保費融資申請表
附件－保費融資條款
（本附件為申請表之組成部分）

重要通知：	本保費融資的一般條款列載本行向借款人提供／延續／續期保費融資透支授信的條款。借款人在接受保費融資透支授信之前，應小心地詳閱並理解此等條款。

本保費融資的條款（不時經修訂及生效）（“本條款”）適用於中國銀行（香港）有限公司（包括其繼承人及受讓人，“本行”）現時或此後任何時間可能提供予借款人的保費融資（“授信”）。

第 I 部分　：一般條款

第 II 部分　：授信條款

第 I 部分：一般條款

1. 定義

在本條款、申請表及貸款通知書中，除非文意另有所指，否則下列用語應具有以下意義：

申請表	指就有關授信的保費融資申請表及其附件；
轉讓契據	指由借款人以本行為受益人簽立或將會簽立，以轉讓保單的所有實益權利、所有權、收益權及利益以擔保本行授予借款人或提供其使用的授信的轉讓契據；
營業日	指香港的商業銀行開放營業的日子，但不包括星期六、星期日及公眾假期；
借款人	指獲本行批出或提供授信的任何人士；
香港	指中華人民共和國香港特別行政區；
貸款通知書	指本行不時向借款人發出（a）確認本行接受借款人授信申請及／或（b）載有授信的條款及／或（c）確認本行接受借款人解除任何押品的請求，並經不時修訂、修改或補充的貸款通知書；及
保險公司	指申請表 F 部份列明的保險公司。
保單	指由借款人購買並由保險公司發出的保單，其詳情列於申請表 G 部份。

所插入的條款標題僅為方便之用，在解釋條款時應予以忽略。

2. 不可推翻的陳述

2.1 經本行任何一名職員簽署確認為正確的與授信有關的任何帳戶結單（包括但不限於月結單）及任何證明借款人於任何時間根據授信及／或轉讓契據應付的到期金額（以其中所列一種或以上貨幣）及其任何利息，以及借款人對本行的到期、結欠或應付的任何其它款項的證明書，除非有明顯錯誤，否則應為借款人結欠本行債務的不可推翻證據，並且對借款人具有約束力。

2.2 經本行任何一名職員簽署確認為正確的與本行就授信的資金成本或任何基本利率有關的任何證明書應為不可推翻的，並且對借款人具有約束力。

2.3 本行就任何重大性、效力或任何其它方面與本函提及或所述的任何事情有關的任何意見或決定應為不可推翻的，並且對借款人具有約束力。

2.4 借款人通過電話、傳真或電子郵件對本行傳達的指示對借款人有約束力，本行可以（但不是必須）在認為該指示合理時依此指示行事。本行可以隨時絕對酌情決定記錄或保存該指示。借款人同意該記錄和保存其指示，也同意本行出於任何目的在需要時使用該記錄，包括在對抗借款人或其他人的訴訟中作為證據。

3. 彌償保證

3.1 借款人須就本行由於或在維持或強制執行授予借款人的授信時或由於接受借款人通過電話、傳真或電子郵件傳達的指示/通知所蒙受、招致或承受的任何性質的所有法律行動、訴訟、法律程式、申索、要求、損失、損害賠償、成本、費用、開支及／或債務（不論實際或或然）向本行根據十足彌償基準作出彌償，但因本行疏忽或故意失責導致者除外。

3.2 在不影響授信條款第 4.1 條的前提下，如本行需支付任何授信條款第 **4.1** 條所提及的該等預扣或扣減款項，或承擔任何有關該等稅項預扣或扣減的法律責任，借款人須儘快向本行彌償該付款或責任。

4. 開支

不論借款人是否提取或使用授信，本行就授信或就授信簽立的其它文件、或任何強制執行或試圖強制執行本行於申請表或貸款通知書或本條款或轉讓契據或就授信簽立的其它文件項下的權利而招致的所有開支，包括但不限於本行合理地招致而金額合理的律師費、通訊及其它實付開支，均由借款人以完全彌償基準承擔。

5. 劃撥

借款人茲不可撤銷地放棄其可能擁有的任何撥付權利或權力，而本行擁有專有及絕對權利於借款人付款時或其後任何時間劃撥借款人向本行支付或本行以其它方式而管有或控制的任何款項，以清償借款人欠下本行債務的任何本行認為適當的部分。任何該等撥付均凌駕於借款人本意作出的任何撥付。

6. 資料

6.1 為使本行可評估授信的批准、修訂和重檢，借款人同意有必要向本行提供有關借款人的或本行要求的資料。借款人授權本行，按《服務條款》（“**《服務條款》**”）所載的目的，使用任何借款人的資料（該使用將受本行不時發出及／或修訂的《資料政策通告》（下稱“**該通告**”）所限制，借款人茲確認已收到該通告及知悉其內容），並且借款人知悉本行持有的資料／資訊（包括申請表、貸款通知書或有關授信任何事情相關的）將保密處理，但容許本行向《服務條款》或該通告所列人士，或本行的任何分公司、子公司及控股公司，和本行的任何控股公司的分公司、子公司及關聯公司（合稱「**本行的關連方**」），或任何其他人士（包括但不限於任何經本行許可的任何人士、本行的專業顧問及任何其他向本行或任何本行的關連方提供服務的人士（包括但不限於信貸資料服務機構、收數代理、評級機構、保險人或保險經紀、信用保障提供者）、任何實際或準承讓人、受讓人、參予人或附屬參與人、或就授信而已抵押予本行的抵押品的其後的承押記人、抵押權人或產權負擔人）提供該等資料或文件。亦容許本行為符合對本行或任何本行的關連方有約束力或適用的任何法律、規例或證券交易所的指引或規則或按該等法規所要求，或按本行或任何本行的關連方所受管轄的任何法院、政府或監管機構或有關本行或任何本行的關連方的訴訟、仲裁、行政程序、調解或其他調查、法律程序或爭議所要求，向任何該等人士提供該等資料或文件。借款人進一步授權本行聯絡借

款人的任何僱主（如適用）、銀行、轉介人、信貸資料服務機構或任何其它來源，以獲得或交換任何資訊及將借款人提供的資訊與本行收集得到的其它資訊進行比較，以作核對用途。本行有權使用上述比較的結果以採取可能不利於或針對借款人的任何行動。借款人同意本行將按多家個人信貸資料服務機構模式項下的信貸資料服務機構分享借款人的個人信貸資料，亦可能向第一類特別會員分享(即根據香港法律第 41 章《保險業條例》第 8(1)(a) 或 8A(1)(a) 授權開展保險業務的保險公司或其附屬公司，可在符合個人資料私隱專員發出並不時更新或取代的《個人信貸資料實務守則》所允許的用途下使用個人信貸資料)，以便第一類特別會員向銀行提供保險保障。借款人亦同意借款人的資料／資訊可被傳送至香港以外的其它司法管轄區。

6.2 借款人承諾於所有時間就借款人的資料（包括但不限於借款人的地址、電話號碼及傳真號碼）的任何更改以書面通知本行。

6.3 借款人確認本行已向其提供以下資訊：

(a) 借款人的資料可能會被提供給信貸資料服務機構，及／或在發生違約事件時被提供給收數代理；

(b) 借款人可於提出要求後獲告知例行披露予上述信貸資料服務機構及／或收數代理的資料的權利，以及借款人獲提供進一步資料，以向相關信貸資料服務機構或收數代理（視所屬情況而定）提出查閱及更正資料要求的權利；

(c) 假如拖欠付款，除非拖欠金額在拖欠之日起計 60 天屆滿前悉數支付，否則借款人的帳戶資料須由信貸資料服務機構保存，直至拖欠金額最終償還之日起計五年屆滿為止；及

(d) 在全數還款後帳戶終止時，若在緊接帳戶終止前的五年內帳戶並無任何重大違約，借款人有權指示本行要求信貸資料服務機構自其資料庫中刪除與已終止帳戶有關的帳戶資料。

6.4 借款人盡速向本行提供或促使向本行提供就本行的合理要求或根據適用法例及法規下相關文件及其它證據。

7. 其它事項

7.1 應本行要求，借款人須向本行提供借款人最新的收入報稅表及銀行結單的核證副本，以及本行不時要求的其它資料。

7.2 在向借款人發出事先通知的前提下，本行保留絕對權利，可更改授信的條款，及隨時及不時增加、減少及／或取消授信或其任何部分，包括但不限於在申請表及／或貸款通知書及／或本條款項下應付的任何利息、收費、佣金、費用或違約利息及更改本條款（包括但不限於違約息差）的計算基準、就已批出授信的每日未提取結餘實施承諾費，及／或按本行獨有酌情決定的利率徵收任何附加手續費。若借款人接獲該更改、修訂或補充條款的通知後，且未作出終止該等授信，則任何更改、修訂或補充對借款人具有約束力。

7.3 本行沒有、延遲或遺漏行使任何權利、權力、特權或補救，概不損害該權利、權力、特權或補救，或被詮釋為放棄該權利、權力、特權或補救；而任何單一或部分行使任何權利、權力、特權或補救，亦不妨礙任何進一步行使該權利、權力、特權或補救或行使任何其他權利、權力、特權或補救。本文規定的權利、權力、特權或補救可以累積，且不排除法律賦予的任何權利、權力、特權或補救。

7.4 受制於一般條款第 7.5 條，發給借款人的任何通知、要求或其它通訊須發送至借款人的最後為本行所知地址或借款人可能以書面通知本行的其它地址，並且 (i) 若以專人遞交，則于交付之時視為已被發出；(ii) 若以預付郵資的信件遞送，則於投寄後二十四（24）小時視為已被發出；及 (iii) 若以傳真或其它電子方式傳送，則于傳送之時視為已被發出，但本行可親身或透過電話給予借款人口頭通知，若借款人由多於一名人士組成，則可通知其任何一人，如此發出的任何口頭通知立即生效及對借款人具有約束力。受制於一般條款第 2.4 條，發給本行的任何通知或通訊須待本行實際收到時

方才生效。若借款人由多於一名人士組成，則任何通知、要求或其它通訊僅於彼等各人均作出時方對本行有效，及在本行向彼等任何一人作出時對彼等所有人士有效。

7.5 本行保留可在本行的銀行大堂透過展示或張貼通知以通知借款人本條款或任何費用的任何更改或關於授信的標準收費、違約息差、授信條款第 6.2 條中所載的違約利息或上述任何一項的計算基準的任何變更的權利。

7.6 本條款乃外加於及不損害本行在本行持有的所有現有或將來抵押及／或法律文件（如有）項下的權利。

7.7 若借款人由多於一名人士組成而該等借款人共同獲提供授信，則借款人在授信項下對本行的債務為共同及各別的債務，而申請表及貸款通知書的每一條文以及本條款的每一條文均應作相應詮釋。

7.8 申請表、貸款通知書及本條款的任何條文，若在任何方面屬於或被任何具司法管轄權的法院或審裁處根據任何適用法律宣佈為不合法、無效或不可強制執行，則應在該適用法律許可的最大限度下從申請表及／或貸款通知書及／或本條款（視所屬情況而定）中分割，申請表及／或貸款通知書及／或本條款（視所屬情況而定）其餘條文的合法性、有效性及可強制執行性不會因此以任何方式受影響，而應全部繼續具有十足效力及效用。

7.9 除非原意另有所指，否則表示單數的詞彙須包括複數，反之亦然；表示男性的詞彙須包括女性及中性。

7.10 凡是提及「規定」的，包括任何政府、跨政府或國際機構、代理人、部門或監管機構、自律機構、其他主管機構或組織所訂的任何規定、規則、官方指令、要求或指引（不論是否具有法律效力）。

8. 第三者權利

8.1 受限於一般條款第 8.3 條，非貸款通知書、申請表和/或本條款的締約方在《合約（第三者權利）條例》（香港法例第 623 章）（“**第三者條例**”）之下無權執行或享受該貸款通知書、申請表和/或本條款帶來的利益。

8.2 無論貸款通知書、申請表和/或本一般條款如何規定，任何時間廢除或修改該貸款通知書、申請表和/或本一般條款都不需要非該貸款通知書、申請表的相關方和/或本條款的締約方的同意。

8.3 根據第三者條例的規定，本行的董事、職員、雇員、附屬公司、代理人或任何本行的關聯方可以行使貸款通知書、申請表和/或本條款中已明確授予其的權利。

9. 語言

本條款的中文版本僅供參考，若英文與中文版本有任何抵觸，以英文版本為準。

10. 管轄法律

申請表、貸款通知書及本條款須受香港法律管轄及據其詮釋。借款人茲不可撤銷地接受香港法院的非專屬司法管轄權。

第 II 部分：授信條款

1. 定義

在本授信條款、申請表及貸款通知書中，除非文意另有所指，否則下列用語應具有以下意義：

基本利率	指香港銀行同業拆息、港元最優惠利率、美元最優惠利率或本行不時決定的該等其它利率（視所屬情況而定）；
違約息差	指在不損害下文第 6.2 條的情況下，就以分期貸款而言，**年息 6%**；就港元透支、美元透支及人民幣透支而言，**年息 10%**或本行不時指定並於本行的銀行大堂展示或張貼的利率，或本行可能指定並通知借款人的其它利率；
違約事件	指下文第 14 條所述的任何一件事件；“各違約事件”須作相應詮釋；
資金成本	指由本行不時絕對酌情決定按其資金成本來源選定的成本；**香港銀行同業拆息**就特定利息期而言及對於根據授信作出的任何港元墊款及／或提取，指本行在香港銀行同業港元市場所報的“香港銀行同業拆息”年利率；
港元	指港元，即香港的法定貨幣；
授信	指本行批核並於貸款通知書上列明的保費融資透支/分期貸款;
透支	在借款人的往來帳戶向借款人提供的透支授信額度；
分期貸款	指分期貸款授信；
港元最優惠利率	指本行不時所報的港元最優惠利率，並隨市場情況作出調整；
保費	指需支付予保險公司以購買保單的總保費金額；
收取保費賬戶	指保險公司指定並通知本行用以收取保費的賬戶；
義務人	指借款人和任何抵押文件的任何一方，但不包括本行；
原本利率	指貸款通知書所指定的適用利率；
抵押文件	指為獲取授信而可能已簽立或此後可能簽立的轉讓契據及文件，以及補充、附屬於或衍生自任何該等文件的所有其它文件；
美元	指美元，即美國的法定貨幣；
美元最優惠利率	指本行不時所報的美元最優惠利率，並隨市場情況作出調整；
人民幣	指人民幣，即中華人民共和國的法定貨幣；
香港銀行同業人民幣拆息	就特定利息期而言及對於根據授信作出的任何人民幣墊款及／或提取，指本行不時在 Reuters（代號： "BCHN"）及 Bloomberg （代號："BOCH"）所報的年利率；
人民幣最優惠利率	指本行不時所報的人民幣最優惠利率，並隨市場情況作出調整；

2. 提款

2.1 借款人同意本行對向借款人提供的授信擁有絕對酌情權，本行批核的授信上限有可能少於申請金額。本行將以書面或口頭通知借款人申請表內所列之申請是否獲得批核或被拒絕。除非獲本行同意，否則借款人須受本條款約束，且不可於授信批核後取消授信。本行將於授信申請獲批核後，在可行的範圍內儘快以向借款人發出貸款通知書的形式，書面告知借款人有關本授信的詳情。

2.2 除非本行確定已收妥下列文件，而該等文件在形式及內容上令本行滿意，否則本行不會提供任何授信，借款人也不能提用任何授信：

(a) 由借款人妥為簽署的申請表；
(b) 由保險公司發出的確定已完成保單核保程序、並會於收到保費後發出保單的預先核保通知；
(c) 證明借款人於本行的戶口內持有不少於扣除授信金額的保費金額，並且本行已獲得借款人授權由該戶口扣取款項以全額繳交保費；
(d) 由借款人以本行為受益人簽立的轉讓契據(未註明日期)及其通知(未註明日期)及本行要求的由

借款人妥為簽立的託管授權書；

(e) 保險公司同意於發出保單後迅即將保單正本及保險公司已簽署的轉讓通知回執送交本行的確認；

(f) 由相關受益人妥為簽署的忠告通知(如適用)；

(g) 由相關受益人妥為簽署的同意書 (如適用)；

(h) 由相關受益人妥為簽署的確認書 (如適用)；

(i) 本行要求的任何其他文件。

2.3 受限於借款人接納及完全遵循申請表、貸款通知書及本條款所載的條款、並以本行滿意的方式提供和（如適用）簽立在本條款、申請表及貸款通知書內所述的所有適當文件，以及支付所有規定的費用和收費後，借款人將可使用在申請表及貸款通知書內所述的授信，直至本行另行書面通知借款人為止。

2.4 作為本行同意向借款人提供授信的對價，借款人於保單發出後，須根據轉讓契據的條款，以本行為受益人轉讓所有保單的權利、所有權、收益權及利益。。

2.5 一旦本行在相關授信項下首次提取相等於透支額度的金額並存入收取保費賬戶或本行在相關授信項下作出付款或招致債務，借款人即被自動視為已提取授信及／或該授信已由本行墊付。為免生疑問及受本行淩駕性酌情權限制，就任何透支授信及/或其他授信設定信貸額只會於營業日進行。

2.6 本行保留絕對權利，可 (i) 拒絕借款人要求獲提供或提用授信的任何申請，及 (ii) 有專有及絕對的酌情權隨時檢討及對授信作出調整。

2.7 本行保留淩駕性權利，可分期檢視授信，當本行向借款人發出終止通知時，授信應立即終止。本行保留淩駕性權利，可於任何時間行使專有及絕對酌情權增加、減少及／或取消授信或其任何部分，並通過向借款人發出通知而立即生效。此外，如付款會導致授信的未償還總額（不論實際還是或然）超過以本條款所載方式計算的透支額度，則本行可於任何時間拒絕執行借款人的支票或付款指示。然而，為免生疑問，本行無須為上述任何增加、減少及／或取消授信或其任何部分或任何不執行支票或付款指示所引致或相關的任何損失或其它後果承擔責任。

2.8 本行會於任何本行認為適當的時候或不時重新評估保單的退保價值。如保單的退保價值在任何時間少於貸款通知書內所述的價值，借款人同意於本行要求下向本行即時提供額外保證金或其他本行認可的抵押品(“額外抵押品”)。如借款人在本行要求後未能提供額外抵押品，本行有權即時或於任何本行認為合適的時間終止授信、執行抵押文件，退保及對於授信終止時的任何未償款項作抵銷，而所有剩餘未償授信將即時到期，借款人必須立即償還。

2.9 借款人向本行保證、聲明並承諾，授信項下的首次提款將用於繳付保單的部份保費，而本行批出的任何授信並無任何部分旨在或將為借款人或任何人士直接或間接購買中銀香港（控股）有限公司的任何股份提供融資（無論是已經作出或建議作出），或用作減少或解除借款人或任何人士有關任何該等購買的負債。本行在批出授信時，倚賴本條款所載借款人的保證、聲明及承諾。

3. 利息

3.1 本行對在授信項下墊付／提取的所有款項，會按在申請表及貸款通知書所指定的利率、或本行不時刊載的任何收費表指定的標準利率、或本行不時絕對酌情決定的其它利率徵收利息（判決之前及之後，並隨市場情況作出調整）、佣金及／或其它收費。收費表須應要求隨時提供予借款人。如果基本利率低於零，那麼在計算可適用的授信應計利率時該基本利率將被視為零。另外，如果可適用的授信應計利率低於零（在負的基本利率已被視為零之後），那麼該可適用的授信應計利率將被視為零。

3.2 除非本條款、申請表或貸款通知書另有指明，否則授信利息將按日及按實際過去日數累計，就港元而言以一年 365 天的基準計算，而就美元及人民幣而言以一年 360 天的基準計算，或根據本行不時

絕對酌情決定採納的市場慣例計算並且，最優惠利率的變動將被立即反映到需要運用最優惠利率來計算的利率之中。

3.3 所有累計利息須應要求支付；若未作出要求，則於授信的各應付供款到期日支付；若授信的本金並非以分期供款方式償還，則於本行在申請表及／或貸款通知書中指定或根據本行慣常做法不時通知借款人的期間支付；若未依時支付，本行有權將該等到期未付的利息化為貸款本金，使其須按相同的利率計息。

3.4 就港元透支授信而言，本行有權徵收：(i) 適用於授信的原本利率； (ii) 香港銀行同業隔夜拆息；或 (iii) 本行不時所報的本行資金成本（以最高者為准）。

3.5 就美元透支授信而言，本行有權徵收：(i) 適用於授信的原本利率； (ii) 本行不時所報的本行資金成本（以最高者為准）。

3.6 就人民幣透支而言，本行有權徵收：(i) 適用於該授信的原本利率；或 (ii) 本行不時所報的本行資金成本（以最高者為準）。3.7 就任何透支授信（包括港元透支、人民幣透支及美元透支）而言，其應計利息須於每月最後一個曆日支付。

3.8 無論何種原因，當銀行同業拆息利率包括香港銀行同業拆息 (1) 短期或者永久不存在，(2) 在本行看來不再具有代表性 或（3）在本行看來不再適合用以計算利息，本行保留絕對權力去審視及變更相關利率且無需事先通知。本行在利率變更後會儘快通知借款人。

3.9 無論何種原因，銀行同業拆息利率包括香港銀行同業拆息或本行確定的修正利率未反映本行為辦理該等授信而發生或將要發生的資金成本，或者本行無法獲得資金，辦理該等授信的利率應按不低於本行單方面合理決定的資金成本的利率收取。本行確定該利率後會儘快通知借款人。

3.10 就分期貸款而言，若任何該等授信的利息乃參照基本利率加或減息差或按固定利率徵收，而若因任何原因沒有可採用的基本利率；或本行獨有地決定為維持該等授信的本行資金成本超過基本利率或固定利率，或若本行無法獲得存款以提供該等授信，則本行有權（不限制本行在第 3.1 條下按其不時決定的利率徵收利息、佣金或收費的權利）按本行資金成本或按香港銀行同業隔夜拆息／香港銀行同業人民幣隔夜拆息（以最高者為準）加上前述息差或（若利息是按固定利率徵收）本行所釐定的息差徵收利息。

3.11 就分期貸款而言，若任何計息期將於非營業日結束，則須在緊接的下一個營業日結束，惟若該日適逢另一個曆月，則於緊接的上一個營業日結束。

3.12 若授信的本金以分期供款以外的方式償還，而本行在申請表及／或貸款通知書內指定授信的累計利息須在每月期末支付，則首次利息支付日為相關授信的提取日期的下月的同一日，其後各利息支付日為其後每月的同一日，但利息支付日概不得延至申請表及／或貸款通知書所載的相關授信最終到期日之後。

4. 付款

4.1 借款人向本行作出的所有付款或還款，須使用本行在申請表及貸款通知書項下付款或招致債務的貨幣或本行行使其於第 4.4 條下的權利所轉換的貨幣（“適用貨幣”）以即時可動用的資金作出，而不得有抵銷或反申索，亦不得附帶任何或所有現時或未來稅項、關稅或其它收費的預扣或扣減。若為申請表及／或貸款通知書及／或抵押文件項下的任何付款需作出該等預扣或扣減，其須對該付款作出必要的增加，致使該付款等同于需付予本行未被扣減的實際款項。借款人必須立即通知本行或應當在所容許的時限內支付該等款項。當借款人已支付該預扣／扣減的款項後 30 天內，借款人應提供可令本行滿意的相關付款證明文件。

4.2 若任何法例、法規、指引或其合規的任何改變，或該等法例、法規、指引或其合規的解釋的任何改變，而該等改變發生於申請表及貸款通知書各自日期之後，且：

(a) 增加本行提供貸款安排或維持貸款的成本；或

(b) 減少本行按申請表或/及貸款通知書及／或抵押文件應收到的任何款項，

借款人須按要求向本行支付所有賠償該等增加的費用或減少的收益所需的金額。

4.3 向本行支付的任何款項（不論根據任何判決、法庭命令或其它），除非本行已收到以適用貨幣支付的全部付款，否則概不會解除借款人就該付款的債項或債務；若任何該等付款實際轉換為適用貨幣時少於以適用貨幣表示的債項或債務，本行對借款人有進一步獨立的訴因。

4.4 本行茲明確保留權利，可隨時絕對酌情決定作出下列各項而無需給予借款人任何理由：

(a) 將借款人在授信項下以申請表及貸款通知書指定的相關授信貨幣計值的全部或任何到期、結欠或招致的未償還負債、債務及／或債項轉換為港元；或

(b) 將借款人在授信項下並非以申請表及貸款通知書指定的相關授信貨幣計值的全部或任何到期、結欠或招致的未償還負債、債務及／或債項，按本行絕對酌情認為適當而轉換為相關授信所指定的貨幣或港元。

上述轉換須按本行不可推翻地決定的通行匯率進行。為免生疑問，本行有權於上述轉換後，以港元或（視所屬情況而定）申請表及貸款通知書指定的相關授信貨幣計值的基準，重新決定該等經轉換負債、債務及／或債項的適用利率。

本行可能不時在未實際轉換的情況下，按相關授信貨幣且根據由本行不可推翻地決定的通行匯率確定未償還的授信總額。如果基本貨幣項下的未償還金額超過了授信的原始基本貨幣總額，本行將根據本行的貨幣需求要求借款人償還超出部分的金額。

4.5 以適用貨幣以外的貨幣（“現有貨幣”）向本行作出的任何付款，本行可絕對酌情決定按當時用現有貨幣購買適用貨幣的現行即期匯率（由本行不可推翻地決定）將之轉換為適用貨幣，以償付借款人以現有貨幣計算的債項及債務。

4.6 借款人向本行作出的所有付款須在受本行的慣例、條款及條件以及（如適用）當時及不時有效的任何有關結算系統的規則的限制下由本行接受，惟該等付款須被視為並未被作出，直至有關的資金已被結算及由本行以有值代價收取。

4.7 如果一國的貨幣發生改變且此貨幣的改變關係到授信或申請表、貸款通知書所規定之交易的定價貨幣，則本條款、申請表及貸款通知書在本行（合理行事）認為必須的範圍內也要做相應修改，反映貨幣的改變並且與相關銀行同業市場普遍接受的行業慣例的實踐相一致。

5. 還款

5.1 即使申請表、貸款通知書及本條款有任何相反規定，本行保留**淩駕性權利，可要求**借款人立即償還根據或就授信而到期、結欠或令本行招致（不論實際或或然）的所有未償還負債、債務及／或債項（包括其利息及違約利息）。

5.2 除非申請表及／或貸款通知書及／或本條款及／或另有規定或經本行書面同意，否則若授信須以每月供款形式償還，首次供款則應於提取相關授信之後一個月到期應付。

5.3 若由於基本利率變動而導致利率有任何改變，本行可獨有酌情決定更改分期供款的金額及／或期數，並隨後通知借款人。

5.4 就分期貸款而言，若選用香港銀行同業人民幣拆息或香港銀行同業拆息作為基本利率，還款須只在利息支付日或還款日作出。

5.5 除非申請表及／或貸款通知書規定授信的本金須以分期供款形式償還，否則授信的本金應於申請表及／或貸款通知書所載的最終到期日全額償還。

5.6 若借款人在償還授信或支付利息上預期會有或遇到任何困難，借款人應儘快通知本行。

6. 違約利息／收費

6.1 時間為借款人作出任何付款或還款的要素。

6.2 本行保留可就下列任何到期未付款項按日徵收違約利息的權利（不論判決之後或之前）：

(a) 就港元透支而言，利率為 (i) 港元最優惠利率加適用的違約息差；或 (ii) 隔夜香港銀行同業拆息；或 (iii) 本行的資金成本，以最高者計算；但不論到期未付的透支是否於本行先前許可的透支限額之內，前述違約利率及計算方法仍適用。

(b) 就美元透支而言， 利率為 (i) 美元最優惠利率加適用的違約息差；或 (ii) 本行的資金成本，以最高者計算；但不論到期未付的透支是否於本行先前許可的透支限額之內，前述違約利率及計算方法仍適用。

(c) 就人民幣透支而言，則按 (i) 人民幣最優惠利率加適用的違約息差；或 (ii) 隔夜香港銀行同業人民幣拆息加適用的違約息差；或 (iii) 本行的資金成本，以最高者計算；不論到期未付的透支是否於本行先前許可的透支限額之內，前述違約利率及計算方法仍適用。

(d) 如屬分期貸款，則按 (i) 適用的違約息差加本行不時所報的相關貨幣最優惠利率；或 (ii) 本行的資金成本，以較高者計算。

6.3

(a) 就港元透支而言，本行有權按 (i) 本第 6.2 條所載的違約利率及計算方法，對超過適用的預先議定透支限額的任何透支款項（不論本行因行使酌情權、應借款人要求或其它原因准許該超額透支）；或 (ii) 原本利率，以較高者徵收違約利息。

(b) 就美元透支而言，本行有權按 (i) 美元最優惠利率加上 6%年利率；或 (ii) 本行的資金成本；或 (iii) 適用於美元授信的原本利率，以較高者，對超過適用的預先議定透支限額的任何透支款項（不論本行因行使酌情權、應借款人要求或其它原因准許該超額透支）徵收違約利息。

(c) 就人民幣透支言而，本行有權按 (i) 人民幣最優惠利率加適用的違約息差；或 (ii) 隔夜香港銀行同業人民幣拆息加適用的違約息差；或 (iii) 本行的資金成本，或 (iv) 原本利率（以最高者為準），對超過適用的預先議定透支限額的任何透支款項（不論本行因行使酌情權、應借款人要求或其他原因准許該超額透支），徵收違約利息。

6.4 違約利息按日累計，自付款到期之日起，計算至最終全數支付之日為止。

6.5 如本行絕對酌情決定需要聘用律師，以在借款人未能於到期日付款時向借款人發出付款通知書或向借款人採取其它追討行動，本行則有權收回本行合理招致而金額合理的所有法律費用，且借款人須應要求向本行支付該等費用。

6.6 為免生疑問，若就逾期金額應計的原本利率超出第 6.2 條所指明的違約利率，即使該金額已逾期，本行亦有權繼續採用該原本利率。

6.7 本行有權按本行認為適當的相隔期間複合計算違約利息。

7. 提前還款

7.1 除非申請表及／或貸款通知書另有規定，否則分期貸款的提前還款須受以下條件所限制：

(a) 若分期貸款的本金須以分期供款形式償還，所有提前還款（不論全部或部分）必須於分期貸款的分期供款還款日期支付，否則本行有權就提前還款的金額徵收直至下一個分期供款還款日期為止的利息；

(b) 就選用香港銀行同業人民幣拆息、香港銀行同業拆息或作為基本利率分期貸款而言，若提前還款並非在利息支付日或還款日作出，借款人須按本行所證明的款額，就本行所產生的任何資金中斷成本對本行作出彌償。

(c) 借款人須向本行發出至少一個月的事先書面通知，表示借款人就分期貸款的未償還金額作出提前還款（不論全部或部分）的意願。該通知一經發出即不可撤銷。若借款人未能按規定方式發出通知，借款人則須於提前還款之時或之前，支付本行不時指定並展示或張貼於本行銀行大堂的提前

還款費用；

(d) 部分提前還款的最低金額為港幣 10,000.00 元或其等值的其他貨幣。若有任何部分提前還款，本行可酌情決定修改每月供款金額或未來供款期數；

(e) 提前償還的金額須受本行根據第 I 部分第 5 條的劃撥權利限制；

(f) 任何分期貸款本金的提前還款須包括所有累計利息，且不得再次借取；

(g) 借款人就分期貸款所提前償還的部份之應付的全部或任何款項或債務（不論實際或或然）均須由借款人於提前還款之時或之前支付或清償；及

(h) 妥為支付在相關申請表及／或貸款通知書內可能訂明的任何提前還款收費或費用。

8. 授信的終止

8.1 儘管申請表或貸款通知書有任何規定（包括當中所載的任何檢討日期），本行保留以下淩駕性權利：

(a) 隨時檢討授信（如適用，可早於申請表或貸款通知書注明的檢討日期），而授信須在本行向借款人發出終止通知時立即終止（如適用，甚至可早於上述檢討日期）；及

(b) 隨時運用專有及絕對酌情以增加、減少及／或取消授信或其任何部分或更改或修訂其條款，並於向借款人發出書面通知後立即生效（如適用，甚至可早於上述檢討日期）。

8.2 借款人須在授信或其任何部分被續期、延展或以其它方式修改時向本行支付續期費。

9. 抵銷及留置權

9.1 除本行可享有的任何一般銀行留置權、抵銷權或類似權利外及在不損害該等權利的前提下，本行還有權並茲不可撤銷及無條件地獲授權在法律所容許的最大限度內，不時及隨時無需事先通知借款人（任何該等通知茲明文豁免）而：

(a) 將借款人在本行任何分行或支行開立的任何貨幣的任何帳戶的任何貸項結餘及／或存款（不論以其個人的名義或與他人聯名開立）（不論是否須給予通知及是否到期）及／或本行對借款人（不論以其個人的名義或與他人聯名）應付或承擔的任何責任（無論實際或或然）抵銷、劃撥及應用於償還借款人到期、結欠及令本行招致的任何債項及債務（不論實際或或然、將來或現有）；及

(b) 應用借款人在本行任何分行或支行開立的任何貨幣的任何帳戶的任何貸項結餘及／或存款（不論以其個人的名義或與他人聯名開立）（不論該貸項結餘原本是在本行（前稱寶生銀行有限公司）或中國銀行（香港分行）、廣東省銀行（香港分行）、新華銀行（香港分行）、中南銀行（香港分行）、金城銀行（香港分行）、國華商業銀行（香港分行）、浙江興業銀行（香港分行）、鹽業銀行（香港分行）及華僑商業銀行有限公司（統稱“合併銀行”）於 2001 年 10 月 1 日（“合併日期”）合併前於上述任何一家或多家銀行開立的帳戶中）（不論是否須給予通知及是否到期），及／或以本行到期或結欠借款人（不論單獨或與他人共同）的任何債務（不論實際或或然），包括但不限於任何一家或多家合併銀行在合併日期前原本到期或結欠借款人（不論單獨或與他人共同）的任何債務（不論實際或或然）作為抵銷，以償還借款人到期、結欠或令本行招致的任何債項及債務（不論實際或或然、將來或現有），包括但不限於借款人在合併日期前原本到期、結欠或令任何一家或多家合併銀行招致的任何債項及債務。

本行於行使其於第 8.1 條下的權利後須即時通知借款人。

9.2 就上述目的而言，本行可按本行所報及決定的適用匯率將借款人的上述貸項結餘或存款或本行對借款人負有的任何責任的全部或任何部分轉換為其它所需貨幣。

9.3 在根據授信及／或本條款有任何到期未付的款項時，本行可隨時無需進一步知會借款人而扣留所有或任何(不論為安全保管或其它目的)存放於本行或以其它方式由本行或以借款人的名義持有的抵押品、有價物品或任何其它財產（不論位於任何地方），及按本行決定的價格透過公開拍賣、私人條

約或招標出售該等抵押品、有價物品或其它財產或其任何部分，而本行可聘請代理或經紀進行上述事情，及在扣除本行合理地招致而金額合理的所有費用與開支後，應用所得款項來償還根據授信及／或本條款拖欠的任何或所有款項，且除非因本行的疏忽或故意失責造成外，本行無需就任何該等抵押品、有價物品或其它財產的出售或其它處置所產生的任何損失負責。

9.4 本條款授予本行的權利為外加於及不損害根據任何隨時及不時由本行所持有的任何抵押文件授予本行的任何權利。

10. 帳戶扣帳授權

本行有權隨時及不時無需事先通知借款人而從借款人的任何帳戶中扣除借款人根據授信到期應付的所有或任何利息、費用、收費、佣金、支出、開支及其它款項。該等款項須視為由借款人從帳戶中妥為提取或透支。

11. 追收債項

本行有權僱用收數代理追收借款人根據授信到期應付但未付的任何款項。借款人同意及確認，借款人已被忠告，借款人須就本行可能因僱用收數代理而合理招致的所有費用及開支向本行以完全彌償基準作出全額賠償。本行有權向該等收數代理披露與借款人、授信、申請表或貸款通知書有關的任何及所有資料。

12. 轉讓

本行可隨時無需借款人同意或通知借款人，而向任何人士轉讓或轉移本行於授信、本條款及相關的擔保、附屬抵押品及支持文件項下的所有或任何權利、利益、責任及債務，但在進行該轉讓或轉移的任何時間，借款人無需支付高於在並無作出該轉讓或轉移時本應支付的金額。除非本行事先書面同意，否則借款人不得將其於授信及／或本條款項下的任何權利、利益、責任及／或債務轉讓或轉移予任何人士。

13. 聲明、保證及承諾

13.1 借款人於其簽立相關申請表及/或貸款通知書的日期向本行作出下列聲明及保證：

(a) 其具有權力及授權及法律行為能力履行及遵守其於申請表、貸款通知書、本條款、抵押文件及以本行為受益人簽立的其它附帶文件項下的責任；

(b) 本條款、申請表、貸款通知書、抵押文件（如適用）及任何其它附帶文件構成根據其條款具有效力及法律約束力的借款人的責任；

(c) 其並無逾期未償還任何借款負債的任何本金或利息，亦無違反或違背借款人為一方且據之或在其限制下發出而未償還的該等借款負債的任何契約、信託契據、協議或其它文書的任何其它條文，亦無發生或持續發生因發出通知及／或時間流逝而會構成任何該等契約、信託契據、協議或其它文書項下的違約事件而並未據之適當地被豁免或補救的任何事件、條件或行為；

(d) 借款人簽署本條款、相關申請表、貸款通知書、抵押文件（如適用）和任何其他附帶文件及履行該等文件，及該等文件所述的任何事宜並未亦不會抵觸適用於借款人的任何法律或規定、其組織文件或對借款人或其任何資產具有約束力的協議或文書；

(e) 其向本行所提供的一切資料，於其提供或作出聲明（如有）的日期在各重大方面是真實、完整和準確的，並無任何誤導；

(f) 借款人並無受制於針對借款人或其任何財產或資產的在任何法院、審裁處、仲裁員或政府機構的任何現有訴訟、仲裁、行政程序或破產呈請及針對借款人或其任何財產或資產的待決的訴訟、仲裁、行政程式或破產呈請，及借款人亦不知道（在作出所有合理查詢後）有威脅借款人或其任何財產或資產的任何訴訟、仲裁、行政程式或破產或清盤呈請，而該等程序可能會導致借款

人業務、資產或狀況上有重大不利變動（不論有關財務或其他方面）或前景上有重大不利變動或影響；

(g) 並未亦不會因為簽立申請表、貸款通知書、抵押文件及其它附帶文件及／或動用任何授信，而發生並未根據申請表、貸款通知書及／或本條款妥為補救或豁免的任何違約事件；

(h) 於授信項下的貸款的任何部分仍未償還期間，以上聲明及保證須藉參照當時存在的事實及情況而言須繼續生效及具有十足的效力；及

(i) 以上聲明及保證須於每次墊付或提取授信時重複（如適用）。

13.2 借款人向本行承諾，借款人將會（如適用）：

(a) 在知悉發生任何違約事件或潛在違約事件，或可能對借款人的營運、前景、業務或狀況（財務或其它方面）或借款人履行其於申請表、貸款通知書、其它抵押文件或任何其它附帶文件下的責任的能力有重大及／或不利影響的任何其它事件或情況時，及時以書面通知本行；

(b) 即時及妥為支付或促使支付所有向借款人徵收的稅款、稅項或其它政府收費；

(c) 在不影響授信條款第 2.8 條的前提下，應本行不時的要求（包括就一單或以上授信項下的交易的淨風險）向本行提供或促使向本行提供其接納及當時的市值不低於當時未償還授信的進一步現金或抵押擔保；

(d) 確保借款人于本文及申請表及貸款通知書下的責任（不論實際或或然）在付款優先次序及所有其它方面均不從屬於並於所有時間最少與借款人的任何其它無抵押債務享有同等權益（但僅因法律的施行而優先的責任除外）；

(e) 就借款人及借款人債務的第三方抵押品提供者的資料（包括但不限於其地址、電話號碼及／或傳真號碼）的任何變動盡速以書面通知本行；

(f) （當借款人是商號、合夥或公司時）盡速向本行提供或促使向本行提供一切資訊、名冊、文件、帳目、票據、電腦或其它記錄、指令、通信（無論是原件或影本）以及與授信、授信的徵收、授信的執行相關的其它證據（無論何種形式）。借款人將根據本行不時的要求允許本行的職員、雇員、顧問、經正式授權的代表或代理人在所有合理的時間進入借款人所有或佔有或開展經營活動的處所進行檢驗、檢查、核准以及複製（由借款人支付費用）上述證據。

(g) 即時向本行提供或促使向本行提供本行不時要求的其它文件或資料。

14. 違約事件

14.1 在不影響本條款中其它條文的原則下，一旦發生以下任何違約事件，借款人的所有到期或拖欠本行的金額（包括本金及利息）將無需付款通知而變為即時到期及應由借款人予以償還，而且本行無需再根據授信作出進一步墊款：

(a) 任何義務人未能於到期日向本行支付任何與授信相關的本金、利息、收費或其它費用及開支；

(b) 借款人因任何原因未能及時解除關於授信的任何責任，或遵守以任何方式及於任何時間向本行作出的任何承諾（正面或反面）或契諾；

(c) 借款人未能支付以任何方式、因任何原因作為主事人或擔保人、單獨或與其他人士、商號或法團共同結欠或令本行招致的任何到期未付款項、債項及債務；

(d) 任何義務人根據申請表及／或貸款通知書及／或本條款／或抵押文件及任何其他附帶文件作出的任何聲明、保證、承諾或陳述，或任何義務人向本行交付的任何資料或文件在任何方面不正確或具誤導性，或借款人違反任何該等聲明、保證、承諾或陳述；

(e) 任何義務人的資產因徵收、強制執行或訴訟被扣押、扣留、執行其它法律程序；

(f) 發生本行認為已對或會對任何義務人的業務、資產、狀況（財務或其他方面）或前景上產生重大不利變動或影響，或影響或妨礙其履行其於申請表及／或貸款通知書及／或抵押文件項下責

任的能力的事件；

(g) 發生證明或擔保任何義務人的任何財務負債的任何協議或文書的條文下有關付款的違約事情，或任何該等財務負債在其注明的到期日前變為應付或可予宣佈為應付但到期未付；

(h) 已就任何義務人的破產或清盤、或就任何義務人或其所有或任何業務或資產委任清盤人、接管人、遺產管理官或類似人員而提交呈請、展開法律程序、作出命令或通過有效決議案，或任何義務人以其它方式在任何法院變為無力償還或破產；

(i) 在不損害上述(a) 項的前提下，任何義務人未能符合任何於本條款、申請表、貸款通知書及／或抵押文件及任何其他附帶文件下的任何條文，而該情況不能補救，或可以補救但未於本行發出要求補救的通知後七天內或任何義務人知悉該等條文不符合的較早的時間內補救；

(j) 任何義務人根據申請表、貸款通知書或抵押文件須獲得的任何政府、稅務、金融或其它批准被撤銷或以不利於本行於授信、本條款、申請表、貸款通知書或任何抵押文件項下的利益的的方式被更改；

(k) 發生任何構成或因時間流逝及／或發出通知而會構成借款人或有關方為一方的任何其它協議項下的違約事件的任何事件；

(l) 借款人或有關方的資產的任何現時或未來抵押變為可強制執行；

(m) 任何義務人行使其在本條款、申請表、貸款通知書、任何抵押文件或任何其它附帶文件項下的任何義務成為不合法；及

(n) 發生根據任何相關司法管轄區的法律具有與第 13.1 條所述任何事件類似或相當效用的任何事件。

15. 本行的責任

15.1 本行對於借款人或任何其他人士因以下原因而蒙受的任何損失或損害概不負責：

(a) 借款人的任何交易撤銷或暫停，或借款人的任何命令或指示未能施行或執行，不論其是否可直接或間接歸咎於本行控制範圍以外的任何情況或事件；及／或

(b) 本行的電訊及電腦系統或其它設備或其安裝或操作上的任何機械、電子或其它故障、失常、中斷、不準確或不足；借款人的任何指示或命令的傳送有任何不完整或錯誤，或任何該等指示或命令的執行有任何錯誤（但因本行的獲授權人員嚴重疏忽或故意失責除外）；或借款人因上述原因而招致或蒙受的任何延誤、損失（包括利潤損失或任何經濟損失）、開支或損害賠償；及／或

(c) 由任何第三方（包括但不限於服務供應商或設備供應商）以任何形式引致會干擾、影響或擾亂本行根據本文履行責任的任何延誤、中斷或暫停事件；及／或

(d) 由借款人通過電話、傳真或電子郵件的形式針對本行發出的指示/通知。

15.2 借款人明白，在任何情況下，本行並無義務批出授信予借款人或無責任必定在借款人到期繳交保費之日前貸出授信或其部份，對於因此導致借款人承受任何損失或損害，或導致借款人須繳交任何罰款、附加費或利息（不論名稱如何），本行毋須承擔任何責任。因此，本行建議借款人應預備足夠款額，以便繳交全數保費。借款人同意，對於本行任何延遲而導致借款人須繳交任何罰款、附加費或利息，以及本行因履行此等條款下的責任而引致或有關的任何損失、損害、申索、訴訟、訟費（包括按完全彌償基準計算的法律費用）或法律責任，借款人須向本行作出全數補償。

Attachment to Premium Financing Application Form - Terms and Conditions for Premium Financing
(This Attachment shall form an integral part of the Application Form)

Important Notice:	These Terms and Conditions for Premium Financing set out the terms and conditions upon which the Bank would provide / continue / renew the Premium Financing to the Borrower. The Borrower is advised to read and understand these terms and conditions carefully before accepting the Premium Financing.

These Terms and Conditions for Premium Financing (as amended and in force from time to time) (the "**Terms and Conditions**") shall apply to the Premium Financing (the "**Facility"**) which Bank of China (Hong Kong) Limited (including its successors and assigns, the "**Bank"**) may now or at any time hereafter grant to the Borrower.

Part I : General Terms and Conditions

Part II : Facility Terms and Conditions

Part I: General Terms and Conditions

1. Definitions

In the Terms and Conditions, the Application Form and the Loan Advice, unless the context otherwise requires, the following expressions shall have the following meanings:-

Application Form	means the Premium Financing Application Form in respect of the Facility and its attachment(s);
Assignment	means the Deed of Assignment of Insurance Policy executed/ to be executed by the Borrower in the Bank's favour assigning all his beneficial rights, title, benefits and interest of the Insurance Policy to secure the Facility granted or made available by the Bank;
Business Day	means a day on which commercial banks in Hong Kong are open for business but excluding Saturdays, Sundays and public holidays;
Borrower	means any party to whom the Facility is granted or made available by the Bank;
Hong Kong	means the Hong Kong Special Administrative Region of the People's Republic of China;
Loan Advice	means the loan advice issued from time to time by the Bank to the Borrower (a) confirming the Bank's acceptance of the Borrower's application for the Facility and/or (b) containing the terms and conditions of the Facility and/or (c) confirming the Bank's acceptance of the Borrower's request to release any of the security, as may be amended, revised or supplemented from time to time; and
Insurance Company	means the insurance company as indicated in section F of the Application Form;
Insurance Policy	means the insurance policy, details of which are set out in section F of the Application Form, to be taken out by the Borrower and issued by the Insurance Company.

The headings in the Terms and Conditions are inserted for convenience only and shall be ignored in construing the Terms and Conditions.

2. Conclusive Statement

2.1 Any statement of account (including, without limitation, the monthly statement) relating to the Facility and any certificate certifying the amounts due (in such currency or currencies as may be stated therein) by the Borrower at any time under the Facility and/or the Assignment, and any interest thereon, and any other sum or sums of money due, owing or payable by the Borrower to the Bank signed as correct by any one of the Bank's officers shall be conclusive evidence of the indebtedness of the Borrower to the Bank and be binding on the Borrower, save for manifest error.

2.2 Any certificate relating to the Bank's cost of funds or any Base Rate in respect of the Facility signed as correct by any one of the Bank's officers shall be conclusive and binding on the Borrower.

2.3 Any opinion, determination or decision by the Bank as to any materiality, effect or otherwise relating to anything herein mentioned or referred to shall be conclusive and binding on the Borrower.

2.4 Instruction given by the Borrower to the Bank through telephone, facsimile or electronic mail shall be binding against the Borrower and the Bank may (but shall not be obliged to) act upon such instructions subject to such conditions as the Bank may think fit. The Bank may at its absolute discretion take recording or keep record of such instructions. The Borrower consents to such recording and record keeping and agrees to the use of such records for any purpose that the Bank deems desirable including for use as evidence, in any proceedings, against the Borrower or any other person.

3. Indemnity

3.1 The Borrower shall indemnify the Bank on a fully indemnity basis from and against all action, suits, proceedings, claims, demands, losses, damages, costs, fees, expenses and/or liabilities of whatsoever nature which the Bank may suffer, incur or sustain, whether actual or contingent, by reason of or in maintaining or enforcing the Facility granted to the Borrower or by accepting any instruction/notice given by the Borrower through telephone, facsimile or electronic mail unless caused by the negligence or wilful default of the Bank.

3.2 Without prejudice to Clause 4.1 of the Facility Terms and Conditions, if the Bank is required to make any payment for such withholding or the deduction referred to in Clause 4.1 of the Facility Terms and Conditions or incur any liability with respect to such withholding or deduction, the Borrower shall promptly indemnify the Bank against such payment or liability.

4. Expenses

Whether or not the Facility is drawn or utilized by the Borrower, all expenses including but not limited to legal fees, communications and other out-of-pocket expenses reasonably incurred by the Bank in connection with the Facility or any documents executed in respect of the Facility or any enforcement, or attempted enforcement, of the Bank's rights under the Application Form or the Loan Advice or the Terms and Conditions or the Assignment or other documents executed in respect of the Facility, are to be borne by the Borrower on a full indemnity basis.

5. Appropriation

The Borrower hereby irrevocably waives any right or power which it may by way have of appropriation and the Bank shall have the sole and absolute right to appropriate either at the time of payment or at any time thereafter any moneys paid to the Bank by or otherwise coming into the Bank's possession or control from the Borrower in or towards discharging whichever part or parts of liabilities of the Borrower to the Bank as the Bank shall think fit. Any such appropriation shall override any purported appropriation by the Borrower.

6. Information

6.1 The Borrower agrees that it is necessary to supply the Bank with data/information related to the Borrower or any information as required by the Bank for assessing the grant, revision and renewal of the Facility. The Borrower authorize the Bank to use any data, information and documents relating to the Borrower in accordance with the Bank's Conditions for Services (the "**Conditions**") (subject to the Data Policy Notice issued and/or revised by the Bank from time to time (the "**Notice**"), and the contents and the receipt of which are hereby acknowledged by the Borrower) and notes such data/information (including the Application Form, the Loan Advice or anything in respect of the Facility) held by the Bank will be kept confidential but permits the Bank to provide such data/information/documents to the parties referred to in the Conditions or listed in the Notice (as the case may be) or to any of its branches, subsidiaries and holding companies and the branches, subsidiaries and affiliates of any of its holding companies (together the "**Bank's Related Parties**") or other persons including but not limited to any person permitted by the Borrower, the professional advisers and any other persons providing services to the Bank or any of the Bank's Related Parties (including, without limitation, credit reference agencies, debt collection agencies, rating agencies, insurers or insurance brokers, credit protection providers), any actual or potential assignee, transferee, participant or sub-participant or any subsequent chargee, mortgagee or encumbrancer in respect of securities held by the Bank for the Facility or to any person to the extent required by or for compliance of any laws, regulations, guidelines or rules of stock exchange binding on or applicable to the Bank or any of the Bank's Related Parties or to any person to whom information is required or requested to be disclosed by any court or governmental or regulatory authority to which the Bank or any of the Bank's Related

Parties are subject to or to any person to whom information is required to be disclosed in connection with, and for the purposes of any litigation, arbitration, administrative, mediation or other investigations, proceedings or disputes relating to the Bank or any of the Bank's Related Parties. The Borrower further authorizes the Bank to contact any of the employers of the Borrower (if applicable), bank, referee, credit reference agencies or any other source for the purpose of obtaining or exchanging any information and to compare the information provided by the Borrower with other information collected by the Bank for checking purposes. The Bank is entitled to use the result of such comparison to take any action which may be adverse to the interest of or against the Borrower. The Borrower consents to the relevant consumer credit data of the Borrower being shared by the Bank with all selected credit reference agencies under Multiple Credit Reference Agencies Model which may also be shared with a Type One Special Member (meaning an insurer or a subsidiary of an insurer authorized under Section 8(1)(a) or 8A(1)(a) of the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong) to carry on insurance business with the need to use consumer credit data for purposes permitted under the Code of Practice on Consumer Credit Data issued by the Privacy Commissioner for Personal Data as updated or superseded from time to time) in relation to the provision of insurance coverage to the Bank by the Type One Special Member. The Borrower also consents to the data/information/documents being transferred to another jurisdiction outside Hong Kong.

6.2 The Borrower undertakes at all times to notify the Bank in writing of any change of the particulars of the Borrower including without limitation the Borrower's address, telephone number and facsimile number.

6.3 The Borrower acknowledges that the Bank has provided him with the following information:

(a) the Borrower's data may be supplied to credit reference agencies and/or, in the Event of Default, to a debt collection agency;

(b) the Borrower's right to be informed, upon request, about what items of data are routinely disclosed to such credit reference agencies and/or debt collection agency, and the Borrower's right to be provided with further information to enable the making of a data access and correction request to the relevant credit reference agencies or debt collection agency, as the case may be;

(c) that, in the event of any default in payment, unless the amount in default is fully paid before the expiry of 60 days from the date such default occurred, the Borrower shall be liable to have his account data retained by the credit reference agencies until the expiry of five years from the date of final settlement of the amount in default; and

(d) that the Borrower, upon termination of the account by full payment and on condition that there has not been, within five years immediately before such account termination, any material default on the account, will have the right to instruct the Bank to make a request to the credit reference agency to delete from its database any account data relating to the terminated account.

6.4 The Borrower shall promptly supply, or procure the supply of, such documentation and other evidence as reasonably requested by the Bank or pursuant to or in satisfaction of any law or regulation to which the Bank is subject.

7. Miscellaneous

7.1 The Borrower shall furnish to the Bank at the request of the Bank certified copies of the Borrower updated income tax return, bank statements and such other information as the Bank shall from time to time require.

7.2 Subject to prior notice to the Borrower, the Bank reserves the absolute right to vary the terms of the Facility, to increase, reduce and/or cancel the Facility or any part thereof at any time and from time to time, including without limitation, the basis of calculation of any interest, charges, commissions, fees or default interest payable under the Application Form and/or the Loan Advice and/or the Terms and Conditions and to vary the Terms and Conditions (including without limitation the Default Margin), to impose a commitment fee on the daily undrawn balance of the Facility granted, and/or to impose any additional handling charges at such rate as determined by the Bank at its sole discretion. Any variation, amendment or supplement shall be binding on the Borrower(s) if the Borrower(s) do(es) not terminate the Facility(ies) after receiving any notice of such variation, amendment or supplement.

7.3 No failure, delay or omission by the Bank in exercising any right, power, privilege or remedy shall impair such right, power, privilege or remedy or be construed as a waiver thereof, nor shall any single or partial exercise of any right, power, privilege or remedy preclude any further exercise of any other right power, privilege or remedy. Rights, powers, privileges and remedies herein provided are cumulative and do not exclude those provided by law.

7.4 Subject to Clause 7.5 of the General Terms and Conditions, any notice, demand or other communication to the Borrower shall be sent to the Borrower's last known address or such other address as may have been notified in writing by the Borrower to the Bank and, if (i) delivered personally, shall be deemed to have been given at the time of such delivery; (ii) despatched by letter postage prepaid, shall be deemed to have been given twenty-four (24) hours after posting; and (iii) transmitted by facsimile or other electronic means, shall

be deemed to have been given at the time of despatch, provided that the Bank may give oral notice to the Borrower and if it consists of more than one person, any one of them, whether personally or through the telephone, and any oral notice so given shall be immediately effective and binding upon the Borrower. Subject to clause 2.4 of the General Terms and Conditions, any notice or communication to the Bank shall not be effective until actually received by the Bank. If the Borrower consists of more than one person, any notice, demand or other communication shall be effective on the Bank only if given by each of them and on all of them if given by the Bank to any of them.

7.5 The Bank reserves the right to notify the Borrower of any variation of the Terms and Conditions or any fees or changes in the standard charges for or relating to the Facility, the Default Margin, the default interest set out in Clause 6.2 of the Facility Terms and Conditions or the basis of calculation of any of them by notice displayed or posted up in the Bank's banking halls.

7.6 The Terms and Conditions are in addition and without prejudice to the Bank's rights under all existing or future securities and/or legal documents (if any) held by the Bank.

7.7 If the Borrower shall consist of more than one person and the Facility is made available to such Borrowers jointly, the liabilities of the Borrowers to the Bank under the Facility shall be joint and several and each and every provision of the Application Form and the Loan Advice and the Terms and Conditions shall be construed accordingly.

7.8 Any provision in the Application Form, the Loan Advice and the Terms and Conditions which is or is declared by any court or tribunal of competent jurisdiction to be illegal, invalid or unenforceable in any respect under applicable law shall be severed from the Application Form and/or the Loan Advice and/or the Terms and Conditions (as the case may be) to the maximum extent permissible by such applicable law without in any manner affecting the legality, validity or enforceability of the remaining provisions of the Application Form and/or the Loan Advice and/or the Terms and Conditions (as the case may be), all of which shall continue in full force and effect.

7.9 Unless contrary intention appears, words importing the singular number shall include the plural number and vice versa and words importing the masculine gender shall include the feminine gender and the neuter gender.

7.10 References to any regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organization.

8. Third Party Rights

8.1 Subject to Clause 8.3 of the General Terms and Conditions, a person who is not a party to the Application Form, the Loan advice and the Terms and/or conditions has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (the "**Third Parties Ordinance**") to enforce or to enjoy the benefit of any term of the Application Form, the Loan Advice and/or the Terms and Conditions.

8.2 Notwithstanding any term of the Application Form, the Loan Advice and/or the Terms and/or conditions, the consent of any person who is not a party to the Application Form, the Loan Advice and/or the Terms and/or conditions is not required to rescind or vary the Application Form, the Loan Advice and/or the Terms and Conditions at any time.

8.3 Any director, officer, employee, affiliate or agent of the Bank or any of the Bank’s Related Parties may, by virtue of the Third Parties Ordinance, rely on any provision of the Application Form, the Loan Advice and/or the Terms and Conditions which expressly confers rights on that person.

9. Language

The Chinese version of the Terms and Conditions is for reference only and if there is any conflict between the English version and the Chinese version, the English version shall prevail.

10. Governing Law

The Application Form, the Loan Advice and the Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong. The Borrower hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong.

Part II: Facility Terms and Conditions

1. Definitions

In these Facility Terms and Conditions, the Application Form and the Loan Advice, unless the context otherwise requires, the following expressions shall have the following meanings:-

Base Rate	means HIBOR, the HKD Prime, USD Prime, as may be determined by the Bank from time to time (as the case may be);
Default Margin	means, without prejudice to Clause 6.2 below, **6% per annum** for T/L, **10% per annum** for O/D Facility Limits or the rate specified by the Bank from time to time and displayed or posted in the Bank's banking halls or such other rate as the Bank may designate and notify the Borrower;
Event of Default	means any one of the events mentioned in Clause 14 below and reference to "Events of Default" shall be construed accordingly;
Cost of Funds	means the cost of its funding from whatever sources it may select as determined by the Bank from time to time at its absolute discretion (as the case may be);
HIBOR	means in respect of a particular interest period and in relation to any advance and/or drawing under the Facility in HKD, the rate per annum quoted by the Bank in the Hong Kong Interbank Hong Kong Dollar Market and known as "Hong Kong Interbank Offered Rate";
HKD	means Hong Kong dollars, the lawful currency of Hong Kong;
Facility(ies)	means the various O/D and T/L approved by the Bank, specified in the Loan Advice and made available to the Borrower;
O/D	means the overdraft facility limit made available to the Borrower under a current account of the Borrower;
T/L	means a instalment loan facility;
HKD Prime	means the prime rate for HKD as may be quoted by the Bank from time to time and subject to fluctuation;
Premium	means the total premium payable to the Insurance Company for taking out the Insurance Policy;
Premium Payment Account	means the account for payment of the Premium designated and notified to the Bank by the Insurance Company;
Obligors	means the Borrower and any party to a Security Document (excluding the Bank);
Original Interest Rate	means the applicable rate of interest as specified in the Loan Advice;
Security Documents	means the Assignment and such documents as may from time to time securing, guaranteeing or supporting the Facility for the benefit of the Bank;
USD	means the lawful currency of the United States of America;
USD Prime	means the prime rate for USD as may be quoted by the Bank from time to time and subject to fluctuation.
CNY	means Renminbi, the lawful currency of the People's Republic of China;
CNY HIBOR	means in respect of a particular interest period and in relation to any advance and/or drawing under the Facilities in CNY, the rate per annum quoted by the Bank from time to time at Reuters (Code: "BCHN") and Bloomberg (Code : "BOCH");
CNY O/D	means an overdraft facility made available to the Borrower under current account(s) denominated in CNY;

2. Availability

2.1 The Borrower acknowledges that the Facility to be made available to the Borrower by the Bank is subject to the sole and absolute discretion of the Bank and may be less than the maximum Facility limit applied for. The Bank will by written notice and/or verbal inform the Borrower whether the application as contemplated in the Application Form is approved or rejected. In the absence of the consent from the Bank, the Borrower may not cancel the Facility once approved and shall be bound by the Terms and Conditions. Particulars of the Facility will be communicated to the Borrower in writing by the Bank issuing to the Borrower a Loan Advice as soon as practicable after the application has been approved by the Bank.

2.2 No Facility will be made available by the Bank nor be utilised by the Borrower unless the Bank has confirmed receipt of all the following condition precedent documents in form and substance satisfactory to the Bank:

(a) the Application Form duly signed by the Borrower;

(b) the pre-approval letter issued by the Insurance Company confirming that the underwriting of the

Insurance Policy has been completed and that the Insurance Company will issue the Insurance Policy upon receipt of the Premium;

(c) evidence showing that save for the portion of Premium which is financed by the Facility, there is sufficient fund for the full payment of Premium in the account(s) of the Borrower maintained with the Bank and that valid authorisation has been given by the Borrower to the Bank to debit funds from such account(s) for the full payment of Premium;

(d) the undated Assignment executed by the Borrower in the Bank's favour together with its notice executed (but undated) by the Borrower and the escrow authorisation as required by the Bank duly executed by the Borrower;

(e) the confirmation from the Insurance Company that it will deliver to the Bank the original Insurance Policy and the acknowledgement to the notice of assignment signed by the Insurance Company promptly upon the issuance of the Insurance Policy; and

(f) Warning notice duly signed by the relevant beneficiary (where applicable);

(g) Consent duly signed by the relevant beneficiary (where applicable);

(h) Confirmation duly signed by relevant the beneficiary (where applicable);

(i) such other documents as required by the Bank.

2.3 Subject to the Borrower's acceptance of and full compliance with the terms and conditions set out in the Application Form, the Loan Advice and the Terms and Conditions and production and where appropriate, execution of all appropriate documentation mentioned in the Terms and Conditions, the Application Form and the Loan Advice to the Bank's satisfaction and payment of all required fees and charges, the Facility set forth in the Application Form and the Loan Advice will be made available to the Borrower for use until such time as the Bank shall notify the Borrower in writing to the contrary.

2.4 In consideration of the Bank agreeing to make the Facility available to the Borrower, the Borrower shall assigns all his rights, titles, benefits and interest in and to the Insurance Policy upon its issuance in favour of the Bank in accordance with the terms of the Assignment.

2.5 The Facility shall be deemed automatically drawn down by the Borrower and/or advanced by the Bank upon the Bank making the initial drawing in the amount equivalent to the O/D Facility Limit under the Facility and crediting the same to the Premium Payment Account or when payment or liability is made or incurred by the Bank under the Facility. For the avoidance of doubt and subject to the Bank's overriding discretion, setting up of credit limits in respect of any overdraft facility or/and any T/L would only be effected on Business Days.

2.6 The Bank reserves the absolute right to (i) reject any application from the Borrower to be provided with or utilize the Facility and (ii) review and make adjustment to the Facility at any time at its sole and absolute discretion.

2.7 The Bank reserves the overriding right to review the Facility on a regular basis and the Facility shall expire forthwith as and when the Bank has given to the Borrower notice of termination, and the Bank reserves the overriding right at its sole and absolute discretion to increase, reduce and/or cancel the Facility or any part or parts thereof at any time to be effective forthwith by notice to the Borrower. In addition, the Bank may decline to honour the Borrower's cheques or payment instructions at any time if payment would result in the total outstanding amount of the Facility (whether actual or contingent) exceeding the O/D Facility Limit calculated in the manner as set out in these Terms and Conditions. For the avoidance of doubt however, the Bank shall not be liable for any losses or other consequences arising as a result of or in connection with any increase, reduction and/or cancellation of the Facility or any part or parts thereof or any dishonouring of cheques or payment instructions as aforementioned.

2.8 The Bank will re-assess the surrender value of the Insurance Policy at any time and from time to time as it considers appropriate. If at anytime the surrender value of the Insurance Policy is less than the amount specified in Loan Advice, the Borrower agrees that it shall upon demand by the Bank immediately provide or procure the same be provided to the Bank an additional cash margin or other security acceptable to the Bank (the "**Additional Security**"). If the Borrower fails to provide to the Bank the Additional Security after demand by the Bank, the Bank shall be entitled to immediately or at such time as the Bank deems fit terminate the Facility, enforce the Security Documents, surrender the Policy and set-off any outstanding amounts upon termination of the Facility and any remaining outstanding shall become immediately due and payable by the Borrower.

2.9 The Borrower warrants, represents and undertakes to the Bank that the initial drawing under the Facility shall be used for financing the partial payment of the Premium and that no part of the Facility granted by the Bank is intended, or will be used, directly or indirectly, for financing the acquisition (whether already made or proposed) by the Borrower or any person whomsoever of any shares in BOC Hong Kong (Holdings) Limited, or for reducing or discharging a liability incurred by the Borrower or any person whomsoever in connection with any such acquisition. In granting the Facility, the Bank rely upon the Borrower's warranty, representation and undertaking herein contained.

3. Interest

3.1 All amounts advanced/drawn under the Facility shall be charged with interest (before as well as after judgment and subject to fluctuation), commission and/or other charges at such rates as specified in the Application Form and the Loan Advice or at such standard rates specified in any schedule of charges published by the Bank from time to time, or such other Exceptional Rates on the reducing balance. The schedule of charges shall be made available to the Borrower at any time upon request. If any Base Rate is below zero, such Base Rate shall be deemed to be zero when calculating the applicable interest rate chargeable on the Facility. In addition, if the applicable interest rate chargeable on the Facility is below zero (after any negative Base Rate has been deemed to be zero), then such applicable interest rate shall be deemed to be zero.

3.2 Unless otherwise specified in the Terms and Conditions, the Application Form or the Loan Advice, interest on the Facility will accrue from day to day and be calculated on the basis of actual number of days elapsed and a 365-day year for HKD or a 360-day year for USD and CNY or according to the market practice as the Bank may from time to time adopt in its absolute discretion and any change to a prime rate shall immediately apply to any interest rate calculated by reference to such prime rate.

3.3 All accrued interest shall be payable on demand, and if no demand is made, shall be paid on the due date of each instalment payable in respect of the Facility or, in the case where the principal sum of the Facility is not payable by periodical instalments, at such interval as the Bank may designate in the Application Form and/or the Loan Advice or according to the Bank's customary practice as may be notified to the Borrower from time to time and if not so paid, the Bank shall have the right to capitalize such unpaid interest as principal advance so that it shall bear interest at the same rate.

3.4 In respect of the O.D in HKD, the Bank shall be entitled to charge the highest of (i) the Original Interest Rate applicable to the Facility; (ii) the overnight HIBOR; or (iii) the Bank's Cost of Funds as may be quoted by the Bank from time to time.

3.5 In respect of the O/D in USD, the Bank shall be entitled to charge the highest of (i) the Original Interest Rate applicable to the Facility; or (ii) the Bank's Cost of Funds as may be quoted by the Bank from time to time.

3.6 In respect of O/D in CNY, the Bank shall be entitled to charge the highest of (i) the Original Interest Rate applicable to such facilities; or (ii) the Bank's Cost of Funds as may be quoted by the Bank from time to time.

3.7 In respect of any O/D, the interest accrued thereon shall be payable on the last calendar day of each month.

3.8 If for any reason whatsoever, interbank offered rates (IBORs) include HIBOR (1) is not available, temporarily or permanently, (2) in the opinion of the Bank ceases to be representative, or (3) in the opinion of the Bank is no longer appropriate for the purposes of calculating interest hereunder, the Bank reserves its absolute right to review and amend the interest rate for the facility(ies) without prior notice. The Lender shall notify the Borrower(s) as soon as the interest rate has been amended.

3.9 If for any reason whatsoever, interbank offered rates (IBORs) include HIBOR or the amended rate as decided by the Bank pursuant to Clause 3.4 (if applicable) does not reflect the cost of funds incurred, interest for the advance shall be charged at interest margin over the Bank’s cost of funds as may be reasonably determined by the Bank solely. The Lender shall notify the Borrower such cost of funds as soon as it has been fixed.

3.10 In respect of T/L, if interest on any such Facilities is charged by reference to a Base Rate plus or minus an interest margin or at a fixed rate, and if for any reason whatsoever, the Base Rate is not available, or if the Bank's Cost of Funds, as determined solely by the Bank, for maintaining such Facilities exceeds the Base Rate or the fixed rate, or if the Bank is unable to obtain deposits to fund such Facilities, the Bank shall be entitled, without limiting the right of the Bank under Clause 3.1 to charge interest, commission or charges at such rates as it may determine from time to time, to charge interest at the Bank's Cost of Funds or the overnight HIBOR/ the overnight CNY HIBOR (whichever is the highest) plus the said interest margin or where interest is charged at a fixed rate, an interest margin determined by the Bank.

3.11 In respect of a T/L, if any interest period would otherwise end on a day which is not a Business Day, it shall end on the immediately succeeding Business Day, if there is one within the same calendar month, and, if not, on the immediately preceding Business Day.

3.12 In the case where the principal sum of the Facilities are not payable by periodical instalments and the Bank designates in the Application Form and/or the Loan Advice that the interest accrued on the Facilities are payable monthly in arrears, the first interest payment date shall be the date in the succeeding month corresponding to the date of the drawdown of the relevant Facilities and thereafter subsequent interest payment dates shall be the corresponding dates in each and every succeeding months provided that no interest payment date shall extend beyond the final maturity date of the relevant Facilities set out

in the Application Form and/or the Loan Advice.

4. Payment

4.1 All payments or repayments made by the Borrower to the Bank are to be made in the currency of the payment or liabilities made or incurred by the Bank under the Application Form and Loan Advice or otherwise in the converted currency if the Bank exercises its rights under Clause 4.4 (the "**Applicable Currency**"), in immediately available funds without set-off or counter-claim and free and clear of and without withholding or deduction of any or all present or future taxes, duties , payments or other charges. In case any payment under the Application Form and/or Loan Advice and/or Security Documents is/are required for such withholding or deduction, it shall be increased to the extent necessary equal to the sum of payment as if no such withholding or deduction has been made. The Borrower shall immediately inform the Bank or pay such sum within the time prescribed. The Borrower shall also within 30 days of making such payment provide documentary evidence to the Bank showing the payment has been made.

4.2 If any change in, or in the interpretation of, any law or regulation or directive or compliance with any law or regulation or directive made after the respective original dates of the Application Form and the Loan Advice:

(a) increases the Bank's cost of making available or maintaining the Facility; or

(b) reduces the amount of any payment receivable by the Bank under the Application Form, the Loan Advice and/or Security Documents,

then the Borrower will pay to the Bank on demand all amounts needed to compensate the Bank therefor.

4.3 No payment to the Bank (whether under any judgment, court order or otherwise) shall discharge the obligation or liability of the Borrower in respect of which it was made unless and until the Bank shall have received payment in full in the Applicable Currency, and to the extent the amount of any such payment shall on actual conversion into the Applicable Currency fall short of such obligation or liability expressed in the Applicable Currency, the Bank shall have a further separate cause of action against the Borrower.

4.4 The Bank hereby expressly reserves the right, at any time at its absolute discretion without giving any reason therefor to the Borrower to: -

(a) convert all or any outstanding indebtedness, liabilities and/or obligations due, owing or incurred by the Borrower under the Facility denominated in the currency specified in the Application Form and the Loan Advice for the Facility into HKD; or

(b) convert all or any outstanding indebtedness, liabilities and/or obligations due, owing or incurred by the Borrower under the Facility denominated in a currency other than that specified in the Application Form and the Loan Advice for the Facility into the currency so specified for the Facility or into HKD, as the Bank may deem fit in its absolute discretion.

The aforesaid conversion shall be at the then prevailing rate of exchange as the Bank may determine conclusively. For the avoidance of doubt, after such conversion, the Bank shall be entitled to re-determine the applicable interest rate for the converted indebtedness, liabilities and/or obligations on the basis that the same are denominated in HKD or (as the case may be) in the currency specified in the Application Form or the Loan Advice for the Facility.

The Bank may also from time to time, without actual conversion, determine the outstanding amount of the Facility by reference to the base currency to which the Facility was originally denominated at the then prevailing rate of exchange as the Bank may determine conclusively. If such outstanding amount under the base currency exceeds the original base currency amount of the Facility, the Bank shall be entitled to request the Borrower to repay such excess amount upon demand in the currency as specified by the Bank.

4.5 Any payment made to the Bank in a currency (the “existing currency”) other than the Applicable Currency may at the Bank's absolute discretion be converted into the Applicable Currency to cover the obligations and liabilities of the Borrower in the existing currency at the then prevailing spot rate of exchange as conclusively determined by the Bank for purchasing the Applicable Currency with the existing currency.

4.6 All payments made by the Borrower to the Bank shall be accepted upon and subject to the Bank’s practice and terms and conditions and where applicable to the rules of any relevant clearing system for the time being and from time to time in force, and shall be deemed not to have been made until such time as the relevant funds have been cleared and received for value by the Bank.

4.7 If a change in any currency of a country occurs and such change relates to the currency or currencies in which the Facility or the transactions contemplated under the Application Form, the Loan Advice are denominated, the Terms and Conditions and the Application Form, the Loan Advice will, to the extent the Bank (acting reasonably) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the relevant interbank market and otherwise to reflect the change in currency.

5. Repayment

5.1 Notwithstanding anything to the contrary contained in the Application Form, the Loan Advice and in the Terms and Conditions, the Bank reserves the overriding right to demand immediate repayment of all the outstanding indebtedness, liabilities and/or obligations (including interest and default interest thereon) due, owing or incurred by the Borrower (actual or contingent) to the Bank under or in respect of the Facility.

5.2 Unless otherwise provided in the Application Form and/or the Loan Advice and/or these General Terms and Conditions or agreed by the Bank in writing, in the case of the T/L being payable by monthly instalments, the first instalment shall be due and payable one month after the drawdown of the relevant Facilities;

5.3 If there is any variation in the interest rate resulting from a change in the Base Rate, the Bank may vary either the amount or number of instalments or both at the Bank's sole discretion and will notify the Borrower subsequently.

5.4 In respect of T/L, where CNY HIBOR or HIBOR is used as the Base Rate and where repayment is required to be made on an interest payment date or a repayment date only.

5.5 Unless it is provided in the Application Form and/or the Loan Advice that the principal of the Facilities is payable by instalments, the principal of the Facilities shall be repaid in full on the final maturity date set out in the Application Form and/or the Loan Advice.

5.6 If the Borrower shall anticipate or experience any difficulty in repaying or servicing the Facility, the Borrower shall inform the Bank as soon as possible.

6. Default interest/charges

6.1 Time shall be of the essence of any payment or repayment to be made by the Borrower.

6.2 the Bank reserves the right to charge default interest (before as well as after judgment) on a day to day basis on any sum which is not paid when due: -

(a) In respect of the O/D in HKD, at (i) the HKD Prime plus the applicable Default Margin, or (ii) the overnight HIBOR, or (iii) the Bank's Cost of Funds, whichever is the highest, provided that the foregoing default rate and method of calculation shall apply irrespective of whether the due but unpaid overdrafts fall within the overdraft limit previously allowed by the Bank or otherwise.

(b) In respect of the O/D in USD, at (i) the USD Prime plus the applicable Default Margin, or (ii) the Bank's Cost of Funds, whichever is the highest. The foregoing default rate and method of calculation shall apply irrespective of whether the due but unpaid overdrafts fall within the overdraft limit previously allowed by the Bank or otherwise.

(c) In respect of the O/D in CNY, at (i) the CNY Prime plus the applicable Default Margin, or (ii) the overnight CNY HIBOR plus the applicable Default Margin, or (iii), the Bank's Cost of Funds, whichever is the highest, provided that the foregoing default rate and method of calculation shall apply irrespective of whether the due but unpaid overdrafts fall within the overdraft limit previously allowed by the Bank or otherwise.

(d) In respect of T/L, at the higher of (i) the applicable Default Margin plus the prime rate for the relevant currency and as may from time to time be quoted by the Bank, and (ii) the Bank's Cost of Funds.

6.3

(a) In respect of the O/D in HKD, the Bank shall have the right to charge default interest at the higher of (i) such default rate and in such method of calculation as set out in Clause 6.2 on any sum which is overdrawn in excess of the applicable pre-agreed overdraft limit, whether such excess is allowed by the Bank in the exercise of its discretion or upon the request of the Borrower or otherwise, or (ii) the Original Interest Rate.

(b) In respect of O/D in USD, the Bank shall have the right to charge default interest at (i) the USD Prime plus 6% per annum, or (ii) the Bank's Cost of Funds, or (iii) the Original Interest Rate applicable to the Facility in USD, whichever is the highest, on any sum which is overdrawn in excess of the applicable pre-agreed overdraft limit, whether such excess is allowed by the Bank in the exercise of its discretion or upon the request of the Borrower or otherwise.

(c) In respect of O/D in CNY, the Bank shall have the right to charge default interest at (i) the CNY Prime plus the applicable Default Margin, or (ii) the overnight CNY HIBOR plus the applicable Default Margin, or (iii) the Bank's Cost of Funds, or (iv) the Original Interest Rate, whichever is the highest, on any sum which is overdrawn in excess of the applicable pre-agreed overdraft limit, whether such excess is allowed by the Bank in the exercise of its discretion or upon the request of the Borrower or otherwise.

6.4 Default interest shall accrue on a day to day basis and be calculated from the date when payment is due up to the date of final payment in full.

6.5 The Bank shall determine in its absolute discretion that it is necessary to instruct lawyers to issue letter of demand to the Borrower or to take any other recovery action against the Borrower after the Borrower has failed to make any payment on its due date, the Bank shall have the right to recover all the legal costs of reasonable amount and reasonably incurred by the Bank and the Borrower shall be obliged to pay such costs to the Bank upon demand.

6.6 For the avoidance of doubt, in case the Original Interest Rate chargeable on the overdue sum shall exceed the default rate specified in Clause 6.2, the Bank shall have the right to continue to apply such Original Interest Rate notwithstanding the sum is overdue.

6.7 The Bank reserves the right to compound default interest at such intervals as it deems fit.

7. Prepayment

7.1 Unless otherwise provided in the Application Form and/or the Loan Advice, prepayment under the Loan Facility(ies) shall be subject to the following conditions:-

(a) where the principal sum of the Loan Facility(ies) is repayable by instalments, all prepayments (whether total or partial) must be paid on an instalment payment date of the Loan Facility(ies), otherwise the Bank shall be entitled to charge interest on the amount to be prepaid up to the next coming instalment payment date;

(b) in respect of Loan Facility(ies) where CNY HIBOR, HIBOR or LIBOR is used as the Base Rate, if a prepayment is not made on an interest payment date or a repayment date, the Borrower shall indemnify the Bank for any break-funding cost which would have been incurred in the amount certified by the Bank;

(c) the Borrower shall give to the Bank at least 1 month's prior notice in writing of the Borrower's intention to prepay whether in whole or in part the outstanding amount of the Loan Facility(ies). Such notice shall be irrevocable once given. If the Borrower fails to give such notice in the prescribed manner, a prepayment fee as may be specified by the Bank from time to time and displayed or posted in the Bank's banking halls shall be payable by the Borrower on or before the prepayment;

(d) any partial prepayment shall be in the minimum sum of HKD10,000.00 or its equivalent in other foreign currencies. In the case of any partial prepayment, the Bank may, at its discretion, vary either the amount of the monthly instalment or the number of future instalments;

(e) amount prepaid shall be subject to the Bank's right of appropriation under Clause 17 below;

(f) any prepayment of the principal of the Loan Facility(ies) shall include all interest accrued thereon and may not be re-borrowed;

(g) all or any sums or liabilities (actual or contingent) payable by the Borrower in connection with the prepaid portion of the Loan Facility(ies) shall be paid or discharged by the Borrower on or before the prepayment; and

(h) due payment of any prepayment charges or fees as may be stipulated in the relevant Application Form and/or the Loan Advice.

8. Termination of the Facility

8.1 Notwithstanding anything contained in the Application Form or the Loan Advice (including any review date stated therein), the Bank reserves the overriding right to :-

(a) review the Facility at any time (if applicable, prior to the review date stated in the Application Form or the Loan Advice) and the Facility shall terminate forthwith (if applicable, even if prior to the said review date) as and when the Bank has given to the Borrower notice of termination; and

(b) increase, reduce and/or cancel the Facility or any part or parts thereof or to vary or amend the terms and conditions thereof at any time at its sole and absolute discretion to be effective forthwith (if applicable, even if prior to the said review date) by notice in writing to the Borrower.

8.2 A renewal fee shall be payable by the Borrower when the Facility or any part or parts thereof are renewed, extended or otherwise revised by the Bank.

9. Set-off and Lien

9.1 In addition and without prejudice to any general banker's lien, right of set-off or similar right to which the Bank may be entitled, the Bank shall have the right and is hereby irrevocably and unconditionally authorized, to the fullest extent permitted by law, from time to time and at any time without prior notice to the Borrower (any such notice being expressly waived):-

(a) to set off and appropriate and apply any credit balance in any of the account(s) and/or deposit(s) of the Borrower (whether in its sole name or jointly with others) in whatever currency

maintained with any of the Bank's branches or sub-branches (whether subject to notice or not and whether matured or not) and/or any of the liability of the Bank (whether actual or contingent) due or owing to the Borrower (whether alone or jointly with others) against or on account of the obligations and liabilities whatsoever of the Borrower (whether actual or contingent, future or existing) due, owing or incurred to the Bank; and

(b) to apply any credit balance in any of the account(s) and/or deposit(s) of the Borrower (whether in its sole name or jointly with others) in whatever currency maintained at any of the Bank's offices or branches or sub-branches (whether the credit balance was originally available in any account maintained with the Bank (formerly known as Po Sang Bank Limited) or any one or more of Bank of China (Hong Kong Branch), The Kwangtung Provincial Bank (Hong Kong Branch), Sin Hua Bank Limited (Hong Kong Branch), The China & South Sea Bank Limited (Hong Kong Branch), Kincheng Banking Corporation (Hong Kong Branch), The China State Bank Limited (Hong Kong Branch), The National Commercial Bank Limited (Hong Kong Branch), The Yien Yieh Commercial Bank Limited (Hong Kong Branch) and Hua Chiao Commercial Bank Limited (collectively the "Merging Banks") prior to the merger of the said Merging Banks on 1st day of October 2001 (the "Date of Merger")) (whether subject to notice or not and whether matured or not) and/or to set off any of the liability of the Bank (whether actual or contingent) due or owing to the Borrower (whether alone or jointly with others) including but not limited to any liability of any one or more of the Merging Banks (whether actual or contingent) which was originally due or owing to the Borrower (whether alone or jointly with others) prior to the Date of Merger, towards satisfaction of or against the Borrower's obligations and liabilities, whether actual or contingent, future or existing, due, or owing or incurred to the Bank, including but not limited to any such obligations and liabilities of the Borrower originally due, owing or incurred to the Bank or any one or more of the Merging Banks prior to the Date of Merger.

The Bank shall notify the Borrower promptly after exercising its rights under this Clause 8.1

9.2 For the purposes aforesaid, the Bank may convert all or any part of the said credit balance or deposit of the Borrower or such liability of the Bank to the Borrower to such other currencies at the applicable rate of exchange quoted and determined by the Bank as may be necessary.

9.3 If any sum is due but unpaid under the Facility and/or the Terms and Conditions, the Bank may at any time without further reference to the Borrower, retain all or any securities, valuables or any other property whatever and wherever situate which may be deposited with or otherwise held by the Bank for or in the name of the Borrower whether for safe custody or otherwise and sell the same or any part thereof at such price as the Bank shall determine whether by public auction, private treaty or tender and the Bank may engage such agent or broker therefor and apply the proceeds thereof in satisfaction of any or all sums owing under the Facility and/or the Terms and Conditions after first deducting all costs and expenses of reasonable amount and reasonably incurred by the Bank and the Bank shall not be liable for any loss arising from the sale or other disposition of any such securities, valuables or other property unless caused by the negligence or wilful misconduct of the Bank.

9.4 The rights herein conferred on the Bank are in addition and without prejudice to any rights conferred on the Bank under any Security Documents at any time and from time to time held by the Bank.

10. Authorization to debit account(s)

The Bank shall be entitled to debit at any time and from time to time all or any of the interests, fees, charges, commissions, costs, expenses and other sums due and payable by the Borrower in respect of the Facility to any of the account(s) of the Borrower without prior notice to the Borrower. Such sums shall be deemed duly drawn or overdrawn from the account(s) by the Borrower.

11. Debt Collection

The Bank shall be entitled to employ debt collecting agent(s) to collect any sum due but unpaid by the Borrower under the Facility. The Borrower agrees, and acknowledges that the Borrower has been warned, that the Borrower shall indemnify and keep the Bank indemnified on a full indemnity basis against all costs and expenses of reasonable amount which the Bank may reasonably incur in the employment of debt collecting agent(s). The Bank shall be entitled to disclose to such debt collecting agent(s) any or all information relating to the Borrower, the Facility, the Application Form or the Loan Advice.

12. Assignment

The Bank may at any time, without consent of or notice to the Borrower, assign or transfer to any party all or any of its rights, benefits, obligations and liabilities under the Facility and the Terms and Conditions and the related collateral securities and support documents provided that the Borrower, at any time of such assignment or transfer, will not be liable to pay any greater amount than the Borrower would have been liable to pay had no assignment or transfer been made. The Borrower may not assign or transfer any of its rights, benefits, obligations and/or liabilities under the Facility and/or the Terms and Conditions to any party except with the prior written consent of the Bank.

13. Representations, warranties and undertakings

13.1 The Borrower makes the following representations and warranties to the Bank on the respective dates of its execution of the relevant Application Form and the Loan Advice :-

(a) it has the power and authority and the legal capacity to perform and observe its obligations under the Application Form, the Loan Advice, the Terms and Conditions, the Security Documents and any other ancillary documents executed in the Bank's favour;

(b) the Terms and Conditions, the Application Form, the Loan Advice, the Security Documents (if applicable) and any other ancillary documents constitute valid and legally binding obligations of the Borrower in accordance with their terms;

(c) it is not in default of any payment of any principal of or interest on any indebtedness for borrowed money and is not in breach of or in default under any other provision of any indenture, deed of trusts, agreement or other instrument to which it is a party and under or subject to which any such indebtedness for borrowed money has been issued and is outstanding and no event, condition or act which with the giving of notice or lapse of time, or both, would constitute an event of default under any such indenture, deed of trust, agreement or other instrument has occurred or is continuing which has not been properly waived or remedied thereunder;

(d) the entry into and performance by it of, and the transactions contemplated by, the Terms and Conditions, the relevant Application Form, the Loan Advice, the Security Documents (if applicable) and any other ancillary documents, do not and will not conflict with any law or regulation applicable to the Borrower, or any agreement, or instrument binding on the Borrower or any of the Borrower's assets;

(e) all information provided by the Borrower was true, complete and accurate in all material respects as at the date it was given or as at the date (if any) at which it is stated and was not misleading in any respect;

(f) it is not subject to any existing litigation or arbitration or administrative proceeding or petition for bankruptcy before any court, tribunal, arbitrator or governmental authority and is not pending any litigation or arbitration or administrative proceeding or petition for bankruptcy and it has no knowledge of (having made all reasonable enquiries) any litigation, arbitration or administrative proceeding or petition for bankruptcy threatened against the Borrower, or any of its properties or assets, which might, in each case, which could result in a material adverse change or effect on the business, assets or condition (financial or otherwise) or prospects of the Borrower;

(g) no Event of Default has occurred, or will occur as a result of execution of the Application Form, the Loan Advice, the Security Documents and other ancillary documents and/or utilizing any of the Facility, which has not been duly remedied or waived under the Application Form, the Loan Advice and/or the Term and Conditions;

(h) the above representations and warranties shall continue in full force and effect by reference to the facts and circumstances then existing whilst any part of the advances under the Facility remain outstanding; and

(i) the above representations and warranties shall be repeated and deemed to be made by the Borrower , where applicable, on each advance or drawing of the Facility and on each interest payment date, in each case by reference to the facts and circumstances then existing.

13.2 The Borrower undertakes with the Bank that it will, if applicable:

(a) promptly notify the Bank in writing on becoming aware of the occurrence of any Event of Default or prospective Event of Default or any other events or circumstances which might materially and/or adversely affect the Borrower's operations, prospects, business or condition (financial or otherwise) or the Borrower's ability to perform its obligations hereunder and under the Application Form, the Loan Advice, other Security Document(s) or any other ancillary documents;

(b) promptly and duly pay or cause to be paid all taxes, duties and other governmental charges imposed upon the Borrower;

(c) without prejudice to Clause 2.8 of the Facility Terms and Conditions, from time to time (including in

respect to the net exposure of one or more transactions under the Facility) upon the demand of the Bank provide or procure to be provided to the Bank further cash or security acceptable to the Bank having current market value of not less than the then outstanding Facility and/or the net exposure thereunder;

(d) ensure that the Borrower's obligations hereunder and under the Application Form and the Loan Advice, whether actual or contingent, are not subordinated to, and that they will at all times rank at least pari passu in priority of payment and in all other respects with any other of the Borrower's unsecured obligations, except to the extent that such obligations are preferred solely by operation of law;comply in all respects with all laws and regulations to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under the Facility and Security Documents to which the Borrower is a party;

(f) promptly notify the Bank in writing of any change of the Borrower's particulars or the particulars of any third party security provider(s) in respect of the Borrower's liabilities including without limitation its/their address(es) and/or telephone number(s) and/or facsimile number(s); and

(g) promptly supply or procure to be supplied to the Bank such other documents or information required by the Bank from time to time.

14. Events of Default

14.1 Without prejudice to the other provisions herein, all amounts (including principal and interest) due or owing by the Borrower to the Bank shall, without any demand, become immediately due and payable by the Borrower and the Bank shall not be required to make any further advances under the Facility upon the occurrence of any of the following events of default :-

(a) the Borrower's failure to pay any principal, interest, charges or other costs and expenses payable to the Bank in connection with the Facility on the due date;

(b) the Borrower's failure for any reason whatsoever to discharge promptly any obligations in respect of the Facility or to comply with any undertakings (affirmative or negative) or covenants to the Bank howsoever and whenever arising;

(c) the Borrower's failure to pay any money, debts and liabilities owing or incurred, due but unpaid to the Bank in any manner howsoever or on any account whether as principal or surety and whether alone or jointly with any other person, firm or corporation;

(d) any of the representations, warranties, undertakings or statements of any Obligors under the Application Form and/or the Loan Advice and/or the Terms and Conditions and/or the Security Documents and any other ancillary documents or any information or document delivered by any Obligors to the Bank is incorrect or misleading in any material respect;

(e) any distress, attachment, sequestion, execution or other legal process is levied, enforced or sued out on or against the assets of any Obligors ;

(f) an event occurs which, in the opinion of the Bank, will have a material adverse change in or effect on the business, assets condition (financial or otherwise) or prospects of any Obligors or affect or prevent the ability of any Obligors to perform its/their obligations under the Application Form and/or the Loan Advice and/or the Security Documents;

(g) a payment default occurs under the provisions of any agreement or instrument evidencing or securing any financial indebtedness of any Obligors or any such financial indebtedness becomes payable or capable of being declared payable before its stated maturity and is not paid when due;

(h) a petition is presented or proceedings are commenced or an order is made or an effective resolution is passed for the Borrower's or relevant party(ies)' bankruptcy or winding of any Obligors or for the appointment of a liquidator, receiver, official administrator or similar officer in respect of the any Obligors or all or any part of its/their business or assets or if any Obligors otherwise becomes insolvent or bankrupt under any court of law;

(i) without prejudice to paragraph (a) above, failure of any Obligors to comply with any provision contained in the Terms and Conditions, the Application Form, the Loan Advice and/or the Security Documents and any other ancillary documents which is not capable of remedy or, if can be remedied, has not been remedied within seven days of the earlier of notice from the Bank requiring its remedy or any Obligors becoming aware of the failure to comply;;

(j) any governmental, tax, monetary or other approval required by any Obligors in connection with the Facility is withdrawn or revised in a way prejudicial to the interest of the Bank under the Facility, the Terms and Conditions, the Application Form, the Loan Advice or any Security Documents or any ancillary documents;

(k) any event occurs which constitutes or, with the passing of time or the giving of notice or both, would constitute an event of default under any other agreement to which the Borrower or the relevant party(ies) is a party;

(l) any present or future security on or over the assets of any Obligors becomes enforceable;
(m) it becomes unlawful for any Obligors to perform any of its obligations the Terms and Conditions, the Application Form, the Loan Advice, any Security Document or any other ancillary documents is/are not or ceases to be in full force and effect; and
(n) the occurrence of any event which under the law of any relevant jurisdiction, has an analogous or equivalent effect to any event mentioned in this Clause 13.1.

15. Liability of the Bank

15.1 The Bank shall not be liable for any loss or damage suffered by the Borrower or any other person as a result of :-

(a) the withdrawal or suspension of any transaction of the Borrower or for any failure to effect or execute any of the order or instruction from the Borrower whether it is attributable, either directly or indirectly, to any circumstances or events outside the control of the Bank; and/or
(b) any mechanical, electronic or other failure, malfunction, interruption, inaccuracy or inadequacy of the Bank's telecommunication and computer system or other equipment or its installation or operation; any incomplete or erroneous transmission of any instruction or order of the Borrower or any error in the execution of any such instruction or order (except gross negligence or wilful misconduct of the Bank's authorized officers) nor for any delay, loss (including loss of profit or any economic loss), expenses or damages whatsoever incurred or suffered by the Borrower as a result thereof; and/or
(c) any delay, interruption or suspension howsoever caused by any third party, including but not limited to service providers or equipment suppliers, which interferes with, affects or disrupts the performance of the Bank hereunder.
(d) any instruction / notice given by the Borrower through telephone, facsimile or electronic mail having been acted upon by the Bank.

15.2 The Borrower understands that in no circumstances is the Bank obliged to grant the Facility to the Borrower or liable to loan out the Facility or any part thereof to meet the due date(s) for payment of the Premium for the Borrower, for any loss suffered by the Borrower and for any penalty, surcharge or interest (however so called) imposed on the Borrower as a result of failure thereof. The Borrower is therefore advised to prepare sufficient funds for the full payment of the Premium. The Borrower agrees to indemnify the Bank in full against any penalty, surcharge or interest imposed on the Borrower as a result of any delay of the Bank and any losses, damages, claims, actions, costs (including legal costs on full indemnity basis) or liabilities arising out of or in connection with the Bank's performance of its obligations pursuant to the Terms and Condition**s.**