

華僑永亨信用財務有限公司（「本公司」）貸款之一般條款及細則之修訂通知及有關接收非紙本通知之安排

甲) 華僑永亨信用財務有限公司（「本公司」）貸款之一般條款及細則之修訂

由二零二二年十一月廿八日起，本公司貸款之一般條款及細則將作出以下修訂：

一) 下列之條款將作以下修訂（修訂之內容已劃上底線以示識別，刪除之內容則另以刪除線標示）：

條款	現行	修改後
第 3 條 (b)	<p>本公司之「最優惠貸款利率」指本公司不時全權及絕對酌情決定公佈或應用的利率，或載述在貸款通知書作為其港元或其他貨幣的最優惠貸款利率或貸款最優惠利率；及「香港銀行同業拆息」指就任何特定貨幣而言，本公司不時行使合理酌情權而釐定的適用的利率（港元參考香港銀行公會公佈的相關利率並進位至小數點後兩位，或其他本公司行使合理酌情權釐定的利率）作為關於該特定貨幣的利率（包括但不限於若人民幣為相關貨幣，關於適用於人民幣的香港銀行同業拆息）；及「倫敦銀行同業拆息」指就任何特定貨幣而言，本公司不時全權及絕對酌情決定釐定適用的倫敦銀行同業拆息作為關於該特定貨幣的利率。在不局限前文所載的概括性的原則下，本公司有權選擇在什麼日子及什麼時間去釐定適用的香港銀行同業拆息或倫敦銀行同業拆息，而其決定及酌情決定權均為最終定論，並對借款人具約束力。倘適用的香港銀行同業拆息或倫敦銀行同業拆息低於零，則該利率將被視為零。</p> <p>本公司的「資金成本」指，就任何貨幣而言，本公司不時及不可推翻地絕對酌情釐定的利率，以作為該貨幣的資金成本，其決定及酌情權對借款人而言屬不可推翻及具約束力。</p>	<p>本公司之「最優惠貸款利率」指本公司不時全權及絕對酌情決定公佈或應用的利率，或載述在貸款通知書作為其港元或其他貨幣的最優惠貸款利率或貸款最優惠利率；及「香港銀行同業拆息」指就任何特定貨幣而言，本公司不時行使合理酌情權而釐定的適用的利率（港元參考香港銀行公會公佈的相關利率並進位至小數點後兩位，或其他本公司行使合理酌情權釐定的利率）作為關於該特定貨幣的利率（包括但不限於若人民幣為相關貨幣，關於適用於人民幣的香港銀行同業拆息）；及「倫敦銀行同業拆息」指就任何特定貨幣而言，<u>本公司不時全權及絕對酌情決定釐定適用的倫敦銀行同業拆息作為關於該特定貨幣的利率</u>。在不局限前文所載的概括性的原則下，本公司有權選擇在什麼日子及什麼時間去釐定適用的香港銀行同業拆息<u>或倫敦銀行同業拆息</u>，而其決定及酌情決定權均為最終定論，並對借款人具約束力。倘適用的香港銀行同業拆息<u>或倫敦銀行同業拆息</u>低於零，則該利率將被視為零。</p> <p>本公司的「資金成本」指，就任何貨幣而言，本公司不時及不可推翻地絕對酌情釐定的利率，以作為該貨幣的資金成本，其決定及酌情權對借款人而言屬不可推翻及具約束力。</p>
第 30 條 (n)	<p>借款人或任何抵押提供者，或其各自任何董事、高級人員或僱員，概非下述者或由屬於下述身分人士擁有或控制者：</p> <p>(i) 美國政府、聯合國、歐洲聯盟、英國、香港或任何其他司法管轄區，或前者任何一方的各自的政府機構及代理機構（包括但不限於美國財政部海外資產控制辦公室、美國國務院、聯合國安全理事會、歐洲聯盟、英國財政部及香港金融管理局）施行、制訂或強制執行的任何經濟制裁法律、法規、禁運或限制性措施的對象；或</p> <p>(ii) 位於為上文(i)所述制裁、禁運或限制對象的國家或地區或其政府為該等制裁、禁運或限制對象的國家或地區、在該等國家或地區的法律下註冊成立，或由該等國家或地區或政府擁有或（直接或間接）控制，或代表該等國家或地區或政府行事、在該等國家或地區的法律下組建或居於該等國家或地區。</p> <p>借款人不得亦不得許可或授權任何其他人士違反適用經濟制裁法律、法規、禁運或限制性措施，直接或間接使用或借出貸款通知書或貸款通知書預期進行的其他交易下提取的款項的全部或任何部分，或以該等款項付款、供款或以其他方式提供有關款項。</p>	<p><u>已適當及無條件地取得任何政府或其他部門的必要許可，以准許借款人擁有其資產及繼續經營其於貸款通知書發出日期前經營的業務，而有關許可均屬有效，借款人、(如借款人為法人)借款人的最終控股公司，以及借款人控股公司的各間附屬公司亦全面遵循有關經營其業務的所有法例、規例、規則及法令(包括(但不限於)所有適用的防貪污、環境及社會法例及管治規定)。</u></p>
第 30 條 (o)	<p>有關陳述、保證及承諾均視作由借款人參照貸款或其任何部分仍屬有效期間存在的事實而作出。只要借款人仍為本公司的借款人，此第 30 條的各項陳述、保證及承諾仍屬真實、準確及具約束力，但</p>	<p>所有陳述、保證及承諾均視為由借款人參照貸款或其任何部分仍未償付期間存在的事實而作出。只要借款人仍為本公司的借款人，此第 30 條及以下 30A 條的各項陳述、保證及承諾將保持真實、準確</p>

	如本公司與借款人之間的關係終止，絕不會損害本公司在終止之前已產生的權利。	及具約束力，惟本公司與借款人之間的關係終止不應損害本公司在該終止前已享有的權利。
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二) 將於第 30 與 31 條之間加入以下之第 30A 條：

“30A. 制裁

(1) 在此第 30A 條中：

「聯屬公司」(Affiliate)就任何人士而言指該人士的附屬公司或控股公司，又或該控股公司的任何其他附屬公司。

「反貪腐法」(Anti-Corruption Laws)指英國的《2010 年反賄賂法》、美國《1977 年海外反腐敗法》，以及由香港、新加坡、美國或任何其他司法管轄區頒布、實施或強制執行的任何類似法例、規則或規例。

「反洗黑錢法」(Anti-Money Laundering Laws)指香港、新加坡及借款人和借款人公司集團任何成員進行或經營業務的各個司法管轄區之適用財務記錄保存及匯報規定，以及洗黑錢法規或條例、當中的規則及規例，以及由任何政府機關或由任何法院或政府機關進行之訴訟而頒布、實施或強制執行的任何相關或類似的規則、規例或指引。

「受控制」(controlled)指一個人(直接或間接，不論以股本、投票權、合約或其他方式)有權委任及/或罷免另一人的大部分管治成員，或以其他方式控制或有權控制該其他人士的事務及政策，該其他人士則被視為受首位提述的人士「控制」。

「政府機關」(Government Agency)指任何政府或政府機關，或公共、法定、半政府或司法實體、機構或當局(包括(但不限於)根據任何法律或規例設立的任何證券交易所或自我規管組織)。

「控股公司」(Holding Company)就公司或法人而言，指其作為附屬公司所屬的任何其他公司或法人，包括最終控股公司。

「持有大多數股權」(majority owned)指以實益或法律上持有該人士超過 50% 的已發行股本(或等價物)或投票權(不包括已發行股本(或等價物)中無權參與超過特定數額的利潤或股本分派的任何部分)。

「受限制人士」(Restricted Person)指在任何時候：

- (i) 制裁當局設立的任何相關指定人士制裁名單所載的任何人士；或
- (ii) 在受制裁國家經營、組織、居住、成立、註冊或合法居住的任何人士；或
- (iii) 由上述第(i)或(ii)項所述人士控制或持有大多數股權的任何人士。

「受制裁國家」(Sanctioned Country)在任何時候指作為受到任何全面、全國或全地域制裁的對象或目標之國家或領土，包括(但不限於)北韓、伊朗、敘利亞、古巴及烏克蘭的克里米亞地區。

「制裁」(Sanctions)指由以下各方不時頒布、實行、實施或強制執行的任何貿易、經濟或金融制裁、禁運或限制性措施，或相關法例或規例：

- (i) 美國政府，包括由美國財政部外國資產控制辦公室或美國國務院管理的組織；
 - (ii) 聯合國安全理事會；
 - (iii) 歐盟及任何歐盟成員國；
 - (iv) 英國；
 - (v) 新加坡金融管理局；
 - (vi) 香港金融管理局；或
 - (vii) 任何其他相關政府機關(為免生疑問，包括對(a)借款人及/或本公司具司法管轄權的政府機關(不論基於其註冊成立的司法管轄權，或其貿易、業務或其他經營活動所在的司法管轄區)或(b)貸款通知書擬定的交易)。
- (上述各方皆為「制裁當局」(Sanctions Authority))。

(2) 借款人特此進一步就以下條款向本公司作出保證、陳述及承諾：

- (a) 借款人、任何抵押提供者或借款人任何聯屬公司並非受限制人士。
- (b) 任何貸款款項不會直接或間接用於違反任何制裁的任何用途，或用於資助、促成或提供資金予涉及任何受限制人士或任何受制裁國家的任何活動、業務或交易。
- (c) 任何貸款款項不會用於資助購買或轉讓任何軍用物資或裝備。
- (d) 借款人已實施及維持相應的政策及程序，以確保遵從此第 30A(2)條內所載的陳述、保證及承諾。
- (e) 借款人及其聯屬公司及各抵押提供者(如有)並無違反及會繼續遵守與制裁相關的法例及規例。
- (f) 借款人不會以下述資金或資產直接或間接償還任何貸款：
 - (i) 構成任何受限制人士的財產，或由受限制人士實益持有的財產；或
 - (ii) 從違反適用於貸款通知書任何一方的制裁之任何交易中獲得的直接款項。
- (g) 借款人會及時向本公司交付並允許本公司取得任何政府、司法或監管機構就制裁對其或其聯屬公司提出而借款人可取得的任何申索、法律行動、訴訟、法律訴訟或調查詳情。
- (h) 借款人不得(並須確保其聯屬公司不會)違反任何制裁，亦不會直接或間接進行或從事任何可能使其違反任何制裁的交易、行為、貿易、業務或其他活動。

- (i) 借款人不得（並須確保其聯屬公司不會）直接或間接使用、允許或授權任何其他人士直接或間接使用任何運用貸款或貸款之產品及服務所得的全部或部分款項；
- (ii)（直接或間接）為違反任何制裁（或與任何受制裁國家有關）或違反任何反腐敗法、反洗黑錢法或恐怖主義融資法的任何交易、行為、貿易、業務或其他活動提供融資或資金；
- (iii)（直接或間接）為任何受制裁國家或受限制人士提供融資、捐款或資金；或
- (iv) 導致借款人或本公司違反任何制裁（若及在適用於其中任何一方的範圍內）或成為任何制裁對象的任何其他使用方式。
- (j) 借款人必須（並須確保其聯屬公司會）按照反貪腐法及反洗黑錢法經營業務，並維持旨在促成及遵守適用反貪腐法及反洗黑錢法的政策及程序。”

閣下現可瀏覽 <https://www.ocbcwhcr.com/o/tc/about-us/customer-notice/index.html> 以查閱、下載並儲存本文件之電子版本。

若 閣下拒絕接受上述修訂，請於上述修訂生效日前以書面通知本公司取消閣下之按揭貸款戶口，並即時清還貸款賬戶內的所有欠款。否則，閣下將被視作同意上述之條款及細則之修訂。

乙) 接收非紙本通知之安排

自二零二二年十月起，本公司或會以非紙本形式向 閣下提供各項通知。如 閣下希望以紙本形式接收本公司的各項通知，閣下可於本通知發出日起計三十天內向本公司提出，否則，閣下將被視作同意以非紙本形式接收本公司之各項通知。如有需要，閣下亦可另行向本公司職員索取有關通知之紙本文件，以作日後參考之用。

如有任何查詢，歡迎致電樓宇按揭中心熱線 2201 7855。

華僑永亨信用財務有限公司

二零二二年十月

如本通知的中、英文版本存有任何歧異，一概以英文版本為準。

Notice of Amendment to the OCBC Wing Hang Credit Limited (“the Company”) General Terms and Conditions of Loan Facilities and the Arrangement of Receiving Non-Paper Format Notices

A) Notice of Amendment to the OCBC Wing Hang Credit Limited (“the Company”) General Terms and Conditions of Loan Facilities

With effect from 28 November 2022, the Company’s General Terms and Conditions of Loan Facilities shall be amended as follows:

1. The following terms and conditions shall be amended as follows (contents with amendment are underlined while deleted contents are struck through for indication):

Clause	Existing	New
3(b)	<p>The Company’s “Prime Lending Rate” means the interest rate which the Company at its sole and absolute discretion announces or applies from time to time as its Prime Lending Rate or prime rate for lending Hong Kong dollars or such other currency as stated in the facility letter; and “HIBOR” means in respect of any particular currency, the rate which the Company at its reasonable discretion determines from time to time to be the applicable Hong Kong Interbank Offered Rate (with reference to the relevant rate published by The Hong Kong Association of Banks rounding up to the nearest 2 decimal places or such other rates as the Company at its reasonable discretion determines) regarding that particular currency (including without limitation, the applicable Hong Kong Interbank Offered Rate regarding Renminbi where it is the relevant currency); and “LIBOR” means in respect of any particular currency, the rate which the Company at its sole and absolute discretion determines from time to time to be the applicable London Interbank Offered Rate regarding that particular currency. Without limitation to the generality of the foregoing, the Company shall be entitled to select on which date and at what time it fixes the applicable HIBOR or LIBOR, and its determination and discretion shall be conclusive and binding on the Borrower. If any of the applicable HIBOR or LIBOR is below zero, the same will be deemed to be zero.</p> <p>The Company’s “Cost of Funds” means, in respect of any currency, the interest rate as conclusively determined by the Company from time to time at its sole and absolute discretion as its cost of funds for that currency, and its determination and discretion shall be conclusive and binding on the Borrower.</p>	<p>The Company’s “Prime Lending Rate” means the interest rate which the Company at its sole and absolute discretion announces or applies from time to time as its Prime Lending Rate or prime rate for lending Hong Kong dollars or such other currency as stated in the facility letter; and “HIBOR” means in respect of any particular currency, the rate which the Company at its reasonable discretion determines from time to time to be the applicable Hong Kong Interbank Offered Rate (with reference to the relevant rate published by The Hong Kong Association of Banks rounding up to the nearest 2 decimal places or such other rates as the Company at its reasonable discretion determines) regarding that particular currency (including without limitation, the applicable Hong Kong Interbank Offered Rate regarding Renminbi where it is the relevant currency); <u>and “LIBOR” means in respect of any particular currency, the rate which the Company at its sole and absolute discretion determines from time to time to be the applicable London Interbank Offered Rate regarding that particular currency.</u> Without limitation to the generality of the foregoing, the Company shall be entitled to select on which date and at what time it fixes the applicable HIBOR <u>or LIBOR</u>, and its determination and discretion shall be conclusive and binding on the Borrower. If any of the applicable HIBOR <u>or LIBOR</u> is below zero, the same will be deemed to be zero.</p> <p>The Company’s “Cost of Funds” means, in respect of any currency, the interest rate as conclusively determined by the Company from time to time at its sole and absolute discretion as its cost of funds for that currency, and its determination and discretion shall be conclusive and binding on the Borrower.</p>
15(a)	<p>the disclosure to, use by or retention by any credit reference agency or similar service provider any information with respect to the Borrower which is provided by the Borrower at the request of the Company or collected by the Company in the course of dealings between the Borrower and the Company, for the purpose of verifying such information by the Company or enabling the Company to provide such information to other institutions</p> <p>(i) in order that the Company may carry out credit and other status checks in the course of considering any grant, review or renewal of credit to the Borrower or to another person for whom the Borrower proposes to act or acts as guarantor;</p> <p>(ii) to assist the Company to collect debts; and/or</p> <p>(iii) to conduct reasonable monitoring of any indebtedness of the Borrower.</p>	<p>the disclosure to, use by or retention by any credit reference <u>agency(ies)</u> or similar service provider(s) any information with respect to the Borrower which is provided by the Borrower at the request of the Company or collected by the Company in the course of dealings between the Borrower and the Company, for the purpose of verifying such information by the Company or enabling the Company to provide such information to other institutions</p> <p>(i) in order that the Company may carry out credit and other status checks in the course of considering any grant, review or renewal of credit to the Borrower or to another person for whom the Borrower proposes to act or acts as guarantor;</p> <p>(ii) to assist the Company to collect debts; and/or</p> <p>(iii) to conduct reasonable monitoring of any indebtedness of the Borrower.</p>
16(a)	<p>In addition to the operational and business requirements of the Company and any of its branch, subsidiary, holding company, associated company or affiliate, or such other entities which are connected to the Company directly or indirectly by way of shareholding, management or otherwise, the Borrower agrees (or procures the agreement of its relevant staffers) that the personal data of the Borrower (or its relevant staffers) may also be collected and used for designing and marketing of related products and services, conducting credit assessments, matching procedures or data processing, providing any service on behalf of the Company to the Borrower by any service provider, enforcing any rights under the loans by lawyers and debt collectors and processing customer information by computer firms and others, and that the same will be disclosed as required by laws or regulations. Such data may be provided to, whether in/outside Hong Kong, the staff of the Company or any of its branch, subsidiary, holding company, associated company or affiliate, or</p>	<p>In addition to the operational and business requirements of the Company and any of its branch, subsidiary, holding company, associated company or affiliate, or such other entities which are connected to the Company directly or indirectly by way of shareholding, management or otherwise, the Borrower agrees (or procures the agreement of its relevant staffers) that the personal data of the Borrower (or its relevant staffers) may also be collected and used for designing and marketing of related products and services, conducting credit assessments, matching procedures or data processing, providing any service on behalf of the Company to the Borrower by any service provider, enforcing any rights under the loans by lawyers and debt collectors and processing customer information by computer firms and others, and that the same will be disclosed as required by laws or regulations. Such data may be provided to, whether in/outside Hong Kong, the staff of the Company or any of its branch, subsidiary, holding company, associated company or affiliate, or</p>

	such other entities which are connected to the Company directly or indirectly by way of shareholding, management or otherwise and service providers and other parties in connection with its financial services and other financial institutions and banks and credit reference agency and other outside party for the purposes aforementioned. Further, the Borrower acknowledges to have received a "Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance" and agrees to terms and conditions thereof.	such other entities which are connected to the Company directly or indirectly by way of shareholding, management or otherwise and service providers and other parties in connection with its financial services and other financial institutions and banks and credit reference <u>agency(ies)</u> and other outside party for the purposes aforementioned. Further, the Borrower acknowledges to have received a "Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance" and agrees to terms and conditions thereof.
30(n)	<p>Neither the Borrower, nor any of the security providers, nor any of their respective directors, officers or employees, is a person that is, or is owned or controlled by person(s) that is/are:</p> <p>(i) the subject of any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by the US government, the United Nations, the European Union, the United Kingdom, Hong Kong or any other jurisdictions, or the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, and the Hong Kong Monetary Authority; or</p> <p>(ii) located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, organised under the laws of or resident in a country or territory that is, or whose government is, the subject of sanctions, embargoes or restrictions referred to in (i) above.</p> <p>The Borrower shall not, and shall not permit or authorise any other person to, directly or indirectly, use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds drawn under the facility letter or other transaction contemplated by the facility letter in violation of the applicable economic sanctions laws, regulations, embargoes or restrictive measures.</p>	<p><u>All authorisations of any governmental or other authority which are required to authorise the Borrower to own its assets, carry on its business as it is being conducted as of the date of the facility letter have been duly and unconditionally obtained and are in full force and effect and the Borrower, (where the Borrower is a corporation) the Borrower's ultimate holding company and each subsidiary of the Borrower's holding company are in compliance in all respects with all laws, regulations rules and orders relating to the carrying on of its business (including but not limited to all applicable anti-corruption, environmental and social laws and governance requirements).</u></p>
30(o)	<p>The representations, warranties and undertakings are deemed to be made by the Borrower by reference to the facts then existing during the period where the Facilities or any part thereof remains outstanding. All representations, warranties and undertakings in this Clause 29 will remain true, accurate and binding so long as the Borrower remains a borrower of the Company, but the termination of the relationship between the Company and the Borrower shall not prejudice the Company's rights which have accrued prior to termination.</p>	<p><u>All the representations, warranties and undertakings are deemed to be made by the Borrower by reference to the facts then existing during the period where the Facilities or any part thereof remains outstanding. All representations, warranties and undertakings in this Clause 30 and in Clause 30A below will remain true, accurate and binding so long as the Borrower remains a borrower of the Company, but the termination of the relationship between the Company and the Borrower shall not prejudice the Company's rights which have accrued prior to termination.</u></p>

2. A new Clause 30A is inserted between Clauses 30 and 31 as follows:

"30A. Sanctions

(1) In this Clause 30A :

"Affiliate" means, in relation to any person, a subsidiary of that person or a Holding Company of that person or any other subsidiary of that Holding Company.

"Anti-Corruption Laws" means the Bribery Act 2010 of the United Kingdom, the United States Foreign Corrupt Practices Act of 1977 and any similar laws, rules or regulations issued, administered or enforced by Hong Kong, Singapore, the United States of America, or any other jurisdiction.

"Anti-Money Laundering Laws" means the applicable financial record keeping and reporting requirements and the money laundering statutes or ordinances in Hong Kong, Singapore and each jurisdiction in which the Borrower and any member of the Borrower's group of companies conducts business or operations, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Government Agency or proceeding by or before any court or Government Agency.

"controlled" means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be "controlled" by the first person.

"Government Agency" means any government or governmental agency, public, statutory, semi-governmental or judicial entity, body or authority (including, but without limitation, any stock exchange or self-regulatory organisation established under any law or regulation).

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a subsidiary, and include an ultimate holding company.

"majority owned" means the holding beneficially or legally of more than 50 per cent. of the issued share capital (or equivalent) or voting rights of such person (excluding any part of that issued share capital (or equivalent) that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

"Restricted Person" means, at any time:

(i) any person listed in any Sanctions related list of designated persons maintained by a Sanctions Authority; or

(ii) any person operating, organised, resident, incorporated, registered or legally domiciled in a Sanctioned Country; or

(iii) any person controlled or majority owned by a person described in (i) or (ii) above.

"Sanctioned Country" means, at any time, a country or territory which is the subject or target of any comprehensive or country-wide or territory-wide Sanctions, including but not limited to North Korea, Iran, Syria, Cuba and Crimea region of the Ukraine.

“Sanctions” means any trade, economic or financial sanctions, embargoes or restrictive measures or related laws or regulations enacted, imposed, administered or enforced from time to time by:

- (i) the United States government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State;
 - (ii) the United Nations Security Council;
 - (iii) the European Union and any European Union member state;
 - (iv) the United Kingdom;
 - (v) the Monetary Authority of Singapore;
 - (vi) the Hong Kong Monetary Authority ; or
 - (vii) any other relevant government authority (including, for the avoidance of doubt, such government authority having jurisdiction over (a) the Borrower and/or the Company (whether based on its jurisdiction of incorporation or the place of its trade, business or other operational activities) or (b) transaction(s) contemplated by the facility letter),
- (each, a “Sanctions Authority”).

(2) The Borrower hereby further warrants, represents and undertakes to the Company the following terms:

- (a) Neither the Borrower, nor any of the security providers, nor any of the Borrower’s Affiliates is a Restricted Person.
- (b) None of the proceeds of any loan shall be directly or indirectly used for any purpose that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country.
- (c) No proceeds of any loan shall be used to finance the purchase or transfer of any military goods or equipment.
- (d) The Borrower has implemented and maintains policies and procedures that will ensure compliance with the representations, warranties and undertakings set out in this Clause 30A(2).
- (e) The Borrower and its Affiliates and each of the security providers (if any) are not in breach of, and will continue to comply with, laws and regulations relating to Sanctions.
- (f) The Borrower shall not, whether directly or indirectly, repay any loan with funds or assets that:
 - (i) constitute property of, or will be beneficially owned by, any Restricted Person; or
 - (ii) are the direct proceeds derived from any transactions that violate Sanctions applicable to any party hereto.
- (g) The Borrower will promptly deliver to the Company and permit the Company to obtain the details of any claims, action, suit, proceedings or investigation against it or its Affiliates by any governmental, judicial or regulatory authority with respect to Sanctions to the extent that such details are available to it.
- (h) The Borrower shall not (and shall ensure that each of its Affiliates will not) violate any Sanctions and will not conduct or engage in, directly or indirectly, any transaction, conduct, trade, business or other activity that could result in its violation of any Sanctions.
- (i) The Borrower shall not (and shall ensure that none of its Affiliates will) directly or indirectly use, or permit or authorise any other person to directly or indirectly use, all or any part of the proceeds of any utilisation of the Facilities or the products and services of the Facilities:
 - (i) for the purpose of (directly or indirectly) financing, or making funds available for or to, any transaction, conduct, trade, business or other activity which violates any Sanctions (or which is related to any Sanctioned Country) or which would breach any Anti-Corruption Laws, Anti-Money Laundering Laws or terrorism financing laws;
 - (ii) for the purpose of (directly or indirectly) financing, or contributing or making funds available for or to any Sanctioned Country or Restricted Person; or
 - (iii) in any other manner which could result in the Borrower or the Company being in breach of any Sanctions (if and to the extent applicable to either of them) or becoming subject of any Sanctions.
- (j) The Borrower shall (and it shall ensure that each of its Affiliates will) conduct its businesses in compliance with Anti-Corruption Laws and Anti-Money Laundering Laws and maintain policies and procedures designed to promote and achieve compliance with the applicable Anti-Corruption Laws and Anti Money-Laundering Laws.”

You may now visit <https://www.ocbcwhcr.com/o/en/about-us/Custom-Notices/index.html> to read, download and save the digital version of this Notice.

If you do not agree with the above amendments, you must terminate your Mortgage Loan Account(s) by providing us with a written notice before the above stated effective date of amendments, and repay immediately all the amounts outstanding on the account(s) of your mortgage loan. Otherwise, you will be deemed to have consented to the above amendments.

B) Receiving Non-Paper Format Notices

With effect from October 2022, we may provide you with our notices in non-paper format. If you prefer to receive our notices in paper format, please inform us within 30 days from the date of this notice. Otherwise, you will be deemed to have agreed to receive notices in non-paper format from us after the effective date. You may also approach our staff for a hard copy of the relevant notices for future reference if needed.

Should you have any queries, please do not hesitate to call our Mortgage Loan Centre Hotline on 2201 7855.

OCBC Wing Hang Credit Limited
October 2022

In case of any inconsistency between the Chinese and English versions of this Notice, the English version shall prevail.