

Terms and Conditions

Partner Capital Loan Terms

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Important notice

You need to read this document.

It sets out specific terms and conditions on which we agree to provide you with *partner capital loan*. **You must read it in conjunction with our Customer Terms, our Terms and Conditions (Current/Cheque/Savings Account and Time Deposit Terms Personal Loan/Personal Line of Credit/Overdraft Terms), the *product brochure* and any other documents forming our banking agreement.** To the extent of any inconsistency between these terms and our Customer Terms or Terms and Conditions (Current/Cheque/Savings Account and Time Deposit Terms Personal Loan/Personal Line of Credit/Overdraft Terms), these terms prevail and if there is any inconsistency between the *approval* and any other part of our banking agreement, then the terms in the *approval* prevail. These terms do not apply to any existing personal instalment loan, personal revolving loan or line of credit/overdraft products you have with us to the extent that they are subject to separate terms and conditions.

Key words

The meaning of key words printed *like this* and other words used in our banking agreement is explained in our Customer Terms. Some additional key words which apply to the *products* referred to in these terms are explained at the end of these terms.

How to contact us

To find out information (such as current fees and interest rates or if you need us to explain features or terms) in connection with our *products*, you may visit any of our branches or call our 24-hour Client Contact Centre at 1800 747 7000 or +65 6747 7000 (if you are calling from overseas).

Part A - Partner Capital Loan

1 Additional rights to terminate

Termination by us

- 1.1 We may end our banking agreement for the *partner capital loan*, with or without notice to you if:
- you cease or will cease (with the expiry of any notice period) to be a partner of the *partnership*;
 - the auditors qualify the annual financial statements of the *partnership*;
 - the *partnership* breaches any term of any *other arrangement with us*.

2 Additional information

What you must give us

- 2.1 You must notify us promptly upon becoming aware:
- that you have ceased or will cease (with the expiry of any notice period) to be a partner in the *partnership*;
 - of any event or circumstance which has had or may have a material adverse effect on your or the *security provider's* ability to meet any of your or their obligations to us; and
 - of any *default* (and the steps, if any, being taken to remedy it).

Additional representations

- 2.2 You represent and warrant that:
- you are a partner of the Partnership;
 - neither you nor any *security provider* is *insolvent* and that neither your assets nor your *security provider's* assets are subject to *insolvency* proceedings;
 - no legal proceedings have been commenced against you or any *security provider* which if determined against you or the *security provider*, might reasonably be expected to have a material adverse effect on your or the *security provider's* ability to meet any of your or their obligations to us;
 - you have not granted *security interest* over your interest in the *partnership* or your right to receive profit, drawings or other distributions from the *partnership*; and
 - you hold all necessary practising certificates and other authorisations for the professional activities you perform.
- 2.3 You repeat these representation and warranties every time:

- you request for a drawdown under the *partner capital loan*;
- a drawdown occurs under the *partner capital loan*; and
- the representations and warranties set out in the Customer Terms are repeated.

- 2.4 You must notify us whenever anything happens which would mean you could not truthfully repeat these representations and warranties.

3 Undertakings

- 3.1 You must not grant any *security interest* over your interest in the *partnership* or your right to receive profit, drawings or other distributions from the *partnership*.
- 3.2 You must ensure that you hold all necessary practising certificates and other authorisations for the professional activities you perform.

4 Uncommitted Facility

- 4.1 Despite any other term of our banking agreement, we may for any reason (even if there is no *default*) decide not to permit drawdown of or make available any part of the *partner capital loan*.
- 4.2 Despite any other term of our banking agreement, at any time we may demand payment of the *loan* in full, together with all accrued but unpaid interest, fees and costs in connection with the *loan*.

5 You indemnify us

- 5.1 You indemnify us against, and must pay us on demand for, any *loss* we reasonably incur in connection with:
- the information given by you or any *security provider* (or on your or their behalf) being or being alleged to be incorrect or misleading in any respect;
 - you or any *security provider* have breached any term of any of our banking agreements or any *other arrangement with us*;
 - any enquiry, investigation or legal proceedings in relation to you or any *security provider* or in relation to any transaction contemplated by our banking agreement.

6 Late payment and finance charges for Partner Capital Loan

- 6.1 If we do not receive the minimum payment as indicated in your billing statement by the due date, a late payment charge of S\$80 would be charged if minimum payment is not received by the due date.

- 6.2 If we do not receive the *instalment amount* payment in full on or before the due date and a balance is carried forward from the relevant statement, finance charges would be calculated on a monthly basis at the rate of 0.5%.

7 Account closure or early settlement

- 7.1 You must notify us in advance if you wish to close your Partner Capital Loan *account* or fully repay any Partner Capital Loan prior to the expiry of the *instalment* tenor. For clarity, partial redemption of the Partner Capital Loan is not allowed.
- 7.2 The following terms and charges will apply if you close the Partner Capital Loan account or fully repay the Partner Capital Loan prior to the expiry of the *instalment* tenor.
- (a) we will calculate and notify you of the outstanding balance and the payment due date for the entire outstanding balance; and
 - (b) you must pay the entire outstanding balance together with an early redemption fee of S\$250 or 3% of the outstanding principal, whichever is higher.
- 7.3 If you fail to pay the entire outstanding balance on or before the due date stipulated by us in full, finance charges at the prevailing interest rates will be charged from the due date until the date such sums due (including finance charges) are paid in full.

The entire outstanding balance includes the total sum you owe us in respect of the Partner Capital Loan according to our records. This includes any fees, charges, goods and services tax, interest, costs, and expenses.

8 Information we disclose

- 8.1 You consent to us and each member of the *Standard Chartered Group*, including its officers, employees, agents and advisers disclosing your information to the *partnership*.

Part B - Meaning of words

9 Meaning of words

You also need to refer to our Customer Terms and Conditions (Current/Cheque/Savings Account and Time Deposit Terms and Personal Loan/Personal Line of Credit/Overdraft Terms) which also define key words used in these terms.

partnership means the person named as the partnership in the *facility letter*.

partner capital loan means a facility we make available to you under Part A of these terms.