

**Terms and Conditions for Term Loan Facility for financing subscription of new issue shares/warrants/bonds/unit trust/investment funds or other exchange-traded instruments**

**Important notice:** *This sets out the terms and conditions upon which Bank of China (Hong Kong) Limited would provide loan facility to you. You shall read and understand the terms and conditions carefully before accepting the facility and if considered necessary, seek independent legal advice.*

We, Bank of China (Hong Kong) Limited (the “Lender”), may from time to time and at any time at our absolute and unfettered discretion grant you (the “Borrower”), short term loan facility up to such extent and for such period as we deem fit to finance your subscription of new issue shares/warrants/bonds/unit trust/investment funds or other exchange-traded instruments. This sets out the Terms and Conditions that are applicable to the application for subscription made by you (the “**Application**”) and each specific short term loan facility granted to you.

1. Facility : The term loan facility to be granted to the Borrower shall be of such amount in Hong Kong Dollars as the Lender may from time to time and at any time at its absolute and unfettered discretion approved and set out in the Application (the “**Facility**”).
2. Purpose : To finance up to a maximum of 90% (or such lower percentage as the Lender shall at its absolute discretion deem fit) of the amount payable by the Borrower to the Lender in relation to the Application to be made on behalf of the Borrower in the name of the Lender's nominee for subscription of a particular new issue share/warrant/bond/unit trust/investment fund or other exchange-traded instrument (the “**Shares**”).

The Borrower declares that all the loan proceeds of the Facility shall be applied solely for the purpose of financing the Application and the Lender shall be entitled to all such loan proceeds unless and until the same (or any part thereof) has been utilised for the purpose of the Application.

3. Interest : The rate of interest applicable to drawdown under the Facility shall be set out in the Application as approved by the Lender. The Lender shall be entitled to vary the basis of calculation of the interest rate upon 30 days' written notice to the Borrower.

All interest shall accrue on the daily outstanding principal balance of the Drawing (as defined below) at the applicable rate to be set out in the Application as approved by the Lender from day to day on the basis of the actual number of days elapsed in a 365-day year and be payable in arrears on the Repayment Date or a later date which the Lender shall determine at its absolute discretion in the event of any postponement or withdrawal of the listing of the Shares.

A certificate by the Lender as to the rate of interest and the amount of principal, interest or other sums (including all applicable fees and expenses) payable by the Borrower from time to time shall, save for manifest error, be conclusive and binding on the Borrower. Expressions of such rate (and the interest so calculated according thereto) or amount in documents other than the Application and these Terms and Conditions are not binding on the Lender and are solely for reference only.

4. Availability of Facility : Subject to the compliance of all conditions precedent hereinafter mentioned as well as those set out in the Application and the due receipt of the balance of the amount required for the purpose of the Application less the amount of the particular Facility by the Lender from the Borrower in immediately available funds on or before 4:00 p.m. on the immediate preceding Banking Day (as defined below) prior to the date as determined in accordance with

the terms of the prospectus (the "**Prospectus**") in respect of the relevant new issue of shares, warrants, bonds, unit trust or investment funds or other exchange-traded instruments to be the "latest time for lodging application" (the "**Deadline**"), the Borrower shall be deemed to have given a drawdown notice requesting for a lump sum drawing (the "**Drawing**") for the full amount of the particular Facility to be effected on the Deadline and the Lender is irrevocably authorised to apply the whole of the proceeds of the Drawing in such manner as it may deem necessary for the purpose of its making payment under the Application before 12:00 noon on that same day. The Application will be irrevocable once given.

For the purpose of these Terms and Conditions, "**Banking Day**" means a day on which commercial banks in Hong Kong are open for business, but always excluding Saturdays and Sundays.

5. Expiry of the Facility : The Lender reserves the overriding right to review the Facility on a regular basis as determined in the absolute discretion of the Lender and the Facility will expire forthwith even prior to the review date without prior notice to the Borrower.
6. Repayment : The principal amount of the Drawing (together with all accrued interest and other sums owing by the Borrower hereunder) shall be repaid in one lump sum by the Borrower on the Repayment Date in the Application or a later date which the Lender shall determine at its absolute discretion in the event of any postponement or withdrawal of the listing of the Shares. Should the Borrower experience any difficulty in repaying or servicing any of the term loans granted hereunder, the Borrower shall inform the Lender as soon as possible.
7. Conditions Precedent : For the Drawing, the Lender shall have received and found satisfactory each of the following :
  - (a) This Application duly submitted by the Borrower and acknowledged by the Lender in acceptance.
  - (b) All documents required to be signed by the Borrower in relation to the Application, which documents to be in such form and of such substance as may be prescribed by the Lender (the "**Application Documents**").
  - (c) The Up-front Payment stated in the Application in immediate available funds and deposited into the account specified therein
8. Additional Securities : The Borrower hereby undertakes the followings to the Lender:
  - (a) prior to the listing of the Shares, the Facility shall not in any event exceed 90% or such other lower percentage of the total amount payable on Application as determined by the Lender from time to time (the "**Prior Listing Threshold**"). If at any time the Facility exceeds the Prior Listing Threshold, the Borrower shall upon demand make immediate partial repayment or provide or procure to provide such securities or collateral acceptable to the Lender in order to ensure that the Facility does not exceed the Prior Listing Threshold. If repayment or securities or collateral are not provided after the demand and before the commencement of the trading of the Shares on the relevant exchange, all amounts advanced under the Facility and all interest accrued thereon will become immediately due and repayable; and
  - (b) after the listing of the Shares, the Facility shall not in any event exceed 90% or such other lower percentage of the current market value of the Shares as determined by the Lender from time to time (the "**After Listing Threshold**"). If at any time the Facility exceeds the After Listing Threshold, the Borrower shall upon demand make immediate partial repayment or to provide or procure to

provide such securities or collateral acceptable to the Lender in order to ensure that the Facility does not exceed the After Listing Threshold. If repayment or securities or collateral are not provided within the time specified by the Lender, all amounts advanced under the Facility and all interest accrued thereon will become immediately due and repayable and the Lender shall be entitled at any time without notice to the Borrower (any notice being expressly waived) to dispose of the Shares or any part thereof at any time and at such price as the Lender shall determine.

9. Other Conditions : The Lender reserves the overriding right at its sole and absolute discretion to 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 to be effective forthwith (if applicable, even if prior to review date) without prior notice to the Borrower.
10. Representations and Warranties : The Borrower hereby makes the following representations and warranties to the Lender:
- (a) the Borrower has the legal capacity to perform and observe all these Terms and Conditions;
  - (b) these Terms and Conditions constitute (or when accepted will constitute) valid and legally binding obligations of the Borrower in accordance with the terms;
  - (c) the Borrower is not in default in the 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) no litigation, arbitration or administrative proceeding or notice of petition for bankruptcy before or of any court, tribunal arbitrator or governmental authority is presently taking place, pending or to its knowledge (having made all reasonable enquiries) threatened against the Borrower, or any of its properties or assets, which could result in a material adverse change in the business, assets or condition of the Borrower;
  - (e) the Borrower does not have any relationship with the Lender's directors or employees. If the Facility is secured by any guarantee(s) or securities provided by any third party (the "Security Provider"), it also represents that none of the Security Provider is so related. It further agrees and undertakes that if the foregoing is not true and correct or it or any Security Provider becomes related with the Lender's directors or employees, it will promptly notify the Lender in writing. The Borrower confirms that it is not one of the following persons or their relatives: director/supervisor/chief executive/senior management and key staff/chairman of committee/head of department/head of branch/lending officer/controller (holding 5% or more shareholding along or together with associates who are controllers) of BOCHK or Bank of China Ltd (including their subsidiaries and branches) or BOCHK's subsidiaries, affiliates and other entities over which BOCHK is able to exert control or controller/minority shareholder controller/director/senior management and key staff of such subsidiaries, affiliates and other entities or being any firm, partnership or non-listed company which any of the aforesaid persons or their relatives is/are able to control; and
  - (f) 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 remains outstanding and shall be repeated, where

not inapplicable, on the drawdown of the Facility.

11. Affirmative Undertakings : The Borrower undertakes with the Lender that it will:
- (a) on becoming aware of the occurrence of any events of default as set out in Clause 14 below ("Events of Default", each of them an "Event of Default") or prospective Events of Default or any other events or circumstances which might materially and/or adversely affect the Borrower's ability to perform its obligations hereunder or the Application Document(s), promptly notify the Lender of the same;
  - (b) promptly and duly pay or cause to be paid all taxes, duties and other governmental charges imposed upon the Borrower;
  - (c) ensure that the Borrower's obligations hereunder, 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; and
  - (d) promptly supply or procure to be supplied to the Lender such other documents or informations required by the Lender from time to time.
12. Negative Undertakings : The Borrower further undertakes with the Lender that the Borrower will not, unless the Lender otherwise expressly agrees in writing:
- (a) create, incur or suffer or permit to exist any charge upon any of the Borrower's property, assets, revenues and rights, present or future, except in favour of the Lender; and
  - (b) make loans, advance moneys, grant credit to or guarantee or indemnify the liability of any person, firm or company.
13. Instruction to apply: : The Borrower hereby
- (a) expressly authorizes and instructs the Lender, whether in its own name or in the name of Bank of China (Hong Kong) Nominees Limited ("**BOC (HK) Nominee**") as its nominee, to apply on its behalf for the Shares/ on such terms and conditions set out in the Prospectus.
  - (b) declares and warrants that the Application is the only application made and the only application intended by the Borrower to be made, to benefit it or the person for whose benefit the Borrower is applying and the Application will not, whether singly or in conjunction with other instruction which the Borrower may give to the Lender or any other party, constitute multiple applications in breach of the Rules of the Stock Exchange of Hong Kong Limited. The Borrower understands that this declaration/warranty will be relied upon by the Lender and BOC (HK) Nominee in making the Application to the said issuer incorporating a similar declaration/warranty which in turn will be relied upon by the issuer in deciding whether or not to make any allotment of the Shares in response to the Application.
  - (c) agrees and confirms the application to the Lender for the Facility to finance the Application on the terms as set out herein.
  - (d) undertakes to provide the Lender with sufficient immediate available funds (excluding any amount to be financed by the Lender), the breakdown of which is set out in the Application, which shall include the Deposit Amount, the Facility Fee and Charges for the purpose of the Application before the Deadline and to pay on demand all brokerage, charges, commission, fees and expenses (the "**Charges**") which may be charged or incurred by the Lender or

BOC (HK) Nominee for or in relation to the Application or the nominee arrangement set out in Clause 13(h) below.

- (e) irrevocably authorizes, directs and instructs the Lender to debit its account maintained with the Lender, particulars of which are set out in the Application for the Up-front Payment on or before the Deadline. In case the said account is a current account, the Borrower further agrees and authorises you to debit its said current account notwithstanding that to do so may result in an overdraft or an increase of the overdraft on the said current account provided that the Lender is entitled at its sole and absolute discretion not to make such debits or honour such payments should the said current account fails to have the immediately available funds or overdraft facility.
- (f) further authorizes and instructs the Lender or, as the case may be, BOC (HK) Nominee to receive, appropriate and apply, upon receipt but after deduction of the Charges, all sums received by any of them as refund in respect of the Application towards discharge of the whole or, as the case may be, part of the indebtedness (whether principal, interest or otherwise) owing by it under the Facility provided or to be provided by the Lender to it in connection with the Application provided that, in the case of any surplus (the "Surplus"), the Lender or, as the case may be, BOC (HK) Nominee shall pay the same to the Borrower into its account with the Lender as may be previously designated by it or in such other manner as it may have agreed with the Lender or BOC (HK) Nominee. Without prejudice to the foregoing, the Lender or, as the case may be, BOC (HK) Nominee, may (but not obliged to) pay the Surplus to the Borrower in the manner aforesaid before receiving immediate available funds as refund in respect of the Application, and in such event, the Borrower shall indemnify and pay the Lender and/or BOC (HK) Nominee on demand all or any charges and expenses (on a full indemnity basis) of reasonable amount and reasonably incurred as a result of or in connection with such payment of the Surplus to the Borrower (including without limitation, the refund cheque being dishonoured upon presentation, and in which event, the Lender and/or BOC (HK) Nominee shall have a separate cause of action against the Borrower as if such refund cheque had not been received and such discharge of the indebtedness had not occurred).
- (g) agrees and declares that, pending any full and absolute discharge of the indebtedness owing by the Borrower under the Facility (including without limitation by way of the refund cheque being duly honoured upon presentation), all sums as refund in respect of the Application, if received by the Borrower or BOC (HK) Nominee, shall be held on trust for the Lender.
- (h) confirms that subject to any contrary agreement contained in any document relating to the Facility, all the Shares issued as a result of the Application shall be held by the Lender or, as the case may be, BOC (HK) Nominee as its nominee and it hereby undertakes to sign and execute all such documents as may be prescribed by the Lender or BOC (HK) Nominee for such purpose.
- (i) for the avoidance of doubt and for so long as there remains any sum to be lent to or payable by the Borrower under the Facility, authorises the Lender and BOC (HK) Nominee to disregard any of its instructions and authorisation relating to any of the Shares issued as a result of the Application and confirm that the Lender and BOC (HK) Nominee may act in accordance with the terms and conditions contained in any document relating to the Facility.
- (j) accepts that the records of the Lender regarding the extent of success of the Application shall be absolutely binding and conclusive against it and neither the Lender nor BOC (HK) Nominee shall have any liability towards it if the Application is wholly or partially unsuccessful except by reason of any wilful misconduct or gross negligence on the part of any officers of the Lender or

BOC (HK) Nominee.

- (k) acknowledges that the Facility to be advanced by the Lender is subject to the sole and absolute discretion of the Lender. In the absence of written consent from the Lender, the Borrower agrees and undertakes that it will not cancel the Application once it has submitted it and it shall be bound by these terms and conditions herein. It understands that if cancellation is allowed (which is at the Lender's absolute discretion), it shall pay all costs and expenses charged by the Lender in connection with such cancellation.
- (l) acknowledges that, notwithstanding anything to the contrary stated herein, the Lender reserves the overriding right at its absolute discretion at any time and without giving any reason or compensation after approving and accepting the grant of the Facility, to cancel all or any part of the Facility or demand immediate repayment of all or any part of outstanding indebtedness, liabilities and obligations (including interest and default interest) due, owing to or incurred by the Lender (whether actual or contingent) under or in respect of the Facility.

14. Events of Default : All amounts advanced under the Facility will become immediately due and repayable in any of the following events:

- (a) the Borrower fails to pay any principal, interest or other costs and expenses payable to the Lender hereunder on the due date; or
- (b) the Borrower for any reason whatsoever fails promptly to discharge any obligation hereunder to the Lender or be in breach of any undertakings (affirmative or negative) hereunder however and whenever arising; or
- (c) any representation or warranty by the Borrower hereunder or any information or document delivered by the Borrower to the Lender is shown to have been incorrect or misleading in any material respect when made or given; or
- (d) the Borrower fails to perform any obligations on its part contained herein which is not capable of remedy or, if can be remedied, has not been remedied within seven days after notice from the Lender requiring its remedy or such further time as may be reasonable in the event that remedy within seven days is impossible; or
- (e) any governmental, tax, monetary or other approval required for the Borrower and the Application is withdrawn or is changed in a way prejudicial to the Lender; or
- (f) 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 is a party and which would have, in the opinion of the Lender, a material adverse effect on the ability of the Borrower to perform its obligations hereunder; or
- (g) a receiver is appointed of any assets or property of the Borrower or an order is made for the bankrupt of the Borrower or if the Borrower otherwise becomes insolvent or bankrupt under any court of law; or
- (h) a distress, attachment, execution of other legal process is levied, enforced or sued out on or against the assets of the Borrower and in the opinion of the Lender such event has or could have a material adverse effect on the Borrower; or
- (i) any present or future security on or over the assets of the Borrower becomes enforceable and in the opinion of the Lender such event has or could have a

material adverse effect on the Borrower; or

- (j) there occurs, in the opinion of the Lender, a material adverse change in the financial position of the Borrower which would prevent the Borrower from performing in any material respect its obligations hereunder; or
- (k) any one or more of the Application Documents not in full force and effect.

If any of the Events of Default has occurred, then the Lender may by notice of any form to the Borrower declare that an Event of Default has occurred and that the advances under the Facility and all interest accrued thereon has become immediately due and payable whereupon:-

- (a) the Lender shall not be required to make any further advances under the Facility; and
- (b) all amounts outstanding under the Facility shall immediately become due and payable.

15. Currency and Payment : All payments to be made by the Borrower to the Lender hereunder shall be made in Hong Kong Dollars in immediately available and freely transferable funds to such account as the Lender shall specify on the relevant due date.

If the Repayment Date or any other date on which a payment is due from the Borrower to the Lender hereunder shall not be a Banking Day, it shall instead fall on the immediate succeeding Banking Day.

16. Default Interest : (a) The Borrower shall pay default interest (where before or after judgment) on all overdue sums at the rate of **6% per annum** plus (i) the prime lending rate for Hong Kong dollars as quoted and determined by the Lender; (ii) the over-night inter bank offered rate for Hong Kong dollars; or (iii) the Lender's cost of fund, whichever is the highest.
- (b) Default interest shall accrue and be calculated from the date when the relevant payment was due to the date of its final payment in full on a day to day basis.
- (c) In addition to the default interest mentioned above, the Lender reserves the right to charge the Borrower an administration fee of HKD500.00 whenever the Borrower fails to make any instalment payment on its due date, in order to cover the administrative costs incurred by the Lender as a result of such failure.

17. Waivers and Rights Cumulative : No delay or omission on the part of the Lender in exercising any right, power, privilege or remedy hereunder or in respect of any of the Application Documents shall impair such right, power, privilege or remedy, or be construed as a waiver of it, nor shall any single or partial exercise of any such right, power, privilege or remedy preclude any further exercise of it or the exercise of any other right, power, privilege or remedy. The rights, powers, privileges and remedies provided hereunder and the Application Documents are cumulative and not exclusive of any rights, powers, privileges or remedies provided by law.

18. Set Off : (a) In addition and without prejudice to any general or banker's lien, right of set-off or similar right to which the Lender may be entitled, the Lender shall have the right and are authorised from time to time and at any time without notice to the Borrower (any such notice being expressly waive) to set-off and appropriate and apply any credit balance on any of the Borrower's accounts (whether subject to notice or not and whether matured or not) with the Lender and/or any other money at any time held or owing by the Lender or its nominee (in whatever capacity) to or for the credit or account of the Borrower,

and/or to which the Borrower is beneficially entitled, against or on account of the Borrower's obligations and liabilities hereunder, whether actual or contingent.

(b) Where such combination, set-off or transfer requires the conversion of one currency into another (whether by one or multiple transaction(s), after such combination, set-off or transfer or otherwise), such conversion shall be calculated at the Lender's then prevailing spot rate of exchange (as conclusively determined by the Lender) for purchasing the currency in which the moneys, obligations or liabilities were due owing or incurred with the existing currency so converted.

19. Taxation : All amounts payable hereunder shall be paid free and clear of all taxes, withholdings and any other deduction whatsoever.

20. Fee and Expenses : The Borrower shall pay a facility fee of such amount as set out in the Application to the Lender on the Drawdown Date. The Borrower shall on demand pay all out-of-pocket expenses (whether legal or otherwise) incurred by the Lender in relation to the negotiation of the Facility and the preparation of the relevant documents on a full indemnity basis.

The Borrower shall on demand pay all legal fees and expenses and all other out-of-pocket costs and expenses (including taxes thereon) incurred by the Lender in the administration of, or in preserving, protecting or enforcing any of its rights hereunder on a full indemnity basis.

The Borrower shall promptly pay all stamp and other like duties and taxes and all notarial, registration, recording and other like fees to which any of the Application Documents may be subject and shall indemnify on a full indemnity basis the Lender against any and all liabilities, costs, claims and expenses with respect to or resulting from any delay or omission in paying such duties, taxes or fees.

The Lender reserves the right to charge commitment fee on the Facility on such rate as determined at the absolute discretion of the Lender by giving 30 days' prior notice to the Borrower.

21. Severability : Any provision herein which is or declared by any court or tribunal of competent jurisdiction to be illegal, invalid or unenforceable in any respect under the applicable law shall be severed therefrom to the maximum extent permissible by the applicable law without in any manner affecting the legality, validity or enforceability of the remaining provisions, all of which shall continue in full effect.

22. Debt Collection : The Lender shall be entitled to employ debt collecting agent(s) to collect any sum due but unpaid by the Borrower. The Borrower is hereby warned that the Borrower shall indemnify and keep the Lender indemnified on a full indemnity basis against all costs and expenses which the Lender may incur in the employment of debt collecting agent(s). The Lender shall be entitled to disclose to such debt collecting agent(s) any or all information relating to the Borrower or the Facility.

23. Right to withdraw Facility : Notwithstanding anything to the contrary stated herein or shown elsewhere, the Lender reserves the overriding right at its absolute discretion at any time and without giving any reason or compensation or prior notice, whether the Facility has been granted or not in respect of the Application, to cancel or to reject the Facility for the Application or demand immediate repayment of all outstanding indebtedness, liabilities and obligations due owing or incurred by the Lender under or in respect of the Facility.

24. Indemnity : The Borrower shall indemnify the Lender 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 Lender may suffer, incur or sustain, whether actual or contingent, by reason of or in maintaining or enforcing the Facilities granted to the Borrower unless caused by the negligence or wilful default of the Lender.

25. Appropriation : The Borrower hereby irrevocably waives any right or power which it may have of appropriation and the Lender 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 Lender by or otherwise coming into the Lender's possession or control from the Borrower in or towards discharging whichever part or parts of liabilities of the Borrower to the Lender as the Lender shall think fit. Any such appropriation shall override any purported appropriation by the Borrower.
26. Authorization to debit account(s) : The Lender 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.
27. Assignment and Transfer : The Lender 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 these Terms and Conditions and the related collateral securities 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 Lender may, and is hereby authorized to, disclose to any actual or potential assignee or transferee such information about the Borrower, the Application or anything in respect of the Facility as the Lender shall consider appropriate. The Borrower may not assign or transfer any of its rights, benefits, obligations and/or liabilities under the Facility and/or these terms and conditions to any party except with the prior written consent of the Lender.
28. Disclosure of Information: : The Borrower agrees that it is necessary to supply the Lender with data/information related to the Borrower (including for the purpose of this subclause, that of any party/ies or individual(s) who is/are related to a corporate borrower in whatever capacity ) or any information as required by the Lender for assessing the grant, revision and renewal of the Facility. The Borrower ( which for this clause refers to itself in the case of an incorporated entity and its capacity as the duly authorised agent acting on behalf of the relevant party/ies and individual(s) including but not limited to the Borrower's holding companies, subsidiaries, affiliates, shareholders, directors and authorized persons, all these parties and individuals are hereinafter collectively referred as the "Related Parties" ) authorize the Lender to use the data/information of the Borrower and the Related Parties for the purposes set out in the Lender's Conditions for Services ( the "Conditions" ) ( provided that in the case of an individual, such use will be subject to the Data Policy Notice issued and/or revised by the Lender from time to time ( the "Notice" ), and the contents and the receipt of which are hereby acknowledged by the Borrower) and notes that data/information held by the Lender will be kept confidential but permits the Lender to provide such data/information to the parties referred to in the Conditions or listed in the Notice (as the case may be) or other persons including but not limited to credit reference agencies or any subsequent chargee, mortgagee or encumbrancer in respect of securities held by the Lender for the Facility or in compliance with any laws, regulations or directions binding on or observed by the Lender or any of its branches, subsidiaries and holding company and the branches, subsidiaries and affiliates of the holding company. The Borrower further authorizes the Lender to contact any of the employers of the Borrower (if applicable), Lender, 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 Lender for checking purposes. The Lender 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 also consents to the data/information being transferred to another jurisdiction outside Hong Kong.

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

The Borrower agrees that the Lender may provide the following information to all or any guarantor(s) or provider(s) of security (the "Relevant Party(ies)") in respect of any Facility extended by the Lender to the Borrower:-

- (i) a copy of the contract evidencing the obligations to be guaranteed or secured by the Relevant Party(ies) or a summary thereof;
- (ii) a copy of any formal demand for overdue payment served on the Borrower from time to time; and
- (iii) a copy of the latest statement of accounts provided to the Borrower from time to time on request by the Relevant Party(ies).

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

- the Borrower's data may be supplied to a credit reference agency and/or, in the Event of Default, to a debt collection agency;
- the Borrower's right to be informed, upon request, about what items of data are routinely disclosed to such credit reference agency 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 agency or debt collection agency, as the case may be;
- 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 repayment data retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default; and
- 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 Lender to make a request to the credit reference agency to delete from its database any account data relating to the terminated account.

29. Language : The Chinese version of this Facility Letter is for reference only. If there is any conflict between the English and Chinese versions, the English version shall prevail.
30. Governing Law and Jurisdiction : These Terms and Conditions are governed by and shall be construed in accordance with the laws of the Hong Kong SAR and the Borrower shall submit to the non-exclusive jurisdiction of the Hong Kong SAR courts.

Note: The Borrower is reminded that the **Conditions for Services** issued by the Lender and accepted by the Borrower, and which apply to all accounts are applicable to the Application. The Borrower's attention is kindly drawn to Part 1 Condition 14.4 and Part 3 Condition 1.2 therein (extracted below for your easy reference) pursuant to which the Lender is entitled to sell the Shares and to apply the proceeds therefrom to settle any outstanding liabilities of the Borrower.

*Part 1 Condition 14.4: Your property (of any nature, wherever situate, and whether held by us for safe custody or otherwise) is subject to a lien in our favour. If you do not perform any of your obligations owed to us or any of our affiliates, we may sell any of your property or part thereof at such price, on such terms and by such method as we may determine. We may apply the net proceeds to reduce your liability (whether or not arising from these Conditions).*

*Part 3 Condition 1.2: Unless otherwise agreed in writing or we are already holding sufficient cash or investments on your behalf, you will pay us cleared funds or deliver to us investments in deliverable form, by the time we notify you, in order to settle each transaction. If you fail to do so, we may terminate the transaction, or sell the purchased investments, or borrow or purchase investments to settle the transaction. You will indemnify us against all liabilities, losses and expenses.*

(中文譯本)

定期貸款授信條款

(作為認購新股、認股證、債券、單位信託基金、投資基金或其他交易所買賣工具用途)

重要通知：本條款載列中國銀行(香港)有限公司同意向閣下提供銀行授信所依據的條款及條件。忠告閣下在接納本條款前應細閱並理解此等條款及條件，並考慮如有需要時尋求獨立法律意見。

本行中國銀行(香港)有限公司（「貸款人」）在不時及任何時間內，按本行絕對酌情權決定之額度及期限向閣下提供短期定期貸款，作為閣下（「借款人」）認購新股、認股證、債券、單位信託基金、投資基金或其他交易所買賣工具之用途。本條款適用於閣下的新股認購申請（「有關申請」）以及本行授予閣下的每筆短期定期授信。

1. 授信：由貸款人按其絕對酌情權以及在不時及任何時間內向借款人授予及在有關申請內訂明以港元作幣值的定期貸款（「授信」）。

2. 用途：以提供最高為百分之九十（或由貸款人以其絕對酌情權決定之較低比率）之有關申請所需的資金作為借款人以貸款人代名人的身份認購特定的新股、認股證、債券、單位信託基金、投資基金或其他交易所買賣工具（「股票」）。

借款人聲明，授信貸款資金將全數用於提供有關申請之融資用途，而貸款人有權擁有該全數授信貸款資金，直至該全數授信貸款資金(或其中任何部分)已供使用作有關申請用途為止。

3. 利息：提取授信之適用利率將由貸款人批核及訂明於有關申請書內。貸款人有權在給予借款人 30 天書面通知後更改有關利率之計算準則。

授信的所有利息按已提取款項尚欠本金的實際天數每天累計，以貸款人批核及訂明於有關申請書內的利率，並以一年 365 天作為計算基礎。所有累計的利息須於還款到期日繳付，或因在股票延遲或取消上市的情況之下，由貸款人以其絕對酌情權決定於還款到期日之後的日期繳付有關累計的利息。

由貸款人不時出具，有關授信的利率及借款人須繳付給貸款人之本金利息及其他費用(包括所有有關費用及支出)，除有明顯錯誤者外，均為借款人對本行的負債之不可推翻證明，並對借款人具有約束力顯示於申請書以外的文件上的利率(以及按此計算後的利息)或金額及此定期貸款授信條款只供參考用途，對貸款人並無約束力。

4. 提供授信：在借款人履行本文下述及在有關申請書內所載的所有先決條件及在根據有關新股認股證、債券、單位信託基金、投資基金或其他交易所買賣工具的招股章程（「招股章程」）之指定遞交認購新股申請之最後時限（「限期」）之前緊接的銀行營業日（其定義載於下文）之下午四時或之前並在貸款人收妥在扣除可即時使用之授信款項後所需用作有關申請之餘款後，借款人當視作向貸款人作出以一筆過形式全數提取授信之提款通知書，並不可撤銷地授權貸款人按其決定之任何方式將全數授信款項，於限期日的中午前，支付有關申請。有關申請一經授予並不能被撤銷。

對於本條款及條件而言，「銀行營業日」是指於香港營運的商業銀行開放營業的日子，但並不包括星期六及星期日。

5. 授信的屆滿：貸款人保留可定期重檢有關授信的凌駕權，有關授信可於貸款人無需給予借款人事先通知的情況下（甚至在前述的重檢日期之前）立即屆滿。

6. 還款：授信的本金(包括累計的利息及其他借款人在本函項下所欠的費用)須於申請內指定的最後到

期還款日或因在股票延遲或取消上市的情況下，由貸款人以其絕對酌情權決定於最後到期還款日之後的日期一筆過全數償還。借款人若在償還或支付授信方面有任何困難，借款人須儘快通知貸款人。

7. 先決條件 : 貸款人須於個別授信提款前收到以下文件及費用，其並需達到貸款人滿意程度:-
- (a) 借款人呈交並獲貸款人接納的有關申請。
  - (b) 借款人須簽署涉及有關申請的所有文件(「申請文件」)，其形式及實質須由貸款人規定。
  - (c) 借款人須將有關申請上列明的首次認購付款以可即時提用的資金存入有關申請上指定的戶口內。
8. 額外押品 : 借款人現向貸款人承諾如下：
- (a) 在股票上市之前，有關授信款額不得超過有關申請的總金額的百分之九十(或由貸款人所釐定並按有關申請須繳付之總金額的其他較低比率)(「上市前限額」)。如在任何時間該授信款額超過上市前限額，借款人需在貸款人要求下即時作出部分清還，或向貸款人提供或促使提供抵押品或附屬保證，以令至有關授信款額並不超過上市前限額。如借款人未能在貸款人要求後及於有關股票開始於有關交易所交易之前內作出部分清還或向貸款人提供抵押品或附屬保證，所有授信款額連同所有累計利息即告立刻到期清還；及
  - (b) 在股票上市之後，有關授信款額不得超過股票現有市值的百分之九十或由貸款人所釐定該股票市值之較低比率(「上市後限額」)。如在任何時間該授信款額超過上市後限額，借款人需在貸款人要求下即時作出部分清還，或向貸款人提供或促使提供抵押品及附屬保證，以令至有關授信款額並不超過上市後限額。如借款人未能在貸款人指定的時間內作出部分清還或向貸款人提供抵押品或附屬保證，所有授信款額連同所有累計利息即告立刻到期清還。貸款人並有權在任何時間內及無需通知借款人(而借款人亦明確在此放棄獲通知)的情況下，按貸款人所決定之價格及於任何時間內出售該股票或其任何部分。
9. 其他條款 : 貸款人保留絕對凌駕權利行使酌情權在無須給予借款人事先通知的情況下於任何時間(如適用，包括在重檢日期之前)不時更改本文條款、增加、調減及/或取消該授信或其任何部分。
10. 陳述及保證 : 借款人現作出如下之陳述及保證：
- (a) 借款人具有法人能力，以履行及遵守本文條款內的所有條款及條件；
  - (b) 本文條款(或當被接納時)對借款人構成有法律效力及可予以強制執行的條款；
  - (c) 借款人並無在任何借款債項上欠付任何本金或利息，亦無違反或不履行任何其作為立約一方的契約、信託契據、協議或其他文書的任何條文內，因其借款而產生且未償的債項。此外，未有發生或持續存在任何未經妥為彌償或免除的事項、情況或行為在發出通知或時效消失(或兩者兼具)的情況下，對該等契約、信託契據、協議或其他文書構成任何違約事項；
  - (d) 借款人沒有受制於或面臨任何法院、審裁處仲裁員或政府機構的任何訴訟、仲裁或行政程序。在作出一切合理查詢後，借款人概不知悉其本人或其任何財產或資產面臨可能導致其業務、資產或狀況發生重大不利改變的威脅；
  - (e) 借款人與本行的董事或僱員概無任何關係。若授信以任何第三方(「抵押提供人」)提供的擔保或抵押品作保證，則借款人亦作出聲明表明該抵押提供人與本行董事或僱員概無關係。借款人進一步同意及承諾，若上述聲明失實及不確，或借款人或任何抵押提供人與本行的董事或僱員發生關連，則借款人將即時以書面通知本行。借款人確認其不是中銀香港或中國銀行股份有限公司(包括附屬公司及分行)的董事/監事/總裁/高級管理層及主要職員/委員會主席/部門主管/分行行長/從事貸款審批的

僱員/控權人(指單獨或連同其他相聯控權人持股 5%或以上), 或中銀香港附屬公司、聯屬公司以及中銀香港能對其行使控制的其他實體及其控權人/小股東控權人/董事/高級管理層及主要職員, 以及上述人士的親屬, 或上述人士或其親屬所能控制的任何商號、合夥或非上市公司;

- (f) 借款人所作出的所有上述陳述及保證, 將會在授信之貸款或其任何部分尚未還清前及(除不適用外)在授信之提取時, 並按當時的事實和情況而言, 重申作出及持續生效。

11. 肯定承諾 : 借款人向貸款人承諾, 其將會:

- (a) 當意識到有任何於第 14 條款內註明的違約事項(「違約事項」)或潛在違約事項或任何其他可能對借款人按照本文或申請文件履行其責任的能力有實質重大及/或不利影響的事件或情況出現, 即時通知本行;
- (b) 迅速及妥善支付或安排支付所有向借款人徵收的稅項、稅費及其他政府收費;
- (c) 確保借款人在本文所承擔的債務(不論實有或或有)不會成為後償債務, 並時刻有優先償還權及在所有其他方面均至少與借款人任何其他無擔保債務享有同等地位; 及
- (d) 迅速提供或促使他人提供一切貸款人不時所需的其他文件或資料。

12. 負面承諾 : 除非獲貸款人書面明確同意, 否則借款人進一步向貸款人承諾不會:

- (a) 除了抵押予本行作受惠人以外, 就其現有或未來的財產、資產、收入及權利設立、招致或蒙受或允許存在任何押記; 及
- (b) 向任何人士、商號或公司提供貸款、墊款、信貸或對其債務作出擔保或彌償。

13. 申請指示 : 借款人在此

- (a) 明確地授權及指示貸款人不論以其自己的名稱或以中國銀行(香港)代理人有限公司(「中銀(香港)代理人」)作為其代理人, 代表本人/吾等申請該股份及受該招股書內所列的條款及細則所限制。
- (b) 聲明及保證有關申請是借款人唯一作出的申請及意圖作出的唯一申請, 作為受惠借款人或其他借款人為他們的利益而申請的人士。不論借款人獨自地或與其他可能給予貸款人或任何其他人士的指示, 有關申請將不會構成重複申請而導致違反香港聯合交易所有限公司的規則。借款人明白貸款人及其代理人將會依賴此聲明/保證向上述發行人作出申請並包含類似的聲明/保證。同樣地, 發行人在決定會否就該申請而分配該股份時亦會依賴該此類似的聲明/保證。
- (c) 根據在此列出的條款, 同意及確認向貸款人申請該授信為有關申請籌備資金。
- (d) 承諾向貸款人提供足夠即時可供使用的資金(不包括任何由貸款人貸出的款額)。有關申請列出有關的分類, 其須包括按金、授信費用及收費作為限期前該申請的目的及在要求下繳付貸款人或其代理人就或有關該申請或第 13(h)條所述的代理人安排可能收取或招致的所有經紀費、收費、佣金、費用及支出(「該收費」)。
- (e) 不可撤銷地授權、指令及指示貸款人在限期或之前由借款人於貸款人開立的賬戶, 有關賬戶的詳情已列於有關申請內, 扣除首次付款。若該賬戶為往來戶口, 借款人進一步同意及授權閣下由該往來戶口扣除款額, 無論此舉或會造成透支或提高透支, 惟貸款人在借款人之往來戶口未有立即可供用資金或透支額的情況下有權以其獨有及絕對的酌情權不作出該等扣除或承付該等款項。
- (f) 借款人在此進一步授權及指示貸款人或(視乎情況而定)中銀(香港)代理人在收取、撥

用及使用（但在扣除該收費後），將所有任何他們收取的總數當作有關申請的退款，償還全部（或視乎情況而定）部分借款人由貸款人就有關申請提供或將會提供予借款人在該授信之債項（不論本金，利息或其他）。唯若有任何盈餘（「盈餘」）的情況下，貸款人或（視乎情況而定）中銀（香港）代理人必須將有關盈餘存入借款人之前所指定借款人的賬戶或以借款人與貸款人或中銀（香港）代理人協議之其他方式。於無損以上條款的情況下，貸款人（視乎情況而定）或中銀（香港）代理人，可（但並無責任）將有關盈餘於收收到有關申請之可即時提用的資金退款之前，以上述的方式支付給借款人。在此情況下，借款人對貸款人及/或中銀（香港）代理人作出彌償，並在貸款人及/或中銀（香港）代理人要求下，償付因貸款及/或中銀（香港）代理人支付有關盈餘給借款人而所合理地產生的全部或任何合理費用及支出（以完全彌償基準計算）（其中包括但不限於不能成功兌現的退款支票，及在此情況將被視為貸款人及/或中銀（香港）代理人並沒有收到退款支票而有關欠款並未償還，而成為對借款人的獨立訴訟因由）。

- (g) 同意並聲明，直至借款人全數清還有關授信的欠款為止，借款人或中銀（香港）代理人，將以信托形式為貸款人持有有關申請的全數退款（包括但不限於成功兌現的退款支票）。
- (h) 確認受限於任何於有關該授信的任何文件之任何相反協議，所有因有關申請而發行的該股份必須由貸款人持有或（視乎情況而定）由中銀（香港）代理人作為借款人代理人。借款人在此承諾簽署及出具所有貸款人或中銀（香港）代理人為該等目的而指定的所有該些文件。
- (i) 為免生疑問及只要在該授信下仍有餘額借予借款人、或借款人需按本授信繳付欠款，借款人授權貸款人及中銀（香港）代理人無需理會任何因有關申請而發行的任何該股份之指示及授權及確認貸款人及中銀（香港）代理人可根據任何有關該授信的押記或其他文件載有的條款及細則行事。
- (j) 接受貸款人就有關申請之成功程度的記錄將對借款人有絕對的約束力及不可推翻的。若有關申請全部或部分不成功，除了因為貸款人或中銀（香港）代理人之任何員工的任何故意行為不當或嚴重疏忽外，貸款人及中銀（香港）代理人均無需對借款人負上任何責任。
- (k) 確認貸款人將給予的授信受限於貸款人的獨有及絕對酌情權。在沒有貸款人的書面同意下，借款人同意及承諾當借款人已提交此指示函時，借款人將不會取消申請該授信及借款人將受在此之條款及條件所限制。借款人明白（在貸款人的絕對酌情權下）若獲准取消授信，借款人須支付所有貸款人就該等取消所收取的費用及支出。
- (l) 確認無論在此有任何相反條款，貸款人於批准及接受放出該授信後在任何時間內可根據其絕對酌情權保留凌駕權利，取消所有或部分該授信或要求立刻償還所有或任何到期的款項，尚欠或貸款人在該授信下招致（不論實際或或有）的負債、債務及責任（包括利息及違約利息）而無需給予任何理由或賠償。

14. 違約事項：若下列任何違約事項發生，借款人所有到期須付或尚欠本行的款額，便告即時到期並須由借款人即時清還：

- (a) 借款人未能在到期日向貸款人支付任何應付的本金、利息或其他費用及開支；或
- (b) 借款人不不論任何原因未能及時向貸款人清還任何因本條款而產生的債務或未能遵行任何及何時向貸款人作出的承諾（肯定或負面）或契諾；或
- (c) 借款人在本總條款項下作出的陳述或保證、或提交給貸款人之資料，在其作出或提交時在任何重大方面失實或誤導；或

- (d) 借款人未能履行本文的條款而該情況不能補救，或若能補救的情況下，借款人未能於七天內作出補救（如七天時間並不足夠的話，貸款人可合理地延長有關時間）；或
- (e) 借款人及有關申請所需要的任何政府、稅務、金融、或其他批准被撤回或變更，因而損害貸款人利益；或
- (f) 任何構成或在時間過去後或發出通知後或其兩者而構成借款人作為立約方的協議下的違約事項之發生，而貸款人認為對借款人的財務狀況造成重大實質不利改變，或影響借款人根據授信函履行其責任的能力；或
- (g) 就借款人破產或清盤或就借款人或其全部或部分業務或資產而委任接管人或借款人於任何法庭裁定下為無力償債或破產；或
- (h) 借款人的資產被徵收、實施或強制執行扣押、查封或其他法律程序，而借款人認為對借款人造成重大實質不利影響；或
- (i) 就借款人之財產所設之現時或將來的抵押品變作可被執行而貸款人認為此事項對借款人造成重大實質不利影響；或
- (j) 貸款人認為對借款人的財政狀況有重大實質不利改變而重大地妨礙借款人履行本文條款內的責任；或
- (k) 當中任何一份或多於一份申請文件缺乏十足效力及作用。

若有任何違約事項發生，貸款人可藉任何形式通知借款人該等違約事項已發生，而借款人所有到期須付或尚欠貸款人的所有款額（包括利息在內），便告即時到期並須由借款人即時付清還：

- (a) 而貸款人亦不需要再履行其授信責任向借款人放款；及
- (b) 借款人需向本行即時清還因授信而產生的到期須付或尚欠貸款人的所有款額。

15. 貨幣及還款 : 借款人須於還款日以即時可供使用且自由流通的港幣償還貸款人一切授信所產生的款項。若任何還款日並非銀行營業日，則該還款日須延至緊隨其後的下一個香港銀行營業日。
16. 罰息 : (a) 借款人須繳付就任何到期未付的款項以每天累計方式的罰息（無論判決前或判決後），息率為年率 6%加 (i) 貸款人不時釐定的港元最優惠利率 (ii) 隔夜香港銀行同業拆息率，或； (iii) 貸款人的資金成本（以最高者為準）。
- (b) 罰息應自有關到期還款日起按日累計至實際全數付款之日止。
- (c) 除收取罰息外，貸款人保留權利，可在借款人每次未能於付款到期日還款時，向借款人收取港幣 500 元作為貸款人因借款人未能履行其責任而招致的行政費用。
17. 放棄及累加權利 : 就任何申請文件而言，貸款人不行使或延遲行使任何權利、權力或補救方法，不得視作貸款人放棄該等權利；貸款人行使任何單一權利或部分行使任何權利、權力或補救方法，不妨礙其進一步行使其他任何權利、權力或補救方法。本文及申請文件所賦予的權利、權力及補救方法是累加並不排除法律所規定的任何權利、權力或補救方法。
18. 抵銷 : (a) 在不妨害及除貸款人可享有的一般銀行留置權、抵銷權或類似的權利外，貸款人在法律許可的所有範圍內，有權不時或於任何時間，在毋需通知借款人的情況下（借款人在此明確放棄該等通知），抵銷並劃撥及使用借款人在貸款人以任何貨幣開立的任何賬戶的



任何結餘及／或存款（不論是否須向借款人作出通知或是否到期），以償付借款人到期或尚欠本行或令貸款人招致的債項及債務（不論實有或或有）。

- (b) 若任何結合、抵銷或轉讓需要將貨幣作出兌換（不論以一筆或多筆交易，於該結合、抵銷或轉讓後或其他情況），貸款人可按銀行當其時的現金外幣買入價（以銀行所釐定者為最終證據）作出該兌換，作為購買借款人的款項、負債或責任所使用的貨幣。

19. 課稅 : 借款人向貸款人作出的所有付款或還款須以不存在抵銷及不會因任何及所有稅項稅費或其他收費而被預扣或扣減。

20. 費用及開支 : 借款人需於貸款放款日向本行繳付一筆於申請書上指定金額的授信費用。借款人須以全數彌償基準及承諾向貸款人作出彌償貸款人就有關授信及有關授信所訂立的文件而招致的一切所有費用（包括但不限於法律費用）。

借款人須以全數彌償基準彌償及承諾向貸款人作出彌償貸款人因為或保持或執行其對借款人之權力招致或產生的一切法律費用及開支及其他因而產生或招致的費用及開支（包括稅項在內）。

借款人須迅速地繳付所有因貸款申請而產生的釐印費、稅費及稅項以及所有有關申請的公證開支註冊及紀錄費用。借款人須以全數彌償基準及承諾向貸款人作出彌償所有因借款人延誤或遺漏繳付釐印費、稅費及稅項而令貸款人招致的一切責任、費用、收費、訴訟、起訴、法律程序、申索、索求及開支。

在給予借款人 30 天預先通知之下，貸款人保留獨有酌情權向借款人徵收授信承諾費。

21. 條文的獨立性 : 若在任何時間，本授信函的任何一條或多條條文在任何司法管轄地區的法律下，在任何方面屬不合法、無效或不能執行，該等條文將在適用的法律容許下與其餘條文分割，並不影響其餘條文的合法性、有效性，及可執行性。其餘條文仍然具有完成的效力。

22. 收賬 : 貸款人有權聘用收賬代理收取借款人在授信項下到期未付的任何款項。借款人同意須按全數彌償基準，賠償貸款人就聘用收賬代理所招致的全部費用及開支。貸款人有權向債務收賬代理披露有關借款人、授信或授信函的任何或所有資料。

23. 授信的撤銷 : 儘管本文或其他地方有任何相反規定，貸款人保留凌駕權，以貸款人獨有絕對酌情權隨時撤銷與拒絕任何授信或授信申請（不論該授信或授信申請已獲批准與否），而無須給予理由或賠償或事先通知或貸款人亦可要求借款人即時償還按其在授信項下或就授信而到期須付予貸款人或尚欠貸款人的所有債項。

24. 彌償保證 : 借款人須就貸款人由於或在維持或強制執行授予借款人的授信時所蒙受、招致或承受的任何性質的所有法律行動、訴訟、法律程序、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）向貸款人作出及維持十足彌償，但因貸款人疏忽或故意失責導致者除外，且僅限於因此而導致的直接及可合理預見的損失（如有）。

25. 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，而貸款人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貸款人支付或貸款人以其他方式而管有或控制的任何款項，以清償借款人欠下貸款人債務的任何貸款人認為適當的部分。任何該等撥付均凌駕於借款人本意作出的任何撥付。

26. 賬戶扣賬授權 : 貸款人有權隨時及不時無需事先通知借款人而從借款人的任何賬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、開支及其他款項。該等款項須視為由借款人從賬戶中妥為提取或透支。

27. 轉讓 : 貸款人可隨時無需經借款人同意或通知借款人，而向任何人士轉讓或轉移貸款人於授信、本一般條款及相關附屬抵押品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。貸款人可以並茲獲授權向任何實際或準受讓人或受讓人披露貸款人認為適當的關於借款人、授信函或關於授信的任何事情的資料。除非貸款人事先書面同意，否則借款人不得將其於授信及／或本一般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。

28. 資料披露 : 為使貸款人可評估、修訂和重檢授信，借款人同意有必要向貸款人提供有關借款人（在這條款內的目的，包括與企業借款人相關的任何人士或個人）的或貸款人要求的任何資料。借款人（在本條款內，若吾等是一間已成立的公司，指吾等本身及作為由相關各方及個人（包括但不限於借款人的控股公司、子公司、關聯公司、股東、董事及授權人士，所有各方與個人以下統稱為「關連方」）正式授權的代理人）授權貸款人，為貸款人《服務條款》所載的目的，使用任何借款人和「關連方」的資料。若該資料是屬於個人的，該使用將受貸款人發出的《資料政策通告》（下稱「該通告」）所限制，借款人確認已收到該通告及知悉其內容，借款人知悉貸款人所持有的資料將被保密處理，但容許貸款人向《服務條款》和「該通告」所列人士或任何其他人士，包括但不限於信貸資料機構或就授信而已抵押予貸款人的抵押品的其他抵押權人，或為符合或遵守約束貸款人的任何法律、規例、指引、方向或指令的目的而提供該等資料。借款人進一步授權貸款人聯絡借款人的任何僱主（如適用）、銀行、諮詢人或任何其他來源，以獲得或交換任何資料及將借款人提供的資料與貸款人收集得到的其他資料進行比較，以作核對用途。貸款人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。借款人同意借款人的資料可被傳送至香港以外的其他司法管轄區。

借款人承諾於任何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）有任何更改，均會以書面通知貸款人。

借款人同意貸款人就貸款人向借款人授信的所有或任何擔保人或抵押品提供者（「有關方」）提供下列資料：

- 有關方將保證或擔保債項的合約憑證的副本或其摘要；
- 不時送達借款人逾期款項的正式繳款要求的副本；及
- 不時應有關方要求向借款人提供的最新賬戶結單的副本。

借款人確認貸款人已向其提供以下資料：

- 借款人的資料可能會被提供給信貸資料機構及／或在發生違約事件時被提供給收數代理；
- 借款人可於提出要求後獲告知例行披露予上述信貸資料機構及／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；
- 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，否則借款人的賬戶還款資料將由信貸資料機構繼續保留，直至拖欠金額最終償還之日起計五年屆滿為止；及
- 在全數還款後賬戶終止時，若在緊接賬戶終止前的五年內賬戶並無任何重大違約，借款人有權指示貸款人要求信貸資料機構自其數據庫中刪除與已終止賬戶有關的賬戶資料。

29. 語文 : 授信函的中文本僅供參考之用。如中、英文本有歧異，則以英文本為準。

30. 監管法律及司法區 : 本條款受香港法律管轄並根據香港法律詮釋。 借款人將遵從香港特區法院之非專屬司法管轄權。

註：

貸款人現提醒借款人，由貸款人發出及由借款人接納及適用於所有賬戶之服務條件將適用於該申請。借款人應留意第 1 部分之條件 14.4 及第 3 部分之條件 1.2（於下列引述供閣下參考），根據該些條件，貸款人可以出售該些股份及將有關收益用作支付借款人之任何仍未繳付債務。

第 1 部分之條件 14.4： 您的財產（不論屬任何性質、所在何處，以及是否由本行持有作安全保管或其他用途）受一項以本行為受益人的留置權規限。假如您不履行您為本行或本行任何附屬公司所負的責任，本行可根據本行釐定的價格、條款及方法出售您的任何財產或其中部分。本行可運用款項淨額減低您的負債（不論是否因此等條款產生）。

第 3 部分之條件 1.2： 除非另有書面協定，或本行現已代您持有足夠現金或投資項目，您將於本行通知您的時間，以可交收方式向本行支付已結清資金 或向本行交付投資項目，以為每宗交易進行結算。假如您未有如此支付或交付，本行可終止有關交易，或出售該等已購入投資項目，或借入或購買投資項目以結算該等交易。您將就所有負債、損失及開支賠償予本行。