

Terms and Conditions Governing United Overseas Bank Limited ("UOB") "UOB Business Payment Facility" ("Terms and Conditions")

- 1. Any principal holder ("Carduser") of a UOB Regal Business Metal Card, UOB Signature/World Business Card, UOB Business Plus Card, UOB Empire World Business Card and UOB Corporate Card (each, a "UOB Business Card") issued in Singapore by United Overseas Bank Limited ("UOB") and whose UOB Business Card account(s) is/are valid, subsisting, in good standing and satisfactorily conducted as determined by UOB at its discretion and which the UOB Business Card has not been cancelled or in the midst of being cancelled at the time of application, can apply for the UOB Business Payment Facility ("Facility") subject to these Terms and Conditions.
- 2. By applying for the Facility, the Carduser commits itself to comply with all the prevailing Terms and Conditions and the Carduser is deemed to have already read, understood, accepted and unconditionally agree to be bound by the Terms and Conditions. Notwithstanding the total amount that is being applied for under the Facility ("Requested Amount") by the Carduser, the Carduser accepts whatever quantum UOB decides to approve at its absolute discretion. By acknowledging and confirming the terms and/or submitting the completed application for the Facility, the Carduser requests from UOB such amount ("Approved Amount") under the Facility as UOB decides to approve and credit into the Designated Bank Account or pay via PayNow Corporate to the Designated UEN (both terms as defined in Paragraph 6(b) below) provided that the Approved Amount is equal to or less than the Requested Amount and is within the Carduser's UOB Business Card's available credit limit at the time of approval of the Carduser's application for the Facility.
- 3. A one-time administration fee ("Administration Fee") (which will be a specified percentage of the total Approved Amount set out in the table below) will be charged to the UOB Business Card stated in the application. It is the Carduser's responsibility to ensure that the Administration Fee together with the Requested Amount must be within the available credit limit of the Carduser's UOB Business Card at the time of approval of the Carduser's application for the Facility.

| Administration Fee | | | | |
|--------------------|----------|-------------|-------------|-------------|
| Card Type | One-time | 3-monthly | 6-monthly | 12-monthly |
| | Payment | instalments | instalments | instalments |
| Any UOB | 1.5% | 2% | 2.5% | 4% |
| Business Card | | | | |

- 4. For the avoidance of doubt, charging the Approved Amount to the UOB Business Card and paying the outstanding amounts due under the Facility do not qualify as card transactions and will not be awarded with UNI\$ or cash rebates.
- 5. The Carduser is responsible for the accuracy of the bank account details (including, but not limited to, the details of Designated Bank Account or the Designated UEN (both terms as defined in Paragraph 6(b) below) and all other information in any document (including, but not limited to, the card number of the UOB Business Card provided for the application)





submitted to UOB, and the Carduser warrants that all such information is true, correct and accurate. UOB shall not be liable or responsible for any losses, damages and/or costs incurred or sustained arising from any incomplete document or information and/or inaccuracy in any document or information, furnished and submitted by the Carduser to UOB.

- 6. (a) Approval process for the application of the Facility and the Requested Amount will take up to ten (10) Singapore working days from the date of UOB's receipt of the application. Any incomplete documentation or any application with incomplete information or wrong details or which has not been signed will result in a delay in the processing and/or rejection of the application for the Facility. The Carduser agrees that UOB may, in its opinion, reject any application for the Facility and/or the Requested Amount and UOB is not under any obligation whatsoever to give any explanation or reason or prior notice to the Carduser if any application is rejected or not approved or the Approved Amount granted is less than the Requested Amount. The Carduser must have sufficient available credit limit on the UOB Business Card that is more than the Requested Amount at the time of approval of the Carduser's application for the Facility. The Approved Amount made available to the Carduser under the Facility will be determined by UOB at its absolute discretion and the application of the Facility is subject to UOB's approval.
 - (b) Upon UOB's approval of the Facility, the Approved Amount shall be charged to the UOB Business Card account and shall be credited into a Singapore dollar denominated bank account opened and maintained in the name of the Company as specified in the application (the "Designated Bank Account") or via PayNow Corporate to the Unique Entity Number (UEN) of the Company as specified in the application (the "Designated UEN") in one lump sum payment within five (5) Singapore working days after the day of UOB's approval of the Facility and the Carduser's available credit limit on the UOB Business Card will be reduced by an amount equal to the Approved Amount, which will be earmarked by UOB but will be progressively restored upon receipt of payment(s).
 - (c) The Carduser is responsible for the accuracy of bank account details and other information in all documents submitted to UOB, and the Carduser warrants that such information is true, correct and accurate.
- 7. (a) The Approved Amount shall be charged to the Carduser's UOB Business Card at the time of approval of the application for the Facility and the Carduser shall pay the same via any one of the following payment arrangements: -
 - (i) a one (1) time full payment on the next monthly UOB Business Card billing statement that is issued after the application for the Facility has been approved. The one-time Administration Fee will be posted together with that one-time full payment; or
 - (ii) over three (3), six (6), or twelve (12) monthly instalments as billed in the monthly UOB Business Card billing statements issued after the application for the Facility has been approved. The one-time Administration Fee will be posted together with the first of such instalments

(b) If:





- (i) the one (1) time full payment arrangement is selected, the Approved Amount shall be charged to the UOB Business Card account and will be treated in the same way as any other card transaction charged to the UOB Business Card account and shall be payable in accordance with the Standard Terms (as defined in Paragraph 11 below); or
- (ii) the three (3), six (6), or twelve (12) monthly instalments payment arrangement is selected:-
 - if the Approved Amount cannot be divided into equal monthly instalments, the difference between the Approved Amount and the aggregate of the first two (2), five (5) or eleven 3 (11) monthly instalments payments will be posted as the last instalment payment amount in the applicable monthly UOB Business Card billing statement respectively;
 - each monthly instalment amount shall be charged to the UOB Business Card account and will be treated in the same way as any other card transaction charged to the UOB Business Card account; and
 - the monthly instalments payable will be reflected in the relevant monthly UOB Business Card billing statement and shall be payable in accordance with the Standard Terms.
- (c) In particular, but without prejudice to the generality of any of the above preceding sentences, interests and late payment charges will be levied on any overdue payments and/or instalment as well as other overdue amounts in the UOB Business Card account in accordance with the Standard Terms.
- 8. Once the Approved Amount is credited into the Designated Bank Account or paid via PayNow Corporate to the Designated UEN, the Carduser can neither cancel nor vary the Facility. However, prior to the Approved Amount being credited into the Designated Bank Account or paid via PayNow Corporate to the Designated UEN, the Carduser may request to cancel or vary the Facility provided that:
 - (a) the Carduser gives prior written or verbal notification to UOB;
 - (b) all requests to cancel or vary the Facility are subject to UOB's approval and discretion;
 - (c) such requested cancellation or variation will take effect seven (7) Singapore working days from the date of UOB's approval; and
 - (d) the Carduser shall pay the processing fee as specified in Paragraph 9(a) below.
- 9. (a) A processing fee of Singapore Dollars One Hundred (\$\$100.00) will be levied for the processing of a voluntary UOB Business Card account closure, or any change, cancellation or variation of the Facility.
 - (b) The Approved Amount will not be eligible for any other campaigns/promotions/programmes.
- 10. When UOB determines a matter in its opinion, the determination is made at their absolute discretion. When UOB acts or refuses to act on any matter including any instruction or transaction, UOB does not need to provide any reason for their act or refusal unless required by the law. If UOB receives any instruction on a non-Singapore working day or after the specified clearance or cut-off times, UOB may treat the instruction as received on the following Singapore working day.





- 11. UOB reserves the right, in its absolute discretion, to amend, delete or vary any of the Terms and Conditions without giving any reason or prior notice. The Terms and Conditions and amendments made to them from time to time shall apply to the Carduser. The Terms and Conditions herein are to be read together with the terms and conditions of the prevailing UOB Corporate Cardmember Agreement (Personal Liability) or UOB Corporate Cardmember Agreement (Sole Corporate Liability/ Joint & Several Liability) (as the case may be) (available at uob.com.sg/corporatecardstnc) (collectively the "Standard Terms"). The Standard Terms will not apply to the extent that they are inconsistent with, or expressly overridden by, the Terms and Conditions. In the event of inconsistency between the Terms and Conditions and any advertising, promotional and other materials relating to or in connection with the Facility, the Terms and Conditions shall prevail.
- 12. A person who is not a party to any agreement governed by the Terms and Conditions herein shall have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any terms of such agreement.
- 13. The Terms and Conditions herein and all matters arising out of or in connection with the Facility and the Approved Amount are subject to the laws of Singapore and the Carduser irrevocably agrees to submit to the exclusive jurisdiction of the Courts of Singapore. This clause does not limit UOB's right to bring legal proceedings in any country and to take concurrent legal proceedings in more than one country.

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