

## MORTGAGE SERVICES TERMS AND CONDITIONS

These Terms and Conditions form an integral part of the offer letter (the "Letter") and apply to the grant by DBS BANK (HONG KONG) LIMITED (the "Bank", which expression shall include its successors and assigns) to the Borrower of the Facility as stated in the Letter issued by the Bank to the Borrower.

### **1 Personal Data**

You agree and accept that :

- (a) the applicable data policies, notices and other communications to customers concerning their data from time to time issued by the Bank (a member of the DBS Group) shall apply. A copy is available on request at any Bank branch or from its website (www.dbs.com/hk). You agree that all information in the application form, or that is obtained from any other sources or that arises from your relationship with the Bank (or any other DBS Group Company) ("data") will be subject to such policies, notices or other communications (as may be varied from time to time). You agree in particular that :
  - (i) the Bank may verify, provide and collect information about you from other organizations, institutions or other persons;
  - (ii) the Bank may transfer data outside the Hong Kong SAR including to Singapore; and
  - (iii) the Bank may compare any data obtained with your data, and use the results for taking of any actions including actions that may be adverse to your interests;
- (b) if the Facility is offered under scheme(s) sponsored by the HKSAR Government / the Hong Kong Housing Authority / Hong Kong Housing Society / Hospital Authority / any other organisation in the public and/or private sectors, (collectively "Organisations"), the Bank may provide, use, disclose and transfer data to such Organisations for use, holding and processing by that Organisation as it may deem fit; and
- (c) the Bank may provide, disclose and transfer data to the Second Chargee or the Director of Accounting Services (as the case may be) for the purposes of or in connection with the Second Legal / Equitable Charge any information about the Borrower, the state of account between the Borrower and the Bank and such other information regarding the Legal / Equitable Mortgage and the Facility.

### **2 Accuracy of Information**

The offer is given in reliance on the representations, warranties and information provided by you and your designated representative(s) verbally and on the loan application form being true and accurate. You should keep the Bank informed of any material change of facts or circumstances, which may render any information, circumstances, statements, representations and/or particulars given by you untrue or incomplete before or after drawdown of the Facility.

### **3 Costs**

**All legal costs, taxes, government charges, stamp duties and other out of pocket expenses are for your account.**

### **4 Insurance**

On and after issuance of Occupation Permit, the Property must be covered by Fire and Allied Perils insurance provided, at your cost and expense, by an insurance company acceptable to the Bank. **The insurance policy must note the Bank's interest in the Property as the mortgagee to whom the loss, if any, is payable and a valid policy together with the premium payment receipt shall be lodged with the Bank no later than fourteen days prior to the policy renewal date. Otherwise, the Bank will insure the Property on your behalf and debit the amount of insurance premium to your direct debit account for the Facility.** If you select to insure at the cost of reinstating the Property, for the policy issue and upon each subsequent renewal, an evaluation of such cost performed by a suitable professional acceptable to the Bank is required and a reinstatement cost evaluation fee may be charged to you.

If the Property is insured by a block policy arranged by property / estate management company, you are advised to approach the management company to clarify whether the insurance coverage is sufficient to protect your interest. You are required to submit a copy of the certificate of block policy for the Bank's assessment and ensure that your property is covered by separate insurance (or insurance under a block policy), which in either case, is acceptable to the Bank and the Bank may at its sole discretion approve such policy, or require you to arrange insurance with an insurance company acceptable to the Bank. If the Bank incurs any financial loss in case of insufficient insurance coverage, you are fully held responsible for that loss.

**5 Repayment**

Repayment of principal and interest of the Loan(s) is/are to be made in cleared funds in such equal and consecutive instalments at such intervals as stated in the Letter, or at such other intervals and amounts as the Bank at its absolute discretion shall determine and advise you. The amount due will be debited from your account through the autopay system or by other arrangements you have made/will make with the Bank. Where your account has insufficient funds for repayment, the Bank shall have the right to debit the principal, interest and/or late payment charges and overdue interest (if any), in part or in whole, without further notice to you.

**6 Late Charges / Late Instalment Payment**

**Late payment / settlement of any loan instalment will be subject to late payment charges and overdue interest at 7% p.a. over the contract rate shown in the Letter or at such other rate(s) as the Bank shall from time to time determine. The late payment charges and overdue interest for a given month is calculated by applying 7% p.a. over the prevailing contract rate of that month on the outstanding amount. These charges will be debited to your account with the Bank or be paid by you to the Bank.**

**7 Fees & Charges**

**The Bank may at its sole discretion charge other fees for renewing or amending the terms of the Facility. The fees, if any, will be advised to you at the time of renewal or amendment. For details, please refer to Bank Charges Schedule.**

**8 Prepayment**

**Upon giving the Bank at least one month's prior written notice, the mortgagor will be entitled to redeem the Property on payment of all sums due at the expiry of the notice. All legal costs and other expenses reasonably incurred in relation to the redemption will be paid for by the mortgagor.**

**You may prepay the whole or part of the Loan by giving the Bank one month's prior written notice subject to payment of the prepayment charge and a minimum partial prepayment amount as stated in the Letter. If the request for early prepayment of the Facility takes place on a date other than the instalment due date, interest shall be calculated to the upcoming instalment due date. Any partial prepayment shall not be less than a minimum partial prepayment sum, or its multiple integrals thereof, to be determined from time to time by the Bank at its sole discretion.**

**9 Mortgage**

The Bank's solicitor will prepare the following document for your execution:

- i) Legal Mortgage, or
- ii) Equitable Mortgage and the Legal Mortgage (to be entered upon completion of the Property)

The Bank agrees that the solicitors preparing the mortgage documents and attending your execution of them may also act for you and/or the mortgagor. However, in case of any conflict of interest, such solicitors may have to cease acting for the Bank and you and/or the mortgagor.

It is important that you read and understand the Mortgage carefully before signing it. You may inspect a copy of the Bank's standard form Mortgage at the office of your solicitors or the Bank's solicitors during office hours. The Mortgage will contain the Bank's usual provisions.

**10 Regarding default by the Borrower**

**You must immediately pay the Bank the outstanding principal balance of the Loan, accrued interest and outstanding balance of any other facilities if any one of the following events happen :**

- a) **you are late in paying any money under the Letter;**
- b) **you breach any provision of the Letter (other than one which requires you to pay money);**
- c) **the Bank gives you notice that the Bank has found out that you gave the Bank false or incomplete information in the loan application form which had adversely impaired or misled the Bank in its decision to grant you the Loan;**
- d) **any other event happens which is an Event of Default under the Mortgage.**

In addition to any general right of set-off or other rights conferred by law or under any other agreement, the Bank may, without prior notice to you, set-off or transfer any money standing to the credit of any account(s) which you maintain with the Bank (whether in your own name or in joint names with any other person) in or towards settlement of any amount owing to the Bank in respect of the Loan. The Bank shall as soon as reasonably practicable notify you after any exercise of the Bank's right of set-off.

**IF YOU AND/OR THE MORTGAGOR DO NOT KEEP UP PAYMENTS ON THE MORTGAGE OR OTHER LOAN SECURED ON IT:**

- a) **THE BANK MAY TAKE POSSESSION OF AND SELL THE MORTGAGED PROPERTY; AND**  
 b) **THE BANK MAY CLAIM AND RECOVER FROM YOU AND/OR THE MORTGAGOR ANY SHORTFALL BETWEEN THE AMOUNT OWING UNDER THE MORTGAGE AND THE LETTER AND ANY AMOUNT THE BANK MAY RECEIVE FROM THE SALE OF THE MORTGAGED PROPERTY.**

#### **11 Sponsored Schemes**

Security under scheme(s) sponsored by any of the Organisations cannot be applied to, or shared with, other facilities which you may have with the Bank. These Terms and Conditions are also subject to change required by the relevant Organisation and/or its rules or requirements or as determined by the Bank at its absolute discretion from time to time. All issues concerning priority and other matters concerning such scheme (and its related security) and the Facility (and its related security), shall be subject to final determination by the Bank.

#### **12 Assignment**

You agree that the Bank may assign or transfer, or agree to assign or transfer any or all of its rights and/or its obligations under the Letter, to any person at any time.

On any assignment or transfer under the above clause, the assignee or transferee, or its successors and assignees, will be able to enforce the Letter against you in the same way and to the same extent that the Bank could enforce them before the assignment or transfer.

#### **13 Amendment**

The Bank may by not less than 30 days notice in writing to you, amend the Letter (including these Terms and Conditions). Such amendment shall become effective and binding upon expiry of that 30-day period, notwithstanding that you may not in fact have received the Bank's written notice. The Bank reserves the right to amend or cancel the offer contained in the Letter.

#### **14 Interest Rate Change**

**If the interest rate for any Facility is expressed to be a margin over (1) the Prime Rate or (2) an interbank offered rate, the Bank shall be entitled to from time to time and at any time substitute the Bank's cost of funds for the Prime Rate or the interbank offered rate (as the case may be) in the interest rate computation formula for calculating the interest payable under the Facility for such duration as the Bank may determine at its sole and absolute discretion, subject always to the interest rate payable by you being at least 0%.**

**If the interest rate for any Facility is expressed to be (1) the Prime Rate or (2) the Prime Rate minus a margin, the Bank shall be entitled to from time to time and at any time substitute the Bank's cost of funds plus a margin (such margin shall be determined by the Bank at its sole and absolute discretion) for the interest rate as the applicable interest rate for the Facility for such duration as the Bank may determine at its sole and absolute discretion, subject always to the interest rate payable by you being at least 0%.**

#### **15 Interest Calculation**

Interest will accrue on a daily basis and be payable to the Bank bi-weekly or monthly as provided for in the Letter. All interest calculations will be determined and calculated by the Bank with reference to the number of days elapsed and the total number of days in the year, and normally, the calculation will be based on a 365-day year basis.

#### **16 Occupancy of Property**

The Property covered by the Mortgage will be for occupation by :

- i) you;
  - ii) the major shareholder and/or the directors or partners of your company, in case you are a limited company or partnership;
  - iii) the mortgagor(s);
- and any immediate family members of the above parties as the case may be.

#### **17 Leasing of Property**

The terms and conditions of the Facility are subject to revision at the Bank's sole discretion if the Property is subsequently leased out. All tenancy agreements in respect of the Property or any part thereof to be entered into will be subject to the Bank's prior written consent.

## **18 Relationship with Directors/Employees etc.**

18.1 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, you hereby confirm to the Bank that you are not a Connected Person. You 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.

18.2 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 the relevant rules relating to exposures to connected parties under the Banking (Exposure Limits) Rules 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.

## **19 Undertaking**

By accepting the Letter, you undertake and confirm that :

- a) No relatives at the Bank  
 Except as already disclosed in your facility application at present neither you nor any of the following parties have any relationship with the directors or employees of the Bank or its parent, DBS Bank Ltd, or any of its other subsidiaries :
  - i) in case you are a limited company, any of your shareholders and directors;
  - ii) in case you are a partnership, any of your partners;
  - iii) in case the Facility is secured by guarantee or security provided by other parties, any of such guarantor(s) or security provider;  
 and that you will notify the Bank promptly in writing if you or any of the above parties (if any) become so related; and
- b) Provision of information to Guarantor(s)  
 In case the Facility is secured by guarantee and/or security from any third party, you hereby consent to the Bank's providing to any guarantor(s) or provider(s) of security in respect of any loan(s) or credit facility extended to you the following :
  - i) a copy of the contract evidencing the obligations to be guaranteed or secured or a summary thereof;
  - ii) a copy of any formal demand for overdue payment which is sent to you after you have failed to settle an overdue amount following a customary reminder; and
  - iii) from time to time on request by the guarantor(s) or provider(s) of security, a copy of the latest statement of account provided to you.

## **20 Entire Agreement**

The Letter (including these Terms and Conditions) comprises the entire agreement in respect of the Facility. No oral representations, or additional provisions or variations will apply or have any effect unless specifically agreed to in writing by the Bank.

## **21 Other Conditions**

- a) The Facility is subject to the Bank's overriding right of amendment / withdrawal and to repayment on demand including the right to call for cash cover on demand.
- b) The term "the Bank" as defined in the Letter, and in all mortgage, security or other deeds or documents and the Bank's title, interest, right and benefit under the Facility and the above documents shall also extend to its successors and assigns.
- c) These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong and you irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.

**22 Language**

If there is any inconsistency between the English and Chinese versions of the Letter and these Terms and Conditions, the English version shall prevail.

**23 Contracts (Rights of 3rd Parties) Ordinance**

Unless expressly provided to the contrary in the Letter (including these Terms and Conditions), a person who is not a party to the Letter may not enforce any of its terms under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) and notwithstanding any term of the Letter, the consent of any third party is not required for any variation (including any release or compromise of any liability), rescission or termination of the Letter.

## 按揭服務章則和條款

以下章則和條款為按揭貸款確認書（「貸款確認書」）的重要組成部分，並適用於星展銀行（香港）有限公司（「本行」，包括其繼承人和受讓人）向借款人提供的貸款安排（以本行向借款人發出的貸款確認書所列明的貸款安排為準）。

### 1. 個人資料

閣下同意並接納：

- a) 本行（星展集團成員之一）不時發出有關客戶資料的政策、通知及其他客戶通訊適用於客戶資料，並可於本行各分行索取或於本行網站（[www.dbs.com/hk](http://www.dbs.com/hk)）取閱。閣下同意，申請表格內的所有資料或本行從其他途徑獲得的資料，或本行（或其他星展集團成員）為閣下提供銀行服務時所得的資料（「資料」）均受該等政策、通知或其他有關通訊（以不時修訂者為準）約束。閣下特此同意：
  - i) 本行可向其他組織、機構或人士核實、提供及收集閣下的資料；
  - ii) 本行可將有關資料從香港特區轉移至其他地方，包括新加坡；及
  - iii) 本行可將有關資料與其他資料作比較，並根據結果採取任何行動，包括不符合閣下利益的行動；
- b) 若貸款安排是按香港特區政府 / 香港房屋委員會 / 香港房屋協會 / 醫院管理局 / 任何公營及/或私營組織（統稱「組織」）的資助計劃所提供，本行可向該等組織提供、使用、披露或轉移資料，作其認為適當的使用、記錄及處理；及
- c) 本行可就第二法定 / 衡平法按揭或其涉及事宜向第二按揭人或庫務署署長（視乎情況而定）提供、披露或轉移任何有關借款人、借款人與本行賬目狀況及任何其他有關法定 / 衡平法按揭及貸款安排的資料。

### 2. 資料準確性

按揭貸款確認是按照閣下或閣下的指定代表口頭及在貸款申請書上提供真實而準確的陳述、保證及資料而作出。若任何事實或情況出現重大改變，使閣下在提取貸款之前或之後提供的任何資料、事實、情況、表態、陳述及/或個別情況變得失實或不完整，閣下必須通知本行。

### 3. 費用

閣下須自行負擔所有法律費用、稅款、政府費用、印花稅及其他所有相關費用。

### 4. 保險

閣下必須確保在發出入伙紙起已為物業投保，該保單必須為本行所接受的保險公司發出的火險及附加綜合保險，而其保費及有關的開支須由閣下支付。該等保單必須註有本行作為承按人於物業中的權益，若出現任何損失時本行將獲支付賠償，而有效的保單及保費繳付收據必須於保單續期日前最少十四天提供給本行，否則本行將代閣下投保，並從閣下指定償還貸款安排的自動轉賬戶口扣除保費。若閣下選擇的投保金額為將物業恢復原狀所需費用，在保單發出及在其後每年保單續期時，物業須由本行接受的合適的專業人士評核該費用，而有關的評核費可能由閣下負責。

如物業已由物業/屋苑管理公司代購全屋苑保險，本行建議閣下向管理公司了解在該全屋苑保險的保險範圍內，閣下的權益是否獲得足夠的保障。閣下須提交該屋苑保單的副本供本行審閱，並確保已另行為物業購買所需的保險（或物業已在全屋苑保險的範圍內），而在兩者中任何一種情況下該保單必須為本行所接納的。本行可按其獨有酌情決定權批准接納該保單，或要求閣下向本行接受的保險公司購買保險。如本行因物業保額不足而出現任何經濟損失，閣下須完全承擔該等損失。

### 5. 還款

閣下須根據貸款確認書指定的還款周期，或本行以其絕對酌情釐定並通知閣下的其他還款周期及金額，連續每期以同等金額及以已結算款項向本行分期償還貸款的本金及利息。該等款項將透過自動轉賬或閣下已與或將與本行安排的其他方式支付。若閣下的賬戶資金不足以還款，本行有權扣除部分或全部貸款本金、利息及/或逾期還款費用和逾期利息（如有）而不另行通知。

### 6. 逾期費用/逾期還款

若閣下逾期支付或清償任何當期還款，本行將按貸款確認書中的合約利率加 7% 年利率或本行不時決定的其他費率收取逾期還款費用及逾期利息。任何月份的逾期還款費用及逾期利息將按未償還金額及該月份的現行合約利率加 7% 年利率計算。該等費用將從閣下在本行的戶口扣除，或由閣下向本行支付。

### 7. 其他費用

本行可全權酌情決定就更新或更改貸款安排的條款收取其他費用，於更新或更改貸款安排時，本行將通知閣下所應收的費用（如有）。詳情請參閱銀行服務收費表。

### 8. 提前還款

在給予本行最少一個月的事先書面通知後，按揭人有權在清還所有到期應繳款項後於該通知的到期日贖回按揭物業。按揭人須就贖回按揭物業支付所有合理地產生的法律費用及其他費用。

閣下可在給予本行最少一個月的事先書面通知後，提前清還全部或部分還款，惟本行可收取貸款確認書所載的提前還款費用而提前還款亦須符合最低提前部分還款額。若提前還款的日期並非分期還款日，利息將計算至下一個分期還款日。任何部分還款額不得低於最低提前部分還款額或其倍數，該金額由本行不時全權酌情決定。

### 9. 按揭

本行委派的事務律師將擬備以下文件供閣下簽訂：

- i) 法定按揭，或
- ii) 衡平法按揭及法定按揭 (將在物業建成後簽訂)

本行同意，擬備按揭文件並於簽訂文件時在場的事務律師可同時代表閣下及/或按揭人，但若出現任何利益衝突，該等事務律師可能需要終止同時為本行、閣下及/或按揭人服務。

閣下必須仔細閱讀及明白按揭文件方可簽署。閣下可於辦公時間內於閣下或本行的事務律師的辦事處閱覽本行的標準按揭文件。按揭文件將包括本行的常規條款。

### 10. 借款人違約

若出現下列任何情況，閣下必須立即償還貸款的未償還本金、累計利息及任何其他貸款安排的未償還結欠：

- a) 閣下逾期償還貸款確認書訂明的任何款項；
- b) 閣下違反貸款確認書的任何條款（不包括要求閣下付款的條款）；
- c) 本行通知閣下，本行發現閣下在貸款申請書上向本行提供失實或不完整的資料，因而對本行向閣下批出貸款的決定產生不利或具誤導性的影響。
- d) 發生任何屬於按揭文件所指的違約事件的其他情況。

除按法律或任何其他協議賦予的任何一般抵銷權或其他權利外，本行可抵銷或轉移任何於本行開立的戶口的任何正數結餘（不論為以閣下名義或與其他人士聯名開立）以支付閣下就貸款欠本行的任何金額，而無須事先通知。本行行使抵銷權後，將在合理可行的範圍內儘快通知閣下。

如閣下及/或按揭人未有按時就按揭或其他以按揭作抵押的貸款作出付款：

- a) 本行可取得按揭物業的管有權，並將按揭物業出售；及
- b) 本行可向閣下及/或按揭人申索及追討在按揭和貸款確認書下的欠款與本行可從出售按揭物業收取的任何款項之間的差額。

### 11. 資助計劃

任何組織的資助計劃所涉及的抵押品，不可全部或部分用作閣下從本行取得的其他貸款安排的抵押品。本章則和條款可按有關組織的要求及/或其規則或規定，或本行按其絕對酌情權不時作出的決定加以更改。所有涉及優先權及其他有關該等計劃（及其有關抵押品）及貸款安排（及其有關抵押品）的事宜，均以本行的最終決定為準。

### 12. 轉讓

閣下同意本行可在任何時候向任何人士讓與或轉讓、或同意讓與或轉讓貸款確認書賦予本行的任何或所有權利及/或義務。

在進行上述任何讓與或轉讓後，受讓人或承讓人或其承繼人及受讓人將可向閣下強制執行貸款確認書，其方式及範圍將與本行在讓與或轉讓前的方式及範圍相同。

### 13. 修訂

本行可修訂貸款確認書（包括本章則和條款），惟須在不少於 30 天前以書面通知閣下。即使閣下實際上可能未收到本行的書面通知，但該等修訂將在該 30 天通知期屆滿後生效並具有約束力。本行保留權利修訂或取消貸款確認書的條款。

#### 14. 利率變更

若任何貸款安排的利率為某年利率加 (1)最優惠利率或 (2)銀行同業拆息，本行有權不時及在任何時候於計算貸款安排的應付利息時，在利率計算公式中以本行的資金成本代替最優惠利率或銀行同業拆息（視乎情況而定），如此計算所適用的期間由本行全權絕對酌情決定，而閣下應付的利率須至少為 0%。

若任何貸款安排的利率為 (1)最優惠利率或 (2)最優惠利率減某年利率，本行有權不時及在任何時候以本行的資金成本加上某一年利率（該某一年利率由本行全權絕對酌情決定）代替貸款利率，作為該貸款安排的適用利率，如此計算所適用的期間由本行全權絕對酌情決定，而閣下應付的利率須至少為 0%。

#### 15. 利率計算

所有利息將每日累算及按貸款確認書所訂每兩星期或每月支付給本行。本行將按照每年的實際日數及貸款的實際日數計算，並一般會以每年為 365 日作為計算基礎。

#### 16. 物業居住用途

按揭物業只供以下人士作居住用途：

- i) 閣下；
- ii) 若閣下為有限公司或合夥公司，則閣下公司的主要股東 / 董事或合夥人；
- iii) 按揭人；

以及上述人士的近親家庭成員（視乎情況而定）。

#### 17. 租出物業

若按揭物業其後被租出，本行可全權酌情決定更改貸款安排的章則和條款。物業或其任何部分的所有租賃協議均須經本行事先以書面同意方可訂立。

#### 18. 與董事／僱員等的關係

18.1 本行作為持牌銀行，在向任何與本行、其附屬公司或聯繫公司的董事、僱員、控權人或小股東控權人有關連的人士（「關連人士」）提供貸款時須遵守若干限制。除非另有向本行聲明或透露，閣下向本行確認閣下並非關連人士。閣下承諾在尚欠本行貸款或其他負債的期間內，如閣下在任何時間成為關連人士，閣下將立即以書面方式通知本行。

18.2 就本第 18 條而言，以下詞語的定義如下：

「控權人」及「小股東控權人」具有《銀行業條例》（香港法例第 155 章）之下《銀行業（風險承擔限度）規則》有關對關連人士的風險承擔的條款所界定的意思；

「附屬公司」具有《公司條例》（香港法例第 622 章）所界定的意思；及

「聯繫公司」就任何一方而言，指直接或間接控制該方、被該方直接或間接控制或與該方直接或間接受同一人控制的任何其他法律實體，而在本定義中，「控制」指(i) 直接或間接擁有某一方 50% 以上的有表決權股本；或(ii) 有權行使或控制行使某一方 50% 或以上的表決權；或(iii) 某一方能夠（不論直接或間接及不論憑藉擁有股本、管有表決權、合約或其他方式）對另一方的管理及政策作出指令或控制另一方的董事會或同等組織的組成。

#### 19. 承諾

若閣下接受貸款確認書，即表示閣下承諾及確認：

a) 在本行沒有親屬

除非已在貸款安排申請書中披露，否則閣下或以下人士與本行或其母公司星展銀行有限公司或其任何其他附屬機構的董事或僱員目前並無任何關係：

- i) 若閣下為有限公司，則為貴公司的任何股東或董事；
- ii) 若閣下為合夥公司，則為貴公司的任何合夥人；
- iii) 若貸款安排由其他人士擔保或提供抵押品，則為該等擔保人或提供抵押品的人士；

而當閣下或上述任何一方（如有）與上述董事或僱員出現任何關係，閣下將儘快以書面通知本行；以及

b) 向擔保人提供資料

如貸款安排由任何第三者擔保或提供抵押品，閣下同意本行向閣下任何貸款或貸款安排的擔保人或提供抵押品的人士提供下列文件：

- i) 有關合約的副本或摘要，以示所擔保或保證的義務；
- ii) 在發出一般還款提示後，如閣下未能清還逾期款項，發給閣下的逾期還款正式催繳通知書副本；以及
- iii) 按擔保人或提供抵押品的人士不時提出的要求，本行發給閣下的最新結單的副本。



## 20. 整份協議

貸款確認書（包括本章則和條款）組成貸款安排的整份協議。除非本行特別以書面同意，否則任何口頭陳述、附加條款或變更均不適用。

## 21. 其他條款

- a) 貸款安排受本行修訂 / 取消貸款安排及要求立即還款的絕對權利限制，包括本行要求現金保證的權利。
- b) 貸款確認書及所有按揭、抵押或其他契據或文件所界定的「本行」一詞，及本行按貸款安排及上述文件所享有的所有權、權益、權利及利益均適用於本行的繼承人及受讓人。
- c) 本章則和條款受香港法律管轄並按其解釋，閣下現作出不可撤銷的承諾同意接受香港法院的非專屬司法權管轄。

## 22. 語言

如貸款確認書及本章則和條款的中英文版本之間有任何歧異，概以英文版本為準。

## 23. 《合約（第三者權利）條例》

除非貸款確認書（包括本章則和條款）另有明文的相反規定，否則本身並非貸款確認書一方的人士不可根據《合約（第三者權利）條例》（香港法例第 623 章）強制執行貸款確認書的任何條文，以及不論貸款確認書有任何規定，貸款確認書的任何更改（包括任何責任的解除或妥協）、撤銷或終止均不需取得任何第三者的同意。