

STANDARD TERMS AND CONDITIONS RELATING TO NANYANG ACADEMY OF FINE ARTS (“NAFA”) TUITION FEE LOAN (the “AGREEMENT/STANDARD TERMS AND CONDITIONS”)

1. NO MULTIPLE FINANCING

Once the Tuition Fee and/or Study Loan is granted by DBS Bank (“**the Bank**”), the borrower (the “**Borrower**”) shall not apply for any similar loan with any other participating bank during the duration of his/her course of study.

2. DEATH, INSANITY, BANKRUPTCY, ANY DISABILITY OR MENTAL INCAPABILITY OF THE GUARANTOR

If at any time during the term of the Loan the guarantor (“**Guarantor**”) dies, becomes adjudged a bankrupt, becomes disabled or mentally incapable, or the Guarantor remains outside of Singapore for more than twelve (12) consecutive months, the Borrower shall inform the Bank and NAFA immediately of the occurrence of such event and shall substitute another guarantor to be approved by the Bank within one (1) month of such event. The substituted Guarantor shall be ready and willing to take over the obligations as if the substituted Guarantor were a party to this Agreement from the commencement of the Loan. If the Borrower fails to do so, the Bank may at its option any time thereafter terminate this Agreement. All sums due and owing shall become immediately repayable and the Bank shall have an immediate right of recovery.

3. DISBURSEMENT

3.1. Disbursement of the Loan to the Borrower shall be subject to the fulfilment of the following condition precedent:

- a. the satisfactory documentation, in form and substance, of the Loan; and
- b. the Borrower shall not have withdrawn from the whole or any part of the Loan.

3.2. Notwithstanding anything to the contrary hereinbefore contained, may, in its discretion, any time suspend payment or revoke this Agreement in the event the Borrower is found to have breached any of the conditions stated herein without citing any reasons.

3.3. The Loan will be credited directly into the Borrower’s loan account with NAFA on such date(s) and in such amount and manner as may be stipulated by NAFA.

4. INTEREST ON THE LOAN

4.1 Interest on the Loan shall start accruing after graduation from such date as the Bank notifies in writing, and such interest shall be based on the Interest Rate (as defined in Clause 4.2), or such other rates as may be determined from time to time by the Bank. To avoid doubt, the Interest Rate will be updated every 6 months as set out in Clause 4.2. Such interest shall accrue on a monthly rest basis based on a 365-day year until the date on which full repayment of the Loan is made. In the event that the Borrower leaves NAFA without completing his/her programme, interest will be chargeable with effect from the first day of the month immediately following the month in which notification of such non-completion is given to the Bank.

For the purposes of this Clause 4.1, “**after graduation**” means after the Borrower completes his final examinations. A final examination shall include a re-examination.

4.2 INTEREST RATES

For the purposes of Clause 4.1, "Interest Rate" means the interest rate set by the Bank on 1 April and 1 October each year, based on the sum of:

- (i) the 3-month compounded Singapore Overnight Rate Average as published by the Monetary Authority of Singapore ("SORA") on 1 March and 1 September of that year respectively; and
- (ii) an additional 1.5 percentage points

4.3 The Bank will not issue notifications to the Borrower and Guarantor to update them on the applicable interest rate as determined in accordance with Clause [4.1]. Please refer to the Bank's website for the applicable interest rate.

5. VARIATION OF LOAN QUANTUM

- 5.1. In the event that the Borrower does not require any loan for any particular academic year or wishes to vary the loan quantum, he must notify NAFA at finance@nafa.edu.sg and the Bank in writing by sending a notice no later than 31st May preceding that academic year in question.
- 5.2. The Borrower may only vary the loan quantum on a yearly basis. For the avoidance of doubt, the loan quantum may not varied on a term basis.

6. REPAYMENT

- 6.1. Repayment comprising both principal and interest may be made in a full lump sum or by equal monthly instalments. The payment of the lump sum or first monthly instalment shall be made no later than 1 year from the date of graduation for Diploma and no later than 2 years for Degree, and thereafter monthly instalment payments shall be made on the 1st day of each month.
- 6.2. The minimum amount of repayment is Singapore Dollars One Hundred (\$100) per month. The repayment period may be extended up to a maximum of 10 years for Diploma and up to a maximum of 20 years for Degree. Any amount, which remains outstanding thereafter, shall become immediately due and payable.
- 6.3. Early repayment of the Loan can be made provided that the Borrower notifies NAFA's Finance Division and the Bank at least seven (7) working days before the proposed early repayment date. Early repayments can be made in one lump sum or in installments. The minimum installment per month Singapore Dollars One Hundred (\$100) via GIRO Payment.
- 6.4. PROVIDED ALWAYS THAT in the event of non-completion or if any information in this application is found to be incorrect, the remaining Loan outstanding shall become immediately due and payable. The Bank may exercise its discretion to allow such repayment by monthly installments on such terms and conditions as it deems fit.

7. FEES PAYABLE

The Borrower and the Guarantor shall be jointly and severally liable to pay:

- 7.1. all costs, fees, expenses and other charges legal or otherwise including stamp duty incurred in the preparation and execution of this Agreement and any other relevant documents necessary under the provisions hereof;
- 7.2. all legal fees incurred by NAFA and/or the Bank on an indemnity basis and other costs and

disbursements in connection with demanding and enforcing payment of monies due hereunder and/or any of the covenants, undertakings, stipulations, terms and conditions contained in this Agreement;

7.3. and the Bank may debit the Borrower's account towards the whole or part payment of the above.

8. EVENTS OF DEFAULT

The Loan and any part thereof for the time being outstanding and unpaid and all other charges and monies payable hereunder shall become immediately due and payable by the Borrower if:-

- 8.1. the Borrower defaults in the payment of any of the instalments of the Loan and Interest thereon (including default interest) or any part thereof on the due date or dates in the payment of any other monies hereby covenanted to be paid;
- 8.2. the Borrower commits or threatens to commit a breach of any of the covenants, undertakings, stipulations, terms and conditions contained in this Agreement;
- 8.3. the Borrower enters into any arrangement or composition for the benefit of creditors or shall have a receiving or adjudication order made against him/her;
- 8.4. a situation has arisen or there has been a material change in the circumstances of the Borrower which, in the opinion of the Bank, will affect the Borrower's ability to repay the Loan and interest or will make it improbable for the Borrower to observe and perform his obligations under this Agreement;
- 8.5. the Borrower fails to furnish another guarantor as required in Clause 2 above within one (1) month of the death, insanity, bankruptcy or disability whether mental or physical of the Guarantor or such any longer period as the Bank may see fit ;
- 8.6. the Borrower leaves NAFA without completing his Course of Study; or
- 8.7. the Borrower is transferred during his Course of Study to any other tertiary education institution in Singapore.

9. LATE PAYMENT INTEREST

- 9.1 If repayment of the Loan (including interest on the Loan as calculated in accordance with Clause [4.1]) is not made by the due date (for lump sum payment) or dates (for payment by instalments), the Bank shall be entitled to impose interest on any overdue payment(s) based on the Late Payment Interest Rate (as defined in Clause 9.2) or such other rates as may be determined from time to time by the Bank. To avoid doubt, the Late Payment Interest Rate will be updated every 6 months as set out in Clause 9.2. Such interest shall accrue from the date on which payment of Loan or Loan instalment(s) falls due until the date on which full payment is made.

9.2 INTEREST RATES

For the purposes of Clause 9.1, "**Late Payment Interest Rate**" means the interest rate for late payments set by the Bank on 1 April and 1 October each year, based on the sum of:

- (i) the 3-month compounded SORA on 1 March and 1 September of that year respectively; and
- (ii) an additional 4.5 percentage points.

- 9.3 The Interest Rate and Late Payment Interest Rate applicable across the applicable periods in a given year shall be as follows:

- (i) for interest or late payment interest payable in the period from January to March of that year, the Interest Rate or Late Payment Interest Rate set by the Bank on 1 October of the preceding year;

- (ii) for interest or late payment interest payable in the period from April to September of that year, the Interest Rate or Late Payment Interest Rate set by the Bank on 1 April of the same year; and
- (iii) for interest or late payment interest payable in the period from October to December of that year, the Interest Rate or Late Payment Interest Rate set by the Bank on 1 October of the same year.

9.4 The Bank will not issue notifications to the Borrower and Guarantor to update them on the applicable interest rates on every 1 April and 1 October. Please refer to the Bank's website for the applicable interest rates for each 6-month period.

10. RIGHT OF SET-OFF

In addition to any remedies, lien, right of set-off or other rights which the Bank may have by law which the Bank and/or NAFA shall be entitled at any time and without notice to the Borrower/Guarantor to combine or consolidate all or any of the Borrower's/Guarantor's accounts with NAFA and/or the Bank anywhere or set-off or transfer any sum or sums standing in one or more of such accounts in or towards satisfaction of all or any of the monies and liabilities due by the Borrower/Guarantor under this Agreement

11. INDEMNITY

The Borrower and the Guarantor shall fully indemnify and keep NAFA indemnified against all and any costs, fees, expenses and other charges, legal or otherwise, incurred by NAFA in connection with the Loan and the discontinuation and cancellation thereof.

12. INDULGENCE GRANTED

No waiver, neglect, delay or forbearance, whether passive or express, on the part of NAFA and/or the Bank to require and enforce payment of any monies under this Agreement or the performance and observance of any covenants in this Agreement nor the granting of any time by NAFA and/the Bank to the Borrower shall in any way prejudice or affect any rights, powers or remedies of NAFA and/or the Bank, nor will the NAFA and/or the Bank's right be prejudice or waived in in respect of any other or subsequent breach of any of the covenants, undertakings, stipulations, terms and conditions aforesaid.

13. STATEMENT OF INDEBTEDNESS

Notwithstanding minor clerical or typographical mistakes/errors, a statement or certificate signed by the Manager, Accountant or any other authorized officer of the Bank as to the monies and liabilities for the time being due to or incurred by the Bank be final and conclusive and be binding on the Borrower and the Guarantor.

14. NOTICE OF DEMAND

- 14.1. Any demand for payment of monies or any other demand or notice under this Agreement may be issued by the Manager, Accountant, Legal Officer or by any person or firm appointed by the Bank to the Borrower and/or Guarantor, as the case may be.
- 14.2. Any notice or demand shall be sent by post or delivered to the last known address of the Borrower and/or the Guarantor. A notice or demand so given or made shall be deemed to be given on the day it was delivered at the last known address or the day following that day on

which it was posted, as the case may be, whether or not it was actually received by the Borrower and/or Guarantor.

15. GOODS AND SERVICE TAX (“GST”)

In the event that any additional GST or any other taxes, levies or charges whatsoever are required by law to be paid in respect of any sums payable to the Bank or any other matters under or relating to the Loan or any security relating to the Loan, the same shall be borne by the Borrower and the Borrower shall pay to Bank the amount of any such GST or other taxes, levies or charges (or such part thereof which the law does not prohibit the Bank from collecting from the Borrower) at or before the time the same becomes due under law, in addition to all other sums payable to Bank in relation to the Loan.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Singapore and the parties hereto agree to submit to the exclusive jurisdiction of the Courts of Singapore.

17. THIRD PARTY CLAUSE

17.1. It is hereby expressly declared that none of the terms and/or conditions relating to the Loan shall be enforceable by any third party whether pursuant to the Contracts (Rights of Third Parties) Act 2001 or otherwise. In this Clause, the expression “third party” shall mean any person(s) other than:-

- a. the Borrower;
- b. the Bank and its successors and assigns; and
- c. NAFA and its successors and assigns.

17.2. Notwithstanding any terms and/or conditions relating to the Loan, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of the Loan.

18. GENERAL

18.1. The Borrower shall inform NAFA and the Bank immediately of any changes in the Borrower’s or the Guarantor’s address.

18.2. Capitalized terms used herein, unless otherwise defined, shall bear the same meaning as defined in the Loan;

18.3. These terms and conditions shall be binding on the Borrower and the Guarantor jointly and severally;

18.4. Words importing the singular number include the plural number and vice versa; Words importing the masculine gender include the feminine or neuter gender;

18.5. The expression “the Borrower” and “the Guarantor” include the personal representatives and administrators of the Borrower and the Guarantor includes its successors and assigns.

19. AMENDMENTS TO THE STANDARD TERMS AND CONDITIONS

19.1. NAFA and/or the Bank reserves the right to add to or to vary any of these Standard terms and conditions at any time at its discretion, and such additions and/or variations shall be deemed

to be binding on the Borrower and the Guarantor without further notice.

- 19.2. NAFA and/or the Bank may vary any of the terms and conditions of this Agreement at any time and such variation shall take effect within such period specified by NAFA and/or the Bank after notice of the variation is provided to the Borrower and/or Guarantor. Where no period is specified in the notice, the variation shall take effect 30 days from the date the Borrower and/or Guarantor is deemed to have notice under Clause 19.3 below.
- 19.3. All variations shall take effect and bind the Borrower and Guarantor from the date specified in the aforesaid notice. The aforesaid notice may be given to the Borrower and Guarantor by post or by exhibiting the variations or a set of the revised Standard Terms and Conditions at any NAFA branch or via publication through any media. Upon such exhibition or publication, the Borrower and Guarantor shall be deemed to have notice of such variations.
- 19.4. If the Borrower or Guarantor does not accept any variations to the Standard Terms and Conditions, the Borrower shall immediately repay the Bank all monies owing inclusive of applicable interest under the Loan. Where the Borrower continues to use the Loan or if the Loan remains outstanding after such notification, the Borrower or Guarantor shall be deemed to have agreed with and accepted such change(s).

20. SHARING OF INFORMATION

By agreeing to this Agreement, the Borrowers agrees that:-

- 20.1. NAFA, the Bank, its related corporations, agents, representatives and or any other relevant third party authorities or institutions (the "**Recipient**") may collect, use, process, retain, transmit and/or disclose to each other and to the Ministry of Education such information about and particulars of the Borrower and/or the Guarantor ("Personal Data") as they deem fit for purposes of this Agreement;
- 20.2. For the purpose of paragraph 20.1 above, "Personal Data" shall have the meaning defined under the Personal Data Protection Act of Singapore (2012) and includes, but is not limited to, all information and particulars provided to NAFA and or the Bank relating to or in connection with this Agreement. The Borrower and Guarantor agree to be bound by NAFA's and the Bank's Privacy Policy, as may be implemented, amended, supplemented or substituted from time to time;
- 20.3. The Recipient may collect, use, process, retain, transmit and/or disclose Personal Data to provide the Borrower and/or Guarantor with marketing, advertising and promotional information, materials and/or documents relating to products and/or services that NAFA and/or the Bank may be selling, marketing, offering or promoting, whether such products or services exist now or are created in the future; and to send the Borrower and/or Guarantor such marketing, advertising and promotional information through the modes of communication and to the telephone number(s), residential address or personal email address as indicated in this Agreement;
- 20.4. Additionally, the Borrower and Guarantor consent to the collection, use, disclosure, retention and/or transmission of his personal data to (i) the Singapore government agencies and statutory boards in accordance with any legal or regulatory requirements; (ii) internal and/or external auditors for audit purposes; (iii) any of NAFA's subsidiaries, branches, agents, correspondents, agencies or representative offices; (iv) any credit bureau of which NAFA is member, any other member(s) and/or compliance committee of such credit bureau and/or any of NAFA's potential assignees or transferees for the purpose of the delivery of the degree programmes;

- 20.5. The Recipient may disclose the Personal Data to its professional advisers or relevant third parties, provided that such third party is bound by a written agreement or legal duty on such terms at least as strict as those set out in this section to keep such terms confidential;
- 20.6. Notwithstanding the foregoing, the preceding provisions in this Section will not apply to Personal Data that: (i) is already publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is rightfully already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; or (v) is approved for release or disclosure by the Borrower and/or the Guarantor without restriction. The Recipient may disclose Personal Data to the extent necessary to comply with the order of a court of competent jurisdiction or other governmental authority;
- 20.7 The Borrower and Guarantor hereby consent to the IHL, its agent and/or any other persons who in their capacity or office have access to the IHL's or agent's records, whether contained in the loan application, loan agreement or otherwise, with regard to the Borrower or Guarantor, to collect, use and disclose any data or information relating to the Borrower or Guarantor's accounts and affairs (the "Loan Information") to the Government of Singapore for the purpose of loan administration.

The Borrower and Guarantor further consent to the Government of Singapore collecting, using and disclosing the Loan Information and any other relevant personal data collected by other Government entities from and to the IHL, its agents and/or any other persons who in their capacity or office have access to the IHL's or agent's records, or any other person involved in the loan administration, for the purposes of loan administration, statistics, and policy formulation and review".

21 WAIVER

The failure by a party to assert a right under this Agreement or to insist upon compliance with any term and condition shall not constitute a waiver of that right by the party or excuse a similar subsequent failure to perform by the other party.

22 SEVERABILITY

If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable by any law to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further without invalidating the remainder of the terms of this Agreement.

23 ENTIRE AGREEMENT

The Application Form, Letter of Offer and this Standard Terms and Conditions, and any other documents entered into between NAFA, the Bank, the Borrower and/or the Guarantor (or any two or more of them) in relation to the Tuition Fee Loan shall constitute the entire agreement and shall supersede all prior agreements and understandings, oral and written, between the parties.