

Personal Instalment Loan Terms and Conditions

1. Acceptance of these Terms and Conditions
By requesting the Personal Instalment Loan, Express Loan or Debt Consolidation Loan (the "Loan"), I shall be deemed to have read, understood and accepted these Terms and Conditions.
2. Approval of the Loan and Conditions
Approval of the Loan and the terms applicable to the Loan (including amount, tenor of and interest rate applicable to the Loan) shall be at the sole discretion of DBS Bank (Hong Kong) Limited (the "Bank", which shall include its successors and assigns) and is conditional upon fulfillment of the following conditions to the Bank's satisfaction:
 - a. provide all documentary proof required by the Bank which the Bank may independently verify;
 - b. a satisfactory review of my credit profile available at the credit reference agency;
 - c. in respect of a Debt Consolidation Loan application, (i) reduce the credit limit in respect of any credit card and/or loan account or (ii) cancel any credit card and/or loan account I maintain with another financial institution as required by the Bank.
3. Cancellation of Application
I may not cancel an application for the Loan once processing has commenced unless permitted by the Bank. If the Bank at its discretion permits cancellation of my Loan application, I shall pay the Bank all reasonable costs and expenses in connection with the cancellation.
4. Undertakings in respect of Debt Consolidation Loan
If the Loan is a Debt Consolidation Loan, I undertake to the Bank that:
 - a. I shall not:
 - i. increase the credit limit in respect of a credit card and/or loan account which I have agreed to reduce;
 - ii. re-apply for a credit card and/or re-open a loan account which I have agreed to cancel;
 - iii. increase the credit limit of any existing credit card and/or loan account within 12 months from the drawdown of the Loan; or
 - iv. apply for any new unsecured facility with another financial institution within 12 months from the drawdown of the Loan.
 - b. If the Loan amount granted by the Bank is smaller than the total outstanding debt(s) owned by me to other financial institutions listed in the Loan application form, I shall be solely responsible for any shortfall and make my own arrangement(s) to repay the same to the said financial institutions.
5. Immediate Repayment
I agree to pay to the Bank on demand all principal, interest and other charges of and relating to the Loan. The Bank shall have the right to review, modify, reduce and/or cancel the Loan and demand immediate repayment of all outstanding principal of the Loan and interest thereon without prior notice.

6. Handling Fee

For Personal Instalment Loan and Express Loan drawn down before 24 February 2020 and Debt Consolidation Loan drawn down before 14 April 2020, I agree to pay the Bank a handling fee (the "Handling Fee"). The Handling Fee shall be calculated by reference to the loan period and chargeable for each year at a rate specified by the Bank from time to time per annum on the principal amount of the loan. The Handling Fee is embedded in the Monthly Repayment Amount and to be repaid throughout the loan period.

7. Loan Set Up Fee

For Personal Instalment Loan and Express Loan drawn down on or after 24 February 2020 and Debt Consolidation Loan drawn down on or after 14 April 2020, I agree to pay the Bank a loan set up fee (the "Loan Set Up Fee"). The Loan Set Up Fee shall be calculated by reference to the principal amount of the loan at the rate specified by the Bank from time to time and shall be deducted from the loan principal amount upon draw down of the Loan and is non-refundable.

8. Monthly Repayment

On or before each Monthly Repayment Date, I agree to pay the Monthly Repayment Amount. The Bank may at its discretion:

- a. apportion the monthly repayments between principal, interest and Handling Fee (if applicable) as the Bank shall determine; and/or
- b. debit my account with such Monthly Repayment Amount on each Monthly Repayment Date (which expressions as used herein shall have the same meanings as respectively referred to in the Bank's notification letter to me in relation to the Loan). If the Monthly Repayment Date for a particular month falls on a Saturday, a Sunday or a public holiday, my account will be debited on the preceding clearing day. If the Monthly Repayment Date falls on any of 29th, 30th or 31st of each month and a particular month does not have such date, my account will be debited on the last clearing day of that month. I may not alter the Monthly Repayment Date unless permitted by the Bank. If the Bank at its discretion permits alteration of the Monthly Repayment Date, I shall pay the Bank all reasonable costs and expenses in connection with the alteration.

9. Late Repayment Surcharge

For each month I fail to pay any Monthly Repayment Amount in full when due, the Bank will charge a late repayment surcharge of HK\$1,000.

10. Early Repayment

Early full repayment of the Loan is permissible upon 7 calendar days' prior written notice to the Bank provided that I shall on the date of such repayment pay the outstanding loan principal (including any arrears), outstanding Handling Fee (if applicable), interest up to the next repayment date and an early settlement administrative fee (the "Early Repayment Amount"). The early settlement administrative fee shall be calculated by reference to the number of years in the remaining Loan period (any part of a year shall be rounded up to a year) and chargeable for each year at a rate of 2% per annum on the principal amount of the Loan. The outstanding loan principal and interest shall be calculated by the Bank in such manner as the Bank may at its sole discretion determine. Upon my request, the Bank may issue a certificate in relation to the Loan confirming the outstanding principal of the Loan, interest payable thereon, any charges due and the early settlement administrative fee. In the absence of manifest error, such certificate of the Bank shall be binding and conclusive on me. If I pay a lump sum amount

("Lump Sum") to the Bank which is not enough to pay the Early Repayment Amount, I agree that the Bank may hold the Lump Sum as a prepayment and deduct the Monthly Repayment Amount from the Lump Sum on each Monthly Repayment Date until the Lump Sum is fully deducted. The Bank shall then debit my account with such Monthly Repayment Amount or part of it (as appropriate) on each Monthly Repayment Date thereafter until the Loan is fully repaid. I may not withdraw the Lump Sum or any remaining portion unless permitted by the Bank upon my written notice to the Bank. In case the Bank exercises its discretion to return any amount to me, I shall pay the Bank all reasonable costs and expenses in connection with the refund.

11. Set-off

In addition to any general lien or similar right to which the Bank may be entitled at law, the Bank may, at any time without prior notice, combine or consolidate any or all of my accounts (whether singly or jointly with others) with my liabilities to the Bank and set off or transfer any sum or sums standing to the credit of any of my accounts in or towards satisfaction of my liabilities to the Bank, whether such liabilities be primary, collateral, several, joint or in other currencies. Further, in so far as my liabilities to the Bank are contingent or future, the liability of the Bank to me to make payment of any sum standing to the credit of any of my accounts shall to the extent necessary to cover such liabilities be suspended until the happening of the contingency or future event.

12. Bank Charges

I shall pay the Bank a charge as set out in the Bank Charges Schedule in force from time to time, for each repayment returned for lack of available funds. I authorise the Bank to debit my Loan account any such amounts so payable.

13. Amendment

The Bank reserves the right at its discretion to review, amend, delete, modify or substitute the Bank Charges Schedule, these Terms and Conditions and/or any other fees and charges from time to time. For changes which shall result in an increase in the fees or charges payable by me and/or affect my liabilities and obligations, the Bank shall give at least 60 calendar days' notice to me unless such changes are not within the Bank's control. In other cases, reasonable notice shall be given. Such notice may be given by such means as the Bank at its discretion sees fit. If I allow the Loan to be outstanding after the effective date of any changes, I am deemed to have agreed to such changes.

14. Collection Costs

The Bank may take such steps and actions as it reasonably thinks fit to enforce repayment of the Loan and interest thereon and these Terms and Conditions including without limitation, employing lawyers and third party debt collection agents to collect any sums I owe the Bank. I shall indemnify the Bank on demand for all reasonably incurred costs and expenses incurred by the Bank in respect of any such enforcement steps and actions provided that the total amount of such costs of debt collection agents to be recoverable shall in normal circumstances not exceed 30% of the amount of the debt. I also agree and authorise the Bank to disclose relevant information to such persons for these purposes.

15. Contact Arrangements

Any notice or communication to me may be given by the Bank in writing or orally. If in writing, it may be delivered to me by ordinary pre-paid post, personal delivery, courier, registered mail, facsimile, short message service ("SMS"), electronic mail, electronic platforms or other electronic means to my last known address, number or electronic mail details or to such other

address, number or electronic mail details as I 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:

- a. 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);
- b. 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);
- c. if sent by personal delivery, at the time left at the relevant address;
- d. 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);
- e. if sent by facsimile, at the time shown on the transmission report as being successfully sent;
- f. 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);
- g. if delivered via electronic platforms or other electronic means, 24 hours after the Bank sends it (notwithstanding that it was not successfully delivered); and
- h. if delivered by posting a notice on the Bank's website, at the time of posting.

If any communication sent to me 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 I have updated the relevant contact details. If any of my personal details (including my address, employment, permanent residence or telephone number) has been changed, I will promptly inform the Bank in writing. I shall also notify the Bank promptly in writing of any difficulty in repaying any indebtedness or in meeting any payment to the Bank arising from the Loan.

16. Instructions

- a. I 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 me whether given by me or by any other person purporting to be me. Any transaction effected pursuant to or as a result of an instruction shall be binding on me whether or not made by me or with my 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 me.
- 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 me and without giving any reasons for so doing, and to require an indemnity from me 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 me.
- 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, I 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 me to meet the cut-off time or if the instructions are not received within a reasonable time before the deadline.
- i. I agree 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 me.
- j. I acknowledge, accept and agree 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, I am 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. I acknowledge, agree and/or undertake 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 I may suffer in connection with the Bank acting in accordance with the Remote Instruction including any oral instruction of a person who is not me, or any facsimile instruction upon which my 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, I 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 me 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. I 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 my part to do.

17. No Waiver

No failure, act, omission or delay by the Bank to exercise or enforce any right shall operate as a waiver of such right, nor will any single, partial or defective exercise of any right prevent any other or further exercise of it or the exercise of any other right.

18. Miscellaneous

These Terms and Conditions:

- a. are personal to me and my rights or obligations may not be assigned by me, but the Bank may assign or otherwise dispose of all or any of its rights and obligations hereunder;
- b. shall be binding upon my executors, administrators and personal representatives; and
- c. shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and shall not operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of the Hong Kong Special Administrative Region, and if they contain any provision which is invalid for any reason, shall be ineffective only to the extent of such invalidity, which shall not affect the validity of the remaining Terms and Conditions.

19. Tax

I agree 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 the Bank's branches or from the website (www.dbs.com/hk).

20. Third Parties Rights

A person who is not a party to these Terms and Conditions may not enforce any of their terms under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong).

21. Relationship with the Directors/Employees etc. of the Bank

- a. As a licensed bank, the Bank is subject to certain limitations on advances to persons related to the directors, employees, controllers or minority shareholder controllers of the Bank, its subsidiaries or Affiliates (“Connected Persons”). Unless otherwise declared or disclosed to the Bank, I hereby confirm to the Bank that I am not a Connected Person. I undertake to immediately advise the Bank in writing upon becoming a Connected Person at any time while the Loan or other indebtedness to the Bank is outstanding.
- b. For the purpose of this clause 21, 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.

22. Other Versions of these Terms and Conditions

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