



30 April 2024

Dear Valued Client,

Notice of Amendment to the "STANDARD TERMS AND CONDITIONS RELATING TO CREDIT FACILITIES", "APPLICATION FOR CREDIT FACILITIES (FOR CORPORATIONS)" and "APPLICATION FOR REVISION OF EXISTING CREDIT FACILITIES (FOR CORPORATIONS)"

We would like to inform you that changes will be made to the following sections under the "STANDARD TERMS AND CONDITIONS RELATING TO CREDIT FACILITIES", "APPLICATION FOR CREDIT FACILITIES (FOR CORPORATIONS)"¹ and "APPLICATION FOR REVISION OF EXISTING CREDIT FACILITIES (FOR CORPORATIONS)"² on 5 June 2024 (The "Effective Date").

STANDARD TERMS AND CONDITIONS RELATING TO CREDIT FACILITIES

Prevailing	Revised
A. GENERAL	
1. INTEREST	
1.4 Unless otherwise specified in the Facility Letter, any change in the interest rate will take effect on the date falling one (1) month after the date of the Bank's written notice to the Borrower.	1.4 Unless otherwise specified in the Facility Letter, any change in the interest rate will take effect 30 days after the date of the Bank's written notice to the Borrower. However, if there is an increase in the annualised percentage rate or any changes in the interest rate margin of floating rates which increases the overall interest rates, a 60 days' advance notice will be given (other than due to a breach of the facility terms by the Borrower or any Security Provider).
13. NOTICES	
13.1 Any notice or communication to the Borrower or such Security Provider (as the case may be) may be given in writing or orally. If in writing, it may be delivered personally, or by post, courier, facsimile, SMS or electronic mail to the last known address, number or electronic mail details or to such other address, number or electronic mail details as the Borrower or each Security Provider (as the case may be) may have notified the Bank in writing or by other electronic means or on the Bank's website and will be deemed to be given or made or received: (a) if delivered personally, at the time left at the relevant address; (b) if sent by post (airmail, if overseas), 2 days after posting or 7 days after posting if by airmail, notwithstanding that it is returned by the post office undelivered;	13.1 Any notice or communication to the Borrower or such Security Provider (as the case may be) may be given in writing or orally. If in writing, it may be delivered personally, or by post, courier, facsimile, SMS or electronic mail to the last known address, number or electronic mail details or to such other address, number or electronic mail details as the Borrower or each Security Provider (as the case may be) may have notified the Bank in writing or by other electronic means or on the Bank's website and will be deemed to be given or made or received: (a) if delivered personally, at the time left at the relevant address; (b) if sent by post (airmail, if overseas), 2 days after posting or 7 days after posting if by airmail, notwithstanding that it is returned by the post office undelivered;

¹ Only applicable to Facilities applied via the "APPLICATION FOR CREDIT FACILITIES (FOR CORPORATIONS)"

² Only applicable to Facilities applied via the "APPLICATION FOR REVISION OF EXISTING CREDIT FACILITIES (FOR CORPORATIONS)"

Prevailing	Revised
13. NOTICES	
(c) if sent by registered mail or courier, on the date it is delivered or delivery is attempted, notwithstanding that it is undelivered or returned undelivered; (d) if sent by facsimile, at the time shown on the transmission report as being successfully sent; (e) if sent by electronic mail or SMS, at the time of delivery from the Bank's electronic messaging system notwithstanding that it was not successfully delivered; (f) if delivered via other electronic means, 24 hours after the Bank sends it notwithstanding that it was not successfully delivered; (g) if orally, when given to the Borrower or the relevant Security Provider (as the case may be) or person authorised to accept such demand or notice as set out in the Bank's records.	(c) if sent by registered mail or courier, on the date it is delivered or delivery is attempted, notwithstanding that it is undelivered or returned undelivered; (d) if sent by facsimile, at the time shown on the transmission report as being successfully sent; (e) if sent by electronic mail or SMS, at the time of delivery from the Bank's electronic messaging system notwithstanding that it was not successfully delivered; (f) if delivered via other electronic means, 24 hours after the Bank sends it notwithstanding that it was not successfully delivered; (g) if orally, when given to the Borrower or the relevant Security Provider (as the case may be) or person authorised to accept such demand or notice as set out in the Bank's records. Notwithstanding the above, the Borrower undertakes to, and shall, deliver to the Security Provider a copy of any notice or communication given by the Bank to the Borrower when received and the Security Provider undertakes and agrees to ensure that it receives a copy of the same.
25. RIGHT OF REVIEW	
25.1 The Facilities are uncommitted and payable on demand and accordingly, the availability and/or utilization of the Facilities or any part thereof is subject entirely to the Bank's sole and absolute discretion, unless the Facility Letter provides otherwise.	25.1 The Facilities are uncommitted and payable on demand and accordingly, the availability and/or utilization of the Facilities or any part thereof is subject entirely to the Bank's sole and absolute discretion, unless the Facility Letter provides otherwise. The Bank has the right, at any time and without prior notice to the Borrower to immediately terminate, suspend, cancel or withdraw the Facilities or any of them and/or demand immediate repayment of all sums owing to the Bank under the Facilities. Amounts owing under any Facilities including accrued interest, shall be payable by the Borrower on demand.
25.2 Additionally, the Bank may review any or all Facilities from time to time at its sole and absolute discretion and notwithstanding any other provisions of the Facility Letter, the Standard Conditions or any other document, the Bank may at its sole and absolute discretion and without prior notice to the Borrower immediately vary, terminate, reduce, revise, suspend, cancel or withdraw the Facilities or any of them and/or demand immediate repayment of all sums owing to the Bank under the Facilities (whether due or not). Amounts owing under any Facilities including accrued interest, shall be payable by the Borrower on demand.	25.2 Additionally, the Bank may review any or all Facilities from time to time at its sole and absolute discretion and notwithstanding any other provisions of the Facility Letter, the Standard Conditions or any other document, the Bank may at its sole and absolute discretion vary, reduce or revise the Facilities or any of them. The Bank will give prior notice to the Borrower or any Security Provider in a manner the Bank considers appropriate.

Prevailing	Revised
I. DEFINITION AND INTERPRETATION	
Definition of “Cost of Funds” in paragraph 60	
“Cost of Funds” means such rate as shall be determined from time to time by the Bank at its sole and absolute discretion to be the cost of its funding from whatever sources it may select;	“Cost of Funds (“COF”) is the Bank’s funding cost and shall be determined by the Bank from time to time with consideration of various factors, including but not limited to, the respective currency’s market benchmark rate, prevailing market conditions, and any other factors that may affect the Bank’s funding cost. COF is a floating rate and may change;

APPLICATION FOR CREDIT FACILITIES (FOR CORPORATIONS)

Prevailing	Revised
Paragraph (C) under “Facility Types”	
(C) the Borrower or the Security Provider may reject in full, but not in part only, the Confirmation delivered by the Bank pursuant to this Application by delivering to the Bank its notice in writing (or by such other means as acceptable to the Bank) that it rejects the Confirmation (the “Objection Notice”) which must be received by the Bank before the date falling 7 (seven) calendar days after the date of the Confirmation (the “Notice Date”). Provided that the Borrower has not, before the Notice Date, utilized any of the Facilities after the date of the Confirmation (in which case any Objection Notice delivered to the Bank shall be deemed void and have no effect), upon such receipt of the Objection Notice by the Bank, this Application (except for (c) below) shall be deemed void and have no effect. However, if, by the Notice Date, the Bank has not received any Objection Notice, the Borrower, the Security Provider and the Bank shall be deemed to have accepted and agreed to all of the Credit Terms (including the amount, the limits and the other terms and conditions (if any) set out in the Confirmation) on the date (the “Effective Date”) falling on the Notice Date or, as the case may be, the earlier date upon which the Borrower first utilizes the Facilities. For the avoidance of doubt, the Bank may in its absolute discretion issue a subsequent Confirmation amending the terms and conditions of the existing Facilities (including without limitation the limits, facility types and applicable interest rate). Subject always to the Bank’s right to review the Facilities from time to time and, in its sole and absolute discretion, vary, terminate, reduce, revise, suspend, cancel or withdraw any of the Facilities or any part thereof by giving 30 days prior notice (the “Notice Period”) to the Borrower or any Security Provider, if, by the expiry of Notice Period (or such other time period as stipulated by the Bank), the Bank has not received any Objection Notice in respect of the subsequent Confirmation, the Borrower, the Security Provider and the Bank shall be deemed to have accepted and agreed to all of the Credit Terms (including the amount, the limits and the other terms and conditions (if any) set out in the subsequent Confirmation);	(C) the Borrower or the Security Provider may reject in full, but not in part only, the Confirmation delivered by the Bank pursuant to this Application by delivering to the Bank its notice in writing (or by such other means as acceptable to the Bank) that it rejects the Confirmation (the “Objection Notice”) which must be received by the Bank before the date falling 7 (seven) calendar days after the date of the Confirmation (the “Notice Date”). Provided that the Borrower has not, before the Notice Date, utilized any of the Facilities after the date of the Confirmation (in which case any Objection Notice delivered to the Bank shall be deemed void and have no effect), upon such receipt of the Objection Notice by the Bank, this Application (except for (c) below) shall be deemed void and have no effect. However, if, by the Notice Date, the Bank has not received any Objection Notice, the Borrower, the Security Provider and the Bank shall be deemed to have accepted and agreed to all of the Credit Terms (including the amount, the limits and the other terms and conditions (if any) set out in the Confirmation) on the date (the “Effective Date”) falling on the Notice Date or, as the case may be, the earlier date upon which the Borrower first utilizes the Facilities. For the avoidance of doubt, the Bank may in its absolute discretion issue a subsequent Confirmation amending the terms and conditions of the existing Facilities (including without limitation the limits, facility types and applicable interest rate). Subject always to the Bank’s right to review the Facilities from time to time and, in its sole and absolute discretion, vary, reduce or revise any of the Facilities or any part thereof by giving prior notice to the Borrower or any Security Provider in a manner the Bank considers appropriate with the notice period stipulated by the Bank in the subsequent Confirmation. If, by the expiry of notice period, the Bank has not received any Objection Notice in respect of the subsequent Confirmation, the Borrower, the Security Provider and the Bank shall be deemed to have accepted and agreed to all of the Credit Terms (including the amount, the limits and the other terms and conditions (if any) set out in the subsequent Confirmation);

Prevailing	Revised
GENERAL TERMS AND CONDITIONS FOR APPLICATION	
First paragraph under the “The Facilities”	
The Facilities are uncommitted and payable on demand and, accordingly, the availability and/or utilisation of any of the Facilities or any part thereof is subject at all times to the Bank's discretion. The Bank may review the Facilities from time to time and, notwithstanding any other provisions of this Application and the Confirmation, the Standard Conditions or any other Facility Document, may, in its sole and absolute discretion, vary, terminate, reduce, revise, suspend, cancel or withdraw any of the Facilities or any part of them without prior notice to the Borrower or any Security Provider and/or demand immediate repayment of all sums owing to the Bank (whether due or not). Amounts owing under any Facilities including accrued interest, shall be payable by the Borrower on demand.	The Facilities are uncommitted and payable on demand and, accordingly, the availability and/or utilisation of any of the Facilities or any part thereof is subject at all times to the Bank's discretion. Amounts owing under any Facilities including accrued interest, shall be payable by the Borrower on demand. The Bank may review the Facilities from time to time and, notwithstanding any other provisions of this Application and the Confirmation, the Standard Conditions or any other Facility Document, may, in its sole and absolute discretion, vary, reduce or revise any of the Facilities or any part of them. The Bank will give prior notice to the Borrower or any Security Provider in a manner the Bank considers appropriate.
MRTL facility	
<u>Amount and Limits</u> As set out in the Confirmation or otherwise determined and specified by the Bank from time to time. For the avoidance of doubt, the amount and the limits of the Facilities are subject to change at any time at the Bank's sole and absolute discretion and without prior notice.	<u>Amount and Limits</u> As set out in the Confirmation or otherwise determined and specified by the Bank from time to time. For the avoidance of doubt, the amount and the limits of the Facilities are subject to change at the Bank's sole and absolute discretion.
LTF facility / LFX facility / SF facility	
<u>Amount and Limits</u> As set out in the Confirmation or otherwise determined and specified by the Bank from time to time. For the avoidance of doubt, the amount and/or limits are subject to change at any time at the Bank's sole and absolute discretion and without prior notice.	<u>Amount and Limits</u> As set out in the Confirmation or otherwise determined and specified by the Bank from time to time. For the avoidance of doubt, the amount and/or limits of the Facilities are subject to change at the Bank's sole and absolute discretion.
<u>Utilisation</u> 3.(b) each such limit is subject to change at any time at the Bank's sole and absolute discretion and the Bank is not required to give the Borrower prior notice of any such change; and	<u>Utilisation</u> 3.(b) each such limit is subject to change at any time at the Bank's sole and absolute discretion; and

APPLICATION FOR REVISION OF EXISTING CREDIT FACILITIES (FOR CORPORATIONS)

Prevailing	Revised
Paragraph (C) under "Facility Types"	
(C) the Borrower or the Security Provider may reject in full, but not in part only, the Confirmation delivered by the Bank pursuant to this Application by delivering to the Bank its notice in writing (or by such other means as acceptable to the Bank) that it rejects the Confirmation(the "Objection Notice") which must be received by the Bank before the date falling 7 (seven) calendar days after the date of the Confirmation (the "Notice Date"). Provided that the Borrower has not, before the Notice Date, made any new drawdown (including any rollover) of any of the Facilities after the date of the Confirmation (in which case any Objection Notice delivered to the Bank shall be deemed void and have no effect), upon such receipt of the Objection Notice by the Bank, this Application (except for (c) below) shall be deemed void and have no effect. However, if, by the Notice Date, the Bank has not received any Objection Notice, the Borrower, the Security Provider and the Bank shall be deemed to have accepted and agreed to all of the Credit Terms (including the amount, the limits and the other terms and conditions (if any) set out in the Confirmation) on the date (the "Effective Date") falling on the Notice Date or, as the case may be, the earlier date upon which the Borrower made any new drawdown (including any rollover) of any of the Facilities after the date of the Confirmation. For the avoidance of doubt, the Bank may in its absolute discretion issue a subsequent Confirmation amending the terms and conditions of the existing Facilities (including without limitation the limits, facility types and applicable interest rate). Subject always to the Bank's right to review the Facilities from time to time and, in its sole and absolute discretion, vary, terminate, reduce, revise, suspend, cancel or withdraw any of the Facilities or any part thereof by giving 30 days prior notice (the "Notice Period") to the Borrower or any Security Provider, if, by the expiry of Notice Period (or such other time period as stipulated by the Bank), the Bank has not received any Objection Notice in respect of the subsequent Confirmation, the Borrower, the Security Provider and the Bank shall be deemed to have accepted and agreed to all of the Credit Terms (including the amount, the limits and the other terms and conditions (if any) set out in the subsequent Confirmation). In circumstances where the Bank receives an Objection Notice in accordance with this paragraph, the existing terms and conditions governing the Facility(ies) shall continue to be in full force and effect without any change unless otherwise stipulated by the Bank;	(C) the Borrower or the Security Provider may reject in full, but not in part only, the Confirmation delivered by the Bank pursuant to this Application by delivering to the Bank its notice in writing (or by such other means as acceptable to the Bank) that it rejects the Confirmation(the "Objection Notice") which must be received by the Bank before the date falling 7 (seven) calendar days after the date of the Confirmation (the "Notice Date"). Provided that the Borrower has not, before the Notice Date, made any new drawdown (including any rollover) of any of the Facilities after the date of the Confirmation (in which case any Objection Notice delivered to the Bank shall be deemed void and have no effect), upon such receipt of the Objection Notice by the Bank, this Application (except for (c) below) shall be deemed void and have no effect. However, if, by the Notice Date, the Bank has not received any Objection Notice, the Borrower, the Security Provider and the Bank shall be deemed to have accepted and agreed to all of the Credit Terms (including the amount, the limits and the other terms and conditions (if any) set out in the Confirmation) on the date (the "Effective Date") falling on the Notice Date or, as the case may be, the earlier date upon which the Borrower made any new drawdown (including any rollover) of any of the Facilities after the date of the Confirmation. For the avoidance of doubt, the Bank may in its absolute discretion issue a subsequent Confirmation amending the terms and conditions of the existing Facilities (including without limitation the limits, facility types and applicable interest rate). Subject always to the Bank's right to review the Facilities from time to time and, in its sole and absolute discretion, vary, reduce or revise any of the Facilities or any part thereof by giving prior notice to the Borrower or any Security Provider in a manner the Bank considers appropriate with the notice period stipulated by the Bank in the subsequent Confirmation. If, by the expiry of notice period, the Bank has not received any Objection Notice in respect of the subsequent Confirmation, the Borrower, the Security Provider and the Bank shall be deemed to have accepted and agreed to all of the Credit Terms (including the amount, the limits and the other terms and conditions (if any) set out in the subsequent Confirmation). In circumstances where the Bank receives an Objection Notice in accordance with this paragraph, the existing terms and conditions governing the Facility(ies) shall continue to be in full force and effect without any change unless otherwise stipulated by the Bank;

Prevailing	Revised
GENERAL TERMS AND CONDITIONS	
First paragraph under the “The Facilities”	
The Facilities are uncommitted and payable on demand and, accordingly, the availability and/or utilisation of any of the Facilities or any part thereof is subject at all times to the Bank's discretion. The Bank may review the Facilities from time to time and, notwithstanding any other provisions of this Application and the Confirmation, the Standard Conditions or any other Facility Document, may, in its sole and absolute discretion, vary, terminate, reduce, revise, suspend, cancel or withdraw any of the Facilities or any part of them without prior notice to the Borrower or any Security Provider and/or demand immediate repayment of all sums owing to the Bank (whether due or not). Amounts owing under any Facilities including accrued interest, shall be payable by the Borrower on demand.	The Facilities are uncommitted and payable on demand and, accordingly, the availability and/or utilisation of any of the Facilities or any part thereof is subject at all times to the Bank's discretion. Amounts owing under any Facilities including accrued interest, shall be payable by the Borrower on demand. The Bank may review the Facilities from time to time and, notwithstanding any other provisions of this Application and the Confirmation, the Standard Conditions or any other Facility Document, may, in its sole and absolute discretion, vary, reduce or revise any of the Facilities or any part of them. The Bank will give prior notice to the Borrower or any Security Provider in a manner the Bank considers appropriate.
MRTL facility	
<u>Amount and Limits</u> As set out in the Confirmation or otherwise determined and specified by the Bank from time to time. For the avoidance of doubt, the amount and the limits of the Facilities are subject to change at any time at the Bank's sole and absolute discretion and without prior notice.	<u>Amount and Limits</u> As set out in the Confirmation or otherwise determined and specified by the Bank from time to time. For the avoidance of doubt, the amount and the limits of the Facilities are subject to change at the Bank's sole and absolute discretion.
LTF facility / LFX facility / SF facility	
<u>Amount and Limits</u> As set out in the Confirmation or otherwise determined and specified by the Bank from time to time. For the avoidance of doubt, the amount and/or limits of the Facilities are subject to change at any time at the Bank's sole and absolute discretion and without prior notice.	<u>Amount and Limits</u> As set out in the Confirmation or otherwise determined and specified by the Bank from time to time. For the avoidance of doubt, the amount and/or limits of the Facilities are subject to change at the Bank's sole and absolute discretion.
<u>Utilisation</u> 3.(b) each such limit is subject to change at any time at the Bank's sole and absolute discretion and the Bank is not required to give the Borrower prior notice of any such change; and unless otherwise agreed by the Bank, the maximum tenor of: (i) each LTF Transaction shall not exceed 1 year; (ii) each LFX Transaction shall not exceed 1 year; and (iii) each SF Transaction shall not exceed 10 year(s).	<u>Utilisation</u> 3.(b) each such limit is subject to change at any time at the Bank's sole and absolute discretion; and 3.(c) unless otherwise agreed by the Bank, the maximum tenor of: (i) each LTF Transaction shall not exceed 1 year; (ii) each LFX Transaction shall not exceed 1 year; and (iii) each SF Transaction shall not exceed 10 year(s).

The “STANDARD TERMS AND CONDITIONS RELATING TO CREDIT FACILITIES”, “APPLICATION FOR CREDIT FACILITIES (FOR CORPORATIONS)” or “APPLICATION FOR REVISION OF EXISTING CREDIT FACILITIES (FOR CORPORATIONS)” will be updated from time to time. In order for you to keep track of the changes and store a copy for future reference, the respective copy is available for download for at least 30 days from the Effective Date of the changes at our website go.dbs.com/hkpb-feeschedule.

For enquiry or a physical copy of the “STANDARD TERMS AND CONDITIONS RELATING TO CREDIT FACILITIES”, “APPLICATION FOR CREDIT FACILITIES (FOR CORPORATIONS)” or “APPLICATION FOR REVISION OF EXISTING CREDIT FACILITIES (FOR CORPORATIONS)”, please reach out to your Relationship Manager for assistance.

Yours faithfully,

DBS Bank (Hong Kong) Limited

In Hong Kong, DBS Private Bank is the private banking division of DBS Bank (Hong Kong) Limited.

This is a computer-generated letter and a signature is not required.

If there are any discrepancies between the English and Chinese versions, the English version will prevail.

This Notice of Amendment serves as our notice to you and the security provider (if any) regarding the changes set out above. You shall deliver to the security provider (if any) a copy of this Notice of Amendment when received. Unless stated otherwise, these changes will take effect automatically on the Effective Date and will be binding on you and the security provider (if any). If you do not cancel the relevant facilities prior to the Effective Date of the changes, you would be deemed to have agreed to such changes. The terms and conditions contained in this Notice of Amendment are correct at the time of printing but remain subject to change. The Bank reserves the right to revise the definitions, the terms and conditions from time to time.



DBS
PRIVATE BANK
星展私人銀行

Live more,
Bank less

尊貴的客戶：

**關於《與信貸授信有關的標準條款及細則》、《信貸授信申請書(適用於公司)》及
《修改現有信貸授信申請書(適用於公司)》等文件的修訂通知**

茲通知由2024年6月5日（「生效日期」）起，本行的《與信貸授信有關的標準條款及細則》、《信貸授信申請書(適用於公司)》ⁱ 及《修改現有信貸授信申請書(適用於公司)》ⁱⁱ 等三份英文版文件的部份章節將會作出修訂。

敬請注意，上述《與信貸授信有關的標準條款及細則》、《信貸授信申請書(適用於公司)》或《修改現有信貸授信申請書(適用於公司)》將會不時更新，請前往本行網頁 go.dbs.com/hkpb-zh-feeschedule 查閱相關文件，以了解修訂詳情，並下載副本作日後參考之用。三份英文版文件會由生效日期起刊載於本行上述網頁至少30日，供客戶下載。

如有查詢或需索取《與信貸授信有關的標準條款及細則》、《信貸授信申請書(適用於公司)》或《修改現有信貸授信申請書(適用於公司)》的紙本副本，請隨時與專屬客戶經理聯絡。

星展銀行(香港)有限公司 謹啟

2024年4月30日

在香港，星展私人銀行為星展銀行(香港)有限公司的私人銀行服務部門。

本函為電腦列印文件，無需簽署。

如本函的中英文版本有任何歧異，概以英文版本為準。

以下為上述三份文件的英文版名稱：

1. 《與信貸授信有關的標準條款及細則》： STANDARD TERMS AND CONDITIONS RELATING TO CREDIT FACILITIES;
2. 《信貸授信申請書(適用於公司)》： APPLICATION FOR CREDIT FACILITIES (FOR CORPORATIONS); 以及
3. 《修改現有信貸授信申請書(適用於公司)》： APPLICATION FOR REVISION OF EXISTING CREDIT FACILITIES (FOR CORPORATIONS)。

本修訂通知將作為本行就以上變更向閣下及抵押提供者(如有)發出的通知。閣下在收到本修訂通知後須向抵押提供者(如有)交付一份本修訂通知的副本。除另有指明外，有關變更將由生效日期起自動生效並會對閣下及抵押提供者(如有)具有約束力。若閣下在變更的生效日期前沒有取消相關授信安排，本行將視閣下已同意該些變更。本修訂通知所載的條款及細則於付印時均為正確，惟本行有權作出更改。此外，本行保留不時修訂用語定義、條款及細則的權利。

ⁱ 適用於通過《信貸授信申請書(適用於公司)》申請的信貸授信

ⁱⁱ 適用於通過《修改現有信貸授信申請書(適用於公司)》申請的信貸授信