

DBS Reference: SIT6

TUITION FEE LOAN APPLICATION FORM

For Postgraduate Programmes

INFORMATION

1. Full-time Singapore Citizens (SC), Singapore Permanent Residents (SPR) and International (IS)(*) students, enrolled in postgraduate degree programmes at the Singapore Institute of Technology (SIT) and have signed up for service obligations may apply for a **Tuition Fee Loan (TFL)** for up to 90% of the Ministry of Education's (MOE) subsidised tuition fees payable by Singapore Citizens.
2. The application form should be typewritten or legibly written in BLOCK LETTERS.
3. This loan **requires a guarantor**. The guarantor must meet the following criteria:
 - Between the age of 21 to 60 years old.
 - Must not be an undischarged bankrupt.
 - Should not be an existing guarantor for more than two (2) students' loans concurrently. The guarantor acknowledges that he/she is aware of his/her obligations as a guarantor for this loan and its financial implications. To avoid any doubt, the guarantor shall be jointly and severally liable with the borrower for the loan including any amounts due and owing by the borrower under the loan. Under exceptional circumstances, DBS may at its sole discretion, permit a person to act as a guarantor of this loan notwithstanding that the person is already an existing guarantor for two (2) or more loans concurrently.
 - If you are a Singapore Citizen, your guarantor must be a Singapore Citizen.
 - If you are a Singapore Permanent Resident Student, your guarantor can be a Singapore Citizen or Permanent Resident.
 - If you are an International Student, your guarantor can be a Singapore Citizen, Permanent Resident or a foreigner.

INSTRUCTIONS

1. Applicants and their guarantors are required **to visit any branch of the DBS Bank Ltd (DBS)** with:
 - The completed **TFL Application Form**.
 - A copy of the **Letter of Offer for Admission to SIT** (for freshmen) or a photocopy of the student card (for students currently enrolled in SIT).
 - Applicant's **identity card / valid passport** (for Permanent Residents and foreigners, passport must be valid for no less than 6 months at the time of application).
 - Guarantor's identity card / valid passport (for Permanent Residents and foreigners, passport must be valid for no less than 6 months at the time of application)
1. The **Letter of Offer for a Tuition Fee Loan** is to be signed in the presence of a DBS Bank Officer. For guarantors who are not in Singapore, the Letter of Offer for a Tuition Fee Loan must be signed in the presence of a notary public of the country in which the signing takes place.
2. Please ensure that the TFL Application Form is fully and correctly completed to avoid processing delays.
3. Please ensure the Letter of Offer and the TFL Application Form are stamped and signed by the Bank and please retain a copy of these documents for your record.
4. Please refer to SIT website on the relevant criteria of application.

APPLICATION FORM FOR TUITION FEE LOAN

This loan is only for Singapore Citizen (SC), Permanent Resident (PR) and International (IS) students.

The application form should be typewritten or legibly written in BLOCK LETTERS.

PARTICULARS OF BORROWER			
Name as in NRIC/Passport: (please underline surname)			Marital Status:
Date of Birth:	NRIC/FIN No.:	Passport Expiry Date:	Country of Issue:
Citizenship:		Home Tel No.:	Mobile No.:
Singapore Address:			
Overseas Home I Address (For Permanent Resident & International Student Only)			
Email Address:			
EDUCATION DETAILS			
Name of University:			Matriculation No.:
Course Name:	Length of Course:	Year of Study:	
FINANCING REQUIRED			
Loan Quantum (please tick as appropriate):			
<input type="checkbox"/>	Maximum loan allowable for the whole course or remaining course of study.		
<input type="checkbox"/>	50% of the tuition fee payable for the remaining course of study.		
<input type="checkbox"/>	30% of the tuition fee payable for the remaining course of study.		
<input type="checkbox"/>	Other percentage of the tuition fees payable for the remaining course of study: _____%		
<u>Note:</u> Financing from Tuition Fee Loan (TFL) will take effect only after approval by the Bank.			
PARTICULARS OF GUARANTOR			
Name as in NRIC/Passport: (please underline surname)			Marital Status:
Date of Birth (between 21 & 60 years):	NRIC/FIN No.:	Passport Expiry Date:	Country of Issue:
Citizenship:		Home Tel No.:	Mobile No.:
Permanent Home Address:			
Email Address:			

Relationship to Applicant:		Occupation:	Office Tel No.:
Name & Address of Employer:			
Are you a guarantor to any other student loan? If yes, please fill up the following details:			
Name of Borrower:	Name of Lender:	Type of Facility:	Amount Guaranteed:

DECLARATION OF BORROWER

In consideration of DBS Bank agreeing to grant me the TFL on behalf of SIT at my request, I hereby:

i) declare that (a) I am not a bankrupt; (b) the information given in this application is true and correct; (c) I have not wilfully withheld any material fact; and (d) I have understood all the terms & conditions governing this TFL Agreement [REF:SIT/STUDENTLOAN/T&C].

ii) agree to be bound by DBS Bank's Privacy Policy, as may be amended, supplemented or substituted by DBS Bank from time to time. DBS Bank's Privacy Policy can be obtained by (a) downloading a soft copy from DBS Bank's website (DBS Bank's website at www.dbs.com/privacy); or (b) obtaining a hard copy from a DBS branch.

iii) consent to the collection, use, disclosure and processing of my information and particulars relating to and in connection with me (whether contained in this application or otherwise), any and all of my accounts/facilities with DBS Bank (whether held alone or jointly), any transaction or dealings between me and/or SIT and DBS Bank, my credit standing and financial position, in accordance with the terms & conditions governing this TFL Agreement and DBS Bank's Privacy Policy, as may be amended by DBS Bank from time to time.

iv) I am aware of Singapore's firm stance against illegal and illicit activities. I confirm that my application for this facility/product is not for illegitimate purposes and that this facility/product will not be used as a platform for illegal activities.

Name of Borrower:

Signature of Borrower:

Date:

DECLARATION OF GUARANTOR

I hereby:

i) declare that (a) I am not a bankrupt; (b) the information given in this application is true and correct; (c) I have not wilfully withheld any material fact; and (d) I have understood all the terms & conditions governing this TFL Agreement [REF:SIT/STUDENTLOAN/T&C].

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iii) consent to the collection, use, disclosure and processing of my information and particulars relating to and in connection with me (whether contained in this application or otherwise), any and all of my accounts/facilities with DBS Bank (whether held alone or jointly), any transactions or dealings between me and/or SIT and DBS Bank, my credit standing and financial position, in accordance with the terms & conditions governing this TFL Agreement and DBS Bank's Privacy Policy, as may be amended by DBS Bank from time to time.

iv) acknowledge that I am aware of Singapore's firm stance against illegal and illicit activities. I confirm that my application for this facility/product is not for illegitimate purposes and that this facility/product will not be used as a platform for illegal activities.

v) acknowledge that I am aware of my role as a guarantor and its financial implications, and warrant that I am able to fulfil my obligations as a guarantor of this loan.

Name of Guarantor:

Signature of Guarantor:

Date:

Comments:	Recommended By:	Date:
	Approved By:	Date:
Type of Facility:	Amount Guaranteed:	

LETTER OF OFFER (for first-time applicants only)
PRIVATE & CONFIDENTIAL

Date: _____

Name of Borrower: _____

Address: _____

Dear Sir/Madam

TUITION FEE LOAN

1. We take pleasure in offering you, on behalf of the Singapore Institute of Technology (SIT), a Tuition Fee Loan (the Loan) of up to the maximum allowed under the prevailing Tuition Fee Loan Scheme for your course of study in the _____ or such other amount as may be determined by SIT.

The loan is subject to the following terms and conditions:

- The Loan: The Loan is granted to you for your course of study at SIT in accordance with the Tuition Fee Loan Scheme.
- Interest Rate: The interest rates are computed based on the average of the prevailing Prime rates of Singapore's 3 local banks, namely DBS Bank, Overseas-Chinese Banking Corporation Ltd (OCBC Bank) and United Overseas Bank (UOB) on the first day of each quarter or such other rate as may be determined from time to time. Interest is computed on a monthly rest basis on a 365-day year.
- Standard Conditions: The Terms & Conditions overleaf relating to the SIT Tuition Fee Loan Scheme which form an indivisible part of this offer shall apply.
- Guarantee: The principal amount of the Loan and interest shall be fully guaranteed by _____ (holder of identity card/ passport no. _____) ("Guarantor") of _____ (Address).

2. We trust that the above terms and conditions are acceptable to you and your Guarantor. Kindly confirm your acceptance by bringing both the Application Form and this Letter of Offer to any one of our branches of your choice together with your guarantor. Please also bring along your identity card/passport and that of the guarantor's for our verification. We look forward to being of service to you.

Yours sincerely,

Name & Designation:

Name of Bank: **DBS**

Acknowledgement and Acceptance by Borrower

(To be signed in the presence of a Bank Officer)

I hereby confirm my acceptance of the offer of the Loan upon the aforesaid terms and conditions.

Name of Borrower (as in NRIC/Passport): _____

Signature of Borrower: _____

NRIC/Passport No: _____

Date of Acceptance: _____

Acknowledgement and Acceptance by Guarantor

(To be signed in the presence of a Bank Officer or Notary Public (公証人) of the foreign country if guarantor is not in Singapore)

In consideration of SIT agreeing to my request to grant the Loan to the above-named Borrower on the terms and conditions set out above, I hereby irrevocably and unconditionally guarantee as principal debtor and not as surety only, the payment on demand of all sums of money which may from time to time be due and owing by the Borrower in respect of the Loan or any increase or variation in the amount thereof (including without limitation, interest and default interest) and my guarantee shall be a continuing security to SIT notwithstanding any indulgence given by SIT to the Borrower or the death, insanity, bankruptcy or other disability or personal incapacity of the Borrower or of myself, and my liability shall not be abrogated or affected by reason of the fact that the transaction affecting the sums of money hereby secured is void, voidable or unenforceable for any reason whatsoever. For the avoidance of doubt, I confirm that legal action in respect of the Loan need not first be commenced against the Borrower prior to commencing legal action against me in respect of my guarantee.

Name of Guarantor (as in NRIC/Passport): _____

Signature of Guarantor: _____

NRIC/Passport No: _____

Date of Acceptance: _____

STANDARD TERMS AND CONDITIONS RELATING TO SINGAPORE INSTITUTE OF TECHNOLOGY ("SIT") TUITION FEE LOAN/ STUDY LOAN ("THE LOAN")

1. NO MULTIPLE FINANCING

Once the Tuition Fee and/or Study Loan is granted by DBS Bank Ltd (hereinafter called "the Bank"), the borrower (the "Borrower") shall not make any application for similar loan to any other participating bank/company during the duration of his/her course of study.

2. DEATH, INSANITY, BANKRUPTCY OR ANY DISABILITY OF GUARANTOR

If at any time during the currency of the Loan Agreement the guarantor ("Guarantor") shall die or shall be adjudged a bankrupt or insane or in the case of a Guarantor who is either a Singapore citizen or Singapore Permanent Resident remain out of Singapore for more than twelve (12) consecutive months, as the case may be, then and in such an event the Borrower shall inform the Bank immediately of the happening of such event and shall substitute another guarantor in place thereof to be approved by SIT and the Bank within one (1) month period and such Guarantor shall be ready and willing to be substituted for and take over the obligations herein contained of the Guarantor as if the Guarantor were a party of this Agreement from the onset. If the Borrower fails to do so, SIT or the Bank may as its option any time thereafter terminate this Agreement and all sums due and owing to SIT shall become immediately repayable.

3. DISBURSEMENT

Disbursement of the Loan to the Borrower shall be subject to the fulfilment of the following conditions 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.

Notwithstanding anything to the contrary hereinbefore contained, SIT may, in its discretion, in any time suspend payment or revoke this Agreement, as appropriate. Without assigning any reason thereof in the event that the Borrower is found to have breached any of the conditions herein contained.

In the event that the documentation under (a) above is for any reason whatsoever aborted and/or the Borrower shall at any time before disbursement of the Loan withdraw, in whole or in part, from the Loan, SIT may in its absolute discretion and without further obligation, cancel its commitment under the Loan.

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

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

4. INTEREST COMPUTATION

Unless stated otherwise in the Loan Agreement, interest will be chargeable with effect from the first day of the 3rd calendar month after the graduation of the Borrower. For graduates/ withdrawals with remaining National Service (NS) obligations, the same interest commencement date will apply. The interest rates are computed based on the average of the prevailing Prime rates of Singapore's 3 local banks, namely DBS Bank, Overseas-Chinese Banking Corporation Ltd (OCBC Bank) and United Overseas Bank (UOB) on the first day of each quarter or such other rate as may be determined from time to time. Interest is computed on a monthly rest basis on a 365-day year.

For these purposes, graduation shall be deemed to have taken place when the Borrower passes the Final Examination (Main or Re-Examination). In the event that the Borrower leaves SIT without completing his/her course of study ("non-completion") 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.

5. VARIATION OF LOAN QUANTUM

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 the Bank and SIT in writing not later than the 31st May preceding that academic year in question. The Borrower may only vary the loan quantum on a yearly basis and may not vary it on a term basis.

6. REPAYMENT

Repayment may be made in a full lump sum or by equal monthly instalments comprising both principal and interest, and payment of the lump sum or first monthly instalment shall be made not later than two (2) years (for Tuition Fee Loan) or six (6) months (for Study Loan) from the date of graduation or on the 1st day of the month following the month in which the borrower secures employment, whichever is earlier, and thereafter payment of the monthly instalment shall be made on the 1st day of each month. The minimum amount of repayment is **Singapore Dollars One Hundred (\$100)** per month and the repayment period may be extended up to a maximum of twenty (20) years (for Tuition Fee Loan and/or Study Loan Interest-Bearing) or five (5) years (Study Loan Interest-Waiving). Interest shall also accrue in respect of any amount which remains outstanding after expiry of the repayment period, which is immediately due and payable.

Early repayment of the Loan can be made provided that the Borrower notifies (Finance Division) and the Bank at least seven (7) working days before the proposed early repayment date. Such early repayments can be in multiples of **Singapore Dollars Five Hundred (\$500)** (for Study Loan) and cannot be less than **Singapore Dollars One Thousand (\$1,000)** (for Tuition Fee Loan).

In the event that the Borrower leaves SIT without completing his/her course of study or if any information of this application is found to be incorrect, the Loan outstanding shall become immediately due and payable, subject to the Bank's right to exercise its option to allow such repayment by monthly installments on such terms and conditions as it deems fit.

7. FEES PAYABLE

The Borrower shall pay:

- a) 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; and
- b) All legal fees as between solicitors and client 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.

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 on demand by SIT and/or the Bank become immediately due and payable by the Borrower in any of the following events of default:

- a) If 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;
- b) If the Borrower commits or threatens to commit a breach of any of the covenants, undertakings, stipulations, terms and conditions herein contained in this Agreement;
- c) If the Borrower shall enter into any arrangement or composition for the benefit of creditors or shall have a receiving or adjudication order made against him;
- d) If a situation has arisen or there has been a material change in the circumstances of the Borrower which, in the opinion of SIT and/or 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;
- e) If the Borrower fails to furnish another guarantor as required in Clause 2 above within one (1) month of the death, insanity, bankruptcy or disability of the Guarantor or such longer period as the Bank may allow;
- f) If the Borrower leaves SIT without completing his Course of Study; or
- g) If the Borrower is transferred during his Course of Study to any other tertiary education institution in Singapore.

9. DEFAULT INTEREST

In the event of default by the Borrower to pay any one instalment which has become due or any part thereof on the due date or dates, then, and without prejudice to the other remedies which SIT and/or the Bank may be entitled hereunder, the Borrower shall pay additional interest at the rate of one percent (1%) per month on any instalment which has become due and payable on a monthly basis, notwithstanding that the instalment is in arrears for only part of a month. Additional interest shall accrue on all monies which shall have become due and payable to SIT under this Agreement at the rate of one percent (1%) per month and on a monthly rest basis, notwithstanding that the monies which have become due and payable are in arrears for only part of a month.

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 and hereunder the Bank 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 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 be jointly and severally liable to pay:

- a) All costs, fees, expenses and other charges legal or otherwise including stamp duty incurred in the preparation and execution of the Agreement or of any other document required by SIT; and
- b) SIT's and/or the Bank's solicitor's fees (on an indemnity basis) and other costs and disbursements in connection with demanding and enforcing payment of monies due under the Agreement and/or any of the covenants, undertakings, stipulations, terms and conditions contained herein.

12. INDULGENCE GRANTED

No neglect, delay or forbearance, whether passive or express, on the part of SIT 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 SIT and/or the Bank to the Borrower shall in any way prejudice or affect any of the rights, powers or remedies of SIT and/or the Bank, and no waiver of any such breach as aforesaid shall prejudice the rights of SIT and/or the Bank in respect of any other or subsequent breach of any of the covenants, undertakings, stipulations, terms and conditions aforesaid.

13. STATEMENT OF INDEBTEDNESS

A statement or certificate signed by the Manager, Accountant or any other authorized officer of the Bank or by the President or any other officer authorized by the President of SIT as to the monies and liabilities for the time being due to or incurred by SIT and/or the Bank shall subject only to computation and/or clerical mistakes be final and conclusive and be binding on the Borrower and the Guarantor.

14. NOTICE OF DEMAND

Any demand for payment of monies or any other demand or notice under this Agreement may be made by the Manager, Accountant, Legal Officer or by any person or firm for the time being acting as solicitor or solicitors for SIT and/or the Bank by a letter addressed to the Borrower and/or Guarantor, as the case may be, and sent by post or delivered to the last known address of the Borrower and/or the Guarantor and a notice or demand so given or made shall be deemed to be given or made or received on the day it was so left or the day following that on which it is posted, as the case may be, whether or not it is actually received by the Borrower and/or Guarantor.

15. GOODS AND SERVICE TAX ("GST")

In the event that any GST or any other taxes, levies or charges whatsoever are now or hereafter required by law to be paid on or 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 the 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 the Bank in relation to the Loan and the Borrower shall indemnify the Bank against such payment thereof.

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

It is hereby expressly declared that none of the terms and/or conditions relating to the Loan shall be enforceable by any third party. 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) SIT and its successors and assigns.

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

- a) The Borrower shall inform SIT and the Bank immediately of any change in the Borrower's or the Guarantor's address;
- b) Capitalized terms used herein, unless otherwise defined, shall bear the same meaning as defined in the Loan Agreement;
- c) These terms and conditions shall be binding on the Borrower and the Guarantor jointly and severally;
- d) Words importing the singular number include the plural number and vice versa; Words importing the masculine gender include the feminine or neuter gender;
- e) The expression "the Borrower" and "the Guarantor" include the personal representatives and administrators of the Borrower and the Guarantor and the expression "the Bank" includes its successors and assigns.

19. AMENDMENT TO STANDARD CONDITIONS

- a) SIT or the Bank reserves the right to add to or to vary any of these 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.
- b) SIT or the Bank may vary any of the terms and conditions of the Standard Conditions at any time and such variation shall take effect within such period specified by SIT or the Bank after notice of the variation is provided to the Borrower and/or Guarantor by SIT or the Bank. 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(c) below.
- c) 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 Conditions at any branches of the Bank or via publication through any media. Upon such exhibition or publication, the Borrower and Guarantor shall be deemed to have notice of such variations or amended Standard Conditions.
- d) If the Borrower or Guarantor does not accept any variation to the Standard Conditions, the Borrower shall immediately repay to 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

- a) SIT and the Bank 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.
- b) For the purpose of paragraph 20(a) above, "Personal Data" shall have the meaning defined under the Personal Data Protection Act of Singapore (No 26 of 2012) and includes but is not limited to all information and particulars provided to SIT and/or to the Bank relating to, in connection with or arising from this Agreement. The Borrower and Guarantor agree to be bound by SIT's Privacy Policy, as may be implemented, amended, supplemented or substituted by SIT from time to time.
- c) SIT and the Bank 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 SIT 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.
- d) Additionally, the Borrower and Guarantor consents 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 the Bank's subsidiaries, branches, agents, correspondents, agencies or representative offices; (iv) any credit bureau of which the Bank is member, any other member(s) and/or compliance committee of such credit bureau and/or any of the Bank's potential assignees or transferees and (v), for the purpose of the delivery of the degree programme.
- e) Except as otherwise provided by law and this Agreement, neither SIT and the Bank shall disclose Personal Data to any third party; provided, however, that either SIT or the Bank may disclose the Personal Data to its professional advisers, 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.
- f) Notwithstanding the foregoing, the preceding provisions in this Section will not apply to Personal Data that: (i) is 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. SIT and the Bank may disclose Information to the limited extent necessary to comply with the order of a court of competent jurisdiction or other governmental body having authority over such Party.