

## Summary Changes

### 1) Charge Annexure

No	Provision	Original clause prior to review	Revised Clause
1.	<b>10.3 No liability for involuntary loss</b>	The Bank will not be liable to the Chargor for any direct or indirect loss or any involuntary loss incurred or suffered by the Chargor due to or as a result of or arising from the exercise by the Bank of any of its rights, powers or remedies under or in connection with this Charge or by operation of law or custom or otherwise In particular, the Bank is not obliged to obtain the true or best market value of the Property or the Said Lease (as the case may be).	The Bank <del>will</del> <b>shall</b> not be liable to the Chargor for any direct or indirect loss or any involuntary loss incurred or suffered by the Chargor due to or as a result of or arising from the exercise by the Bank of any of its rights, powers or remedies under or in connection with this Charge or by operation of law or custom or otherwise <b>save and except where such loss or damage is directly caused by the negligence or wilful default of the Bank</b> . In particular, the Bank is not obliged to obtain the true or best market value of the Property or the Said Lease (as the case may be).

### 2) Charge of Money Deposit

No	Provision	Original clause prior to review	Revised Clause
1.	<b>2.5 No withdrawal of or right to use the Deposits by Depositor</b>	(b) so long as the whole or any part of the Secured Liabilities is or remains or may be or become due, owing or payable to the Bank, the Depositor will not be entitled to withdraw or use any of the Deposits (or any part of any Deposit) for any purpose except with the Bank's prior written consent (which the Bank may give or refuse in its absolute discretion, and if refused, without any obligation for the Bank to give any reason for the refusal).	(b) so long as the whole or any part of the Secured Liabilities is or remains or may be or become due, owing or payable to the Bank, the Depositor will not be entitled to withdraw or use any of the Deposits (or any part of any Deposit) for any purpose except with the Bank's prior written consent (which the Bank may give or refuse in its <del>absolute</del> discretion <b>and according to its policies</b> , and if refused, without any obligation for the Bank to give any reason for the refusal).

2.	3 RIGHT OF SET-OFF	<p>3.1</p> <p>(a) even if all or any part of the Secured Liabilities are not or have not become due and payable by the Customer or the Depositor (as the case may be) to the Bank, the Bank will still be entitled to set-off and transfer all or any or any part of the Deposits in or towards the satisfaction of all or any or any part of the Secured Liabilities as the Bank deems fit. However, if it later turns out that the amount of the Deposit or Deposits (as the case may be) so set off and transferred by the Bank is more than the amount of the Secured Liabilities (or as the case may be, part thereof) then owing or payable to the Bank, the Bank shall, at its option and absolute discretion, either deposit the surplus amount of the Deposit or Deposits concerned in the name of the Depositor with the Bank in accordance with <u>Clause 3.2</u>, or refund the surplus amount to the Depositor; and</p>	<p>3.1</p> <p>(a) even if all or any part of the Secured Liabilities are not or have not become due and payable by the Customer or the Depositor (as the case may be) to the Bank, the Bank will still be entitled to set-off and transfer all or any or any part of the Deposits in or towards the satisfaction of all or any or any part of the Secured Liabilities <del>as the Bank deems fit</del> according to its policies. However, if it later turns out that the amount of the Deposit or Deposits (as the case may be) so set off and transferred by the Bank is more than the amount of the Secured Liabilities (or as the case may be, part thereof) then owing or payable to the Bank, the Bank shall, at its option and <del>absolute</del> discretion according to its policies, either deposit the surplus amount of the Deposit or Deposits concerned in the name of the Depositor with the Bank in accordance with <u>Clause 3.2</u>, or refund the surplus amount to the Depositor; and</p>
	3 RIGHT OF SET-OFF	<p>(b) the Bank may exercise its rights as mentioned above in this <u>Clause 3.1</u>:</p> <p>(i) even if all or any of the Deposits have not matured; and</p> <p>(ii) even if all or any of the Deposits and the Secured Liabilities (or any part thereof) are denominated in different currencies, In this event, the Bank may (and is hereby authorised by the Depositor to) convert in accordance with the Bank's usual practice or at the then prevailing spot rate of exchange of or available to the Bank (as conclusively determined by the Bank) all or any or any part of the Deposits as the Bank deems fit in its absolute discretion, into the currency or currencies of the Secured Liabilities (or part thereof, as the case may be).</p>	<p>(b) the Bank may exercise its rights as mentioned above in this <u>Clause 3.1</u>:</p> <p>(i) even if all or any of the Deposits have not matured; and</p> <p>(ii) even if all or any of the Deposits and the Secured Liabilities (or any part thereof) are denominated in different currencies, In this event, the Bank may (and is hereby authorised by the Depositor to) convert in accordance with the Bank's <del>usual practice</del> policies or at the then prevailing spot rate of exchange of or available to the Bank (as conclusively determined by the Bank) all or any or any part of the Deposits <del>as the Bank deems fit in its absolute</del> in its discretion, into the currency or currencies of the Secured Liabilities (or part thereof, as the case may be).</p>

	<p><b>3.3</b> <b>Application of moneys:</b></p>	<p>If the amount of the Deposit or Deposits (as the case may be) at any time set-off, transferred and applied by the Bank towards satisfaction of the Secured Liabilities then outstanding or due to the Bank is less than the amount then outstanding or due to the Bank, the Bank shall be entitled to apply the amount of the Deposit or Deposits (as the case may be) so set off and transferred towards satisfaction of the Secured Liabilities then outstanding or due in such manner, proportion and/or order of priority as the Bank deems fit in its discretion.</p>	<p>If the amount of the Deposit or Deposits (as the case may be) at any time set-off, transferred and applied by the Bank towards satisfaction of the Secured Liabilities then outstanding or due to the Bank is less than the amount then outstanding or due to the Bank, the Bank shall be entitled to apply the amount of the Deposit or Deposits (as the case may be) so set off and transferred towards satisfaction of the Secured Liabilities then outstanding or due in such manner, proportion and/or order of priority <b>according to its policies.</b> <del>as the Bank deems fit in its discretion.</del></p>
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