and/or the Borrower whether alone or jointly or jointly with any other person or persons and all moneys and liabilities owing to the Mortgagee from time to time in connection therewith shall be secured by this Mortgage in addition to the moneys and liabilities already outstanding or incurred as at the date hereof.

9. The Mortgagee shall not be liable at any time to the Mortgagor and/or the Borrower for any losses, damages, costs, expenses and any other liabilities of whatsoever nature or description which may be made, incurred or suffered by the Mortgagor and/or the Borrower in connection with or in any manner arising out of or in consequence of the malfunction, failure, breakdown or disruption of the Mortgagee's computer system, hardware, software or otherwise.
10. Save as expressly provided by this Mortgage, a person who is not a party to this Mortgage has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term or condition of this Mortgage.
- 11(1) Without prejudice to Clause 2(58) of the said Memorandum, the Mortgagor and/or the Borrower hereby consent to the collection (including by way of video recordings and/or recorded voice calls), use, disclosure, processing and transfer by the Mortgagee and its directors, agents, employees or officers at any time and without any liability or further notice to the Mortgagor and/or the Borrower, of the personal data and any information confidential or otherwise regarding the Mortgagor and/or the Borrower, his attorney, authorized signatory, Guarantor or any other relevant persons (including but not limited to their credit standing, financial position and payment records), the moneys, the Mortgaged Property and any other securities or relevant particulars, matters or transactions relating to the loans or facilities granted and/or secured hereunder and generally any other information relating to the Mortgagor and/or the Borrower and his account or any other account with the Mortgagee (collectively "the information") to any person whether located in or outside Singapore for any business and legal purposes whatsoever as the Mortgagee deem fit or reasonable including but not limited to:-
 - (a) any branch, agency, representative office, affiliated, associated or related corporation of the Mortgagee and their respective officers, servants or agents, whether situated in or out of Singapore (collectively, "SingFinance Group of Companies");
 - (b) any attorney or authorized signatory of the Mortgagor and/or Borrower and/or the Guarantor, the co-Guarantor and/or any Guarantor of the loans and/or facilities or any person who has undertaken or propose to undertake any liability to the Mortgagee or has provided or propose to provide any security to the Mortgagee in respect of the loans and/or facilities;
 - (c) any solicitor(s) or professional advisors acting for the Mortgagee, the Mortgagor and/or the Borrower, the Guarantor or co-Guarantor or any other party involved with the loans and/or facilities or any security thereof, for purposes in connection with the enforcement of the Mortgagee's rights, powers and remedies against the Mortgagor and/or the Borrower and/or the Guarantor and/or in relation to the loans and/or facilities and/or any security given in connection therewith;
 - (d) any person engaged by the Mortgagee to collect any sums of money owing to the Mortgagee by the Mortgagor and/or the Borrower and/or the Guarantor and/or to recover or repossess the Mortgaged Property or any other securities for any purposes in connection therewith;
 - (e) the Commissioner of Stamp Duties, the Accounting and Corporate Regulatory Authority and/or any other government officials or departments or relevant bodies to whom the Mortgagee deems fit to disclose the information, for purposes in connection with stamping (or assessment of stamp duties on), registering, lodging or filing any or all documents in connection with this Mortgage and the loans and/or facilities;
 - (f) the Monetary Authority of Singapore or any government or regulatory agency or authority in Singapore or any other country in the world (including but not limited to the tax authorities and the securities exchange) under any laws, regulations, agreements or treaties made by or between tax authorities and/or governments;

- (g) any potential assignee or transferee or grantee or to any person who has or may enter into contractual relations with the Mortgagee in relation hereto including but not limited to any business transfers, disposals, mergers or acquisitions;
- (h) any stationery printers, publishers, the vendors of the computer systems used by the Mortgagee and to such person(s) installing and maintaining the same, the suppliers of goods or any service providers engaged by the Mortgagee;
- (i) any stock exchange, court, tribunal or authority (including any regulatory or tax authority) in Singapore or any other country in the world, whether governmental or quasi-governmental;
- (j) the auditors for the time being of the Mortgagee and/or the Mortgagor and/or the Borrower and/or the Guarantor, and the Mortgagor shall pay all costs, charges, fees and other out-of pocket expenses, whether legal or otherwise, in respect of such disclosure;
- (k) any special accountant or consultant, manager and/or receiver appointed by the Mortgagee;
- (l) any service provider for the purpose of conducting searches and screening checks (including background, bankruptcy, winding up, judicial management, cause book, solvency checks etc) as part of the granting of the loans and/or facilities herein;
- (m) any agent, contractor, broker, banker, valuer, insurer, insurance agent or third party service provider including but not limited to those who provide administrative, computer, loan repayment processing (via GIRO etc), valuation or insurance coverage in respect of the Mortgaged Property;
- (n) the Singapore Land Authority ("SLA"), its successor and assigns, any body or organization assuming the material functions of the SLA in replacement of the same and any other central registration and/or regulatory body/bodies;
- (o) the Credit Bureau (Singapore) Pte Ltd and/or any other credit reference agency or bureau and/or its/their compliance committees and for the aforesaid parties to disclose the information to any third party or parties including but not limited to its/their members, subscribers or agents;
- (p) the relevant authorities for the purposes of conducting checks with the Do Not Call Registry;
- (q) the Central Provident Fund Board ("CPF Board") and/or its officers to be used in such manner as the CPF Board and/or its officers deem proper in its/their absolute discretion (applicable only for cases where CPF savings have been used);
- (r) the Housing & Development Board ("HDB") and/or its officers to be used in such manner as HDB and/or its officers may deem proper in its/their absolute discretion;
- (s) the Jurong Town Corporation ("JTC") and/or its officers to be used in such manner as JTC and/or its officers may deem proper in its/their absolute discretion (applicable only for cases where the Mortgaged Property is a JTC property);
- (t) the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- (u) any party for data processing, statistical and risk analysis purposes;
- (v) any party pursuant to any order of court or in accordance with the law or any statutory or regulatory requirements of Singapore or any other country in the world;
- (w) any person the Mortgagee considers appropriate, necessary or desirable for any purpose including feedback, marketing, promotional and/or cross-selling purposes;
- (x) any party for commercial banking or business purposes as the Mortgagee and/or SingFinance Group of Companies may deem fit or reasonable;
- (y) any other party to whom the Mortgagee and/or SingFinance Group of Companies reasonably deem necessary or expedient in its interest; or
- (z) (Where applicable) any party (including but not limited to the ordering, intermediary or beneficiary financial institutions) relating to any wire transfer made by the Mortgagee on behalf of the Mortgagor and/or the Borrower in respect of the Mortgaged Property and the

Mortgagor and/or the Borrower also agree that the message or payment instruction that accompanies or relates to the said wire transfer shall include the following information:-

- (i) the name of the Mortgagor and/or the Borrower;
- (ii) the Mortgagor's and/or the Borrower's account number (or unique reference number assigned by the ordering institution where no account number exists);
- (iii) the Mortgagor's and/or the Borrower's address, unique identification number, or date and place of birth (where the Mortgagor or the Borrower is an individual) or the Mortgagor's and/or the Borrower's business and registered addresses, registration number, date of incorporation and country of incorporation (where the Mortgagor or the Borrower is a corporate entity); and
- (iv) such other information as the Mortgagee deem fit.

- 11(2) Without prejudice to Clause 11(1) hereof, the Mortgagor and the Borrower consent to the Mortgagee and its related companies and their respective agents, service providers, suppliers and business partners collecting, using, disclosing, processing and/or transferring their personal data upon the terms and conditions as set out in the Mortgagee's Privacy Policy Notice which is accessible at www.singfinance.com.sg or available on request. The Mortgagor and the Borrower confirm that they have read, understood and accept all the terms and conditions as set out in the Mortgagee's Privacy Policy Notice as may be amended, revised or substituted from time to time.
- 11(3) For the avoidance of doubt, it is hereby agreed and declared that the Mortgagee's rights under this Clause shall be in addition to and without prejudice to any other rights of collection, use, disclosure, processing or transfer of the personal data or any other information confidential or otherwise which the Mortgagee may have under the law or any statutory provisions or at common law or equity and nothing herein shall be construed as limiting any of those other rights.
- 12(1) The Mortgagor and/or the Borrower hereby expressly and irrevocably permits and authorizes the Mortgagee and SingFinance Group of Companies to act in their sole discretion in any way they deem fit, without prior reference to the Mortgagor and/or the Borrower when served with a court order issued by the Singapore courts or a court of any other country in the world and will not hold the Mortgagee and/or SingFinance Group of Companies liable for any loss or damage incurred or suffered as a result of the actions of the Mortgagee and/or SingFinance Group of Companies in complying with the orders.
- 12(2) For the purposes of the consents and authorizations given herein by the Mortgagor and/or the Borrower and/or for the purposes of the Mortgagee and SingFinance Group of Companies complying with all applicable laws in Singapore and any other country in the world, the Mortgagor and/or the Borrower waives any bank secrecy, privacy or data protection rights in respect of all confidential information, personal data of the Mortgagor and/or the Borrower and/or the Guarantor, co-Guarantor, the attorney, the authorized signatory and/or any other relevant person and/or any account of the Mortgagor and/or the Borrower with the Mortgagee and SingFinance Group of Companies.
13. Without prejudice to any other right or remedy of the Mortgagee and notwithstanding any other provision or term in this Mortgage to the contrary, it is hereby expressly agreed and acknowledged and accepted by the Mortgagor and/or the Borrower that the loans and/or facilities granted or to be granted by the Mortgagee to the Mortgagor and/or the Borrower may be reviewed from time to time and at any time by the Mortgagee at the Mortgagee's absolute discretion and nothing in this Mortgage shall be deemed to impose on the Mortgagee any obligation at law or in equity to make or continue to make the loans and/or facilities available or give any other financial accommodation and services to the Mortgagor

and/or the Borrower. The Mortgagee shall have the right at any time and at the Mortgagee's absolute discretion to vary, amend, terminate, reduce, suspend or cancel all or any part of the loans and/or facilities and/or to demand immediate payment of all moneys and liabilities (whether actual or contingent) due and owing by the Mortgagor and/or the Borrower to the Mortgagee under the said loans and/or facilities.

14. The Mortgagor and/or the Borrower undertakes and declares that he/it has complied with and shall continue to comply with all the laws (including all the applicable tax laws) in Singapore and elsewhere in the world which apply to him/them including reporting his/their worldwide income and paying the requisite taxes to the relevant and applicable tax authorities in Singapore and elsewhere in the world.
15. Each of the provisions of this Mortgage, the Facility Agreement and the said Memorandum is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable, the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
16. In this Mortgage and the said Memorandum, the expressions "personal data", "processing" or "process" shall have the same meanings ascribed to them under the Personal Data Protection Act 2012.
17. Any reference in this Mortgage, the Facility Agreement and the said Memorandum to any statute or other legislation, subsidiary legislation or rules shall be read as referring to such statute or other legislation, subsidiary legislation or rules as amended revised or re-enacted from time to time.
18. Where there is more than one person who is the Mortgagor, all references to "the Mortgagor" in this Mortgage, the Facility Agreement and the said Memorandum shall be read as referring to all or (if the context so admits) any one or more of such persons and all covenants, agreements, undertakings, terms, conditions, stipulations, and other provisions hereof shall be deemed to be made by and be binding on all of them their personal representatives and permitted assigns jointly and severally.
19. Where there is more than one person who is the Borrower, all references to "the Borrower" in this Mortgage, the Facility Agreement and the said Memorandum shall be read as referring to all or (if the context so admits) any one or more of such persons and all covenants, agreements, undertakings, terms, conditions, stipulations, and other provisions hereof shall be deemed to be made by and be binding on all of them their personal representatives and permitted assigns jointly and severally.
20. The expression "the Mortgagor and/or the Borrower" shall refer to all such persons or any one or more of them either solely or jointly or jointly with any other person or persons in partnership or otherwise.
21. All covenants, obligations, undertakings, terms, conditions, stipulations and agreements expressed to be made by the Mortgagor and the Borrower in this Mortgage, the Facility Agreement and in the said Memorandum shall be deemed to be made by, and shall be binding on, them jointly and severally.