

**保單抵押貸款申請表**  
**附件 – 一般銀行授信及貸款授信(包括保單抵押貸款有關的條款)**  
**(本附件為申請表之組成部分)**

**重要通知：** 本一般銀行授信及貸款授信(包括保單抵押貸款有關的條款)的一般條款列載本行向借款人提供／延續／續期保單抵押貸款(「保單抵押貸款」)的條款及條件。借款人在接受保單抵押貸款之前，應小心地詳閱並理解此等條款及條件。

本一般銀行授信及貸款授信(包括保單抵押貸款有關的條款)的一般條款(不時經修訂及生效)(「**本一般條款**」)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**」)可不時提供予閣下(作為借款人)的所有保單抵押貸款(「**授信**」)。

**1. 定義**

在本一般條款、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：

<b>申請表</b>	指就有關保單抵押貸款申請表及其附件；
<b>轉讓契據</b>	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；
<b>本行最優惠利率</b>	指本行不時所報任何港元、人民幣或美元以外的貨幣的最優惠利率，並隨市場情況作出調整；
<b>營業日</b>	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；
<b>基本利率</b>	指由本行不時決定(視所屬情況而定)的港元最優惠利率、美元最優惠利率、人民幣最優惠利率、本行最優惠利率、香港銀行同業拆息、倫敦銀行同業拆息、香港銀行同業人民幣拆息；
<b>背對背信用證</b>	指以「背對背」形式，在提供主信用證及僅以「直接裝運」情況下，提供的開出信用證及進口押匯授信；
<b>借款人</b>	指獲本行提供授信的任何人士；
<b>貨幣利率掉期</b>	指根據本行的財資及衍生產品的條款及條件或外匯及衍生產品交易的條款及條件或國際掉期及衍生工具協會文件的條款及條件(視所屬情況而定)就貨幣利率掉期交易批出的授信；
<b>人民幣</b>	指人民幣，即中華人民共和國的法定貨幣；
<b>香港銀行同業人民幣拆息</b>	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；
<b>人民幣透支</b>	指在以人民幣計值的往來帳戶向借款人提供的透支授信；
<b>人民幣最優惠利率</b>	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；
<b>資金成本</b>	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；
<b>貨幣期權</b>	指根據本行的財資及衍生產品的條款及條件或外匯及衍生產品交易的條款及條件或國際掉期及衍生工具協會文件的條款及條件(視所屬情況而定)就貨幣期權的交易批出的授信；
<b>即票抵用透支</b>	指在以港元計值的往來帳戶項下，就到期的未結算支票按有關貸款通知書所述相關的支票面額的若干百分比而向借款人提供的透支授信；
<b>違約行政收費</b>	指第 6.5 條所提及的收費金額；
<b>違約息差</b>	指在不損害下文第 6.2 條的情況下，就以貸款授信而言， <b>年息 6%</b> ；就港元透支、即票抵用透支美元透支及人民幣透支而言， <b>年息 10%</b> 或本行不時指定並於本行的銀行大堂展示或張貼的利率，本行可能指定並通知借款人；
<b>活期貸款</b>	指活期貸款授信；
<b>付款交單／承兌交單</b>	指就按付款交單(「付款交單」)及／或承兌交單(「承兌交單」)基準提供的出口託收匯票，按有關貸款通知書所述相關的匯票的天期及高達其若干百分比提供的出口匯票購買授信；
<b>出口發票貼現授信</b>	指設有借款人就其出售或供應貨品發出發票的天期及高達其若干百分比的出口發票貼現授信；
<b>出口保理</b>	指根據本行與借款人不時訂立之保理協議的條款及條件及其補充文件(如有)用作保理出口押匯之最大使用中的資金；
<b>違約事件</b>	指下文第 24 條所述的任何一件事件；「各違約事件」須作相應詮釋；
<b>授信</b>	指貸款通知書所列不時批出或提供給借款人的各項一般銀行授信及貸款授信，對「一項授信」的提述應作相應詮釋；
<b>外匯</b>	指根據本行的財資及衍生產品的條款及條件或外匯及衍生產品交易的條款及條件或國際掉期及衍生工具協會文件的條款及條件(視所屬情況而定)就遠期外匯的交易批出的授信；
<b>香港銀行同業拆息</b>	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；
<b>港元</b>	指港元，即香港的法定貨幣；
<b>港元透支</b>	指在以港元計值的往來帳戶向借款人提供的透支授信；
<b>港元最優惠利率</b>	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；
<b>香港</b>	指中華人民共和國香港特別行政區；
<b>進口發票融資</b>	指設有貸款通知書所述有關發票的天期及高達其若干百分比的進口發票融資；
<b>進口託收墊款</b>	指設有按有關貸款通知書所述天期的進口貸款授信；
<b>利率掉期</b>	指根據本行的財資及衍生產品的條款及條件或外匯及衍生產品交易的條款及條件或國際掉期及衍生工具協會文件的條款及條件(視所屬情況而定)就利率掉期交易批出的授信；
<b>國際掉期及衍生工具協會文件</b>	指國際掉期及衍生工具協會主協議、國際掉期及衍生工具協會附約及任何其他該等文件的附帶文件；
<b>保險公司</b>	指申請表 F 部份列明的保單之簽發公司；
<b>保單</b>	指由借款人購買並由相關保險公司發出的保單，其詳情列於申請表 F 部份；
<b>信用證</b>	指開出信用證及進口押匯授信；

<b>擔保書</b>	指開出擔保書授信；
<b>憑保議付書 (L/T)</b>	指為本行所接受的銀行發出的信用證下出口押匯議付（不符合該出口信用證條款者）批出的授信；
<b>倫敦銀行同業拆息</b>	就特定利息期而言及對於根據授信以港元以外的貨幣作出的提取，指本行在倫敦銀行同業市場所釐定的「倫敦銀行同業拆息」年利率；
<b>貸款通知書</b>	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；
<b>貸款授信</b>	指按揭貸款授信、定期貸款授信、活期貸款授信、循環貸款授信，以及向借款人提供的任何其他貸款授信，不論是否以有關的貸款通知書所述的若干物業或證券作為抵押；
<b>按揭貸款</b>	指按揭貸款授信；
<b>貨幣市場授信</b>	指貨幣市場額度授信；
<b>義務人</b>	指借款人、任何抵押文件的任何一方和貸款通知書的任何一方，但不包括本行及任何由本行於貸款通知書明文排除的任何一方；
<b>憑保議付書（ODB）</b>	指為本行所接受的銀行發出的信用證下的出口押匯議付批出的授信；
<b>原本利率</b>	指貸款通知書所指定的港元透支、即票抵用透支、人民幣透支或美元透支的各別適用利率；
<b>付款指示</b>	指票據、匯票、指示及／或其他文據；
<b>打包放款</b>	指按有關的貸款通知書所述的相關出口信用證的若干百分比表達的打包貸款授信；
<b>付款指示貼現</b>	指就本行向借款人購買或貼現的任何付款指示而提供的付款指示貼現授信；
<b>備貨融資</b>	指備貨融資授信，以有關貸款通知書所載的有關訂貨單/合約金額的一個百分比表示；
<b>循環貸款</b>	指循環貸款授信；
<b>貨運擔保提貨</b>	指開出貨運擔保提貨授信；
<b>抵押文件</b>	指可能不時提供予本行的用於擔保、保證或支持授信的文件及轉讓契據；
<b>備用信用證</b>	指開出備用信用證授信；
<b>定期貸款</b>	指定期貸款授信；
<b>信託提貨墊款</b>	指按有關的貸款通知書所述天期的信託提貨墊款授信；
<b>交易</b>	指根據本行的財資及衍生產品的條款及條件或外匯及衍生產品交易的條款及條件或國際掉期及衍生工具協會文件的條款及條件（視所屬情況而定）訂立的交易，並具有該等條款及條件內給予的涵義；
<b>美元</b>	指美元，即美國的法定貨幣；
<b>美元透支</b>	指在以美元計值的帳戶向借款人提供的透支授信；及
<b>美元最優惠利率</b>	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。

## 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，本行批核的授信金額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 除非本行確定已收受下列文件，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保單抵押貸款，借款人也不能提用任何保單抵押貸款：
  - (a) 由借款人妥為簽署的申請表；
  - (b) 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；
  - (c) 保險公司已簽署的轉讓通知回執送交本行的確認；
  - (d) 由相關受益人妥為簽署的忠告通知(如適用)；
  - (e) 由相關受益人妥為簽署的同意書(如適用)；
  - (f) 由相關受益人妥為簽署的確認書(如適用)；
  - (g) 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、貸款通知書及本一般條款所載的條款及條件、並以本行滿意的方式提供和（如適用）簽立在相關本一般條款、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凌駕性的酌情權限制，就透支授信及／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 本行保留凌駕性權利，可定期檢視授信，當本行向借款人發出終止通知時，授信應立即終止。本行保留凌駕性權利，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）超過由本行批核並列載於貸款通知書上的透支額度，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 若在相關貸款通知書內指明一項授信（「**第一授信**」）可與另一項授信（「**第二授信**」）互換，而第一授信項下有任何可動用但未提用結餘，則該可動用但未提用結餘的總額可供借款人在第二授信項下提用，但須受相關貸款通知書內所述的任何限額所限制，反之亦然。為免生疑問，本行預扣的任何授信的任何結餘不得視為該授信的可動用但未提用結餘。
- 2.10 如獲提供信託提貨墊款，即表示所批出的包括信託提貨墊款及貨運擔保提貨，有關信託提貨墊款及貨運擔保提貨可以互換使用。
- 2.11 除非在相關的貸款通知書內另有註明，否則每當信託提貨墊款連同信用證一同批出時，該信託提貨墊款屬本行批出的信用證額度的



一部分，該信託提貨墊款的提用須於信用證項下有可動用但未提用的結餘額度下提用，且一旦提用則會將信用證項下的可動用但未提用的結餘減去相應金額。

- 2.12 如屬定期貸款或活期貸款（除保單抵押貸款會於本行批核授信時發出提取通知或列載於貸款通知書內的貸款貸出日外），在該授信項下的任何放款應根據提取通知作出，若借款人開出信用證的申請已獲本行接受，則無需提取通知，在此情況下，在本行根據有關信用證作出付款或付款承諾時須視為已作出提取。若本行須代表借款人發出貨運擔保提貨，則於本行根據貨運擔保提貨向受益人付款時須視為已作出提取。本行以有關授信貨幣以外的其他貨幣作出的任何付款須按本行所報以相關授信貨幣購買付款貨幣的即期匯率進行兌換。
- 2.13 若提取通知指明有關放款須存入以第三方（而非借款人）名義開立的帳戶，有關放款一經存入該帳戶，借款人將須負責償還放款。
- 2.14 提取通知一經發出即不可撤銷。提取通知須以符合本行指定的形式以書面發出。
- 2.15 關於續期或利息期選擇的通知一經發出即不可撤銷。該通知須以符合本行指定的形式以書面發出。本行有絕對酌情權，且受限於本行認為合適的條件，接受客戶以電話、傳真或電子郵件形式發出的關於續期或利息期選擇的指示。
- 2.16 在受本行凌駕性酌情權限制下，提取只會於營業日（如屬以美元計值的授信，應指香港、倫敦及紐約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）進行。
- 2.17 本行無義務監管或核實任何於相關授信下借入的款額之應用。
- 2.18 倘若任何時間銀行行使其授信之下的義務或融資或參與貸款會導致或可能會導致在任何適用管轄區違法，那麼本行應當如實通知借款人並且本行的貸款承諾應當立即被取消。借款人應當根據本行向借款人出具的通知中規定的日期向本行全額返還借款。

### 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／或其他收費。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 除非本一般條款、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，就港元及英鎊而言，以一年 365 天的基準計算，其他貨幣（包括美元及人民幣）則以一年 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，則於有關授信的各應付供款到期日支付；若授信的本金並非以定期供款方式償還，則於本行在申請表及／或貸款通知書中指定，或於相關還款日，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 受限於本行的批准，若以申請表及貸款通知書中指定以外的貨幣提取任何授信，該授信的適用利率應為本行不時決定的利率。
- 3.5 就港元透支及即票抵用透支而言，本行有權徵收：(i) 適用於該授信的原本利率；或 (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（以最高者為準）。
- 3.6 就美元透支而言，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）。
- 3.8 就任何透支授信（包括港元透支、即票抵用透支、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營業日支付。儘管有上述第 1 條及只就本第 3.8 條的目的而言，“營業日”指香港的商業銀行開放營業的日子，但不包括星期日及公眾假期。
- 3.9 就透支授信以外的授信而言，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／倫敦銀行同業隔夜拆息／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。
- 3.10 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或倫敦銀行同業拆息(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。
- 3.11 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倫敦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。
- 3.12 就某貸款授信而言，若借款人有權選計息期的期限，所有累計利息須於每個計息期結束時（「利息支付日」）期末支付。計息期概不得延至遲於申請表及／或貸款通知書所載的最終到期日，若任何計息期延至遲於該日期，則該計息期須於該日期結束。若本行未收到適客人就計息期的有效選擇，計息期應為一個月。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。
- 3.13 若授信的本金以定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、繳費或其他收費的預扣或扣減。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稅項預扣或扣減，借款人須對該付款作出必要的增加，致使該付款等同於需付予本行未被預扣或扣減的實際款項。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、法規或指引的任何改變，或該等法例、法規或指引的解釋的任何改變，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有關貸款的成本；或
  - (b) 減少本行按申請表及／或貸款通知書及／或抵押文件應收到的任何款項，借款人須按要求的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、法庭命令或其他），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) 將借款人在任何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) 將借款人在任何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）當其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，則本一般條款、申請表及貸款通知書在本行（合理行事）認為必需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、貸款通知書及本一般條款有任何相反規定（但須遵守本文第 27.8 條），本行保留**凌駕性權利**，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／或本一般條款及／或按揭貸款授信的一般條款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；若授信須以每兩星期供款形式償還，首次供款應於提取相關授信之後兩星期到期應付。
- 5.3 若借款人須以每月供款形式償還授信，經本行批准，借款人可指定其後每月的某日作為向本行支付每月供款的預設還款日期。首個預設還款日期為緊接相關授信的提取日期之後的預設還款日期。若首個預設還款日期並非為相關授信的提取日期之後的一個月內，則：
- (a) 首次每月供款應於第二個預設還款日期到期應付，而其後的每月供款應於其後相應的預設還款日期到期應付；
  - (b) 自授信提取日期起至首個預設還款日期止的期間，相關授信的利息按日累計（「延展利息」）；
  - (c) 首次每月供款的到期應付金額，為應付的每月供款（按猶如首個預設還款日期提取相關授信的情況計算）加延展利息之和。
- 若首個預設還款日期為相關授信的提取日期之後一個月或之後，首次每月供款則於首個預設還款日期到期應付，而借款人無需支付任何延展利息。
- 5.4 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。借款人在支付本行的成本後，經提出要求可獲提供經修訂的分期供款時間表。
- 5.5 就按揭貸款及／或有按揭物業作擔保的定期貸款（「該等授信」），申請表及／或貸款通知書指明的貸款年期須獲得本行的代表律師在查核該按揭物業的業權契據後所作出的確認。該還款年期不可較該物業的政府批地書的年期長。若政府批地書的年期較該等授信的貸款年期短，該等授信須取得本行的重新審批。該重新審批的程序可能導致本行拒絕批出該等授信或以不同的貸款額及／或貸款年期及／或貸款的條款及條件重新包裝該等授信。
- 5.6 就按揭貸款、定期貸款或活期貸款而言，若選用香港銀行同業人民幣拆息、香港銀行同業拆息或倫敦銀行同業拆息作為基本利率，而若還款須只在利息支付日或還款日作出，或就循環貸款而言，若還款並非在利息支付日作出，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。
- 5.7 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。
- 5.8 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，借款人應盡快通知本行。

## 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（不論判決之前或之後）： -
- (a) 如屬港元透支及即票抵用透支，則按 (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) 如屬美元透支，則按 (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) 如屬人民幣透支，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；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。
  - (d) 如屬貸款授信，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。
  - (e) 如屬港元透支、即票抵用透支、美元透支、人民幣透支及貸款授信等以外的其他授信，則按 (i) 適用的違約息差加本行不時所報或決定的相關貨幣最優惠利率；或 (ii) 本行不時所報或決定的相關貨幣銀行同業隔夜拆息；或 (iii) 本行的資金成本，以最高者計算。
- 6.3 (a) 就港元透支及即票抵用透支而言，本行有權按 (i) 本第 6.2(a) 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、應借款人要求或其他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) 美元最優惠利率加年息 6%；或 (ii) 本行的資金成本；或 (iii) 適用於美元透支的原本利率，以最高者計算，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。



- (c) 就人民幣透支而言，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、應借人要求或其他原因准許該超額透支），徵收違約利息。
- 6.4 若供款或付息逾期未付，將計算違約利息，自相關供款或付息到期日起按日計算，直至實際全數支付之日為止。本第 6.4 條的規定並不損害或影響本行根據上述第 6.2 條徵收違約利息的權利。
- 6.5 除違約利息外，本行還保留在借人每次未能在到期日付款時徵收**港幣 500.00 元**或本行不時決定的其他金額作為違約行政費用的權利。此外，如本行絕對酌情決定需要聘用律師，以在借人未能於到期日付款時向借人發出付款通知書或向借人採取其他追討行動，本行則有權收回本行合理招致的所有法律費用，且借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. 外匯及其他財資及衍生產品

- 7.1 所有外匯及其他財資及衍生產品的交易須受本行不時訂明的條款及條件以及當時通行的市場慣例的限制，並須於任何特定的交易的相關估值日期或交付日期在香港時間下午三時正之前或本行規定的其他時間結算。

## 8. 向兩名或以上借人各別批出授信

- 8.1 若根據任何申請表及／或貸款通知書向兩名或以上借人各別地批出授信，經本行事先批准，該等授信或其任何部分在細分限額（「**細分限額**」）（若相關申請表及／或貸款通知書內有明確訂明或本行另行施加）內可供任何一名相關借人按本行不時決定的條款動用。在任何情況下，借人不可合計借人多於授信的款額。就本第 8 條而言，各別批予兩名或以上借人的授信下稱「**整體授信**」，該等整體授信的授信限額稱為「**整體限額**」。
- 8.2 為免生疑問，除非申請表及／或貸款通知書訂明或本行另行施加細分限額，否則本行准許任何一名或多名借人動用的整體授信可高達整體限額全額；但除非本行絕對酌情同意，否則在任何時間所有相關借人就各類整體授信而動用的整體授信總額，不得超過該等整體授信的相關整體限額。
- 8.3 若申請表及／或貸款通知書訂明或本行另行施加細分限額，所有借人可自行或透過獲授權代表共同向本行發出至少三(3)個營業日的事先通知，向本行申請更改分配予各借人的細分限額。本行保留絕對酌情權，可決定接受或拒絕任何該等申請。
- 8.4 於本行批准任何更改細分限額的申請後，各相關借人均須受該變更以及本行就該變更施加的任何條件的約束。
- 8.5 儘管本文有任何規定，本行保留絕對權利，可隨時專有及絕對酌情決定重新分配整體授信及／或整體限額及／或細分限額（如有）。
- 8.6 為免生疑問，本一般條款所載所有適用於授信的條文，同樣適用於整體授信，而且就相關借人動用整體授信及根據有關整體授信的債務而言，獲批出整體授信的每一名借人，均須受本一般條款所載的條文約束。

## 9. 第三方使用授信

- 9.1 經本行事先批准，本行可應借人的要求准許將批予借人的授信供第三方（「**共同使用者**」）按以下條件及本行可能不時施加的其他附加條件使用：
- (a) 共同使用者使用的任何授信均須記入借人的帳目內，而借人須就此對本行承擔全部責任，猶如其為實際使用授信者一樣；
- (b) 附加於及在不損害上述第 (a) 款的前提下，共同使用者（連同借人）須就彼等動用授信對本行承擔全部責任，猶如彼等獲批出該等授信並在其各自的帳戶動用一樣。就此而言，共同使用者須受本一般條款以及本行同意據之向借人批出授信的任何其他條款及條件的約束，猶如共同使用者是當中指名的借人一樣；及
- (c) 若借人就共同使用者在本行已批予或將批予共同使用者的一般銀行授信下的責任及債務向本行提供任何擔保，就所有用意及目的而言，該擔保應涵蓋共同使用者在上述第 (b) 款下的責任及債務。為免生疑問，即使借人在上述第 (a) 款下的債務由於任何原因乃或成為不可強制執行或無效，本條文仍不受任何影響。

## 10. 提前還款

- 10.1 除非申請表及／或貸款通知書另有規定，否則貸款授信的提前還款須受以下條件所限制：
- (a) 若貸款授信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）必須於貸款授信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倫敦銀行同業拆息作為基本利率貸款授信而言，若提前還款並非在利息支付日或還款日作出，借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) 借人須向本行發出至少一個月的事先書面通知，表示借人就貸款授信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。若借人未能按規定方式發出通知，借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 50,000.00 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下文第 17 條的劃撥權利限制；
- (f) 任何貸款授信本金的提前還款須包括所有累計利息，且不得再次借取；
- (g) 借人就貸款授信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。

## 11. 不可推翻的陳述

- 11.1 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），除非有明顯錯誤，否則應為借人所欠本行債務的不可推翻證據，並且對借人具有約束力。
- 11.2 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，並且對借人具有約束力。
- 11.3 本行就任何重大性、效力或任何其他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，並且對借人具有約束力。

- 11.4 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。

## 12. 授信的終止

- 12.1 儘管申請表及／或貸款通知書有任何規定（包括當中所載的任何檢討日期），本行保留以下凌駕性權利：
- (a) 隨時檢討授信（如適用，可早於申請表及／或貸款通知書註明的檢討日期），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及條件，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）。
- 12.2 借款人須在授信或其任何部分被續期、伸展或以其他方式修改時向本行支付續期費。

## 13. 按揭物業

- 13.1 若將土地財產按予本行作為授信的抵押品，以下條文將適用：
- (a) 按予本行的物業的業權，須經本行委任的律師審核認可；
  - (b) 須就該按揭物業購買火險。借款人須於其接納據申請表及／或貸款通知書授出之授信後立即將註明本行作為承按人的權益的相關保單連同保費收據，存於本行（但無論如何須在提取授信前），若屬任何保單續期，則為現有保單期滿前十五（15）天內；但如借款人未能履行上述責任，本行有權（但無責任）按本行決定的保險公司、保額及條款為借款人購買或續期上述保單，費用和開支由借款人支付；
  - (c) 若按揭物業為住宅物業，該（等）物業須按本行所施加的條件並在該等條件的規限下，向為本行所接受的保險公司購買經本行批准的金額的火險。若借款人選擇抵押品火險投保金額而當中涉及評估抵押物業之重置價值，而本行要求由本行指定的測量師對該（等）物業在投保和續保時進行估值，借款人須應要求向本行付還所有因而產生的估值和行政費用；
  - (d) 若按揭物業為非住宅物業，該（等）物業須透過本行的委任的代理，按本行不時規定的條款、金額和風險投保；
  - (e) 若以衡平法按揭形式將物業按揭予本行，借款人須應本行要求立即簽立或促使簽立一份條款及形式均由本行規定並以本行為受益人的法定按揭或法定押記；
  - (f) 借款人承諾該物業由其註冊業主自住，除非經本行事先書面同意，否則不得租予任何其他人士。本行有權於同意出租時絕對酌情重新決定相關授信的利率、貸款額及／或條款及條件，而除非本行另行同意，否則該重新決定的利率、貸款額及／或條款及條件將即時生效。本行因作出同意而合理地招致的所有費用和開支（包括按完全彌償基準計算的本行法律費用）須由借款人承擔及支付；
  - (g) 借款人承諾不會／促使按揭人不會在未得到本行的事先書面同意之前就該物業訂立第二按揭／進一步按揭，否則該貸款須取得本行的重新審批。該重新審批的程序可能導致本行拒絕批出該等貸款或以不同的貸款額及／或貸款年期及／或貸款的條款及條件重新包裝該貸款；及
  - (h) 在拖欠償還任何授信的情況下，本行可根據向本行按揭物業的相關按揭或押記文件的條款接管物業並將之出售。

## 14. 物業估值費

- 14.1 借款人確認，在建議向本行按揭任何土地財產作為授信的抵押品時，本行可絕對酌情決定選擇聘用物業估值代理及／或其內部人員或部門評估有關物業的價值。在不損害前述一般性原則的前提下，在授信提款期間，借款人將即時不時應本行的要求向本行提交就按揭物業當時的市值針對按揭物業或其任何部分的估值報告或報告（以本行名稱為收件人），報告日期須為提交日期前不多於 30 天及須由本行接納的獨立物業估值代理所擬備，且由借款人承擔費用及開支。
- 14.2 若本行聘用了任何物業估值代理，則借款人須向本行償付代理所徵收的費用的全部金額及向本行支付本行一般就安排該類物業估值而向其客戶徵收的手續費。若本行聘用其內部辦事處或部門評估有關物業的價值，則本行可按本行一般就該服務向其客戶徵收的金額向借款人徵收手續費。借款人須應要求立即支付所有該等費用及收費。
- 14.3 為免生疑問，除非本行另行同意，否則即使有關物業最終因任何原因不獲本行接納為授信的抵押品，或借款人因任何理由最終不獲提供或不使用授信，借款人仍須支付第 14.2 條所述的款項。

## 15. 彌償保證

- 15.1 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（包括由共同使用者按上述第 9 條使用的授信）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。
- 15.2 在不影響第 4.1 條的前提下，如本行需支付任何第 4.1 條所提及的該等稅項預扣或扣減，或承擔任何有關該等稅項預扣或扣減的法律責任，借款人須盡快向本行彌償該付款或責任。

## 16. 開支

- 16.1 不論借款人是否提取或使用授信，所有本行就授信、就授信簽立的任何文件、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一般條款或轉讓契據或就授信簽立的其他文件項下的權利而招致的開支，包括但不限於本行合理地招致的律師費、通訊及其他實付開支，均由借款人以完全彌償基準承擔。

## 17. 劃撥

- 17.1 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他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入本意作出的任何撥付。



## 18. 抵銷及留置權

- 18.1 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貨項結餘及／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）或任何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）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貨項結餘及／或存款（不論以其個人的名義或與他人聯名開立）（不論該貨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 18.1 條下的權利後須即時通知借款人。
- 18.2 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貨項結餘或存款或該等本行到期或結欠借款人債務的全部或任何部分轉換為其他所需貨幣。
- 18.3 在根據授信及／或本一般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他目的）存放於本行或以其他方式由本行為或以借款人的名義持有的抵押品、有價物品或任何其他財產（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、有價物品或其他財產或其任何部分，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／或本一般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、有價物品或其他財產的出售或其他處置所產生的任何損失負責。
- 18.4 本條款授予本行的權利為附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。

## 19. 帳戶扣帳授權

- 19.1 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、開支及其他款項。該等款項須視為由借款人從帳戶中妥為提取或透支。

## 20. 追收債項

- 20.1 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。

## 21. 資料

- 21.1 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身份的任何人士或個人）的或本行要求的任何資料。借款人（在本條款內，若借款人是一間已成立的公司，指公司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）授權本行，根據本行《服務條款》（不時經修訂及生效），使用任何有關借款人和關連方、授信、申請表、貸款通知書或任何其他借款人及／或關連方及／或本行訂立的協議或進行之交易的任何資料及文件（若該資料是屬於個人的，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該等資料或文件（包括申請表、貸款通知書或關於授信的任何事情的資料）將保密處理，但容許本行向《服務條款》及該通告所列人士；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、規則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、諮詢人、信貸資料服務機構或任何其他來源，以獲得或交換任何資料及將借款人提供的資料與本行收集得到的其他資料進行比較，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或文件可被傳送至香港以外的其他司法管轄區。
- 21.2 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。
- 21.3 借款人同意本行就本行向借款人的授信的任何義務人提供下列資料：
- (a) 任何義務人將保證或擔保債項的合約憑證的副本或其摘要；
  - (b) 不時送達借款人逾期款項的正式繳款要求的副本；及
  - (c) 不時應任何義務人要求向借款人提供的最新帳戶結單的副本。
- 21.4 若借款人是個人，借款人確認本行已向其提供以下資料：
- (a) 借款人的資料可能會被提供給信貸資料庫，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上述信貸資料庫及／或收數代理的資料的權利，以及借款人獲提供進一步資料，以向相關信貸資料庫或收數代理（視屬情況而定）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庫保存，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庫自其數據庫中刪除與已終止帳戶有關的帳戶資料。
- 21.5 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他證據。
- 21.6 在細節上作出必要的修改後，本第 21 條適用於任何已與本行簽訂或副署簽名申請表及／或貸款通知書（而非任何抵押文件的一方）的人士。

## 22. 轉讓

- 22.1 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、本一般條款及相關的擔保、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。

## 23. 聲明、保證及承諾

- 23.1 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) 其為一家根據其註冊成立地點的法律以有限責任妥為註冊成立的公司（借款人為有限公司時適用）；
  - (b) 其擁有根據《商業登記條例》（香港法例第 310 章）的有效存續的商業登記證（如適用）；
  - (c) 其具有權力及權限履行及遵守其於申請表、貸款通知書、本一般條款、抵押文件及以本行為受益人簽立的其他附帶文件項下的責任的法律行為能力；
  - (d) 在規限借款人的所有適用法律及規例（包括但不限於借款人的組織章程大綱及細則）下所有必要的法團及其他行為（包括但不限於須由借款人的股東及／或董事通過的任何法團決議案）均已採取，以授權使用授信以及簽立、交付及履行本一般條款、申請表、貸款通知書、抵押文件（如適用）及任何其他附帶文件；
  - (e) 本一般條款、申請表、貸款通知書、抵押文件（如適用）及任何其他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；
  - (f) 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限制下發出或招致而未償還的該等借款負債的任何契約、信託契據、協議或其他文書的任何其他條文，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、協議或其他文書項下的違約事件而在任何情況下並未據之適當地被豁免及／或補救的任何事件、條件或行為；
  - (g) 借款人簽署本一般條款、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；
  - (h) 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；
  - (i) 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、行政程序或破產或清盤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、行政程序或破產或清盤呈請，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、行政程序或破產或清盤呈請，而該等程序可能會在任何情況下導致借款人業務、資產、狀況（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；
  - (j) 其並沒有與其他融資人就本行為第一承接人的按揭物業有進一步的抵押安排（本行已給予事先書面同意的除外）；
  - (k) 並未亦不會因為簽立申請表、貸款通知書、抵押文件及其他附帶文件及／或動用任何授信，而發生並未根據申請表、貸款通知書及／或本一般條款妥為補救或豁免的任何違約事件；及
  - (l) 以上聲明及保證須於每次墊付或提取授信時或於利息支付日（如適用），藉參照當時存在的事實及情況而言重複以及視為由借款人作出。
- 23.2 借款人向本行承諾，借款人將會：
- (a) 在知悉發生任何違約事件或潛在違約事件，已對或可能對借款人的營運、前景、業務或狀況（財務或其他方面）或借款人履行其於申請表、貸款通知書、其他抵押文件或任何其他附帶文件下的責任的能力有重大及／或不利變動或影響的任何其他事件或情況時，即時以書面通知本行；
  - (b) 妥為支付或促使支付所有向借款人徵收的稅款、稅項或其他政府收費；
  - (c) 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及／或其淨風險的進一步現金或抵押擔保；
  - (d) 確保借款人於本一般條款、申請表、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他方面均不從屬於並於所有時間最少與借款人的任何其他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) 符合相關法律法規的各方面規定，如果違反法律規定將在實質上影響其在授信及擔保檔項下行使責任的能力；
  - (f) 就借款人及借款人債務的第三方擔保人或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；
  - (g) （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。
  - (h) 即時向本行提供或促使向本行提供本行不時合理要求的其他文件或資料；及
  - (i) 若借款人是商號、合夥或公司，其須符合及（凡涉及任何第三者擔保人或抵押品提供者）確保任何該第三者擔保人或抵押品提供者在各重大方面符合一切對其或有關的第三者擔保人或抵押品提供者適用的環保法律（包括不限於取得及維持其經營的業務所需當地國家環境評估的批准文件）。
- 23.3 若借款人是商號、合夥或公司，除非本行以書面形式另行明確同意，借款人承諾不會：
- (a) 與任何其他法團合併或整合，或採取任何以解散、清算或清盤為目的的行動；
  - (b) 對借款人目前從事的業務的性質作出任何重大改變；
  - (c) 就借款人現時或未來的任何財產、資產、收入及權利設立、招致或容受或容許存在任何押記或擔保物權，，除非（i）以本行為受益人或（ii）屬於在日常業務範圍內因法律的施行引起的留置權或在銀行日常業務範圍之內（例如，擔保的債權到期



- 償還或善意抗辯)；
- (d) 向任何人士、商號或公司作出貸款、墊付款項、授予信貸或擔保或彌償其債務(但任何向其客戶在一般商業條款下及日常貿易業務範圍內所提供的、或授信的應用所容許的貿易信貸除外)；或
  - (e) 對借款人的組織章程大綱及細則作出任何變更(借款人為有限公司時適用)；或
  - (f) 向任何第三方出售、轉讓或處理其由本行確定的主要財產或業務，除非該出售、轉讓或處理程序是為了償還授信之下的未償還貸款。

23.4 若借款人是商號或合夥經營，其向本行承諾其將從速以書面通知所有退出的、退任的及加入的合夥人有關本第 23 條的聲明及保證。

## 24. 違約事件

- 24.1 在不影響本一般條款中其他條文的原則下，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任何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、收費或其他費用及開支；
  - (b) 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；
  - (c) 任何義務人根據申請表及／或貸款通知書及／或本一般條款及／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、契諾或陳述，或任何義務人向本行交付的任何資料或文件在任何重大方面不正確或具誤導性；
  - (d) 任何義務人的資產因徵收、強制執行或訴訟被扣押、扣留、執行其他法律程序；
  - (e) 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；
  - (f) 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註明的到期日前變為應付或可予宣布為應付；
  - (g) 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，或任何義務人以其他方式在任何法院變為無力償還或破產；
  - (h) 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一般條款、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；
  - (i) 在未經本行事先書面同意下，借款人或保證人的股東(直接或間接的)有任何變更(除非借款人或保證人是在任何股票交易所上市的公司)；
  - (j) 任何義務人根據有關授信須獲得的任何政府、稅務、金融或其他批准被撤銷或以不利於本行於授信、本一般條款、申請表、貸款通知書或任何抵押文件項下的利益的方式被更改；
  - (k) 任何義務人的資產的任何現時或未來抵押變為可強制執行；
  - (l) 任何義務人行使其在本一般條款、申請表、貸款通知書、任何抵押文件或任何其他附帶文件項下的任何義務成為不合法；及
  - (m) 發生根據任何相關司法管轄區的法律具有與第 24.1 條所述任何事件類似或相當效用的任何事件。

## 25. 本行的責任

- 25.1 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) (i) 本行的電訊及電腦系統或其他設備或其安裝或操作上的任何機械、電子或其他故障、失常、中斷、不準確或不足；(ii) 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疏忽或故意失責除外)；或借款人因上述(i)及／或(ii)項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。
- 25.2 如屬任何付款指示貼現，本行有絕對酌情權拒絕購買或貼現任何付款指示而無需給予任何理由。附加於及在不損害本行根據所有現有條款及細則的權利的前提下，本行就本行向借款人購買或貼現的任何或全部付款指示對借款人有充分追索權，而借款人須應要求隨時(不論是否於付款指示到期之前)向本行退還為購買或貼現付款指示而向借款人支付的款項，連同自本行向借款人付款之日起至借款人全額退還款項為止的利息。

## 26. 財務報表／資料

- 26.1 若借款人及／或任何義務人為一家有限公司，本行即有權隨時及不時要求借款人向本行提供以下各項：
- (a) 在每個會計期每六(6)個月完結後的九十(90)天內，提供借款人及(如適用)任何義務人及其附屬公司的未審核之綜合及／或非綜合財務報表副本，須經借款人的董事及(如適用)任何義務人及／或借款人附屬公司的董事妥為核證為該等未審核之綜合及／或非綜合財務報表正本的真實副本；及
  - (b) 在借款人或(如適用)任何義務人及借款人的附屬公司的財政年度結束起計一百八十(180)天後，提供借款人或(如適用)義務人及借款人的附屬公司該年的經審核之綜合及／或非綜合綜合年度財務報表正本，或提供該等經審核之綜合及／或非綜合的綜合年度財務報表副本，但須經借款人的董事或(如適用)任何義務人及／或借款人附屬公司的董事妥為核證為該等經審核之綜合及／或非綜合的綜合年度財務報表正本的真實副本。
- 26.2 若借款人為獨資經營或合夥業務，借款人須於本行要求時，向本行提供借款人的財務報表副本，須經借款人的獨資經營者或合夥人妥為核證為其正本的真實副本，並提供關於借款人的其他資料。
- 26.3 若借款人為個人，借款人須於本行要求時，向本行提供借款人的最新薪俸稅報稅表及銀行結單的經核證副本，以及本行不時要求的其他資料。
- 26.4 借款人需促使，依照第 26.1 條和第 26.2 條提供的每份財務報表都符合相關的通用會計準則。

**27. 其他事項**

- 27.1 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／或取消任何授信或其任何部分，包括但不限於在申請表及／貸款通知書及／或本一般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一般條款（包括但不限於違約息差或違約行政費用）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。
- 27.2 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。
- 27.3 除第 27.4 條外，發給借款人的任何通知、要求或其他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他地址，並且 (i) 若以專人遞交，則於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) 若以傳真或其他電子方式傳送，則於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。受限於第 11.4 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、要求或其他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。
- 27.4 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一般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、上文第 6.2 條中所載的違約利息、違約行政費用或上述任何一項的計算基準的任何變更的權利。
- 27.5 本一般條款乃附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。
- 27.6 若借款人由多於一名人士組成而該等借款人共同獲提供任何授信，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、貸款通知書的每一條文及本文的每一條款均應作相應詮釋。若借款人為商號（不論合夥業務或獨資經營），申請表、貸款通知書及本文的條款則對現時或當時或此後任何時間以上述商號名義從事業務或繼承該商號的所有人士共同及各別地具有約束力，而不論其成員或組成有任何變更。
- 27.7 除按第 27.8 條中所規定者外，(1) 在轉讓契據、(2) 本一般條款以及 (3) 相關貸款通知書所述文件所載的任何條款有抵觸時，(a) 轉讓契據條款應凌駕於本一般條款及第 (3) 項下所提及的條款之上，而 (b) 第 (3) 項下所提及的條款則應凌駕於本一般條款之上。
- 27.8 若採用香港房屋委員會、香港房屋協會或其他類似組織或機構規定的按揭／法定押記表格，每當貸款通知書條款、本一般條款以及按揭／法定押記表格所載的任何條款有抵觸時，應以按揭／法定押記表格的條款為準。
- 27.9 申請表、貸款通知書及本一般條款的任何條文，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布為不合法、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／或本一般條款（視所屬情況而定）中分割，申請表及／或貸款通知書及／或一般條款（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。
- 27.10 若某授信須受一套獨立的一般條款規限，如果本一般條款與該特定授信的一般條款有抵觸時，應以後述一般條款為準。
- 27.11 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。
- 27.12 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）。

**28. 語言**

- 28.1 本一般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。

**29. 管轄法律**

- 29.1 申請表及／或貸款通知書及本一般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。

**30. 第三者權利**

- 30.1 除第 30.3 條外，非貸款通知書、申請表及／或本一般條款的締約方並不享有《合約(第三者權利)條例》（香港法例第 623 章）（“第三者條例”）下的權利以執行該貸款通知書、申請表和／或本一般條款任何條款或享有該貸款通知書、申請表和／或本一般條款任何條款下的權益。
- 30.2 無論貸款通知書、申請表和／或本一般條款任何條款如何約定，在任何時候撤銷或修改該貸款通知書、申請表和／或本一般條款均無需取得並非該貸款通知書、申請表和／或本一般條款一方的任何人的同意。
- 30.3 本行的任何董事、人員、雇員、關聯機構或代理人可依據第三者條例，依賴該貸款通知書、申請表和／或本一般條款中賦予其權利或利益的任何明文規定條款（包括但不限於任何彌償，責任限制或責任排除）。



**Attachment to Policy Pledge Loan Application Form – General Terms and Conditions for General Banking Facilities and Loan Facility(ies) (including those relating to Policy Pledge Loan)**

**(This Attachment shall form an integral part of the Application Form)**

**Important Notice:** These General Terms and Conditions for General Banking Facilities and Loan Facility(ies) (including those relating to Policy Pledge Loan) set out the terms and conditions upon which the Bank would provide / continue / renew policy pledge loan to the Borrower ("Policy Pledge Loan"). Borrower is advised to read and understand these terms and conditions carefully before accepting the Policy Pledge Loan.

These General Terms and Conditions for General Banking Facilities and Loan Facility(ies) (including those relating to Policy Pledge Loan) (as amended and in force from time to time) ("**these General Terms and Conditions**") shall apply to general banking facilities and loan facility(ies) (including Policy Pledge Loan) which **Bank of China (Hong Kong) Limited** (including its successors and assigns, the "**Bank**") may from time to time grant to you as the Borrower.

## 1. Definitions

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

<b>Application Form</b>	means the application form in respect of the Facility and its attachment(s);
<b>Assignment</b>	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;
<b>B Prime</b>	means the prime rate for any currency other than HKD, CNY or USD as may be quoted by the Bank from time to time and subject to fluctuation;
<b>Business Day</b>	means a day on which commercial banks in Hong Kong are open for business but excluding Saturdays, Sundays and public holidays;
<b>Base Rate</b>	means the HKD Prime, USD Prime, CNY Prime, B Prime, HIBOR, LIBOR or CNY HIBOR as may be determined by the Bank from time to time (as the case may be);
<b>B/B L/C</b>	means a letters of credit issuance and inward bills facility on a "back to back" basis against master letters of credit which is available on a "direct shipment" basis only;
<b>Borrower</b>	means any party to whom the Facilities are granted or made available by the Bank;
<b>CIRS</b>	means a Facility granted in connection with currency interest rate swap Transactions pursuant to the Bank's Terms and Conditions for Treasury and Derivative Products, Terms and Conditions for Foreign Exchange and Derivative Transactions or the terms and conditions under the ISDA Documentation (as the case may be);
<b>CNY</b>	means Renminbi, the lawful currency of the People's Republic of China;
<b>CNY HIBOR</b>	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");
<b>CNY O/D</b>	means an overdraft facility made available to the Borrower under current account(s) denominated in CNY;
<b>CNY Prime</b>	means the prime rate for CNY as may be quoted by the Bank from time to time and subject to fluctuation;
<b>Cost of Funds</b>	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);
<b>Currency Option</b>	means a Facility granted in connection with currency option Transactions pursuant to the Bank's Terms and Conditions for Treasury and Derivative Products, Terms and Conditions for Foreign Exchange and Derivative Transactions or the terms and conditions under the ISDA Documentation (as the case may be);
<b>DDC O/D</b>	means an overdraft facility made available to the Borrower under current account(s) denominated in HKD against uncleared cheque(s) which is/are due and which shall be expressed as a percentage of the face amount of the relevant cheque(s) as stated in the relevant Loan Advice;
<b>Default Administrative Charges</b>	means the amount of charges referred to in Clause 6.5;
<b>Default Margin</b>	means, without prejudice to Clause 6.2 below, <b>6% per annum</b> for Loan Facility(ies), <b>10% per annum</b> for HKD O/D, DDC O/D, USD O/D and CNY O/D, or the rate specified by the

	Bank from time to time and displayed or posted in the Bank's banking halls, as the Bank may designate and notify the Borrower;
<b>D/L</b>	means a demand loan facility;
<b>D/P / D/A</b>	means an export-bills purchase facility against export collection bills on Documents Against Payment ("D/P") and/or Documents Against Acceptance ("D/A") basis with a tenor and up to a percentage of the relevant bills as stated in the relevant Loan Advice;
<b>EID</b>	means an export invoice discounting facility with a tenor and up to a percentage against invoice(s) issued by the Borrower for goods sold or supplied by the Borrower;
<b>EFAC</b>	means the Maximum Funds in Use available for factoring of export bills pursuant to the terms and conditions of a factoring agreement and its supplement(s), if any, from time to time entered into between the Bank and the Borrower;
<b>Event of Default</b>	means any one of the events mentioned in Clause 24 below and reference to "Events of Default" shall be construed accordingly;
<b>Facility(ies)</b>	means the various general banking facilities and loan facility(ies) granted or made available to the Borrower from time to time as set out in the Loan Advice and reference to "Facility" shall be construed accordingly;
<b>F/X</b>	means a Facility granted in connection with forward exchange Transactions pursuant to the Bank's Terms and Conditions for Treasury and Derivative Products, Terms and Conditions for Foreign Exchange and Derivative Transactions or the terms and conditions under the ISDA Documentation (as the case may be);
<b>HIBOR</b>	means in respect of a particular interest period and in relation to any advance and/or drawing under the Facilities 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";
<b>HKD</b>	means Hong Kong dollars, the lawful currency of Hong Kong;
<b>HKD O/D</b>	means an overdraft facility made available to the Borrower under current account(s) denominated in HKD;
<b>HKD Prime</b>	means the prime rate for HKD as may be quoted by the Bank from time to time and subject to fluctuation;
<b>Hong Kong</b>	means the Hong Kong Special Administrative Region of the People's Republic of China;
<b>IIF</b>	means an import invoice financing with a tenor and up to a percentage of the relevant invoice as stated in the relevant Loan Advice;
<b>I/L</b>	means an import loans facility with a tenor as stated in the relevant Loan Advice;
<b>IRS</b>	means a Facility granted in connection with interest rate swap Transactions pursuant to the Bank's Terms and Conditions for Treasury and Derivative Products, Terms and Conditions for Foreign Exchange and Derivative Transactions or the terms and conditions under the ISDA Documentation (as the case may be);
<b>ISDA Documentation</b>	means the ISDA Master Agreement, the ISDA Schedule and any other documents ancillary to such documents;
<b>Insurance Company</b>	means the issuing company of an insurance policy as indicated in section F of the Application Form;
<b>Insurance Policy</b>	means the insurance policy(ies), details of which are set out in section F of the Application Form, taken out by the Borrower and issued by the relevant Insurance Company
<b>L/C</b>	means a letters of credit issuance and inward bills facility;
<b>L/G</b>	means a letters of guarantee issuance facility;
<b>L/I</b>	means a Facility granted for negotiation of export bills under letters of credits issued by banks acceptable to the Bank (not conforming to terms of such export letter of credit);
<b>LIBOR</b>	means in respect of a particular interest period and in relation to any drawing under the Facilities in a currency other than HKD, the rate per annum as determined by the Bank in the London Interbank Market and known as "London Interbank Offered Rate";
<b>Loan Advice</b>	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;
<b>Loan Facility(ies)</b>	means the Mortgage Loan Facility, Term Loan Facility, Demand Loan Facility, Revolving Loan Facility and any other loan facilities made available to the Borrower whether or not on the security of certain property(ies) or securities as stated in the relevant Loan Advice;
<b>ML</b>	means a mortgage loan facility;
<b>MML</b>	means a money market line facility;
<b>"Obligors"</b>	means the Borrower, any party to a Security Document and any party to a Loan Advice but



	shall not include the Bank and any other party expressly excluded by the Bank in a Loan Advice.
<b>ODB</b>	means a Facility granted for negotiation of export bills under letters of credits issued by banks acceptable to the Bank;
<b>Original Interest Rate</b>	means the respective applicable rate of interest for HKD O/D, DDC O/D, CNY O/D or USD O/D as specified in the Loan Advice;
<b>Payment Order</b>	means bills, drafts, orders and/or other instruments;
<b>P/L</b>	means a packing loans facility which shall be expressed as a percentage of the relevant export letter of credit as stated in the relevant Loan Advice;
<b>POD</b>	means a payment order discounting facility against any Payment Order purchased or discounted by the Bank from the Borrower;
<b>PSF</b>	means a pre-shipment financing facility which shall be expressed as a percentage of the relevant purchase order/contract as stated in the relevant Loan Advice;
<b>R/L</b>	means a revolving loan facility;
<b>S/G</b>	means a shipping guarantees issuance facility;
<b>Security Documents</b>	means the Assignment and such documents as may from time to time securing, guaranteeing or supporting the Facility(ies) for the benefit of the Bank;
<b>Standby L/C</b>	means a standby letters of credit issuance facility;
<b>T/L</b>	means a term loan facility;
<b>T/R</b>	means a trust receipt facility with a tenor as stated in the relevant Loan Advice;
<b>Transactions</b>	means the transactions entered into pursuant to the Bank's Terms and Conditions for Treasury and Derivative Products, Terms and Conditions for Foreign Exchange and Derivative Transactions or the terms and conditions under the ISDA Documentation (as the case may be) and has its meaning ascribed therein;
<b>USD</b>	means United States dollars, the lawful currency of the United States of America;
<b>USD O/D</b>	means an overdraft facility made available to the Borrower under account(s) denominated in USD; and
<b>USD Prime</b>	means the prime rate for USD as may be quoted by the Bank from time to time and subject to fluctuation.

## 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 Facility 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 these 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 Policy Pledge Loan 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 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;
  - (c) the confirmation from the Insurance Company that it will deliver to the Bank the acknowledgement to the notice of assignment signed by the Insurance Company;
  - (d) Warning notice duly signed by the relevant beneficiary (where applicable);
  - (e) Consent duly signed by the relevant beneficiary (where applicable);
  - (f) Confirmation duly signed by relevant the beneficiary (where applicable);
  - (g) 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 these General Terms and Conditions and production and where appropriate, execution of all appropriate documentation mentioned in these General Terms and Conditions, the Application Form and the Loan Advice to the Bank's satisfaction and payment of all required fees and charges, the Facilities 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 in favour of the Bank in accordance with the terms of the Assignment.

- 2.5 The Facilities shall be deemed automatically drawn down by the Borrower and/or advanced by the Bank when payment or liability is made or incurred by the Bank under the relevant Facilities. For the avoidance of doubt and subject to the Bank's overriding discretion, setting up of credit limits in respect of any overdraft facility and/or any other Facilities 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 Facilities and (ii) review and make adjustment to the Facilities 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 overdraft facility limit approved by the Bank, specified in the Loan Advice. 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 Where a Facility (the "**First Facility**") is said to be interchangeable with another Facility (the "**Second Facility**") as stated in the relevant Loan Advice, and any free unutilized balance is available under the First Facility, the whole amount of such free unutilized balance can be made available to the Borrower for utilization under the Second Facility, subject to any limit stated in the relevant Loan Advice, and the reverse shall also apply. For the avoidance of doubt, any balance of any Facility which is withheld by the Bank shall not be treated as free unutilized balance of such Facility.
- 2.10 In case of T/R being granted, it means that T/R and S/G are granted such that the T/R are interchangeable with the S/G.
- 2.11 Unless otherwise stated in the relevant Loan Advice, whenever T/R are granted together with L/C, such T/R are granted by the Bank as part of the L/C so that the utilization of the T/R is subject to the availability of free unutilized balance under the L/C and upon utilization, will reduce the free unutilized balance of the L/C by a corresponding amount.
- 2.12 In case of T/L or D/L (except for Policy Pledge Loan where drawdown notice is deemed to be given at the time of the approval of the Facility by the Bank or such other drawing date as set out in the Loan Advice), any advance under such Facility shall be made against a drawdown notice, except that no drawdown notice is required if an application by the Borrower for opening a letter of credit has been accepted by the Bank, in which case drawdown shall be deemed to have been made at the time when payment or a commitment to pay is made by the Bank pursuant to the relevant letter of credit. If a shipping guarantee shall be issued by the Bank on behalf of the Borrower, drawdown shall be deemed to have been made at the time when the Bank pays the beneficiary under the shipping guarantee. Any payment by the Bank in a currency other than the currency of the relevant Facility shall be converted at the spot rate of exchange quoted by the Bank for buying the currency of payment with the currency of the relevant Facility.
- 2.13 If a drawdown notice specifies that the relevant advance shall be credited to an account opened in the name of a third party (and not the Borrower), the Borrower shall remain liable for the repayment of the advance once the same has been made to such account.
- 2.14 A drawdown notice shall be irrevocable once given. A drawdown notice shall be in writing and in such form as the Bank may direct.
- 2.15 A notice for rollover or selection of interest period shall be irrevocable once given. Such notice shall be in writing and in such form as the Bank may direct. The Bank may at its absolute discretion and subject to such conditions as the Bank may think fit accept an instruction for rollover or selection of interest period be given to the Bank by phone, facsimile or electronic mail.
- 2.16 Subject to the Bank's overriding discretion, a drawdown will only be effected on a Business Day (which in the case of a Facility being denominated in USD shall mean a day on which commercial banks in Hong Kong, London and New York City are open for business but excluding Saturdays, Sundays and public holidays).
- 2.17 The Bank is not bound to monitor or verify the application of any amount borrowed under the relevant Facilities.
- 2.18 If, at any time, it is or will become unlawful in any applicable jurisdiction for the Bank to perform any of its



obligations under the Facilities or to fund or maintain its participation in any loan, the Bank shall notify the Borrower of the same and the commitments of the Bank shall be immediately cancelled and the Borrower shall repay the Facilities in full on the date specified by the Bank in the notice delivered to the Borrower.

### 3. Interest

- 3.1 All amounts advanced/drawn under the Facilities 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. 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 Facilities. In addition, if the applicable interest rate chargeable on the Facilities 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 these General Terms and Conditions, the Application Form or the Loan Advice, interest on the Facilities 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 and Pound Sterling or a 360-day year for other currencies (including 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 a Facility or, in the case where the principal sum of the Facilities is not payable by periodical instalments, at such interval as the Bank may designate in the Application Form and/or the Loan Advice or otherwise on the relevant repayment date 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 Subject to the Bank's approval, if any Facility is drawn in a currency other than that specified in the Application Form and the Loan Advice, the interest rate applicable to such Facility shall be such rate as determined by the Bank from time to time.
- 3.5 In respect of HKD O/D, and DDC O/D, the Bank shall be entitled to charge the highest of (i) the Original Interest Rate applicable to such facilities; or (ii) the overnight HIBOR; or (iii) the Bank's Cost of Funds as may be quoted by the Bank from time to time.
- 3.6 In respect of USD O/D, 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 CNY O/D, 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.
- 3.8 In respect of any overdraft facility (including HKD O/D, DDC O/D, CNY O/D and USD O/D), the interest accrued thereon shall be payable on the last Business Day of each month. Notwithstanding Clause 1 above and for the purpose of this Clause 3.8 only, "Business Day" shall mean a day on which commercial banks in Hong Kong are open for business but excluding Sundays and public holidays.
- 3.9 In respect of Facilities other than overdraft facilities, 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 LIBOR/ 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.
- 3.10 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.
- 3.11 If for any reason whatsoever, interbank offered rates (IBORs) include LIBOR/HIBOR or the amended rate as decided by the Bank pursuant to Clause 3.10 (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.

- 3.12 In respect of a Loan Facility where the Borrower is entitled to choose the duration of interest periods, all accrued interest shall be paid in arrears at the end of each interest period. No interest period shall extend beyond the final maturity date as set out in the Application Form and/or the Loan Advice and if any interest period would otherwise extend beyond such date, it shall end on such date. If the Bank receives no valid selection of an interest period from the Borrower, that interest period shall be one month. 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.
- 3.13 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 the 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 the Loan Advice and/or Security Documents is/are required for such withholding or deduction, it shall be increased by the Borrower 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:
- (b) increases the Bank's cost of making available or maintaining the relevant Facilities; or
- reduces the amount of any payment receivable by the Bank under the Application Form and/or 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 any Facility denominated in the currency specified in the Application Form and the Loan Advice for the relevant Facility into HKD; or
  - (b) convert all or any outstanding indebtedness, liabilities and/or obligations due, owing or incurred by the Borrower under any Facility denominated in a currency other than that specified in the Application Form and the Loan Advice for the relevant Facility into the currency so specified for the relevant 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 and the Loan Advice for the relevant Facility.

The Bank may also from time to time, without actual conversion, determine the outstanding amount of any Facility by reference to the base currency to which such 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 such 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 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 Facilities or the transactions contemplated under the Application Form, the Loan Advice are denominated, these General Terms and Conditions and the Application Form, 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 these General Terms and Conditions but subject to Clause 27.8 hereof, 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 Facilities.
- 5.2 Unless otherwise provided in the Application Form and/or the Loan Advice and/or these General Terms and Conditions and/or General Terms and Conditions for Mortgage Loan Facility or agreed by the Bank in writing, in the case of the Facilities being payable by monthly instalments, the first instalment shall be due and payable one month after the drawdown of the relevant Facilities; in the case of the Facilities being payable by bi-weekly instalments, the first instalment shall be due and payable two weeks after the drawdown of the relevant Facilities.
- 5.3 Subject to the Bank's approval, in the case of the Facilities being payable by the Borrower by monthly instalments, the Borrower may designate a day of each successive month as pre-set payment dates for payment of the monthly instalments to the Bank. The first pre-set payment date shall be the pre-set payment date which immediately follows the date of drawdown of the relevant Facilities. If the first pre-set payment date does not fall on or falls before the date falling one month from the drawdown date of the relevant Facilities :-
- (a) the first monthly instalment shall be due and payable on the second pre-set payment date and the subsequent monthly instalments on the corresponding subsequent pre-set payment dates;
  - (b) interest on the relevant Facilities shall accrue on a daily basis for the period from the drawdown date of the Facilities to the first pre-set payment date (the "**Extended Interest**");
  - (c) the amount due and payable for the first monthly instalment shall be a sum representing the monthly instalment payable (calculated as if the relevant Facilities were drawn on the first pre-set payment date) together with the Extended Interest.

If the first pre-set payment date falls on or after the date falling one month from the drawdown date of the relevant Facilities, the first monthly instalment shall be due and payable on the first pre-set payment date and there shall be no Extended Interest payable by the Borrower.

- 5.4 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.
- 5.5 In the case of ML and/or T/L secured by mortgaged properties (the "**said facilities**"), the loan tenor specified in the Application Form and/or the Loan Advice is subject to the confirmation of the solicitors acting for the Bank after their review of the title deeds of the mortgaged property. Such loan tenor must not be longer than the term of the Government Grant under which the property is held. In the event the term of the Government Grant is shorter than the loan tenor of the said facilities, re-approval of the said facilities by the Bank is required. Such re-approval process may result in the Bank's refusal to grant the said facilities or in repackaging the said facilities with different loan amount and/or loan tenor and/or the terms and conditions of the loan.
- 5.6 In respect of ML, T/L or D/L where CNY HIBOR, HIBOR or LIBOR is used as the Base Rate and where repayment is required to be made on an interest payment date or a repayment date only, or in respect of R/L, if a repayment is not made on an interest payment date, the Borrower shall indemnify the Bank for any break-funding cost which would have been incurred in the amount certified by the Bank.
- 5.7 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.
- 5.8 If the Borrower shall anticipate or experience any difficulty in repaying or servicing the Facilities, 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 HKD O/D and DDC O/D, 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 USD O/D, at (i) the USD Prime plus the applicable Default Margin, or (ii) 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.
  - (c) In respect of CNY O/D, 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 Loan Facility(ies), 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.
  - (e) For Facilities other than HKD O/D, DDC O/D, USD O/D, CNY O/D and Loan Facility(ies), at (i) the applicable Default Margin plus the prime rate for the relevant currency and as may from time to time be quoted or determined by the Bank, or (ii) the overnight inter-bank offered rate for the relevant currency and as may from time to time be quoted or determined by the Bank, or (iii) the Bank's Cost of Funds whichever is the highest.
- 6.3 (a) In respect of HKD O/D and DDC O/D, 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 Sub-clause 6.2(a) 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 USD O/D, 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 USD O/D, 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 CNY O/D, 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 If any instalment or interest payment is overdue, default interest shall be calculated from the due date of the relevant instalment or interest payment on a daily basis up to the day on which actual payment in full has been made. The provisions in this Clause 6.4 shall not prejudice or affect the Bank's rights to charge default interest under Clause 6.2 above.
- 6.5 Apart from default interest, the Bank reserves the right to charge the Borrower Default Administrative Charges of **HKD500.00** or such other amount as determined by the Bank from time to time, on each time when the Borrower fails to make a payment on its due date. In addition, if 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 legal costs 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 F/X and other Treasury and Derivative Products

- 7.1 All F/X and other treasury and derivative products Transactions shall be subject to the terms and conditions stipulated by the Bank from time to time and the market practices prevailing for the time being and must be settled before 3:00 p.m. Hong Kong time on the relevant value date or delivery date for any particular Transactions or such other time as may be required by the Bank.

## 8 Facilities granted to two or more Borrowers severally

- 8.1 If, under any Application Form and/or the Loan Advice, the Facilities are granted to two or more Borrowers severally, such Facilities or any part or parts thereof may, subject to the Bank's prior approval, be utilized by any one of the relevant Borrowers within such sub-limits (the "**Sub-Limits**") (if they are expressly stipulated in the relevant Application Form and/or the Loan Advice or otherwise imposed by the Bank) and upon such terms as the Bank may determine from time to time. In any event, the Borrowers may not in aggregate borrow more than the amount of the Facilities. For the purpose of this Clause 8, the Facilities that are granted to two or more Borrowers severally are hereinafter called the "**Global Facilities**" and the facility limit in respect of the Global Facilities is called the "**Global Limit**".
- 8.2 For the avoidance of doubt, unless Sub-Limits are stipulated in the Application Form and/or the Loan Advice or otherwise imposed by the Bank, the Bank may allow any one or more of the Borrowers to utilize the Global Facilities up to the full extent of the Global Limit, provided that unless the Bank in its absolute discretion agrees, the aggregate utilization of the Global Facilities at any time by all of the relevant Borrowers in respect of each type of the Global Facilities shall not exceed the relevant Global Limit(s) of such Global Facilities.
- 8.3 Where there are Sub-Limits stipulated in the Application Form and/or the Loan Advice or otherwise imposed by the Bank, all the Borrowers acting together by themselves or through an authorized representative(s) may apply to the Bank to vary the Sub-Limits allocated to each of the Borrowers by giving the Bank not less than three (3) Business Days' prior notice. The Bank reserves the absolute discretion to determine whether to accept or reject any such application.
- 8.4 Upon approval by the Bank of any application to vary the Sub-Limits, each of the relevant Borrowers shall be bound by the variation and any condition imposed by the Bank in respect of such variation.
- 8.5 Notwithstanding anything herein contained, the Bank reserves the absolute right to re-allocate the Global Facilities and/or the Global Limits and/or the Sub-Limits (if any) at any time and at the Bank's sole and absolute discretion.
- 8.6 For the avoidance of doubt, all provisions contained in these General Terms and Conditions applicable to the Facilities shall equally apply to the Global Facilities and insofar as the relevant Borrower's utilization of and liabilities under or relating to the Global Facilities are concerned, each of the Borrowers to whom the Global Facilities is granted shall be bound by the provisions contained in these General Terms and Conditions.

## 9 Facilities to be used by third parties

- 9.1 Subject to the Bank's prior approval, the Bank may, at the request of the Borrower, allow the Facilities granted to the Borrower to be utilized by third parties (the "**Co-user(s)**") upon the following conditions and other additional conditions as the Bank may from time to time impose:-
- (a) any utilization of the Facilities by the Co-user(s) shall be booked under the account(s) of the Borrower and the Borrower shall be fully liable for the same to the Bank as if it were the party actually utilizing the Facilities;
  - (b) in addition and without prejudice to sub-clause (a) above, the Co-user(s) shall, in addition to the Borrower, be fully liable to the Bank in respect of their utilization of the Facilities as if the Facilities were granted in their favour and utilized by them under their own account(s). In this regard, the Co-user(s) shall be bound by these General Terms and Conditions and any other terms and conditions under which the Bank has agreed to grant the Facilities to the Borrower, as if the Co-user(s) is/are the Borrower named therein; and
  - (c) in case the Borrower has given any guarantee in favour of the Bank for the obligations and liabilities of the Co-user(s) under general banking facilities granted or to be granted by the Bank in favour of the Co-user(s), such guarantee shall for all intent and purposes cover the obligations and liabilities of the Co-user(s) under sub-clause (b) above. For the avoidance of doubt, this provision shall not be affected in case the liability of the Borrower under sub-clause (a) above is or becomes unenforceable or avoided for whatever reason.

## 10. Prepayment

- 10.1 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 **HKD50,000.00** 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.

## 11. Conclusive Statement

- 11.1 Any statement of account (including, without limitation, the monthly statement) relating to the Facilities 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.
- 11.2 Any certificate relating to the Bank's Cost of Funds or any Base Rate in respect of any Facilities signed as correct by any one of the Bank's officers shall be conclusive and binding on the Borrower.
- 11.3 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.
- 11.4 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.

## 12. Termination of the Facilities

- 12.1 Notwithstanding anything contained in the Application Form and/or the Loan Advice (including any review date stated therein), the Bank reserves the overriding right to:-
  - (a) review the Facilities at any time (if applicable, prior to the review date stated in the Application Form and/or the Loan Advice) and the Facilities 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
  - (c) increase, reduce and/or cancel the Facilities 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.
- 12.2 A renewal fee shall be payable by the Borrower when the Facilities or any part or parts thereof are renewed, extended or otherwise revised by the Bank.

## 13. Mortgaged Property(ies)

- 13.1 The following provisions shall apply if land property(ies) is/are mortgaged to the Bank as security for the Facilities:-
  - (a) the title of the property(ies) to be mortgaged to the Bank shall be approved by solicitors appointed by the Bank;
  - (b) the mortgaged property(ies) has/have to be insured against fire risks. The relevant insurance policy denoting the Bank's interest as mortgagee together with the premium receipt shall be lodged with the Bank forthwith after the Borrower has accepted the relevant Application Form and/or the Loan Advice under which the Facilities are granted (but in any event prior to the drawdown of the Facilities), and in the case of renewal of any insurance policy, fifteen (15) days before the expiry of the current insurance policy, provided always that if the Borrower fails to perform its obligation as aforesaid, the Bank shall be entitled (but not be obliged) to take out or renew at the Borrower's costs and expenses the said insurance policy for the Borrower with such insurance company, for such insured amount and on such terms as the Bank shall determine;
  - (c) where the property(ies) mortgaged is/are residential property(ies), such property(ies) shall, as indicated and subject to the conditions imposed by the Bank, be insured against fire risks with an insurance company acceptable to the Bank for an amount approved by the Bank. If the insured amount of the mortgage fire



- insurance policy chosen by the Borrower involves assessment of the reinstatement value of the mortgaged property(ies) and the Bank requires valuation of the property(ies) to be conducted by the Bank's nominated surveyor at inception and upon renewals, the Borrower shall be liable to reimburse the Bank on demand all valuation charges and administration fee, so incurred;
- (d) where the property(ies) mortgaged is/are property(ies) other than residential properties, such property(ies) has/have to be insured through the Bank's appointed agent upon such terms, for such amount and against such risks as the Bank may require from time to time;
  - (e) where the mortgage of the property(ies) is given to the Bank by way of equitable mortgage, the Borrower shall forthwith on demand by the Bank execute or procure the execution of a legal mortgage or legal charge in favour of the Bank on such terms and in such form as the Bank may require;
  - (f) the Borrower undertakes that the property(ies) is/are self-occupied by the registered owner(s) thereof and the property(ies) shall not be let to any other party(ies) unless with the Bank's prior written consent. The Bank shall have the right to re-determine the interest rate, the loan amount and/or the terms and conditions of the relevant Facilities at its absolute discretion upon giving the consent to let and such re-determination of the interest rate, the loan amount and/or the terms and conditions shall take immediate effect unless otherwise agreed by the Bank. All costs and expenses (including the Bank's legal costs on a full indemnity basis) reasonably incurred by the Bank in giving the consent shall be borne and paid by the Borrower;
  - (g) the Borrower undertakes that it shall not / it shall procure the mortgagor not to enter into any second mortgage / further mortgage over the property(ies) without the prior written consent of the Bank. Otherwise, re-approval of the Loan by the Bank is required. Such re-approval process may result in the Bank's refusal to grant the Loan or in repackaging the Loan with different loan amount and/or loan tenor and/or the terms and conditions of the loan; and
  - (h) on default in payment of any of the Facilities, the Bank may take possession of and sell the property(ies) pursuant to the terms of the relevant mortgage or charge documents under which the property(ies) is/are mortgaged to the Bank.

#### 14. Property valuation fees

- 14.1 The Borrower acknowledges that when any land property is proposed to be mortgaged to the Bank as security for the Facilities, the Bank may, in its absolute discretion, elect to engage a property valuation agent or its internal office or department, or both, to assess the value of the property concerned. Without prejudice to the generality of the foregoing, during the availability of the Facilities, the Borrower will promptly deliver to the Bank from time to time as requested by the Bank valuation report or reports (with the name of the Bank as the addressee) in respect of the mortgaged property(ies) or any part thereof, which shall be dated not earlier than 30 days prior to the date of its delivery and prepared at the cost and expense of the Borrower by an independent firm of property valuation agent acceptable to the Bank, as to the then current market value of the mortgaged property(ies).
- 14.2 If any property valuation agent has been engaged, the Borrower shall be obliged to reimburse the Bank the full amount of the fees charged by the agent and pay the Bank a handling charge in such sum as the Bank may charge its customers generally for arranging such kind of property valuation. If the Bank has engaged its internal office or department to make assessment of the value of the property concerned, the Bank may impose a handling charge on the Borrower in such amount as the Bank may charge its customers generally for such service. All such fees and charges shall be payable by the Borrower forthwith on demand.
- 14.3 For the avoidance of doubt, unless the Bank otherwise agrees, the Borrower shall be liable for the payments mentioned in Clause 14.2, notwithstanding that the property in question may not eventually be accepted by the Bank as security for the Facilities for whatever reason or that the Facilities are not eventually made available to or utilized by the Borrower on whatever ground.

#### 15. Indemnity

- 15.1 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 Facilities granted to the Borrower (including the Facilities used by Co-user(s) as mentioned in Clause 9 above) 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.
- 15.2 Without prejudice to Clause 4.1, if the Bank is required to make any payment for such withholding or deduction referred to in Clause 4.1 or incur any liability with respect to such withholding or deduction, the Borrower shall promptly indemnify the Bank against such payment or liability.

#### 16. Expenses

16.1 Whether or not the Facilities are drawn or utilized by the Borrower, all expenses including but not limited to 保單抵押貸款申請表附件 - 一般銀行授信及貸款授信(包括保單抵押貸款有關的條款) / Attachment to Policy Pledge Loan Application Form - General Terms and Conditions for General Banking Facilities and Loan Facility(ies) (including those relating to Policy Pledge Loan) (2024-11)版本 /version)

legal fees, communications and other out-of-pocket expenses reasonably incurred by the Bank in connection with the Facilities or any documents executed in respect of the Facilities or any enforcement, or attempted enforcement, of the Bank's rights under the Application Form and/or the Loan Advice or other documents executed in respect of the Facilities, are to be borne by the Borrower on a full indemnity basis.

## 17. Appropriation

- 17.1 The Borrower hereby irrevocably waives any right or power which it may have by way 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.

## 18. Set-off and Lien

- 18.1 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 1<sup>st</sup> 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 18.1.

- 18.2 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.
- 18.3 If any sum is due but unpaid under the Facilities and/or these General 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 Facilities and/or these General Terms and Conditions after first deducting all costs and expenses 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.
- 18.4 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.

## 19. Authorization to debit account(s)

- 19.1 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 Facilities from 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.

## 20. Debt Collection

- 20.1 The Bank shall be entitled to employ debt collecting agent(s) to collect any sum due but unpaid by the Borrower under the Facilities. 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 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 Facilities or the Application Form or the Loan Advice.

## 21. Information

- 21.1 The Borrower agrees that it is necessary to supply the Bank 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 Bank for assessing the grant, revision and renewal of the Facilities. The Borrower (which for this subclause refers to itself in the case of an incorporated entity and its capacity as the duly authorised agent acting on behalf of the related 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 Bank to use any data, information and documents relating to the Borrower and the Related Parties, the Facilities, the Application Form, the Loan Advice or any other agreements or transactions or dealings between the Borrower and/or the Related Parties and /or the Bank in accordance with the Bank's Conditions for Services (as amended and in force from time to time) (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 Bank from time to time (the "**Notice**"), and the contents and the receipt of which are hereby acknowledged by the Borrower) and notes that such data/information/documents (including the Application Form, the Loan Advice or anything in respect of the Facilities) 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 Facilities 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.
- 21.2 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.
- 21.3 The Borrower agrees that the Bank may provide the following information to any Obligors in respect of any Facilities extended by the Bank to the Borrower:-

- (a) a copy of the contract evidencing the obligations to be guaranteed or secured by any Obligors or a summary



- thereof;
- (b) a copy of any formal demand for overdue payment served on the Borrower from time to time; and
  - (c) a copy of the latest statement of accounts provided to the Borrower from time to time on request by any Obligors.
- 21.4 In the case of an individual Borrower, 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 agencies to delete from its database any account data relating to the terminated account.
- 21.5 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.
- 21.6 This Clause 21 shall also apply, mutatis mutandis, to any party who has entered into or countersigned the Application Form and/or the Loan Advice in favour of the Bank, but is not otherwise a party to any other Security Document.

## 22. Assignment

- 22.1 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 Facilities and these General Terms and Conditions and the related guarantees, 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 Facilities and/or these General Terms and Conditions to any party except with the prior written consent of the Bank.

## 23. Representations, warranties and undertakings

- 23.1 The Borrower makes the following representations and warranties to the Bank on the date of its execution of the relevant Application Form and/or the Loan Advice:-
- (a) it is a company duly incorporated with limited liability under the laws of the place where it was incorporated (applicable where the Borrower is a limited company);
  - (b) it has a valid and subsisting business registration certificate pursuant to the Business Registration Ordinance (Cap.310 of the Laws of Hong Kong) (where applicable);
  - (c) it has the power and authority and the legal capacity to perform and observe its obligations under the Application Form, the Loan Advice, these General Terms and Conditions, Security Documents and any other ancillary documents executed in the Bank's favour;
  - (d) all necessary corporate and other action (including but not limited to any corporate resolutions required to be passed by the Borrower's shareholders and/or directors) under all applicable laws and regulations (including but not limited to the Borrower's Memorandum and Articles of Association) to which the Borrower is subject has been taken to authorise the use of the Facilities and the execution, delivery and performance of these General Terms and Conditions, the Application Form, the Loan Advice, the Security Documents (if applicable) and any other ancillary documents;
  - (e) these General 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;
  - (f) 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 or incurred 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, in each case, been properly waived and/or remedied thereunder;
- (g) the entry into and performance by it of, and the transactions contemplated by, these General Terms and Conditions, the 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 it, its constitutional documents or any agreement, or instrument binding on it or any of its assets;
  - (h) 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;
  - (i) it is not subject to any existing litigation or arbitration or administrative proceeding or petition for bankruptcy or winding up before any court, tribunal, arbitrator or governmental authority and is not pending any litigation or arbitration or administrative proceeding or petition for bankruptcy or winding up and it has no knowledge of (having made all reasonable enquiries) any litigation, arbitration or administrative proceeding or petition for bankruptcy or winding up threatened against the Borrower, or any of its properties or assets, which might, in each case, result in a material adverse change or effect on the business, assets, condition (financial or otherwise) or prospects of the Borrower;
  - (j) there is no arrangement with any other financier to further charge the mortgaged property(ies) under which the Bank is the first mortgagee except for those where prior written consent has been given by the Bank;
  - (k) no Event of Default has occurred, or will occur as a result of execution of any of the Application Form, the Loan Advice, Security Documents and other ancillary documents and/or utilizing any of the Facilities, which has not been duly remedied or waived under the Application Form, the Loan Advice and/or these General Term and Conditions;
  - (l) 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(ies) and on each interest payment date, in each case by reference to the facts and circumstances then existing.

23.2 The Borrower undertakes with the Bank that it will:

- (a) promptly notify the Bank in writing on becoming aware of the occurrence of any Event of Default or potential Event of Default or any other events or circumstances which has or might have a material adverse change in or effect on 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) duly pay or cause to be paid all taxes, duties and other governmental charges imposed upon the Borrower;
- (c) from time to time (including in respect of the net exposure of one or more transactions under the Facilities) 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 Facilities and/or the net exposure thereunder ;
- (d) ensure that the Borrower's obligations hereunder and under these General Terms and Conditions, the Application Form, 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;
- (e) 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 Facilities and Security Documents to which it 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 guarantor(s) or 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);
- (g) (in case of the Borrower being a firm, partnership or company) promptly upon the Bank's request supply or procure to be supplied to the Bank all information, books, documents, accounts, instruments, computer or other records, orders, correspondence (whether original or copy) and other evidence (in whatever form) relating to the Facility(ies) and collection and enforcement of the Facility(ies). The Borrower shall allow any officer, employee, advisors, duly authorized representative or agent of the Bank, at all reasonable times, to attend any premises of or occupied by the Borrower or where the Borrower carries on business to inspect, check, verify and copy (at the Borrower's expense) any of the above as the Bank may require from time to time;
- (h) promptly supply or procure to be supplied to the Bank such other documents or information reasonably required by the Bank from time to time; and
- (i) (in case of the Borrower being a firm, partnership or company) comply with, and (in any other case where any third party guarantor(s) or security provider(s) is involved) ensure any such third party guarantor(s) or security provider(s) to comply with, in each case in all material respects, with all environmental laws (including but not limited to obtain and maintain all environmental permits relevant to the operation of their business activities in the relevant countries) applicable to it or the relevant third party guarantor(s) or security provider(s).

23.3 In the case where the Borrower is a firm, partnership or company, that it undertakes with the Bank that it will NOT unless the Bank otherwise expressly agrees in writing:

- (a) merge, or consolidate with or into any other corporation or take any step with a view to dissolution,



- liquidation or winding up;
- (b) make any material change to the nature of the Borrower's business as presently carried on;
- (c) create, incur or suffer or permit to exist any charge or security interest upon any of the Borrower's property, assets, revenues and rights, present or future, except (i) in favour of the Bank or (ii) being any lien arising by operation of law and in the ordinary course of trading or entered into in the ordinary course of its banking arrangements provided that in each case the debt secured thereby is paid when due or contested in good faith;
- (d) make loans, advance moneys, grant credit to or guarantee or indemnify the liability of any person, firm or company, except for any trade credit extended to its customers on normal commercial terms and in the ordinary course of its trading activities or as permitted by the purpose of the Facility(ies);
- (e) make any change(s) to the Borrower's Memorandum and Articles of Association (applicable if the Borrower is a limited company); or
- (f) sell, assign or dispose any of its major assets or business (as determined by the Bank) to any third party unless the proceeds of such sale, assignment or disposal are for the repayment of any outstanding under the Facilities.

23.4 In the case where the Borrower is a firm or partnership, it undertakes with the Bank that it will promptly inform all withdrawing, retiring and joining partners in writing of the representations and warranties in this Clause 23.

## 24. Events of Default

- 24.1 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 any of the Facility(ies) upon the occurrence of any of the following events of default:-
- (a) the failure by any Obligor to pay any principal, interest, charges or other costs and expenses payable to the Bank in connection with the Facility(ies) on the due date;
  - (b) 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;
  - (c) any of the representations, warranties, undertakings, covenants or statements of any Obligor under the Application Form and/or the Loan Advice and/or these General Terms and Conditions and/or the Security Documents and any other ancillary documents or any information or document delivered by any Obligor to the Bank is incorrect or misleading in any material respect;
  - (d) any distress, attachment, sequestration, execution or other legal process is levied, enforced or sued out on or against the assets of any Obligor;
  - (e) an event occurs which, in the opinion of the Bank, has or might have a material adverse change in or effect on the business, assets condition (financial or otherwise) or prospects of any Obligor or affect or prevent the ability of any Obligor to perform its obligations under the Application Form and/or the Loan Advice and/or the Security Documents;
  - (f) a payment default occurs under the provisions of any agreement or instrument evidencing or securing any financial indebtedness of any Obligor or any such financial indebtedness becomes payable or capable of being declared payable before its stated maturity;
  - (g) a petition is presented or proceedings are commenced or an order is made or an effective resolution is passed for the bankruptcy or winding up of any Obligor or for the appointment of a liquidator, receiver, official administrator or similar officer in respect of any Obligor or all or any part of its business or assets or if any Obligor otherwise becomes insolvent or bankrupt under any court of law;
  - (h) without prejudice to paragraph (a) above, failure of any Obligor to comply with any provision contained in these General 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 Obligor becoming aware of the failure to comply;
  - (i) any change to the direct or indirect shareholding of the Borrower or any guarantor without the prior written consent of the Bank (except if the Borrower or such guarantor is a company listed on any stock exchange);
  - (j) any governmental, tax, monetary or other approval required by any Obligor in connection with the Facilities is withdrawn or revised in a way prejudicial to the interest of the Bank under the Facilities, these General Terms and Conditions, the Application Form, the Loan Advice or any Security Documents or any other ancillary documents;
  - (k) any present or future security on or over the assets of any Obligor becomes enforceable;
  - (l) it becomes unlawful for any Obligor to perform any of its obligations under these General Terms and Conditions, the Application Form, the Loan Advice, any Security Document or any other ancillary documents; and
  - (m) 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 24.1.

## 25. Liability of the Bank

25.1 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) (i) 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; (ii) 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 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 of (i) and /or (ii) above; 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; and/or
  - (d) any instruction / notice given by the Borrower through telephone, facsimile or electronic mail having been acted upon by the Bank.
- 25.2 In the case of any POD, the Bank shall have absolute discretion to refuse to purchase or discount any Payment Order without giving any reason therefor. In addition and without prejudice to the Bank's right under all existing terms and conditions, the Bank has full recourse against the Borrower in respect of any or all of the Payment Orders purchased or discounted by the Bank from the Borrower and the Borrower shall refund to the Bank on demand at any time, whether prior to the maturity of the Payment Order or otherwise, the sum paid to the Borrower by way of the purchase or discount of the Payment Order together with interest thereon from the date of the Bank's payment to the Borrower up to the refund by the Borrower in full.

## 26. Financial Statements/Information

- 26.1 In case the Borrower and/or any Obligors is a limited company, the Bank shall be entitled, at any time and from time to time require the Borrower to furnish to the Bank :-
- (a) within ninety (90) days after the end of every six (6) months of each accounting period, copies of the unaudited consolidated and/or unconsolidated financial statements of the Borrower and (if applicable), any Obligors and the Borrower's subsidiary companies duly certified by the Borrower's director(s) and (if applicable) the director(s) of any Obligors and/or the Borrower's subsidiary companies to be true copies of the original unaudited consolidated and/or unconsolidated financial statements; and
  - (b) within one hundred and eighty (180) days from the close of the financial year of the Borrower, or (if applicable) any Obligors and the Borrower's subsidiary companies, the original audited consolidated and/or unconsolidated annual financial statements of the Borrower or (if applicable) any Obligors and the Borrower's subsidiary companies for such year or copies of such audited consolidated and/or unconsolidated annual financial statements duly certified by the Borrower's director(s) and (if applicable) the director(s) of any Obligors and/or the Borrower's subsidiary companies to be true copies of the original audited consolidated and/or unconsolidated annual financial statements.
- 26.2 In case the Borrower is a sole-proprietorship or partnership, the Borrower shall furnish to the Bank at the request of the Bank copies of the Borrower's financial statements duly certified by the sole-proprietor or partner(s) of the Borrower to be true copies of the original and such other information about the Borrower.
- 26.3 In case the Borrower is an individual, 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.
- 26.4 The Borrower shall procure that each set of financial statements delivered pursuant to Clauses 26.1 and 26.2 are prepared according to relevant generally accepted accounting principles.

## 27. Miscellaneous

- 27.1 Subject to prior notice to the Borrower, the Bank reserves the absolute right to vary the terms of the Facilities, to increase, reduce and/or cancel any 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 these General Terms and Conditions (including without limitation the Default Margin or the Default Administrative Charges), to impose a commitment fee on the daily undrawn balance of the Facilities 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.
- 27.2 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.

- 27.3 Subject to Clause 27.4, 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 11.4, 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.
- 27.4 The Bank reserves the right to notify the Borrower of any variation of these General Terms and Conditions or any fees or changes in the standard charges for or relating to the Facilities, the Default Margin, the default interest set out in Clause 6.2 above, the Default Administrative Charges or the basis of calculation of any of them by notice displayed or posted up in the Bank's banking halls.
- 27.5 These General Terms and Conditions are in addition and without prejudice to the Bank's rights under all existing or future security and/or legal documents (if any) held by the Bank.
- 27.6 If the Borrower shall consist of more than one person and any Facilities are made available to such Borrowers jointly, the liabilities of the Borrowers to the Bank under those Facilities shall be joint and several and each and every provision of the Application Form, the Loan Advice and the terms herein shall be construed accordingly. If the Borrower is a firm (whether partnership or sole proprietorship), the Application Form, the Loan Advice and the terms herein shall be binding jointly and severally on all persons now or for the time being or at any time hereafter carrying on business in the name of the said firm or in succession to the said firm notwithstanding any change of members or constitution thereof.
- 27.7 Save as provided for in Clause 27.8, in case of conflict between (1) the terms of the Assignment, (2) these General Terms and Conditions and (3) any of the terms contained in the documentation mentioned in the relevant Loan Advice, (a) the terms of the Assignment shall prevail over these General Terms and Conditions and the terms referred to in (3), and (b) the terms referred to in (3) shall prevail over these General Terms and Conditions.
- 27.8 In the case where mortgage/legal charge forms prescribed by the Hong Kong Housing Authority, Hong Kong Housing Society or other similar bodies or authorities are used, whenever there is any conflict between the terms of the Loan Advice, these General Terms and Conditions and any of the terms contained in the mortgage/legal charge forms, the terms of the mortgage/legal charge forms shall prevail.
- 27.9 Any provision in the Application Form, the Loan Advice and/or these General 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 these General 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 Facility Letter and/or these General Terms and Conditions (as the case may be), all of which shall continue in full force and effect.
- 27.10 In the case where a facility is subject to a separate set of General Terms and Conditions, if there is any conflict between these General Terms and Conditions and the General Terms and Conditions for the specific facility, the latter shall prevail.
- 27.11 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.
- 27.12 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.

## 28. Language

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

## 29. Governing Law

- 29.1 The Application Form and/or the Loan Advice and these General 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.

### 30. Third Party Rights

- 30.1 Subject to Clause 30.3, a person who is not a party to any of the Loan Advice, the Application Form and/or these General Terms and 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 such Loan Advice, the Application Form and/or these General Terms and Conditions.
- 30.2 Notwithstanding any term of any of the Loan Advice, the Application Form and/or these General Terms and Conditions, the consent of any person who is not a party to such Loan Advice, the Application Form and/or these General Terms and Conditions is not required to rescind or vary such Loan Advice, the Application Form and/or these General Terms and Conditions at any time.
- 30.3 Any director, officer, employee, affiliate or agent of the Bank may, by virtue of the Third Parties Ordinance, rely on any provision of any Loan Advice, the Application Form and/or these General Terms and Conditions (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.