

Terms and Conditions Highlights

For you to better understand (1) the changes to Australia and New Zealand Banking Group Limited (“ANZ”) product terms and features which ANZ notified you in the ANZ letter to you on 7 August 2017 (the “TC Letter”) which will become effective after the Effective Time in the TC Letter (i.e. [00:00am on Saturday, 9 September 2017]) (the “Changes”); and (2) a high-level comparison of the documents on terms of DBS Bank (Hong Kong) Limited (“DBS”) and ANZ pertinent to accounts, products, facilities and banking services, we appreciate your kind attention to the following.

Overview - Private Bank Account
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The ANZ terms & conditions will continue to apply to you on the accounts, loans, products and services transferred by ANZ to DBS except (1) the changes to terms and conditions which ANZ would have been communicated to you prior to the transfer from ANZ to DBS (including the **Changes**); and (2) your DBS Personal Banking Account (referred to the TC Letter).

You will be invited to sign a new set of DBS account opening documents on or after 9 September 2017. More information will be provided in the Welcome Letter, which will be sent to you in due course.

You can also refer to the links in the table below for the existing DBS Private Bank Master Agreement, the DBS Private Bank fees and charges and other related documents named below for reference.

	ANZ T&Cs	DBS T&Cs*
Private Bank	ANZ Private Bank Terms & Conditions	DBS Private Bank Master Agreement Data Policy Notice Tax Requirements Notice
Private Bank Fees and Charges	ANZ Private Bank Schedule of Fees and Charges	DBS Private Bank Fee Schedule Notice of Amendment and Supplementary Fee Schedule <i>Please note that the DBS Private Bank fees and charges will be applicable from 9 September 2017.</i> <i>The following charges will be waived from 9 September till end 2017:</i> <i>Asset and account administration fee, account service fee, hold mail services handling charge</i>
Capital Investment Entrant Scheme	Supplemental Agreement for Capital Investment Entrant Scheme	DBS Private Bank Master Agreement (Applicable to Capital Investment Entrant Scheme)

*DBS may, from time to time after the Effective Time and in accordance with the amendment provisions set out in the relevant terms and conditions, make further amendments to the terms and conditions.

Overview - ATM/ Cheque Book and Savings/ Current Accounts

At DBS, we will continue to make available to you ATM services, Cheque Book service and Savings/Current Accounts at DBS Consumer Banking via the DBS Personal Banking Account (the "**Related Services**"), subject to terms and conditions in the documents in the DBS T&Cs column in the table below (the "**Related Services T&Cs**").

By utilising any of the Related Services after the Effective Time, you shall be deemed to have accepted and agreed to be bound by all the Related Services T&Cs from the Effective Time.

	ANZ T&Cs	DBS T&Cs*
Banking Services & Deposits	Agreement for Consumer Banking Services and Supplemental Terms and Conditions governing Renminbi Accounts	Bank Accounts and Services Terms and Conditions ("DBS BAS T&Cs") Bank Charges Schedule Data Policy Notice Tax Requirements Notice

**DBS may, from time to time after the Effective Time and in accordance with the amendment provisions set out in the relevant terms and conditions, make further amendments to the terms and conditions.*

We set out some key clauses in DBS BAS T&C below:

Bank Charges and Fees - Clause B21.3

In the event that there is any sum to be payable by the customer, DBS can debit a customer's account with sums payable by the customer and it may result in the customer's account becoming overdrawn, in which case overdrawn interest and charges will be imposed. For details, you can refer to DBS BAS T&Cs Clause B21.3 and [DBS Bank Charges table](#).

Communication to Customers - Clause B27

DBS BAS T&Cs state that any notice or communication to the customer may be given in writing or orally. If in writing, the communications made in accordance with the rules in the DBS BAS T&Cs will be deemed to be given or made or received, notwithstanding that it may be returned or undelivered.

Anti-money Laundering and Sanctions - Clause B32

In relation to anti-money laundering, DBS may block a transaction if the customer or any connected person becomes a sanctioned person or entity. DBS also has the right to request additional identification or any other information to comply with applicable laws.

Set-off Right and Lien - Clause B38

Regarding any indebtedness owed by a customer, DBS BAS T&Cs provide DBS with the right to liquidate the customer's assets and to set-off, combine, consolidate or merge any balances standing to the credit of any account and any other obligation of DBS owed to the customer towards the reduction and/or satisfaction of any liability owed by or on behalf of the customer, at any time without notice.

Termination and Suspension - Clause B40.5

Upon termination of any account, DBS has the right to take any action it considers appropriate to mitigate or limit its potential loss.

Survival of Clauses - Clause B40.9

DBS BAS T&Cs further contain a general survival clause that all exclusions and indemnities given by the customer under the DBS BAS T&Cs shall survive termination.

Undertakings, Representations and Warranties - Clause 43

DBS BAS T&Cs prescribe general undertakings, representations and warranties with an expansive scope in terms of the subject matter.

Overview – Mortgage and Secured Lending
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Below are the changes to your existing ANZ documents on Mortgage Loan/Residential Property Loan, Premium Financing, Lombard and Multi/Single Currency Mortgage, all effective after the Effective Time (i.e. the details of changes which ANZ notified and referred you to in Appendix 3 to the TC Letter).

ALL FACILITIES DOCUMENTATION

- All references to “Australia and New Zealand Banking Group Limited” or “Australia and New Zealand Banking Group Limited, Hong Kong branch” shall be replaced with “DBS Bank (Hong Kong) Limited (“**DBS**)”.
- All references to “ANZ” shall be replaced with “DBS”.
- All references to “the Bank’s website: www.anz.com/hongkong” shall be replaced with “the Bank’s website: www.dbs.com/hk”.
- All references to any ANZ’s address shall be replaced with DBS’s address of “38th Floor, Edinburgh Tower, 15 Queen’s Road Central, Central, Hong Kong”.

MORTGAGE LOAN/ RESIDENTIAL PROPERTY LOAN

1. **General Provisions** shall be amended as follows:

1.1. The definition of “banking day” shall be deleted in its entirety and replaced as follows:

- “**banking day**” means a day (other than a Sunday or other public holidays as defined in the General Holidays Ordinance (Cap.149) of the Laws of Hong Kong) on which banks are open for business in Hong Kong from time to time.”

1.2. The first sub-clause under the clause titled “Insurance” shall be deleted in its entirety and replaced as follows:

- “2.1 For fire insurance policy coverage against mortgaged property, customers can choose to buy the insured amount based on 1) the original loan amount, 2) the outstanding loan amount, or 3) the replacement cost of the property.”

1.3. The clause titled “Insurance” shall be supplemented with the following sub-clause (2.7) at the end;

- “2.7 When the fire insurance policy is due for renewal, the Bank will arrange a new fire insurance for the Borrower. Alternatively, Borrower may opt to self-arrange a fire insurance with a policy review fee which is stated in the Bank Charges Schedule.”

1.4. The clause titled “Representations and Warranties” shall be supplemented with the following sub-clause (h) at the end:

- “(h) all tenancy agreements in respect of the Property is subject to the Bank’s prior written consent.”

1.5. The clause titled "Amendment" shall be deleted in its entirety and replaced as follows:

- "The Bank shall be entitled to amend these General Provisions and the Facility Letter at any time without the Borrower's consent.
- The Borrower agrees and acknowledges that without prejudice to the Bank's amendment right and overriding right of demand for repayment, the Bank also have the right to:
 - demand full or partial repayment of the Borrower's indebtedness and liabilities under the Facility; and/or
 - require the Borrower to provide such other security(ies) and/or guarantee(s) in favour of the Bank; and/or
 - change the interest rate of the Facility; and/or
 - procure compliance of any applicable law(s) and regulation(s) and/or the requirement(s) of any regulator(s) having competent jurisdiction on the Bank.
- Amendment will take effect within such reasonable time frame as stipulated by the Bank."

1.6. The clause titled "Amendment for Legal and Regulatory Compliance" shall be deleted.

1.7. The below clause shall be added:

- "Relationship with Directors / Employees etc
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"). The Borrower needs to confirm to the Bank that the Borrower is not a Connected Person and 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".

1.8. The clause titled "Other Fees, Costs and Expenses" shall be supplemented with the following:

- "The Customer Borrower shall pay to the Bank all fees, applicable charges, commissions, brokerage and any other service charges (including related custodian charges or negative interest) as shown in the Bank Charges Schedule (or as notified by the Bank from time to time)."

2. Letter of Offer for Residential Property Loan shall be amended as follows:

2.1. Where your interest rate is based on HIBOR option, the following shall be added to the end of clause 9.2 titled "Interest Rates":

- "If the drawdown/interest re-fixing date falls on a banking day but by reason of circumstances affecting the Hong Kong interbank market generally for ascertaining HIBOR by 11:00am on that day, then the HIBOR at 11:00am on the last banking day will be used for drawdown or interest re-fixing".

2.2. The following shall be inserted as clause 13.4:

- "Notwithstanding Clause 13.1, if the aggregate partial prepayments of the Facility Amount effected exceeds 60% of the original Facility Amount, an additional partial prepayment fee will be charged on any exceeded portion:
 - within the first 12 month(s) from drawdown date: 2% on that exceeded portion of prepaid amount; and
 - within the 13-24th month(s) of the drawdown date: 1% on that exceeded portion of prepaid amount."

- 2.3. The original clauses 13.4, 13.5, 13.6, 13.7 and 13.8 shall become clauses 13.5, 13.6, 13.7, 13.8 and 13.9 respectively.
- 2.4. The following shall be added to the end of the new clause 13.6:
- “Full or partial prepayment carried out on a date this is not an Interest Fixing Date will incur a Commitment Fee calculated in accordance with the formula below:
 Prepaid amount x (A-B) x remaining number of days of the HIBOR Interest Period / 365
 A = HIBOR – based Rate applicable to the Facility immediately before prepayment
 B= prevailing HIBOR – based Rate offered by the Bank as at the prepayment date
 Provided that A minus B shall not be less than 0.”
- 2.5. The new clause 13.8 shall be deleted in its entirety and replaced as follows:
- “All amounts to be prepaid shall be in minimum amounts of HKD 50,000. If any partial prepayment would result in the Amount Owing being less than HKD 50,000 then the Borrower shall be required to prepay the Amount Owing in full.”
- 2.6. The clause titled “Default Interest” shall be replaced as follows:
- “If the Borrower fails to pay any sum payable under its Facility and/or the Facility Letter on the due date for payment of the sum payable, the Borrower shall pay to the Bank interest (“Default Interest”) on such sum on demand from the date of such failure up to the date of actual payment (both before and after judgment) calculated at a rate of 7% p.a. over the contract rate shown in this Facility Letter or at such other rate(s) as the Bank shall from time to time determine of that overdue sum denominated in the currency which the Borrower has failed to pay.”

PREMIUM FINANCING

The Facility Letter

- The following sub-clause shall be inserted as sub-clause (d) to the clause titled “Interest” in the Facility Letter:
 “Notwithstanding anything in the Facility Letter, for the Interest Period which commenced/commences before but covers [9 September 2017], the interest for that Interest Period shall be computed in accordance with sub-clauses (a) to (c) subject to that the cost of funds referred to in sub-clause (a) shall refer to the cost of funds of ANZ”.

For the avoidance of doubt, for any Interest Period commencing on or after [9 September 2017], the interest for each such Interest Period shall be computed in accordance with sub-clauses (a) to (c) with costs of funds referring to DBS costs of funds.”

Terms and Conditions (Schedule 1 to the Facility Letter) shall be amended as follows:

- The following sub-clause shall be inserted to the end of the clause titled “Undertakings”:
 “You shall obtain prior written consent from DBS for any designation or change of beneficiary(ies) under the Policy.”
- The clause titled “Prepayment” shall be deleted in its entirety and replaced as follows:
 - “Unless otherwise stated or agreed by us, you may prepay all or part of the outstanding Advance by providing us with not less than 1 month's prior written notice of the intended prepayment.

- No interest penalty will be charged for any prepayment (in part or in full) but any prepayment shall always be subject to the final approval of DBS.”
- The clause titled “Default Interest” shall be deleted in its entirety and replaced as follows:
 - “If any amount under the Facility is unpaid on the due date or exceeds the permitted facility limit, such overdue or excess sum will be subject to DBS’ then prevailing overdue or over limit interest rate in the form of interest on debit balance in you Multi-Currency Settlement Account under your Wealth Management Accounts, and that prevailing overdue interest rate or over limit interest rate will be the aggregate of (1) DBS Prime Rate and (2) 5% per annum. **“DBS Prime Rate”** means DBS’ prime lending rate prevailing from time to time, which is subject to variation without prior notice.”
- The clause titled “Multi-currency option” shall be deleted in its entirety.
- All references to ANZ costs of funds shall be amended to “DBS cost of funds”. “DBS costs of funds” refers to such rate as shall be determined from time to time by DBS at its sole and absolute discretion to be the cost of its funding from whatever sources it may select.

LOMBARD

All references to “Lombard” in all documentation relating to Lombard shall be replaced with “Uncommitted Multi-Currency Revolving Term Loan” or “MRTL”.

1. The Letter of Offer shall be amended as follows: -

1.1. All clauses respectively under the sections respectively titled “Margin Ratio”, “Margin Call” and “Close-out” shall be deleted in their entirety and replaced as follows:

“The Security provided in respect of the Facility must be maintained from time to time in such amount as DBS considers necessary. In the event that the Security provided is, in the opinion of DBS, no longer sufficient to comply with any margin levels imposed by DBS, DBS may require you and/or any security provider to furnish additional security acceptable to DBS within a reasonable period of time to restore the LTV. If (a) such security is not provided within the period or on the terms stipulated by DBS in its demand, or (b) you (and/or the relevant security provider) decline to provide such security, or (c) DBS is unable to contact you (and/or the relevant security provider) or (d) if the LTV breaches the sell-out level determined by DBS, DBS may take such action as DBS may in its sole and absolute discretion deem fit, including exercising and enforcing all its rights under any applicable Security Documents. Such rights include setting off your liabilities against any deposits held with DBS, and/or selling all or any part of the Security and applying the proceeds thereof toward satisfaction of your liabilities. “LTV” is a percentage of the ratio of the Outstanding Money against the market value of acceptable Security.”

1.2. All references to “Margin Ratio” shall be replaced by “LTV”.

1.3. The clause immediately above the Credit Fees and Charges table which provides “The rights of ANZ hereunder shall be in addition to, and will not affect any of the rights and powers of ANZ under the Agreement or any Security Documents or any other agreement or under law.” shall remain in full force and effect subject to that ANZ be amended to DBS.

1.4. The paragraph titled "Availability" shall be deleted in its entirety and replaced as follows:

- "You may (subject to the terms of the Agreement) request for an Advance under the Facility by giving DBS an Instruction in a form and substance as DBS may, in its discretion, agree. Each advance (the "Advance") drawn under the Facility shall have a tenure for a maximum of six months as may be approved by DBS. Unless otherwise agreed by DBS, drawdown instruction shall be given (for oral instruction) / delivered (for written instruction) to DBS on the proposed drawdown date if it is a Hong Kong Dollar drawing; or on the date that is two Business Days before the proposed drawdown date if it is a drawing in other currency. DBS may, at its discretion, vary the duration of any interest period, as and when necessary, in DBS's sole opinion to allow the smooth administration of the Facility.

Currencies allowed for drawdown: Hong Kong Dollars, Australian Dollars, Canadian Dollars, Euro, Japanese Yen, New Zealand Dollars, Pounds Sterling, Swiss Franc, Singapore Dollars, Renminbi, United States Dollars and such other currencies as DBS may permit at its sole and absolute discretion."

1.5. The paragraph titled "Interest Rate" shall be deleted in its entirety and replaced as follows:

- "(1) Subject to sub-clause (2):
 - (a) The interest rate for each Advance will be: (i) fixed by DBS with respect to each interest period relating to an Advance at [(as set out in your Letter of Offer)]% per annum over DBS cost of funds as quoted by DBS in respect of the applicable interest period on the first day of that interest period (or such later Business Day as DBS determines may be market practice for that currency) or (ii) such other rate as DBS may in its discretion determine and notify to you from time to time.
 - (b) "DBS cost of funds refers to such rate as shall be determined from time to time by DBS at its sole and absolute discretion to be the cost of its funding from whatever sources it may select.
 - (c) Should you fail to make full payment of any amount under the Facility or, as the case may be, the Agreement when due, then, without prejudice to any other rights of DBS, default interest or, at the discretion of DBS, a default fee or default fees will be payable from time to time on the overdue sum from the date of such default to the date of actual payment (both before and after judgment) at the rate (as determined by DBS) for such interest period or periods as DBS may, at its discretion, select.
- (2) Notwithstanding anything in sub-clause (1) immediately above, for the interest period which commenced/commences before but covers 9 September 2017, the interest for that interest period shall be computed in accordance with sub-clause (1) subject to that DBS cost of funds referred to in sub-clause (1) shall be changed to and mean the cost of funds of ANZ. This sub-clause (2) shall not apply to any interest period which commences on or after 9 September 2017.

1.6. The following shall be inserted to the end of the paragraph titled "Repayments":

- "Subject to the discretion of DBS, any amount repaid will be allowed for re-borrowing."

1.7. Sub paragraph (ii) of the paragraph titled "Credit Fees and Charges" shall be replaced as follows:

- "**Default Interest:** If any amount under the Facility is unpaid on due date or exceeds the permitted facility limit, such overdue or excess sum will be subject to the DBS' then prevailing overdue or over limit interest rate in the form of interest on debit balance in your Multi-Currency Settlement Account under your Wealth Management Accounts, and that prevailing overdue interest rate or over limit interest rate will be the aggregate of (1) DBS Prime Rate and (2) 5% per annum. "**DBS Prime Rate**" means DBS' prime lending rate prevailing from time to time, which is subject to variation without prior notice."

1.8 The following sub-clause shall be added at the end of the clause titled "Repayment":

- "Any prepayment shall always be subject to the final approval of DBS."

2. The ANZ Wealth Lending Terms and Conditions shall be amended as follows:

2.1. The clause titled "Prepayment" shall be replaced as follows:

- "Subject to the discretion of DBS, any amount repaid will be allowed for re-borrowing. Cancellation of the Facility (in whole or in part) may be effected at the end of any interest period subject to a minimum five (5) Business Days' (unless specified otherwise) prior written notice to DBS. If the prepayment or cancellation request is not made at the end of any interest period, you agree to pay DBS the amount which DBS determines is required to compensate DBS for all Costs which it may incur or losses which it may suffer, directly or indirectly including interest, because of your request. DBS also reserves the right to charge default interest as specified in the Letter of Offer on the amount not repaid despite your notification to cancel the Facility."

2.2. The words "no later than 12 p.m. Hong Kong local time three (3) Business Days before the drawdown date (unless DBS agrees otherwise)" shall be removed from the first paragraph of the clause titled "Drawdown of Facility".

2.3. The definition of "Loan to Valuation Ratio" shall be replaced with the definition of "LTV" as follows:

"LTV" is a percentage of the ratio of the Outstanding Money against the market value of acceptable Security."

2.4. All references to "Loan to Valuation Ratio" shall be replaced by "LTV".

MULTI/ SINGLE CURRENCY MORTGAGE

1. The Letter of Offer shall be amended as follows: -

1.1 All clauses respectively under the sections respectively titled "Loan to Valuation Ratio", "Margin Call" and "Close-Out" shall be deleted in their entirety and replaced as follows:

"The Security provided in respect of the Facility must be maintained from time to time in such amount as DBS considers necessary. In the event that the Security provided is, in the opinion of DBS, no longer sufficient to comply with any margin levels imposed by DBS, DBS may require you and/or any security provider to furnish additional security acceptable to DBS within a reasonable period of time to restore the LTV. If (a) such security is not provided within the period or on the terms stipulated by DBS in its demand, or (b) you (and/or the relevant security provider) decline to provide such security, or (c) DBS is unable to contact you (and/or the relevant security provider) or (d) if the LTV breaches the sell-out level determined by DBS, DBS may take such action as DBS may in its sole and absolute discretion deem fit, including exercising and enforcing all its rights under any applicable Security Documents. Such rights include setting off your liabilities against any deposits held with DBS, and/or selling all or any part of the Security and applying the proceeds thereof toward satisfaction of your liabilities. "LTV" is a percentage of the ratio of the Outstanding Money against the market value of acceptable Security.

1.2 All references to "Loan to Valuation Ratio" shall be replaced by "LTV".

1.3 All provisions under the section titled "Interest Rate" shall be deleted in their entirety and replaced by the following clause:

"(a) The interest rate for each Advance will be: (i) fixed by DBS with respect to each interest period relating to an Advance at [(as set out in your Letter of Offer)]% per annum over DBS cost of funds as quoted by DBS in respect of the applicable interest period on the first day of that interest period (or such later Business Day as DBS determines may be market practice for that currency) or (ii) such other rate as DBS may in its discretion determine and notify to you from time to time.

(b) "DBS cost of funds refers to such rate as shall be determined from time to time by DBS at its sole and absolute discretion to be the cost of its funding from whatever sources it may select.

(c) Should you fail to make full payment of any amount under the Facility or, as the case may be, the Agreement when due, then, without prejudice to any other rights of DBS, default interest or, at the discretion of DBS, a default fee or default fees will be payable from time to time on the overdue sum from the date of such default to the date of actual payment (both before and after judgment) at the rate (as determined by DBS) for such interest period or periods as DBS may, at its discretion, select."

1.4 Sub paragraph (c) of the paragraph titled "Credit Fees and Charges" shall be replaced as follows:

"Default Interest: If any amount under the Facility is unpaid on due date or exceeds the permitted facility limit, such overdue or excess sum will be subject to the DBS' then prevailing overdue or over limit interest rate in the form of interest on debit balance in your Multi-Currency Settlement Account under your Wealth Management Accounts, and that prevailing overdue interest rate or over limit interest rate will be the aggregate of (1) DBS Prime Rate and (2) 5% per annum. **"DBS Prime Rate"** means DBS' prime lending rate prevailing from time to time, which is subject to variation without prior notice."

1.5 The following sub-clause shall be added at the end of the section titled "Repayments":

- "Any prepayment shall always be subject to the final approval of DBS.

1.6 The following section shall be added to the Letter of Offer:

"Additional Conditions:

If any mortgage over property(ies) in Australia and/or New Zealand was provided as security for the loan facility in this Letter of Offer (the **"Overseas Mortgage"**):

(a) DBS reserves the right to conduct indicative, desktop and/or full formal valuation or revaluation on the property(ies) subject to the Overseas Mortgage as DBS deems fit at its sole discretion, satisfactory to DBS on a bi-annual basis or at such other time as DBS deems fit and the Borrower shall bear all such valuation/revaluation fees and costs.

(b) The Security Provider of the Overseas Mortgage is required to inform the insurer to endorse DBS as the mortgagee bank and provide to DBS a copy the fire insurance policy with the updated endorsement soonest possible. For any subsequent renewal of the insurance policy, the Security Provider is also required to provide to DBS a copy of the renewed policy with DBS endorsed as mortgagee bank soonest possible.

(c) For fire insurance policy coverage on the property(ies) subject to Overseas Mortgage, the Security Provider is required to ensure the insured amount to be either (i) the original loan amount, (ii) the

outstanding loan amount; (iii) the replacement costs of the mortgaged property(ies) subject to the Overseas Mortgage or (iv) a reasonable insured amount mutually agreed by DBS and the Borrower.

- (d) DBS will rely on the representations that the Borrower and/or the Security Provider of the Overseas Mortgage has made to ANZ in the loan application and in particular the representations that the Security Provider is not resident of Australia (for Overseas Mortgage over Australia property(ies)) or New Zealand (for Overseas Mortgage over New Zealand Property(ies)). If there is any change and in particular change to the Security Provider's resident status, the Borrower and the Security Provider are required to notify DBS immediately. DBS may at its sole discretion, require the Security Provider to arrange for the loan to be refinanced if the Security Provider "non-resident" status in Australia or New Zealand (as the case may be) ceases or reverts to "resident" status.
- (e) All amounts payable by the Borrower or Security Provider of the Overseas Mortgage shall be made without set-off, counterclaims, restrictions, conditions or deductions of whatsoever kind and shall be free and clear of any deduction or withholding of any present or future taxes (including goods and services tax or any value added tax or financial transaction tax), stamp duty, levies, imposts, duties, withholdings or other fees or charges of whatever nature imposed by any authority or interest thereon or penalties in respect thereof. If the Borrower or Security Provider of the Overseas Mortgage is required by any laws or regulations to make any such deduction or withholding, the Borrower or the Security Provider shall (i) promptly pay to DBS such additional amounts to ensure that DBS receives a net amount equal to the full amount which DBS would have received if no such deduction or withholding has been made and (ii) pay the full amount deducted or withheld to the appropriate authority promptly and in accordance with the applicable laws and regulations and to immediately upon such payment, deliver to DBS within 30 days after the due date of the payment of such deduction or withholding, the receipt issued by such authority evidence such deduction, withholding or payment. If DBS is required by any laws or regulations to make any payment mentioned in this sub-clause, on or calculated by reference to any amounts paid by the Borrower or the Security Provider, the Borrower or the Security Provider shall on demand pay to DBS an amount sufficient to fully indemnify the Bank against that payment.
- (f) For Overseas Mortgage over New Zealand property(ies), the Borrower confirms to DBS:
- (i) all loans were disbursed to and were/will be repaid from bank account(s) held by the Borrower outside of New Zealand; and
 - (ii) (where the Borrower is an individual) the Borrower was not New Zealand resident when the loan was disbursed.

2. The ANZ Wealth Lending Terms and Conditions shall be amended as follows:

2.1 The clause titled "Prepayment" shall be replaced as follows:

- "Subject to the discretion of DBS, any amount repaid will be allowed for re-borrowing. Cancellation of the Facility (in whole or in part) may be effected at the end of any interest period subject to a minimum five (5) Business Days' (unless specified otherwise) prior written notice to DBS. If the prepayment or cancellation request is not made at the end of any interest period, you agree to pay DBS the amount which DBS determines is required to compensate DBS for all Costs which it may incur or losses which it may suffer, directly or indirectly including interest, because of your request. DBS also reserves the right to charge default interest as specified in the Letter of Offer on the amount not repaid despite your notification to cancel the Facility."

- 2.2 The words “no later than 12 p.m. Hong Kong local time three (3) Business Days before the drawdown date (unless DBS agrees otherwise)” shall be removed from the first paragraph of the clause titled “Drawdown of Facility”.
- 2.3 The definition of “Loan to Valuation Ratio” shall be replaced with the definition of “LTV” as follows:
“LTV” is a percentage of the ratio of the Outstanding Money against the market value of acceptable Security.”
- 2.4 All references to “Loan to Valuation Ratio” shall be replaced by “LTV”.

Please note: if there is any discrepancy between the English and Chinese versions of this letter, the English version will prevail.