

Cashline Revolving Loan Terms and Conditions

These terms and conditions apply to and regulate the provision and use of the Cashline Revolving Loan ("Cashline") of DBS Bank (Hong Kong) Limited (the "Bank", which expression shall include its successors and assigns) and are supplemented to the Bank Accounts and Services Terms and Conditions (the "General Conditions") of the Bank. Please read them carefully.

1. Conditions

The approval of the Cashline is conditional upon the applicant's credit information/material having met with the credit requirements of the Bank and any other requirement as determined by the Bank from time to time. All information provided must be supported by the production of original documentation or other acceptable evidence required by the Bank. Each successful applicant (the "Borrower") will be notified by the Bank in writing (the "Approval Letter") communicated with the Borrower through channels set out in Clause 17 below.

2. Cancellation of Application

The Borrower agrees that he/she may not cancel his/her application once processing has commenced. If cancellation is possible, the Borrower hereby agrees to pay the Bank all reasonable costs and expenses in connection with the cancellation.

3. Availability

Subject to the annual fee as set out in Clause 11(a) below, the Cashline will be available to the Borrower from the date of the Approval Letter whereupon a loan account (the "Cashline Account") will be opened by the Bank in the name of the Borrower. The Cashline Account will be operated in accordance with these Terms and Conditions and the General Conditions by which the Borrower shall be bound. If there is any inconsistency or conflict between the General Conditions and these Terms and Conditions, the latter shall prevail for the purposes of the Cashline Account. For avoidance of doubt, the provision that customer may appoint one or more authorised signatory(ies) to give instructions to the Bank under Clause B5 of the General Conditions is not applicable to Cashline Account.

4. Use of Cashline

Borrower may choose to draw down the Cashline by one of the following ways:

- (a) the full amount of Cashline granted by the Bank to the Borrower (the "Credit Limit") may be drawn down immediately upon the facility being approved by the Bank and, after deduction of the annual fee, be credited to a designated account of the Borrower; or
- (b) the Borrower may draw down, from time to time, any amount from the Cashline Account up to the Credit Limit through, as the case may be, (i) the use of a cash withdrawal card (the "Cashline Card") to effect cash withdrawal or transfer of funds from the Cashline Account at any automatic teller machine or automatic cash dispenser provided or from time to time designated by the Bank ("ATMs"); (ii) the issue of cheque(s); and/or (iii) the Bank's internet banking services, phone banking services and such other channel(s) of communication and in such other manner as the Bank may from time to time prescribe. Without prejudice to the other provisions of these Terms and Conditions, the Borrower agrees to observe and be bound by the General Conditions when using the cheque book, ATM facility, internet banking services, phone banking services and/or other banking services.

5. Credit Limit

- (a) The Bank may designate the Credit Limit to the Cashline Account as the Bank may from time to time determine at its discretion provided that the Borrower hereby expressly agrees and acknowledges that the Credit Limit is uncommitted and the Bank shall be at liberty at any time at the Bank's absolute discretion to review, increase, reduce, modify, suspend, cancel and/or terminate the Credit Limit without any prior notice to the Borrower.
 - (b) If the outstanding debit balance on the Cashline Account exceeds the Credit Limit:
 - (i) the Bank has the right to charge a fee as determined by the Bank from time to time for any amount exceeding the Credit Limit and such fee will be debited to the Cashline Account; and
 - (ii) the Bank is entitled to suspend further drawings of Cashline from the Cashline Account.
 - (c) The Bank may decline to honour any cheque and payment instruction without notice, if the payment would result in the Credit Limit being exceeded.
 - (d) The Borrower may apply for a review of the Credit Limit at any time by giving reasonable notice in writing to the Bank.
6. Finance Charges
- All sums owing by the Borrower to the Bank in whatever form shall bear finance charges at such rate(s) as the Bank may from time to time at its discretion specify by notice to the Borrower. Finance charges shall accrue from day to day, on a basis of a 365-day year (for both ordinary and leap years), on the daily balances of the Cashline Account as shown in the Bank's books and records and debit to the Cashline Account at monthly intervals or at such intervals as the Bank may prescribe from time to time at its discretion.
7. Statement
- (a) A statement will be sent to the Borrower on a monthly basis unless there are no entries covering the period which is the subject of the statement.
 - (b) Any statement shall be accepted by the Borrower as correct except to the extent that the Borrower notifies the Bank in writing of any alleged error or omission within 90 calendar days from the day of such statement or the Bank notifies the Borrower of an error. The Bank's record shall be final and conclusive unless and until the contrary is established.
8. Minimum Payment
- (a) Each statement sent to the Borrower specifies the date by which payment must be made to the Bank (the "Payment Due Date"). On or before each Payment Due Date, the Borrower shall pay a minimum payment (the "Minimum Payment") which consists of:
 - (i) the Minimum Monthly Repayment as stipulated in the Approval Letter, which represents 2.5% of the outstanding debit balance on the Cashline Account as of the statement cut-off date or HK\$100, whichever is higher; and
 - (ii) any amount by which the Credit Limit is exceeded, any payment in arrears or any fees and charges as specified by the Bank, as the case may be.
 - (b) The Bank may at its discretion alter the Minimum Payment, the Minimum Monthly Repayment and/or the Payment Due Date, but shall give the Borrower at least 30 calendar days' prior notice of such change.
9. Repayments

- (a) Cheques deposited or repayments made through ATMs for the credit of the Cashline Account will be received by the Bank on a collection basis only and uncleared funds will not be taken into account in determining the balance available under the Credit Limit.
 - (b) Payments received by the Bank in respect of the Cashline Account will be applied in the following order in or towards payment of: firstly, any legal and collection fees, finance charges, handling fees, late fees and other fees and charges; secondly, any interest accrued and all other amounts owed by the Borrower to the Bank under these Terms and Conditions and lastly, the outstanding principal amount; or in any order as the Bank considers appropriate without prior reference to the Borrower.
 - (c) The Cashline shall be of continuing nature (unless cancelled or terminated) and these Terms and Conditions shall apply to the amount outstanding from time to time notwithstanding any interim payment or full payment at any time. The Bank reserves the right at its absolute discretion to suspend the Cashline or vary the terms in respect of the Cashline.
10. Credit Balance
No interest will accrue on any credit balance in the Cashline Account.
11. Fees and Charges
- (a) A non-refundable annual fee calculated at the rate from time to time determined by the Bank will be payable immediately upon the approval, annual renewal or subsequent change of the Credit Limit and debited to the Cashline Account. The Bank is authorised to charge the annual fee and other related charges, as the case may be, arising from the review of the Credit Limit.
 - (b) The Bank shall be entitled to levy an overlimit charge as referred to in Clause 5 (b) (i) above. An overlimit charge will be levied if any fees and charges debited to the Cashline Account from time to time increase the outstanding debit balance on the Cashline Account resulting in the excess of the Credit Limit.
 - (c) If the Borrower fails to pay the Minimum Payment in full by the Payment Due Date, the unpaid portion will be included as payment in arrears and:
 - (i) a late fee, at a rate determined by the Bank and may vary from time to time, will be debited to the Cashline Account after the Payment Due Date; and.
 - (ii) the finance charge calculated at a higher rate ("Delinquent Interest Rate") as determined by the Bank from time to time at its sole discretion and notified to the Borrower will be debited to the Cashline Account, and the Bank reserves the right to suspend further drawings of the Cashline. For details of the Delinquent Interest Rate, please refer to the Cashline Revolving Loan Fee Schedule ("Fee Schedule") or any other notice issued by the Bank from time to time.
 - (d) The Bank shall be entitled to levy a handling charge as determined by the Bank from time to time at its sole discretion and such handling charge will be debited to the Cashline Account or any other account or by any other method of payment agreed by the Borrower if:
 - (i) the Bank, at the request of the Borrower, re-prints any statement(s) of the Cashline Account; and

- (ii) any cheque issued by the Borrower is returned or any direct debit payment made by the Borrower is rejected for lack of available funds or for any whatever reason.
 - (e) If the Borrower loses the Cashline Card, a handling fee will be charged to issue any replacement and such fee will be debited to the Cashline Account.
 - (f) The Bank shall be entitled to levy fees and charges as detailed in the Fee Schedule and/or Bank Charges Schedule. Copies of which are available from the Bank's website (www.dbs.com/hk) or at any branch of the Bank. Details are also available on request, or by calling the Customer Service Hotline.
12. Cancellation and Termination of Account
- (a) Borrower may cancel or terminate the Cashline Account at any time by giving reasonable notice in writing to the Bank, such cancellation or termination to be effective upon confirmation by the Bank in writing. The whole of the outstanding balance on the Cashline Account (including the outstanding principal, finance charges, accrued interest and other fees and charges) will become immediately due and payable in full to the Bank on such cancellation or termination.
 - (b) In normal circumstances the Bank will give reasonable notice to the Borrower before terminating the Cashline Account. Nevertheless, the Bank may terminate the Cashline Account at any time without prior notice to the Borrower and with or without cause.
 - (c) The Bank shall be entitled to charge finance charges at the rate(s) as the Bank may from time to time at its discretion specify on any unpaid sums on a daily basis from the date of cancellation of the Cashline or termination of the Cashline Account.
 - (d) Termination of the Cashline Account for whatever reason and the suspension or termination of all or any of the services shall be without prejudice to the right of the Bank to settle any transaction in respect of the Cashline Account entered into by or on behalf of the Borrower prior to or after such termination or suspension. Further, upon such termination or suspension, the Bank may cancel all or any unexecuted transaction in respect of the Cashline Account at its discretion.
13. The Bank's Overriding Right of Repayment
- (a) The outstanding principal, finance charges, accrued interest and the other fees and charges under the Cashline shall be subject to the Bank's overriding right of repayment on demand.
 - (b) The Bank is authorised to deduct all amounts outstanding on the Cashline Account together with all interest accrued, as well as any fees, charges and other amounts owing hereunder, from the Cashline Account at any time, with or without prior notice and with or without cause.
14. Costs and Expenses
- The Bank may take such action as it may in its absolute discretion thinks fit to enforce its right in respect of the Cashline and these Terms and Conditions including, without limitation, employing lawyers and third party collection agents to collect any sums owing by the Borrower to the Bank. The Borrower shall indemnify the Bank on demand for all reasonable legal and other costs and expenses reasonably incurred by the Bank in respect of any such enforcement actions provided that the total collection costs from engaging collection agents to be recoverable shall in normal circumstances not exceed 30% of the amount of the debt. For the avoidance of doubt, the abovementioned ceiling of 30% shall not apply to the costs and expenses the Bank incurs from engaging

lawyers. The Borrower agrees and authorises the Bank to disclose relevant information to such persons for these purposes.

15. Set-off Right

In addition to any general right of set-off or other rights conferred by law or under any other agreement, the Bank, may at any time without prior notice, combine or consolidate all or any of the outstanding balance of the Cashline Account and/or accrued interest or other amounts due, with any other account(s) which the Borrower maintains (whether in the name of the Borrower or in the names of the Borrower and any other person(s)) with the Bank (including fixed deposit accounts, the maturity of which may for this purpose be accelerated by the Bank) and set-off or transfer any money in any currency standing to the credit of such other account(s) in or towards the satisfaction of the Borrower's obligations, indebtedness and liabilities to the Bank in respect of the Cashline Account and/or under these Terms and Conditions or in any other respect, whether such liabilities be joint or several, primary or collateral and whether or not such liabilities are in the same currency and the Bank is authorised to effect (or request the effecting) any necessary transfers and currency exchanges.

16. Amendment

- (a) The Bank shall be entitled to increase or alter its fees and charges (including the fees and charges in respect of the Cashline, the fees and charges set out in the Fee Schedule and/or Bank Charges Schedule and any other fees and charges as stipulated by the Bank from time to time), as well as impose new fees and charges, from time to time and may notify the Borrower of such increase, alteration or imposition in any manner it thinks fit. The Borrower will be bound by such increase, alteration or imposition unless the Cashline is cancelled and repaid in full before the date on which such increase, alteration or imposition becomes effective.
- (b) The Bank may revise or alter these Terms and Conditions, the General Conditions and/or introduce additional terms and conditions from time to time and such revision and/or addition shall become effective subject to the Bank's giving notice to the Borrower (for a period of at least 60 calendar days for any variation of terms and conditions affecting fees and charges under the control of the Bank or affecting the liabilities or obligations of the Borrower or for such reasonable period as the Bank may prescribe in the case of any other variations). All notices may be given by display at the Bank's branches, advertisement or other means as the Bank thinks fit and shall be binding on the Borrower unless the Cashline is cancelled and repaid in full before the date on which such variation becomes effective.

17. Communication

- (a) Any notice or communication to the Borrower may be given by the Bank in writing or orally. If in writing, it may be delivered by ordinary pre-paid post, personal delivery, courier, registered mail, facsimile, short message service ("SMS"), electronic mail, electronic platforms or other electronic means to the Borrower's last known address, number or electronic mail details or to such other address, number or electronic mail details as the Borrower may have notified the Bank in writing or by other electronic means as the Bank deems appropriate or by posting a notice on the Bank's website and it will be deemed to be given, made or received:

- (i) if sent by ordinary pre-paid mail to places in Hong Kong, 2 calendar days after posting (notwithstanding that it may be returned through the post office undelivered);
 - (ii) if sent by ordinary prepaid mail to places outside Hong Kong, 7 calendar days after posting (notwithstanding that it may be returned through the post office undelivered);
 - (iii) if sent by personal delivery, at the time left at the relevant address;
 - (iv) if sent by courier or registered mail, on the date it is delivered or delivery is attempted (notwithstanding that it is undelivered or returned undelivered);
 - (v) if sent by facsimile, at the time shown on the transmission report as being successfully sent;
 - (vi) if sent by SMS or electronic mail, at the time of delivery from the Bank's electronic messaging system (notwithstanding that it was not successfully delivered);
 - (vii) if delivered via electronic platforms or other electronic means, 24 hours after the Bank sends it (notwithstanding that it was not successfully delivered); and
 - (viii) if delivered by posting a notice on the Bank's website, at the time of posting.
 - (b) If any communication sent to the Borrower is returned to the Bank or if the Bank is otherwise notified that any particular means of communication is no longer effective, subject to applicable laws, the Bank may at its sole discretion cease to use such means of communication until the Borrower has updated the relevant contact details. In particular, the Bank may cease to send any Cashline Card, cheque book or statement to any address of the Borrower upon receiving any returned mail from such address.
 - (c) The Borrower shall notify the Bank promptly in writing of any changes in personal details (including address, employment, permanent residence or telephone number) or of any difficulty in repaying any indebtedness or in meeting any payment to the Bank arising from the Cashline.
18. Instructions
- (a) The Borrower may give instructions to the Bank and the Bank may accept any instructions given:
 - (i) in writing and delivered in person or by post, courier, electronic mail, electronic platforms or other electronic means or facsimile and, if a specimen signature was provided to the Bank, with signing which resembles the specimen provided to the Bank;
 - (ii) orally over the telephone or in person at any branches of the Bank;
 - (iii) electronically through any internet banking service made available by the Bank from time to time or otherwise via the internet; or
 - (iv) through any other channel (including electronic channel) as prescribed by the Bank from time to time.
 - (b) All instructions as understood and acted on by the Bank, shall be binding on the Borrower whether given by the Borrower or by any other person purporting to be the Borrower. Any transaction effected pursuant to or as a result of an instruction shall be binding on the Borrower whether or not made by the Borrower or with the Borrower's authority, knowledge or consent.

- (c) The Bank shall have no responsibility to assess the prudence or otherwise of any instruction or to determine the authenticity of any instruction or to verify the identity or authority of the person giving or purporting to give the instruction.
- (d) The Bank shall be entitled to act in accordance with its regular business practice and procedures and will only accept instructions insofar as it considers practicable and reasonable to do so.
- (e) The Bank shall be entitled at any time, at its discretion, to refuse to carry out any instruction. The Bank in so refusing is not obliged to give any reason nor be held responsible for refusing to act on any instructions.
- (f) Without limiting the generality of the Bank's right to refuse to carry out any instruction, if the Bank is of the opinion that there are errors, ambiguities or conflict in the instruction, the Bank shall be entitled to refuse to execute the instruction until clarification is obtained or to construe and execute the instruction in the manner in which it is perceived by the Bank, and the Bank may refuse to act on any instruction that is inconsistent with any applicable law to which the Bank is subject, and in doing so the Bank shall not be liable or have any responsibility of any kind for any losses thereby incurred or suffered by the Borrower.
- (g) If the Bank determines that any instruction or other circumstances may expose or lead it (whether directly or indirectly) to suffer loss or incur expense or prejudice the Bank's rights or interest, or damage or prejudice the Bank's credibility, reputation or standing, it has the right to refuse to carry out the instruction, suspend the operation of account without notice to the Borrower and without giving any reasons for so doing, and to require an indemnity from the Borrower or any third party before allowing continued operation of the account or complying with the instruction, and in doing so the Bank shall not be liable or have any responsibility of any kind for any losses thereby incurred or suffered by the Borrower.
- (h) The Bank may set cut-off times (details are available on request) by which instructions must be received in order for the Bank to process on the same day. If instructions are received after the cut-off times or on Saturday, Sunday or public holiday on which the Bank are not opened for general business, the instruction will be processed on the next business day. If the Bank is to act on an instruction before a deadline, the Borrower must ensure that the instructions are given before any cut-off times or if none are specified, reasonable time is given to the Bank to process the instruction and to communicate to any relevant third parties. The Bank will not be liable for any failure by the Borrower to meet the cut-off time or if the instructions are not received within a reasonable time before the deadline.
- (i) The Borrower agrees that the Bank shall have no obligation or liability for carrying out instructions if (despite reasonable efforts), the instructions cannot reasonably be performed or completed by the Bank in full and on a timely basis. The Bank is entitled to effect partial performance of an instruction without prior notice to or confirmation from the Borrower.
- (j) The Borrower acknowledges, accepts and agrees that any telephone instruction or instruction given by facsimile, electronic mail or other electronic means which the Bank may allow or through such other communication channels as the Bank may from time to time approve ("Remote Instructions"):

- (i) are not secure communication channels and may be given by unauthorised persons and/or for dishonest purposes; and
 - (ii) giving Remote Instructions increases the risks of error, misunderstanding and/or conflict arising, the Borrower is willing to accept such risks and agrees to be bound by the resulting transaction, as understood and carried out by the Bank in good faith.
 - (k) The Borrower acknowledges, agrees and/or undertakes that:
 - (i). the Bank shall have no liability or responsibility for errors or omission contained in any Remote Instruction, or any delay in receipt or execution or any non-receipt of a Remote Instruction, provided that the Bank has acted in good faith;
 - (ii). the Bank shall not be liable for any losses which the Borrower may suffer in connection with the Bank acting in accordance with the Remote Instruction including any oral instruction of a person who is not the Borrower, or any facsimile instruction upon which the signature may be forged or is otherwise unauthorised;
 - (iii). the Bank shall be entitled at any time, at its absolute discretion, to require confirmation of Remote Instructions before carrying them out, or refuse to carry out any Remote Instruction;
 - (iv). if the Bank gives a confirmation of any Remote Instruction, the Borrower must examine such confirmation and notify the Bank as soon as practicable but no later than within 1 business day of its receipt of any error or discrepancy or unauthorised transaction. Unless notified within such period or there is manifest error, fraud or negligence by the Bank or its personnel, such confirmation shall be deemed correct and conclusive evidence that the instruction is authorised;
 - (v). a note made by any Bank's personnel of any oral instruction shall be conclusive and binding evidence of such instruction, provided that the Bank shall not be obliged to cause any Bank's personnel to make any note of any instruction and the failure to make such note shall not affect the acceptance by the Bank of the oral instruction;
 - (vi). if any written confirmation of any Remote Instruction is given by the Borrower to the Bank, it must be clearly marked: "Confirmation only-do not duplicate". If any confirmation is not clearly marked in this way, the Bank will not be liable for any consequences, including for any losses if an instruction is executed more than once; and
 - (vii). the Borrower should ensure that any facsimile is sent to the correct facsimile number of the Bank as advised by the Bank from time to time and the Bank shall have no liability for any claim or loss in relation to any failure on the Borrower's part to do.
19. Personal Data
- (a) The Borrower agrees that the DBS Bank Group Data Policy Notice in force from time to time or other notices and communications to the Borrower concerning the Borrower's personal data issued by the Bank from time to time shall apply. The said Data Policy Notice forms part of these Terms and Conditions and the Borrower accepts and agrees to the terms set out in the said Data Policy Notice. A copy of the Data Policy Notice can be obtained by

calling the Customer Services Hotline, from the Bank's website or at any branch of the Bank.

- (b) Without prejudice to the aforesaid mentioned in Clause 18(a) above, the Borrower expressly authorises the Bank to contact all relevant parties including any credit reference agency for verification of information provided and/or to obtain any other information about the Borrower from time to time as it deems reasonably necessary, without further reference to or consent from the Borrower. The Borrower understands and agrees that the Bank will provide the Borrower's data to credit reference agencies and, in the event of default, to debt collection agencies.

20. Recording and Document Retention

- (a) To ensure service quality and reduce the risk of misunderstood instructions, the Borrower accepts that in providing its services, the Bank may (but is not obliged to) record any telephone or other oral communication by electronic means in relation to such services. All such recordings shall remain the Bank's property and shall be conclusive evidence of the instructions given and shall be binding on the Borrower. The Borrower hereby agrees to such recording.
- (b) The Bank may set retention periods for such recordings and any documents after which originals may be destroyed. Microfilm or other imaged copies may be taken and retained in place of the original documents and such imaged versions shall be regarded as of equivalent authenticity and effect as the originals.

21. Miscellaneous

- (a) No failure or delay by the Bank to exercise any rights or any indulgence granted by the Bank shall operate as waiver or in any way prejudice any of the rights of the Bank. Rights and remedies of the Bank herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- (b) Each of the provisions of these Terms and Conditions is severable and distinct from the others and the invalidity or unenforceability of any such provisions shall not affect the remaining provisions.
- (c) The Bank may assign or transfer all or any of its interests and rights under or in connection with these Terms and Conditions to any third party (including upon any merger or amalgamation of the Bank with any other entity) and the Borrower agrees to execute such documents and do such acts and things as the Bank may reasonably require to give full effect to such assignment or transfer. The Bank may also delegate all or part of its duties and obligations hereunder to selected third parties. Such abovementioned rights of assignment, transfer or delegation may be exercised without notice to or consent from the Borrower, but will be subject to all applicable legal and regulatory requirements.
- (d) The Borrower is not allowed to transfer any of his/her rights or remedies under these Terms and Conditions without written consent of the Bank.
- (e) The whole of the outstanding balance on the Cashline Account will become immediately due and payable in full to the Bank on the Borrower's bankruptcy or death. The Borrower or his estate will be responsible for settling any amount outstanding on the Cashline Account and other amounts owing under the Cashline and pending such repayment, the Bank will be entitled to continue to charge fees and charges according to these Terms and Conditions.
- (f) These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and the Borrower

irrevocably submits to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

22. Tax

The Borrower agrees to be bound by the terms relating to tax reporting, withholding and associated requirements specified in the Tax Requirements Notice from time to time issued by the Bank, which are incorporated by reference into and shall form part of these Terms and Conditions. A copy of the Tax Requirements Notice is available on request at any branch of the Bank or from the Bank's website (www.dbs.com/hk)."

23. Third Parties Rights

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).

24. Relationship with Directors/Employees etc.

- (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.
- (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 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.

25. Other Versions of these Terms and Conditions

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

Terms and Conditions for Cashline Instalment Plan

These Terms and Conditions for Cashline Instalment Plan ("Terms and Conditions") shall apply to Borrowers utilizing the Cashline Revolving Loan ("Cashline") who apply for and/or participate in the Cashline Instalment Plan (the "Plan") offered by DBS Bank (Hong Kong) Limited (the "Bank", which expression shall include its successors and assigns). Please read these Terms and Conditions carefully before applying for the Plan. These Terms and Conditions shall operate in addition to the terms and conditions applicable to Cashline. Unless otherwise defined herein, words and expressions defined in the terms and conditions applicable to Cashline shall have the same meaning when used in these Terms and Conditions. In respect of the Plan, should there be any conflict between these Terms and Conditions and the terms and conditions applicable to Cashline, the former shall prevail.

Application and Acceptance

1. The Borrower may apply for the Plan either in writing, online, by telephone or through any other means specified by the Bank from time to time. By applying for the Plan, the Borrower are deemed to have accepted and agreed to be bound by these Terms and Conditions.
2. Approval of the Plan is subject to the account status checking and available credit limit on the Borrower's Cashline and shall be at the absolute discretion of the Bank.
3. The Bank shall send a written confirmation ("Confirmation"), which sets out additional terms and conditions applicable to the Plan, to the Borrower upon approval of the Borrower's application for the Plan. These Terms and Conditions and the Confirmation together shall govern the provision by the Bank and the Borrower's use of the Plan.
4. Terms set out in the Confirmation, including but not limited to the Instalment Amount (as defined below), the interest rate and the Monthly Repayment Amount (as defined below) may not be altered during the term of the Plan.

Instalment Amount

5. The instalment amount for each application for the Plan must be in a multiple of HK\$1,000. The Bank reserves the right to set a minimum amount requirement in respect of each application of the Plan. The instalment amount must not exceed the available credit limit of the Cashline.
6. The approved instalment amount ("Instalment Amount") shall be set out in the Confirmation. The Borrower hereby authorise the Bank to credit the Instalment Amount to an account nominated by the Borrower.

Interest

7. Interest on the Plan shall be calculated and charged monthly based on the interest rate set out in the Confirmation for the full term of the Plan.

Repayment

8. The Plan shall be repaid by the Borrower to the Bank in instalments on a monthly basis until the Instalment Amount plus interest payable on the Plan ("Total Repayment Amount") is repaid to the Bank in full.
9. The number of instalments shall be set out in the Confirmation. The amount repayable in each instalment shall equal to the Total Repayment Amount divided by the number of instalments ("Monthly Repayment Amount"). The Monthly Repayment Amount shall be debited each month from the Cashline account, shown in the relevant statement issued for the Cashline account and become due and payable by the Borrower on the date of that statement ("Repayment Date"). The Borrower shall, on or before each Repayment Date, pay sufficient funds into the Cashline account to repay the Bank the Monthly

- Repayment Amount. The Bank may at its sole discretion apportion the Monthly Repayment Amount paid by the Borrower towards the repayment of principal, interest and fees (if any) as the Bank deems appropriate.
10. The first Monthly Repayment Amount will normally be debited from the Cashline account on the statement date immediately following the drawdown date of the Plan and become due and payable by the Borrower on that statement date.
 11. The available credit limit of the Borrower's Cashline account will be reduced by the Total Repayment Amount. The Borrower can apply for more than one Plan as long as the total Instalment Amount of the Plans does not exceed the available credit limit of the Borrower's Cashline.

Charges

12. For the Plan drawn down on or after 6 July 2020, the Bank shall charge the Borrower a loan set up fee (the "Loan Set Up Fee"). The Loan Set Up Fee shall be calculated by reference to the Instalment Amount at the rate specified by the Bank from time to time and shall be debited from the Cashline account on the statement date immediately following the drawdown date of the Plan, shown in the relevant statement issued for the Cashline account and become due and payable by the Borrower on the date of that statement.
13. Late repayment of any instalment and/or Loan Set Up Fee shall be subject to financial charge. Finance charge shall be charged if the Monthly Repayment Amount and/or Loan Set Up Fee is not received in full by the Repayment Date. Such finance charge shall accrue daily from the Repayment Date at the prevailing interest rate applicable to Cashline account.

Early Repayment

14. The Borrower may make a written request to the Bank for early repayment of the Total Repayment Amount at least seven days before the proposed date of repayment, subject to approval by the Bank.
15. Interest payable for the remaining term of the Plan shall still be payable despite early repayment.
16. Upon the Bank's approval of the Borrower's early repayment request, the outstanding Total Repayment Amount shall become immediately due and payable by the Borrower.

Termination

17. The Bank reserves the right to terminate the Plan at any time for any reason without notice. The Borrower hereby authorise the Bank to debit the outstanding Total Repayment Amount to the Cashline account upon termination of the Plan by the Bank and repay the Bank on demand the outstanding Total Repayment Amount together with any applicable fees or charges.
18. Upon termination or cancellation of the Cashline for whatever reason, the outstanding Total Repayment Amount together with any applicable fees or charges will become immediately due and payable by the Borrower.

Amendments

19. The Bank reserves the right to amend these Terms and Conditions from time to time, subject to the requirement stipulated in the Code of Banking Practice where applicable.

Language

20. Should there be any inconsistency between the English and Chinese versions of these Terms and Conditions, the English version shall prevail. In the event of dispute, the decision of the Bank shall be final and conclusive.