

華僑永亨銀行循環貸款協議之修訂通知及有關接收非紙本通知之安排

甲) 華僑永亨銀行循環貸款協議之修訂通知

由二零二二年十一月十八日起，華僑永亨銀行循環貸款協議（該「協議」）條款及細則將作出以下修訂：

一) 將加入以下第 11 條：

11. 制裁

11.1 在此第 11 項條文中：

「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、新加坡及持卡人和持卡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)持卡人及 / 或本行及 / 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)本協議擬定的交易），（上述各方皆為「制裁當局」(Sanctions Authority)）。



11.2 持卡人特此進一步就以下條款向本行及 / 或本公司作出保證、陳述及承諾：

- (a) 持卡人、任何抵押提供者或持卡人任何聯屬公司並非受限制人士。
- (b) 任何貸款或信貸服務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) 任何貸款或信貸服務款項不會用於資助購買或轉讓任何軍用物資或裝備。
- (d) 持卡人已實施及維持相應的政策及程序，以確保遵從第 11.2 項條文內所載的陳述、保證及承諾。
- (e) 持卡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) 持卡人不會以下述資金或資產直接或間接償還任何貸款或信貸服務：
 - (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) 從違反適用於本協議任何一方的制裁之任何交易中獲得的直接款項。
- (g) 持卡人會及時向本行及 / 或本公司交付並允許本行及 / 或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) 持卡人不得（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) 持卡人不得（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信貸服務或貸款或信貸服務之銀行產品及服務所得的全部或部分款項：
 - (i) （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；
 - (ii) （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
 - (iii) 導致持卡人或本行及 / 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) 持卡人必須（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。

11.3 所有在第 11.2 項條文內所載的陳述、保證及承諾均視為由持卡人參照貸款或信貸服務或其任何部分仍未償付期間存在的事實而作出。”

二) 原有第 11 至 15 條將分別重新編號為第 12 至 16 條。

三) 重新編號下之第 14.1 條將作以下條訂（修訂之內容已劃上底線以示識別）：

條款	現行	修改後
14.1	持卡人知悉及同意本行、本公司及本行集團公司可根據 (i) «華僑永亨銀行有限公司 - 關於個人資料 (私隱) 條例的客戶及其他個別人士通知»; 或 (ii) 持卡人不時給予的訂明同意，使用持卡人的所有個人資料 (「資料」) 作該等用途及向該等人士披露持卡人的資料。同時	持卡人知悉及同意本行、本公司及本行集團公司可根據 (i) «華僑永亨銀行有限公司 - 關於個人資料 (私隱) 條例(「 <u>條例</u> 」)的客戶及其他個別人士通知»; 或 (ii) 持卡人不時給予的訂明同意，使用持卡人的所有個人資料 (「資料」) 作該等用途及向該等人士披露持卡人的



	<p>持卡人同意本行、本公司及本行集團公司可將「資料」轉移至香港特別行政區以外地方、使用「資料」和持卡人的其他個人資料和資訊作根據個人資料(私隱)條例所述的核對程序核對「資料」及其他關於持卡人的資料、作內部的信貸管理和提供優質的賬戶服務和其他相關目的及提供有關持卡人之銀行證明書或信貸諮詢用途。持卡人同意本行、本公司及本行集團公司有權不時向任何第三者索取有關持卡人的資料，包括但不限於向任何信貸資料機構對持卡人作出信貸調查(如有)。持卡人明白從本行及/或本公司的職員或本行的網站獲得或收取之《華僑永亨銀行有限公司 - 關於個人資料(私隱)條例的客戶及其他個別人士通知》之內容。</p>	<p>資料。同時持卡人同意本行、本公司及本行集團公司可將「資料」轉移至香港特別行政區以外地方、使用「資料」和持卡人的其他個人資料和資訊作根據個人資料(私隱)條例所述的核對程序核對「資料」及其他關於持卡人的資料、作內部的信貸管理和提供優質的賬戶服務和其他相關目的及提供有關持卡人之銀行證明書或信貸諮詢用途。持卡人同意本行、本公司及本行集團公司有權不時向第三方(包括持卡人因本行、本公司及本行集團公司產品及服務的推廣以及申請本行、本公司及本行集團公司產品及服務而接觸的第三方服務供應商)收集與持卡人有關的資料(包括但不限於向任何信貸資料服務機構對持卡人作出信貸調查(如有))。持卡人明白從本行及/或本公司的職員或本行的網站獲得或收取之《華僑永亨銀行有限公司 - 關於個人資料(私隱)條例(「條例」)》的客戶及其他個別人士通知》之內容。</p>
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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註銷循環貸款卡，同時將循環貸款卡剪成兩半並交還本公司，並即時清還循環貸款賬戶內的所有欠款。否則，閣下將被視作同意上述有關該協議之修訂。

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，歡迎致電客戶服務熱線 2201 7788。

華僑永亨信用財務有限公司

二零二二年九月

華僑銀行有限公司授權及委任華僑永亨信用財務有限公司為循環貸款之處理機構及提供有關服務。

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 Bank Limited Revolving Credit Agreement and the Arrangement of Receiving Non-Paper Format Notices

A) Notice of Amendment to the OCBC Wing Hang Bank Limited Revolving Credit Agreement

With effect from 18 November 2022, the terms and conditions of the OCBC Wing Hang Bank Limited Revolving Credit Agreement (the "Agreement") shall be amended as follows:

1. A new **Clause 11** is inserted as follows:

11. Sanctions

11.1 In this Clause 11 :

"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 Cardholder and any member of the Cardholder'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;
- (v) the United Kingdom;
- (vi) the Monetary Authority of Singapore;
- (vii) the Hong Kong Monetary Authority ; or
- (viii) any other relevant government authority (including, for the avoidance of doubt, such government authority having jurisdiction over (a) the Cardholder and/or the Bank 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 this Agreement), (each, a "Sanctions Authority").

- 11.2 The Cardholder hereby further warrants, represents and undertakes to the Bank and/or the Company the following terms:
- (a) Neither the Cardholder, nor any of the security providers, nor any of the Cardholder's Affiliates is a Restricted Person.
 - (b) None of the proceeds of any loan or credit facilities 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 or credit facilities shall be used to finance the purchase or transfer of any military goods or equipment.
 - (d) The Cardholder has implemented and maintains policies and procedures that will ensure compliance with the representations, warranties and undertakings set out in this Clause 11.2.
 - (e) The Cardholder and his/her 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 Cardholder shall not, whether directly or indirectly, repay any loan or credit facilities 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 Cardholder will promptly deliver to the Bank and/or the Company and permit the Bank and/or the Company to obtain the details of any claims, action, suit, proceedings or investigation against him/her or his/her Affiliates by any governmental, judicial or regulatory authority with respect to Sanctions to the extent that such details are available to him/her.
 - (h) The Cardholder shall not (and shall ensure that each of his/her 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 his/her violation of any Sanctions.
 - (i) The Cardholder shall not (and shall ensure that none of his/her 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 loan or credit facilities or the banking products and services of the loan or credit 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 Cardholder or the Bank and/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 Cardholder shall (and he/she shall ensure that each of his/her Affiliates will) conduct his/her 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.

11.3 All the representations, warranties and undertakings in Clause 11.2 are deemed to be made by the Cardholder by reference to the facts then existing during the period where the loan or credit facilities or any part thereof remains outstanding."

2. The original **Clauses 11 to 15** are respectively renumbered as **Clauses 12 to 16**.

3. The renumbered **Clauses 13 & 14.1** shall be amended as follows (contents with amendment are underlined for indication):

Clause	Existing	New
13	The Bank shall be entitled to employ outside debt collection agency and/or institution to collect any or all unpaid sums due but unpaid by the Cardholder. The Cardholder consents to the Bank's disclosure of all such information and personal data relating to the Cardholder as necessary for the said purpose. The Cardholder shall be liable to pay the Bank and shall indemnify the Bank on demand for all reasonable amount of costs and expenses reasonably incurred by the Bank in employing such debt collection agency and/or institution and all legal costs and expenses	The Bank shall be entitled to employ outside debt collection agency <u>(ies)</u> and/or institution to collect any or all unpaid sums due but unpaid by the Cardholder. The Cardholder consents to the Bank's disclosure of all such information and personal data relating to the Cardholder as necessary for the said purpose. The Cardholder shall be liable to pay the Bank and shall indemnify the Bank on demand for all reasonable amount of costs and expenses reasonably incurred by the Bank in employing such debt collection agency and/or institution and all legal costs and expenses



	reasonably incurred by the Bank in recovery thereof, if any.	reasonably incurred by the Bank in recovery thereof, if any.
14.1	<p>The Cardholder acknowledges and agrees that all personal data relating to him (the “Data”) may be used by the Bank, the Company and any Bank Group Company for such purposes and disclosed to such persons in accordance with (i) “OCBC Wing Hang Bank Limited - Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance”; or (ii) the prescribed consent given by the Cardholder from time to time. The Cardholder also agrees that the Bank, the Company and any Bank Group Company may transfer the Data outside the Hong Kong Special Administrative Region, use the Data and such other personal data and information relating to the Cardholder to conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) and for internal credit risk management and better group-wide account serving, and any purposes relating thereto and to provide banker’s or credit references in respect of the Cardholder (if any). The Cardholder agrees that the Bank, the Company and any Bank Group Company may from time to time obtain the Cardholder’s information from any third party(ies), including but not limited to credit review report(s) from credit reference agency(ies) (if any). The Cardholder understands the contents of “OCBC Wing Hang Bank Limited - Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance” obtained or received from the staff of the Bank and/or the Company or from the website of the Bank and/or the Company.</p>	<p>The Cardholder acknowledges and agrees that all personal data relating to him (the “Data”) may be used by the Bank, the Company and any Bank Group Company for such purposes and disclosed to such persons in accordance with (i) “OCBC Wing Hang Bank Limited - Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the “Ordinance”)”; or (ii) the prescribed consent given by the Cardholder from time to time. The Cardholder also agrees that the Bank, the Company and any Bank Group Company may transfer the Data outside the Hong Kong Special Administrative Region, use the Data and such other personal data and information relating to the Cardholder to conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) and for internal credit risk management and better group-wide account serving, and any purposes relating thereto and to provide banker’s or credit references in respect of the Cardholder (if any). <u>The Cardholder agrees that the Bank, the Company and any Bank Group Company may collect data relating to the Cardholder from third parties, including third party service providers with whom the Cardholder interacts in connection with the marketing of the Bank’s, the Company’s and any Bank Group Company’s products and services and in connection with the Cardholder’s application for the Bank’s, the Company’s and any Bank Group Company’s products and services (including but not limited to credit review report(s) from credit reference agency(ies) (if any)).</u> The Cardholder understands the contents of “OCBC Wing Hang Bank Limited - Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the “Ordinance”)” obtained or received from the staff of the Bank and/or the Company or from the website of the Bank and/or the Company.</p>

You may now visit <https://www.ocbcwhcr.com/o/en/about-us/Customer-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 the use of the Revolving Credit Facility and the Revolving Credit Card (“Card”) by providing us with a written notice, cut the Card into halves, return the same to us before the above stated effective date of amendments, and repay immediately all the amounts outstanding on the account of the Card. 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 Customer Service Hotline on 2201 7788.

OCBC Wing Hang Credit Limited

September 2022

OCBC Limited has appointed and authorized OCBC Wing Hang Credit Limited to act as servicing entity of the Revolving Credit for providing certain service and support functions.

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