

Dear Customer

Notice of Amendment

The Personal Instalment Loan Terms and Conditions and the Cashline Revolving Loan Terms and Conditions will be amended effective from **1 March 2017** (the “**Effective Date**”). The main provisions which are new or have been amended in the revised terms and conditions are set out below. You are advised to read carefully the information below to ensure you understand the changes made and how they may affect you. You may visit any of our branches or our website at www.dbs.com/hk to obtain a copy of the revised terms and conditions.

	Relevant Terms and Conditions	Clause number	Details of new / amended provisions
1.	Personal Instalment Loan Terms and Conditions	17	<p>A new clause 17 is added:</p> <p>17. Third Parties Rights I agree that a person who is not a party to these Terms and Conditions may not enforce any of its provisions under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong).</p>
2.	Personal Instalment Loan Terms and Conditions	18	<p>A new clause 18 is added:</p> <p>18. Relationship with the Directors/Employees etc. of the Bank</p> <p>(a) As a licensed bank, the Bank is subject to certain limitations on advances to persons related to the directors, employees, controllers or minority shareholder controllers of the Bank, its subsidiaries or Affiliates (“Connected Persons”). Unless otherwise declared or disclosed to the Bank, I hereby confirm to the Bank that I am not a Connected Person. I undertake to immediately advise the Bank in writing upon becoming a Connected Person at any time while the Loan or other indebtedness to the Bank is outstanding.</p> <p>(b) For the purpose of this clause 18, the following terms shall have the following definition: “controllers” and “minority shareholder controllers” shall have the meanings used within section 83 of the Banking Ordinance (Cap 155 of the Laws of Hong Kong); “subsidiary” shall have the meaning ascribed to it in the Companies Ordinance (Cap 622 of the Laws of Hong Kong); and “Affiliates” in respect of a party, means any other legal entity, directly or indirectly controlling or controlled by or under the direct or indirect common control with that party and “control” in this definition means (i) the direct or indirect ownership of 50% or more of the voting share capital of a party; or (ii) the entitlement to exercise, or control the exercise of 50% or more of the voting power of a party; or (iii) the ability of a party (whether directly or indirectly and whether by ownership of share capital, possession of voting power, contract or otherwise) to direct the management and policies of another party or to control the composition of the other party’s board of directors or equivalent body.</p>

	Relevant Terms and Conditions	Clause number	Details of new / amended provisions
3.	Cashline Revolving Loan Terms and Conditions	22	<p>A new clause 22 is added:</p> <p>22. Third Parties Rights</p> <p>A person who is not a party to these Terms and Conditions may not enforce any of its provisions under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong).</p>
4.	Cashline Revolving Loan Terms and Conditions	23	<p>A new clause 23 is added:</p> <p>23. Relationship with Directors/Employees etc.</p> <p>(a) As a licensed bank, the Bank is subject to certain limitations on advances to persons related to the directors, employees, controllers or minority shareholder controllers of the Bank, its subsidiaries or Affiliates (“Connected Persons”). Unless otherwise declared or disclosed to the Bank, the Borrower hereby confirms to the Bank that he/she is not a Connected Person. The Borrower undertakes to immediately advise the Bank in writing upon becoming a Connected Person at any time while there is any outstanding debit balance on the Cashline Account.</p> <p>(b) For the purpose of this clause 23, the following terms shall have the following definition: “controllers” and “minority shareholder controllers” shall have the meanings used within section 83 of the Banking Ordinance (Cap 155 of the Laws of Hong Kong); “subsidiary” shall have the meaning ascribed to it in the Companies Ordinance (Cap 622 of the Laws of Hong Kong); and “Affiliates” in respect of a party, means any other legal entity, directly or indirectly controlling or controlled by or under the direct or indirect common control with that party and “control” in this definition means (i) the direct or indirect ownership of 50% or more of the voting share capital of a party; or (ii) the entitlement to exercise, or control the exercise of 50% or more of the voting power of a party; or (iii) the ability of a party (whether directly or indirectly and whether by ownership of share capital, possession of voting power, contract or otherwise) to direct the management and policies of another party or to control the composition of the other party’s board of directors or equivalent body</p>

Please note that your retention and/or continuous use of the relevant loan or allow such loan drawn down to be outstanding on or after the Effective Date shall constitute your agreement and acceptance of the above revisions and the revisions shall be binding on you. If you do not accept the above revisions, please terminate your Personal Instalment Loan account and/or Cashline Revolving Loan account before the Effective Date in accordance with your right of termination provided in the relevant terms and conditions.

For any enquiries, please contact our 24-hour Customer Services Hotline at 2290 8888.