

1. Interpretation 解釋

- (a) These terms and conditions have been arranged into separate clauses and paragraphs for convenience only. Any of the terms and conditions in any clause or paragraph shall, where the context permits or requires, apply equally to transactions dealt with under other clauses or paragraphs. Clause headings are for ease of reference only and shall have no legal effect.
本條款及細則所載之條款與條件為方便起見列於各條各款。若上下文許可或需要，任何條、款中之任何條款與條件同樣適用於其他條、款項下之交易。標題僅為方便參巧而設，並無法律效力。
- (b) In these terms and conditions, unless the context otherwise requires, references to me/us shall if I/we am/are a sole proprietorship firm include the sole proprietor and his successors in the business and, if I/we am/are a partnership firm, include the partners as at the date of these terms and conditions and any other persons who shall at any time hereafter be or have been a partner of the firm and the successors to such partnership business. These terms and conditions shall be binding on me/us and my/our successors notwithstanding any change in the constitution of me/us or of any such successor and, without limiting the foregoing, shall not be terminated or affected by the death, bankruptcy, liquidation, or retirement of any parties or by any other change in the composition of any firm as aforesaid.
除文意另有規定者外，本條款及細則中提及之本人/吾等，若本人/吾等為獨資經營之商號，則包括獨資經營者及其業務繼承人；若本人/吾等為合夥經營，則包括於本條款及細則日期之合夥人及今後任何時候應為或已為該合夥人及該合夥業務之繼承人。無論本人/吾等或本人/吾等任何繼承人之章程發生任何變化，本條款及細則應對本人/吾等及本人/吾等繼承人具有約束力，而且於不限制上述規定之同時，本條款及細則不應由上述任何方之死亡、破產、清盤或退休或上述任何商號、合夥經營章程之任何其他變化而終止或受到影響。
- (c) Where I/we consist of more than one person or where I/we am/are a firm consisting of two or more persons, the liabilities of me/us shall be joint and several liabilities of each such person and references to me/us shall be construed as references to each and/or any such persons. The Bank and any Bank Group Company may at any time apply all or part of the funds standing to the credit of any account with the Bank or any Bank Group Company in the name of one joint applicant singly or jointly with others in or towards discharging any debit balance on the account with the Bank or any Bank Group Company of any other joint applicant singly or jointly with others.
若本人/吾等包括一名以上之個人或若本人/吾等為二個或以上個人組成之商號，則本人/吾等之負債為每個該等人仕共同與各自之負債，而且提及本人/吾等應解釋為指每個及(或)任何該等人仕。銀行及任何渣打集團公司可隨時將某一聯名申請人單獨或與他人聯名於銀行或任何渣打集團公司開設之賬戶之全部或部份結存款項用於扣除任何其他聯名申請人單獨或與他人聯名於銀行或任何渣打集團公司開設之賬戶的結欠款項。
- (d) References herein to any person shall include a firm or corporation, words importing the singular shall include the plural and vice versa and words importing a gender shall include every gender. The words "subsidiary" and "holding company" used herein shall have the same meanings as defined in section 2 of the Companies Ordinance (Chapter 32 of the Laws of Hong Kong).
本條款及細則提及之任何人應包括商號或公司。單數詞包括複數詞之意義，反之亦然。單性詞包括他性詞之意義。此處使用之「附屬公司」及「控股公司」之意思應與公司條例(香港法例第32章)第二條內所定義的相同。
- (e) The expression "the Loan" means the total principal amount of Business Instalment Loan advanced by Standard Chartered Bank (Hong Kong) Limited ("the Bank") to me/us from time to time. "Business day" means a day on which the Bank is open for business in Hong Kong, including Saturday.
在本條款及細則中，「貸款」一詞指香港渣打銀行(香港)有限公司(「銀行」)向本人/吾等不時提供的拓展易中小企業分期貸款總額。「營業日」指銀行在香港開門營業的一日，包括星期六。

2. The Loan 貸款

- (a) I/We hereby acknowledge and agree that the Bank has absolute discretion in approving and granting the amount of the loan and/or the tenure of the loan to me/us. I/We agree to accept any such amount and/or any such tenor as may be approved by the Bank pursuant to my/our application even though such amount may be less than those applied for by me/us, and/or such tenor may be longer or shorter than that applied for by me/us. I/We further acknowledge that the Bank may from time to time specify the minimum amount of the Loan that I/we may apply for.
本人/吾等確認並同意，銀行可全權酌情決定向本人/吾等批核或授予貸款額及年期，而本人/吾等同意接受銀行根據本人/吾等的申請而批核的貸款額及年期，即使該貸款額少於本人/吾等申請的貸款額或/及該年期多於或少於本人/吾等申請的年期。本人/吾等亦確認銀行可不時指定本人/吾等可申請貸款之最低貸款額。
- (b) I/We agree that the Loan will only be granted to me/us subject to the execution by me/us of all documents as the Bank may require and (in the case of a company) the delivery to the Bank of a certified copy of minutes of our Board meeting in the Bank's standard form approving the transaction.
本人/吾等同意，本人/吾等須在簽署銀行要求的所有文件及(如屬公司)向銀行遞交批准有關交易的董事會會議記錄的核證副本(按銀行的標準格式)後，才可獲銀行批出貸款。
- (c) Without limiting the generality of the foregoing, I/we acknowledge that the Bank shall have the right at its absolute discretion to allocate a higher proportion of any one or more of the monthly repayments to interest and/or handling fee and/or other fees and charges rather than to the principal then due in respect of the Loan. The Bank is also authorized to debit my/our repayment account for the Loan with the amount of each monthly repayment commencing one month after drawdown of the Loan or any part thereof.
在不局限前文的概括性原則下，本人/吾等確認銀行有絕對酌情權決定將任何一期或以上的每月還款額的較高比率用以償還利息或與手續費及/或其他費用及收費，而非當時到期償還貸款本金。銀行亦獲授權從提取貸款中任何部分之後的一個月起，從本人/吾等的還款戶口中扣除每月還款額。
- (d) Early redemption of all (but not part) of the Loan will be permitted upon a written request for early redemption being received by the Bank at least five Business days before the proposed date of early redemption. Upon early redemption, I/we will pay to the Bank that part of the Loan then outstanding, interest accrued thereon up to the actual settlement date (including any applicable handling fee), early redemption charge of 6% of the outstanding loan amount and any other fees and charges as the Bank may notify from time to time.
本人/吾等可提前償還全部(但並非一部分)貸款，但銀行須在擬提前還款日之前至少五個營業日收到提前還款的書面要求。提前還款時，本人/吾等將向銀行支付當時未償還的貸款部分，以及計至償還貸款當日為止的應計利息(包括任何適用的手續費)、貸款餘額6%之手續費及銀行不時通知的任何其他費用及服務收費。
- (e) Interest on the Loan shall be variable at the Bank's discretion and notwithstanding any other terms and conditions, I/We agree to pay to the Bank on demand at any time all principal, interest and other charges which are outstanding and owing at the relevant time. Without limiting the generality of the foregoing, in the event of the failure to make any one monthly repayment on the due date or any other indebtedness owing by me/us becoming payable or capable of being declared payable prior to its stated maturity or is not paid when due, or I/we becoming insolvent or a petition in bankruptcy or for winding-up (whether voluntary or otherwise) being filed by or against me/us, or any attachment, execution or other process is levied against me/us, the Loan, accrued interest and any handling fee shall become immediately due and payable. A statement or demand (in whatever form the Bank deems fit) issued by the Bank shall be conclusive evidence of the amount due and owing to the Bank. Without prejudice to this condition, on the day after each monthly repayment due date, a monthly late repayment charge (which shall be deemed to be a whole month) of 4.5% per month (minimum HK\$100) will be imposed on the total of any monthly repayment amount then overdue. 貸款利息由銀行酌情調整。無論任何其他條款和條件如何規定，本人/吾等同意在銀行於任何時候提出要求時，向銀行支付所有當時並未償還及應付的本金、利息及其他收費。在不局限前文的概括性原則下，若本人/吾等於到期日並未繳付任何一期每月還款額，或本人/吾等的任何其他債項在指定到期日之前成為應支付或可被宣佈為應支付或到期應付而未付，或本人/吾等無力償債或他人對本人/吾等提出破產或清盤(不論是自願與否)申請，或他人對本人/吾等提出任何查封、扣押或其他程序，則貸款、其應計利息及任何手續費須立即到期應付。銀行發出的結算書或付款要求(按銀行認為適當的格式)應為本人/吾等對銀行欠款的確證。在不影響本條規定下，在每月還款到期日的翌日，本人/吾等須就當時逾期未付的任何每月還款額支付銀行相當於每月還款額4.5%的每月逾期還款費(至少為港幣100元，不足一個月亦視作一個月計算)。
- (f) Handling fee and/or other fees and charges on the Loan shall be variable at the Bank's discretion from time to time. I/We agree that the Bank is authorized to debit my/our repayment account for the handling fee and/or other fees and charges at time of each monthly repayment.
手續費及/或其他費用及收費不時由銀行酌情調整。本人/吾等同意銀行獲授權從本人/吾等的還款戶口中每月還款時扣除手續費及/或其他費用及收費。
- (g) To protect both myself/ourselves and the staff of the Bank and to help resolve any disputes between me/us and the Bank, the Bank may (but shall not be obliged to) record and I/we hereby acknowledge and agree to the Bank recording, all telephone conversations between the Bank and me/us and instructions given by me/us to the Bank, by writing and/or by tape recording and/or any other methods as the Bank may determine. The Bank's record of such telephone conversations and such instructions given by me/us to the Bank shall, in the absence of manifest error, be conclusive and binding on me/us and may be retained by the Bank for such period as it deems appropriate.
為了保障本人/吾等及銀行職員，及協助排解本人/吾等與銀行之間的爭議，銀行可以(但並無責任)以書面及/或錄音及/或銀行決定的任何其他方法，記錄銀行與本人/吾等之間所有電話通話及本人/吾等向銀行發出的指示，而本人/吾等確認並同意銀行作出上述記錄。銀行對上述電話通話及本人/吾等向銀行發出的指示所作的記錄，若無明顯錯誤，即屬確證並對本人/吾等具有約束力，並可由銀行在其認為適當的期間保留。
- (h) For my/our convenience, I/we hereby authorize the Bank to disclose the following data by telephone to an enquirer whom the Bank genuinely believes to be me or any one of us (and for this purpose the Bank may require the enquirer to provide my Hong Kong Identity Card number(s), the Loan amount applied for (rounded up or down if necessary to the nearest thousand dollars) and any other information as the Bank deems fit for verification of the enquirer's identity); Loan approval status (approved, pending or rejected), and, if approved, the exact amount approved, the interest rate, the loan repayment period and the drawdown date.
為本人/吾等的方便，本人/吾等茲授權銀行以電話向銀行真誠地相信是本人或吾等任何一人的查詢者披露下列資料(為此銀行可要求查詢者提供本人的香港身分證號碼、申請貸款額(如需要，上下湊整至最接近的千元數)及銀行為核證查詢者的身分認為適當的任何其他資料)；貸款批核情況

(已批核、待批或拒批)，又如已獲批核，已批核貸款額、利率、還款期及提款日期。

3. Other Advances 其他貸款

- (a) I/We shall pay to the Bank on demand or on their respective due dates all sums paid or advanced by the Bank to or for the account of me/us or any other person at my/our request and all other sums of whatever nature for which I/we may be indebted or liable to the Bank on any account or in any manner whatever and whether alone or jointly with any other person.
本人/吾等應於銀行提出要求時或於各到期應付日期向銀行支付銀行應本人/吾等要求已向本人/吾等或任何他人支付或已貸予本人/吾等或任何他人或為本人/吾等或任何他人之利益已支付或貸予之一切款項與本人/吾等可能因任何原因或以任何方式無論單獨或連同任何他人欠銀行或有責任向銀行支付之任何性質之一切其他款項。
- (b) If I/we overdraw any current account with the Bank I/we shall be obliged to repay on demand the amount so advanced by the Bank and to pay interest on the daily debit balance monthly or on earlier demand, and interest not paid when due may be debited to the account.
本人/吾等若向於銀行開立之任何來往賬戶透支，則必須於銀行提出要求時償還銀行貸予之款項並支付日計借方餘額之利息。利息應按月或依照要求提前支付，到期未付之利息可借記上述賬戶。

4. Right of Repayment Demand 隨時還款權

I/We agree that all my/our obligations to the Bank including, and without limitation to, all amounts outstanding under the Loan plus all accrued interest and any fees and charges outstanding shall become immediately due and payable upon demand by the Bank at any time at its sole and absolute discretion and I/we shall be liable to pay in full immediately such outstanding amounts.
本人/吾等同意本人/吾等對銀行之一切義務包括所有該貸款之欠款及其應計利息及任何有關費用和收費，銀行有權隨時要求立即到期及支付。本人/吾等同意有責任向銀行立即支付全部之該欠款。

5. Interest 利息

All moneys expressed to be payable by me/us to the Bank shall include interest payable thereon. I/We shall pay interest on such moneys at such rate or rates as shall from time to time be agreed with the Bank or, in the absence of such agreement, specified by the Bank, and I/we agree to pay interest at the rate or rates so specified as if expressly agreed by me/us. Interest shall accrue from day to day and shall be calculated on such basis and be payable at such times as the Bank may determine in accordance with its usual practice. I/We acknowledge that a higher rate of interest may be charged on amounts in default and such interest shall be payable by me/us both before and after judgment and, in the absence of any agreement to the contrary, may be compounded at monthly or longer intervals or if applicable at the end of each funding period as selected by the Bank. A certificate issued by any of the Bank's officers as to the rates of interest payable on any such moneys shall, in the absence of manifest error, be conclusive and binding on me/us.
明示規定應由本人/吾等支付予銀行之一切款項應包括其應付之利息。本人/吾等應按不時與銀行商定之利率或(於未商定之情況下)銀行規定之利率支付上述款項之利息。本人/吾等同意按上述規定之利率支付利息，猶如該等利率由本人/吾等明示同意。利息應逐日計並按此計算，於銀行按其慣例確定之時候支付。本人/吾等確認銀行可能就逾期欠款收取較高之利率以及該等利息應由本人/吾等於判決前與後支付，而且如無任何相反之協議，可依照銀行選擇按月或按更長之時期或(適用時)於每個籌資期結束時以複利計算。銀行任何職員出具之有關上述任何款項應付利率之證明，若無明顯錯誤，則為最終證明並對本人/吾等具有約束力。

6. Fees and Charges 費用及收費

Without limiting the generality of clause 2(f) 在不局限條款2(f)的概括性原則下

- (a) I/We shall pay to the Bank Service Fee of HK\$150 upon successful drawdown of the new and/or top-up Business Instalment Loan or Business Instalment Loan bundled with Business Overdraft. I/We understand that this amount will be deducted from my / our repayment account within the first month upon loan drawdown.
本人/吾等同意銀行就全新或續借的拓展易中小企業分期貸款或與透支易中小企業透支戶口連繫的拓展易中小企業分期貸款收取服務費港幣\$150。本人/吾等同意此費用將於提取貸款後1個月內從本人/吾等還款戶口中扣除。
- (b) I/We shall pay to the Bank HK\$200 for an extra copy of Business Instalment Loan Repayment Schedule or Annual Loan Statement. I/We understand that this amount will be deducted from my/our repayment account.
本人/吾等同意銀行就申領拓展易中小企業分期貸款還款表或年結單額外副本每份收取港幣\$200。本人/吾等同意此費用將從本人/吾等還款戶口中扣除。
- (c) I/We agree that all fees and/or charges related to Business Instalment Loan or Business Instalment Loan bundled with Business Overdraft are subject to the variation by the Bank at its absolute discretion from time to time.
本人/吾等同意所有關於拓展易中小企業分期貸款或與透支易中小企業透支戶口連繫的拓展易中小企業分期貸款的所有費用及收費，由銀行不時全權酌情釐定及更改。

7. Set-off and Lien 抵銷與留置權

Without limiting any general or banker's lien, right of set-off or other right to which the Bank or Standard Chartered Bank (including all its branches), the holding company or any subsidiary or associated company of Standard Chartered Bank (each a "Bank Group Company") may be entitled, the Bank shall have the right and is authorised to the fullest extent permitted by law, without notice to me/us or to any other person, to set off and appropriate and apply and I/we authorise each Bank Group Company to transfer or release to the Bank or the relevant Bank Group Company upon request, any credit balance in any currency on any account (whether subject to notice or not and whether matured or not) of me/us or of any other person with the Bank or any Bank Group Company in Hong Kong or elsewhere to which I/we may be beneficially entitled against any of my/our liabilities to the Bank or any Bank Group Company under these terms and conditions or in respect of any other agreement or transaction, whether actual, future or contingent, and the Bank and any Bank Group Company are authorised to purchase with the moneys standing to the credit of any such account such other currencies as may be necessary for this purpose. The Bank and any Bank Group Company shall have a lien on all my/our property which may now or hereafter be in their respective possession or custody whether for safekeeping or otherwise.
在不限制銀行、或渣打銀行(包括其所有分行)或其之控股公司或任何附屬公司或聯營公司(均為“渣打集團公司”)可能擁有之任何一般或銀行之留置權或抵銷權或其他權利下，銀行有權並被授權於法律許可之一切範圍內，無須事前通知本人/吾等或任何他人，從本人/吾等或任何其他人仕開設而由本人/吾等實際擁有，於銀行或任何渣打集團公司位於香港或任何他處之任何賬戶(無論是否需要通知與無論是否到期)內任何貨幣之任何貨方餘額，不論是否由本人/吾等或上述其他人仕單獨或與他人聯名開設，抵銷、撥用或運用本人/吾等於本條款及細則項下或就任何其他協議或交易對銀行或任何渣打集團公司之任何負債，無論實際、未來或或有；本人/吾等並授權每一渣打集團公司按要求向銀行或有關渣打集團公司轉賬或發放任何該等餘額，銀行及任何渣打集團公司有權以上述任何賬戶貨方款項購置為此目的所需之其他貨幣。銀行及任何渣打集團公司對其現時或今後可能佔有或代管(無論由於保管或其他原因)之本人/吾等一切財產擁有留置權。

8. Payments 支付款項

- (a) All sums payable to the Bank by me/us shall be paid without set-off, counterclaim or any other restriction or condition and free and clear of any tax or other deductions or withholdings of any nature. If I/we or any other person shall be required by any law or regulation to make any deduction or withholding on account of tax or otherwise from any payment, I/we shall, together with such payment, pay such additional amount as will ensure that the Bank receives free and clear of any tax or other deductions or withholdings the full amount which the Bank would have received if no such deduction or withholding had been required.
本人/吾等應向銀行支付之一切款項支付時應無抵銷、反索賠或任何其他限制或條件，免除與不涉及任何性質之任何稅款或其他扣減額或預扣款。若任何法律或條例規定本人/吾等或任何他人因稅項或其他原因需要從任何款項進行任何扣減或預扣，本人/吾等應於支付上述款項時支付額外款項，以確保銀行收到若無上述規定之扣減或預扣時將收到之全部款項(免除與不涉及任何稅款或其他扣減或預扣款)。
- (b) Any moneys received by the Bank in respect of my/our obligations to the Bank may be placed and kept to the credit of a suspense account for so long as the Bank thinks fit, and in the event of any proceedings in or analogous to bankruptcy, winding-up, liquidation, composition or arrangement, the Bank may prove for and agree to accept any dividend or composition in respect of my/our outstanding obligations as if there had been no suspense account or no credit therein.
銀行就本人/吾等對銀行之義務收到之任何款項可存入與記入暫記賬戶之貨方，期限以銀行認為適合者為準。若發生任何或類似任何破產、清盤、清算、債務和解或協議程序，銀行可證明本人/吾等未償義務並同意就該等義務接受任何分配之款項或債務和解，猶如不存在暫記賬戶或其貨方項下之款項。
- (c) If any court gives a judgment in the Bank's favour for any amounts owing by me/us and such judgment is expressed in a currency (the "judgment currency") other than the currency in which such amounts are owing to the Bank (the "currency of account"), I/we shall fully indemnify the Bank in respect of all losses which it may at any time suffer as a result of any difference between (i) the rate or rates of exchange used for such purpose to convert the sum in question from the currency of account into the judgment currency and (ii) the rate or rates of exchange at which the Bank may purchase the currency of account with the judgment currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such judgment.
若任何法院就本人/吾等所欠之任何款項作出銀行勝訴之判決以及該判決明示規定之貨幣(“判決貨幣”)不同於欠銀行款項之貨幣(“賬戶貨幣”)，本人/吾等應向銀行足額賠償銀行任何時候由於下列兩者之差額而可能遭受之一切損失(i)將有關款項從賬戶貨幣兌換為判決貨幣所用之匯率及(ii)銀行收到用於償還上述任何判決全部或部分金額之款項後可能使用判決貨幣購買賬戶貨幣之匯率。
- (d) For all purposes hereof, including any legal proceedings, a certificate by any of the Bank's officers as to the sums and liabilities for the time being owing by me/us to the Bank shall, in the absence of manifest error, be conclusive evidence thereof. The Bank may debit my/our account with any sum which I/we am/are liable to pay to the Bank whether or not a demand has first been served on me/us.
就本協議之一切目的(包括任何法定程序)而言，銀行任何職員有關本人/吾等於有關時候欠銀行之款項與負債之證明，若無明顯錯誤，應為最終證明。無論是否先將正式要求通知本人/吾等，銀行可將本人/吾等有責任向銀行支付之任何款項借記本人/吾等賬戶。

9. Expenses 支出

The Bank may take such action as the Bank in its absolute discretion thinks fit to enforce these terms and conditions including without limitation employing any third party agent to collect any sums owing to the Bank. I/We shall indemnify and hold the Bank harmless from and against any and all consequences which may result from giving credit to me/us or performing any banking service for me/us and shall reimburse the Bank upon demand for any payment, loss or damage which the Bank may make or incur by reason thereof and shall upon request appear and defend at my/our own expense any action which may be brought against the Bank in connection therewith. I/We shall pay or reimburse to the Bank immediately upon demand and/or the Bank shall be entitled to debit any of my/our accounts with all commissions and other charges usually charged by the Bank whether or not previously notified to me/us and all other costs, charges and expenses incurred by the Bank in connection with the establishment, enforcement or preservation of any of its rights, the charges of any third party agent employed as aforesaid, or the insurance or other protection of any assets held as security, or in relation to its liabilities or purported liabilities under any banking facilities, these terms and conditions or any other agreements or guarantees including but not limited to the fees and expenses of any legal advisers on a full indemnity basis (save and except that without prejudice to the generality to the foregoing, the costs, charges and expenses incurred by the Bank in recovering any sums owing by me/us to the Bank (including without limitation legal costs on an indemnity basis) shall be of reasonable amount and were reasonably incurred. 銀行有權採取銀行酌情認為適當的行動以執行本條款及細則，包括但不限於僱用第三方代理人追討閣下欠銀行之任何款項。對於向本人/吾等提供貸款或為本人/吾等提供任何銀行服務可能產生之任何與一切後果，本人/吾等應賠償銀行與使銀行免除責任，並於銀行提出要求時償付銀行由於該等後果銀行可能支付或發生之任何款項、損失或損害以及依照要求於就該等後果可能對銀行提起之任何法律訴訟中出庭與進行辯護，費用由本人/吾等自行承擔。本人/吾等應於銀行提出要求時立即向銀行支付或償付銀行通常收取之一切佣金與其他費用（無論前已通知本人/吾等與否）以及銀行就確定、執行或保持其於任何銀行信貸項下、本條款及細則或任何其他協議或擔保項下之任何權利或其於任何銀行信貸項下、本條款及細則或任何其他協議或擔保項下的保險或作為抵押持有的任何資產的其他保護、或就其於任何銀行信貸項下、本條款及細則或任何其他協議或擔保項下的責任或擔保的責任所發生之一切其他費用、收費及支出（包括（但不限於）任何法律顧問之全部費用及支出及上述第三方代理人的收費），以及（或）銀行有權將上述佣金、費用、收費及支出借記本人/吾等任何賬戶（但在不影響前述規定的一般性原則下，銀行追討本人/吾等對銀行的欠款所招致的費用、收費及支出（包括但不限於按攤償基準計算的法律費用），應為合理招致的合理數額的費用、收費及支出）。

10. Power of Attorney 授權書

I/We irrevocably and by way of security appoint the Bank to be my/our attorney, with full power of substitution, and in my/our name or otherwise on my/our behalf and as my/our act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required or which the Bank shall think fit for carrying out any of my/our obligations hereunder or for effecting any sale, disposal or other dealing by the Bank or for giving to the Bank the full benefit of these terms and conditions and of the security granted hereunder. I/We hereby ratify and confirm and agree to ratify and confirm any deed, instrument, act and thing which such attorney may lawfully execute or do. 本人/吾等不可撤銷地以及通過抵押指定銀行為本人/吾等之代理人，擁有全權代理，以本人/吾等名義或代表本人/吾等（如同本人/吾等之行動與行為）簽署、蓋印、簽訂、交付、進行下列各項可能需要或銀行認為適合之一切契據、文據、行為及事項並使其完全有效；履行本人/吾等於本條款及細則項下之任何義務或銀行進行任何銷售、處置或其他交易或將本條款及細則之全部利益及依據本條款及細則授予之抵押之全部利益給予銀行。本人/吾等特此批准與確認以及同意批准與確認上述代理人可能合法地簽訂或作出之任何契據、文據、行為或事項。

11. Disclosure 披露

(a) **All information provided by me/us and such further personal data relating to a person may be collected by the Bank from time to time before, during or after this application, and such information may be used and disclosed for such purposes and to such persons (whether the recipient is located in Hong Kong SAR or another country, or in a country that does not offer the same level of data protection as Hong Kong SAR) in accordance with the Bank's policies on the use and disclosure of personal data. Such policies are set out in statements, circulars, terms and conditions or notices made available by the Bank to its clients from time to time. The collected data may be used in connection with matching procedures (as defined in the Personal Data (Privacy) Ordinance).**

所有由本人/吾等提供之資料和銀行不時於本申請前、期間或之後搜集的個人資料的使用、披露目的及可予以披露的人士（不論接收人是否在香港特別行政區，或在資料保護程度不及香港的國家），銀行將按銀行所使用及披露個人資料的政策行事。該些政策載於銀行不時向本人/吾等提供的說明、通知、條款及細則或通知內。所收集的資料可用於配對程序（定義見個人資料（私隱）條例）。

(b) The Bank is authorized to disclose and transfer from time to time to all or any of the following persons (whether in or outside Hong Kong SAR): 銀行有權不時將所有關於本人/吾等的賬戶及與銀行的業務來往（包括賬戶結餘及所提供的押品）披露及轉移予所有或任何以下人士（不論是在香港特別行政區與否）：

- Standard Chartered Bank, the holding company of Standard Chartered Bank and any of the offices, branches, divisions, related companies or associates of Standard Chartered Bank or the Bank; 渣打銀行、渣打銀行的控股公司及任何銀行或渣打銀行的辦事處、分行、部門、關聯公司或關聯人士；
- any actual or proposed participant or sub-participant in, or assignee or novatee of the Bank's right in relation to the Loan and/or my/our accounts; 任何對銀行就銀行授信及/或本人/吾等賬戶權益的實際或建議參與人或附屬參與人或受讓人或約務更替人；
- agent, contractor or third party service provider which provides services of any kind to the Bank or Standard Chartered Bank in connection with the operation of its business; and 就銀行或渣打銀行業務營運提供任何形式服務的代理人、承包商或第三方服務提供商；及
- any financial institution with which I/we have or proposes to have dealings to enable credit checks to be conducted on me/us. 任何與本人/吾等或擬與本人/吾等進行交易的財務機構，藉此對本人/吾等進行信貸審查。
- any person under a duty of confidentiality to the Bank. 對銀行有保密責任的任何人士。

(c) I/We also consent to the disclosure of any of its information by the Bank or any member of the Standard Chartered Group if required or permitted to do so by any law, regulation, court order or any regulatory authority in any jurisdiction. 本人/吾等亦同意，若任何司法管轄地之法律、法規、法庭命令或任何監管機構要求或允許，則銀行或渣打集團任何成員可披露本人/吾等的任何資料。

12. Client's Consent 客戶同意

(a) I/We consent and acknowledge that the Bank may provide my/our information to any proposed or actual individual guarantor or other security provider (or their solicitors) in respect of any credit facilities extended to me/us, including (without limitation):

本人/吾等同意並明白，銀行可向任何對本人/吾等信貸授信的建議或實際的個人擔保人或其他押品提供者（或其律師）提供本人/吾等的任何資料，其中包括（但不限於）：

- any financial information concerning me/us; 關於本人/吾等的財務資料；
- a copy of the contract evidencing the obligations to be guaranteed or secured or a summary of such contract; 有關顯示所擔保義務的合約副本或摘要；
- a copy of any formal demand for overdue payment which may be sent to me/us after it has failed to settle an overdue amount; and (在本人/吾等未清還逾期款項的情況下) 發給本人/吾等的任何逾期還款的正式付款要求的副本；及
- from time to time on request by the proposed or actual guarantor or security provider, a copy of my/our latest statement of account or other information showing my/our financial status of the Client and/or credit facilities extended to me/us. (在建議或實際的擔保人或押品提供人的不時要求時) 發給本人/吾等的最新賬戶結單或其他顯示本人/吾等財務情況及/或關於向本人/吾等所提供的信貸授信的其他資料。

(b) Subject to applicable local Hong Kong laws, you hereby consent for the Bank or any of SCB Group Companies to share your information with local or overseas regulators or tax authorities where necessary to establish your tax liability in any jurisdiction. 根據香港當地適用法律，閣下特此同意銀行或任何渣打銀行集團公司在確定閣下於任何司法管轄地的納稅責任需要時，與當地或海外監管機構或稅務部門共享閣下的資料。

(c) You agree and undertake to notify the bank within 30 calendar days if there is a change in any information which you have provided to the Bank. 閣下同意並承諾，若閣下向銀行提供的任何資料發生變化，閣下將於30個日曆日之內通知銀行。

(d) Where required by local or overseas regulators or tax authorities, you consent and agree that the Bank may withhold, and pay out, from your account(s) such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities and directives. 若當地或海外監管機構或稅務部門規定，閣下同意銀行可根據適用法律、條例、與監管機構或稅務部門的協議，以及指令從閣下的賬戶中預扣及支付可能需要的相關款項。

13. Notices 通知

Any notice required to be given by the Bank to me/us shall be deemed to have been so given if addressed to me/ us at our address as may be notified to the Bank in writing by me/us or appear in the Bank's records as my/our last known address. Any notice delivered personally shall be deemed to have been given at the time of delivery. Any notice despatched by letter postage prepaid shall be deemed to have been given immediately after posting. Any notice sent by telex with answerback or by facsimile shall be deemed to have been given at the time of transmission.

任何需要由銀行交付本人/吾等之通知，發出時若寫明本人/吾等為收件人地址或本人/吾等書面通知銀行之地址或銀行記錄中最後為銀行所知之本人/吾等地址，則應視為已予交付。任何專人遞交之通知應於遞交時視為已予交付。通過郵資預付之函件發出之任何通知付郵後即應視為已予交付。通過使用回答電碼之電傳或傳真發出之任何通知應於發出時視為已予交付。

14. Governing Law and Jurisdiction 管轄法律與管轄權

These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong SAR and I/we hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong SAR courts.

本條款及細則受香港法律管轄並依據香港法律進行解釋，本人/吾等特此不可撤銷地服從香港法院非獨有之管轄權。

15. Miscellaneous 其他各項

(a) This is a continuing agreement and all the rights, powers and remedies hereunder shall apply to all my/our past, present, future and contingent obligations to the Bank, and notwithstanding any intermediate payment or settlement of account or any other matter whatsoever.

本條款及細則為持續之協議：由本條款及細則證明之抵押應為持續之抵押；本條款及細則項下之一切權利、權力及補救方法適用於本人/吾等對銀行之一切過往、現時、未來及或有義務。上述抵押無損於銀行現時或今後就該等義務與負債持有之任何其他抵押，並為該等其他該等抵押以外之抵押，儘管提前支付任何款項或結清任何賬目。或了結任何其他事宜。本條款及細則可予以執行，無須首先由銀行追索任何其他抵押或權利。

(b) I/We shall immediately upon demand by the Bank and at my/our expense make, execute, do and perform all such further assurances, instruments, acts or things as the Bank shall from time to time reasonably require to perfect these terms and conditions and the Bank's title to the security hereby constituted or intended to be constituted.

本人/吾等應於銀行提出要求時立即進行、簽訂、作出及完成銀行為使本條款及細則與銀行對由本條款及細則構成或計劃構成抵押之所有權完全有效而不時合理要求之一切其他保證、文據、行為或事項，費用由本人/吾等承擔。

(c) Each of the rights, powers and remedies given to the Bank under these terms and conditions shall be cumulative and in addition to all other rights, powers and remedies given to the Bank by virtue of any other security, statute or rule of law or equity. Where from time to time any specific agreement is concluded between me/us and the Bank and is intended by its terms to govern a particular transaction, such other agreement shall apply to such transaction in conjunction with these terms and conditions. If there is any conflict between such other agreement and these terms and conditions, the terms of such other agreement to the extent that they are valid and enforceable shall prevail in respect of such transaction.

依據本條款及細則給予銀行之每項權利、權力及補救方法為累積之權利、權力及補救方法，並為由於任何其他抵押、法規或法律原則或衡平法規而給予銀行一切其他權利、權力及補救方法以外之權利、權力及補救方法。若本人/吾等不時與銀行簽訂任何特殊協議以及該協議之目的為以其條款對一項特定交易加以規定，則該等其他協議應與本條款及細則一併適用於上述特定交易。若該等其他協議與本條款及細則發生抵觸，則於有效與可執行之範圍內，就上述交易而言應以該等其他協議之條款為準。

(d) Any forbearance or delay by the Bank in exercising any right, power or remedy shall not be deemed to be a waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof and no course of dealing between me/us nor any waiver in any one or more instances shall be deemed a waiver in any other instance. Each of the Bank's rights, powers and remedies shall continue in full force and effect until such rights, powers or remedies are specifically amended or waived by an instrument in writing executed by the Bank.

銀行暫不行使或延遲行使任何權利、權力或補救方法不應視為放棄該等權利、權力或補救方法，單獨或部份行使任何權利、權力或補救方法不應妨礙進一步行使該等權利、權力或補救方法。本人/吾等之間任何交易習慣或於任何一種或幾種情況下之任何放棄不應視為於任何其他情況下之放棄。銀行之每項權利、權力及補救方法應繼續充份有效，直至該等權利、權力或補救方法由銀行簽署之書面文據特別修訂或放棄。

(e) Any provision in these terms and conditions which is invalid for any reason in any jurisdiction shall be ineffective only to the extent of such invalidity and shall not affect the validity of the remaining provisions hereof or the validity of such provision in any other jurisdiction. Nothing in these terms and conditions shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of Hong Kong SAR.

本條款及細則之任何規定因故於任何國家地區無效僅應於無效之範圍內失效，並不影響本條款及細則其餘規定之有效性或上述規定於任何其他國家地區之有效性。本條款及細則之任何規定在行使時將不會限制或免除任何責任，而該等責任之限制或免除除非香港法律所容許。

(f) Nothing herein shall impose any obligation on the Bank to provide or continue any banking facilities or other accommodation or services to me/us, and these terms and conditions may be terminated or discontinued forthwith by the Bank at its absolute discretion with or without notice to me/us.

本條款及細則之任何規定不應強加銀行任何義務，以向本人/吾等提供或繼續提供任何銀行信貸或其他貸款或服務。本條款及細則可經銀行全權決定事前給予或不給予本人/吾等通知而立即終止或中止。

(g) The Bank may, at any time and at its absolute discretion, by notice to me/us vary, amend or supplement any of these terms and conditions (including without limitation, the basis of calculation of any interest, charges, commissions or fees). Such variation, amendment or supplement shall take effect on the date of the notice setting out details of such variation, amendment or supplement or, if later, the date specified in the notice.

銀行可按其酌情權在給予本人/吾等通知的情況下更改、變更或補充該協議的條款（包括但不限於任何利息、費用、佣金或收費的計算基礎）。該更改、變更或補充會在載明有關更改、變更或補充通知的日期或通知所述的日期生效（以較遲為準）。

(h) These terms and conditions shall operate for the benefit of the Bank and its successors and assignees, notwithstanding any change by way of amalgamation, consolidation or otherwise in the constitution of the Bank or of any such successor or assignee. The Bank may assign or otherwise transfer all or any of its rights and interests under these terms and conditions and any transactions to which these terms and conditions relates and/or the goods, documents and other properties in respect of which the Bank has a security interest and may deliver the same to the transferee(s), who shall thereupon become vested with all the rights and powers in respect thereof which were formerly vested in the Bank. The Bank shall be released and discharged from any liability or responsibility in respect of the goods, documents or other properties so transferred, but shall retain all its rights and powers in respect of goods, documents or other properties not so transferred.

儘管通過合併、聯合或其他而可能使銀行或其繼承人與受讓人之章程發生任何變化，本條款及細則適用於銀行及其繼承人與受讓人之利益。銀行可轉讓或出讓其於本條款及細則及與本條款及細則有關之任何交易項下之一切或任何權利與權益及（或）銀行擁有抵押權益之貨物、單據及其他財產，並可將上述各項交付受讓人。據此，以前歸銀行所有有關上述各項之一切權利與權力歸受讓人所有。銀行對於上述轉讓之貨物、單據或其他財產之任何義務或責任應予以解除與免除。然而，銀行對於未轉讓之貨物、單據或其他財產仍保留其一切權利與權力。

16. Chinese Translation 中文文本

I/We agree that the Chinese translation shall not apply in construing these terms and conditions and that the English version shall govern for all purposes. 本人/吾等同意，解釋本條款及細則時中文譯文並不適用，就一切目的而言應以英文文本為準。

Terms and Conditions of Business Overdraft 透支中小企業透支戶口之條款及細則

1. Interpretation 解釋

(a) "Bank" means Standard Chartered Bank (Hong Kong) Ltd which includes all its branches and offices wherever situated and its successors and assigns.

「銀行」指香港渣打銀行（香港）有限公司及其中包括所有其位於任何地方之分行及辦事處，及其承繼和指派。

(b) "Overdraft" means the overdraft facility granted by the Bank to me/us. 「透支」指銀行授予本人/吾等的透支服務。

(c) "Overdraft Account" means the Hong Kong Dollar Current Account to which the Overdraft can be utilized.

「透支戶口」指可使用之備用透支的港幣往來戶口。

(d) "Charges" means all fees and charges chargeable by the Bank in connection with the Overdraft as determined and subject to variation from time to time by the Bank at its absolute discretion.

「收費」指銀行就備用透支可收取的所有費用及收費，該等費用及收費由銀行不時全權酌情釐定及更改。

(e) These terms and conditions have been arranged into separate clauses and paragraphs for convenience only. Any of the terms and conditions in any clause or paragraph shall, where the context permits or requires, apply equally to transactions dealt with under other clauses or paragraphs. Clause headings are for ease of reference only and shall have no legal effect.

本條款及細則所載之條款與條件為方便起見列於各條各款。若上下文許可或需要，任何條、款中之任何條款與條件同樣適用於其他條、款項下之交易。標題僅為方便參巧而設，並無法律效力。

(f) In these terms and conditions, unless the context otherwise requires, references to me/us shall if I/we am/are a sole proprietorship firm include the sole proprietor and his successors in the business and, if I/we am/are a partnership firm, include the partners as at the date of these terms and conditions and any other persons who shall at any time hereafter be or have been a partner of the firm and the successors to such partnership business. These terms and conditions shall be binding on me/us and my/our successors notwithstanding any change in the constitution of me/us or of any such successor and, without limiting the foregoing, shall not be terminated or affected by the death, bankruptcy, liquidation, or retirement of any parties or by any other change in the composition of any firm as aforesaid.

除文意另有規定者外，本條款及細則中提及之本人/吾等，若本人/吾等為獨資經營之商號，則包括獨資經營者及其業務繼承人；若本人/吾等為合夥經營，則包括於本條款及細則日期之合夥人及今後任何時候應為或已為該企業合夥人之任何他人及該合夥業務之繼承人。無論本人/吾等或本人/吾等任何繼承人之章程發生任何變化，本條款及細則應對本人/吾等及本人/吾等繼承人具有約束力，而且於不限制上述規定之同時，本條款及細則不應由上述任何方之死亡、破產、清盤或退休或上述任何商號、合夥經營章程之任何其他變化而終止或受到影響。

(g) Where I/we consist of more than one person or where I/we am/are a firm consisting of two or more persons, the liabilities of me/us shall be joint and several liabilities of each such person and references to me/us shall be construed as references to each and/or any such persons. The Bank and any Bank Group Company may at any time apply all or part of the funds standing to the credit of any account with the Bank or any Bank Group Company in the name of one joint applicant singly or jointly with others in or towards discharging any debit balance on the account with the Bank or any Bank Group Company of any other joint applicant singly or jointly with others.

若本人/吾等包括一名以上之個人或若本人/吾等為二個或以上個人組成之商號，則本人/吾等之負債為每個該等人仕共同與各自之負債，而且提及本人/吾等應解釋為指每個及(或)任何該等人仕。銀行及任何渣打集團公司可隨時將某一名聯名申請人單獨或與他人聯名於銀行或任何渣打集團公司開設之賬戶的全部或部份結存款項用於扣除任何其他聯名申請人單獨或與他人聯名於銀行或任何渣打集團公司開設之賬戶的結欠款項。

- (h) References herein to any person shall include a firm or corporation, words importing the singular shall include the plural and vice versa and words importing a gender shall include every gender. The words "subsidiary" and "holding company" used herein shall have the same meanings as defined in section 2 of the Companies Ordinance (Chapter 32 of the Laws of Hong Kong).
本條款及細則提及之任何人應包括商號或公司。單數詞包括複數詞之意義，反之亦然。單性詞包括他性詞之意義。此處使用之“附屬公司”及“控股公司”之意思應與公司條例(香港法例第32章)第二條內所定義的相同。

2. The Overdraft 透支

- (a) I/We hereby acknowledge and agree that the Bank has absolute discretion in approving and granting the amount of the Overdraft to me/us. I/We agree to accept any such amount as may be approved by the Bank pursuant to my/our application even though such amount may be less than those applied for by me/us. I/We further acknowledge that the Bank may from time to time specify the maximum amount of the Overdraft that I/we may apply for.

本人/吾等確認並同意，銀行可全權酌情決定向本人/吾等批核或授予透支額，而本人/吾等同意接受銀行根據本人/吾等的申請而批核的透支額，即使該透支額少於本人/吾等申請的透支額。本人/吾等亦確認銀行可不時指定本人/吾等可申請透支之最高透支額。

- (b) I/We agree that the Overdraft will only be granted to me/us subject to the execution by me/us of all documents as the Bank may require and (in the case of a company) the delivery to the Bank of a certified copy of minutes of our Board meeting in the Bank's standard form approving the transaction.

本人/吾等同意，本人/吾等須在簽署銀行要求的所有文件及(如屬公司)向銀行遞交批准有關交易的董事會會議記錄的核證副本(按銀行的標準格式)後，才可獲銀行批出透支。

- (c) Without limiting the generality of the foregoing, I/we acknowledge that the Bank shall have the right at its absolute discretion to allocate a higher proportion of any one or more of the monthly repayments to interest rather than to the principal then due in respect of the Overdraft. The Bank is also authorized to debit the account as specified by me/us for the Overdraft with the amount of each monthly repayment commencing one month after setup of the Overdraft or any part thereof.

在不局限前文的概括性原則下，本人/吾等確認銀行有絕對酌情權決定將任何一期或以上的每月還款額的較高比率用以償還利息而非當時到期償還透支。銀行亦獲授權從提取透支其中任何部分之後的一個月起，從本人/吾等指定的往來/儲蓄戶口中扣除每月還款額。

- (d) If any Overdraft Account has been overdrawn on a statement date, I/we shall, on or before the payment due date as specified in the relevant statement ("Payment Due Date"), pay to the Bank a monthly accumulated amount equivalent to at least 5% of the closing balance shown in the statement or HK\$100, whichever is greater ("Minimum Payment"). The Bank may at its absolute discretion alter the Minimum Payment and/or the Payment Due Date upon prior notice at any time.

如任何透支戶口於戶口月結單截數日期出現透支，本人/吾等須於有關月結單指定繳款日期(「繳款日期」)或以前在該月累積繳付不少於有關月結單上之截數結餘之5%或港幣100元，以較高者為準的款項(「最低付款額」)。銀行有絕對權利在發出事先通知後隨時更改最低付款額及/或繳款日期。

- (e) Without limiting the generality of the foregoing, in the event of the failure to make any Minimum Payment on the due date or any other indebtedness owing by me/us becoming payable or capable of being declared payable prior to its stated maturity or is not paid when due, or I/we becoming insolvent or a petition in bankruptcy or for winding-up (whether voluntary or otherwise) being filed by or against me/us, or any attachment, execution or other process is levied against me/us, all amount outstanding, accrued interest and any charges shall become immediately due and payable. A statement or demand (in whatever form the Bank deems fit) issued by the Bank shall be conclusive evidence of the amount due and owing to the Bank. Without prejudice to this condition, on the day after each monthly repayment due date, a late repayment charge of HK\$500 will be imposed.

在不局限前文的概括性原則下，若本人/吾等於到期日並未繳付任何一期每月最低還款額，或本人/吾等的任何其他債項在指定到期日之前成為應支付或可被宣佈為應支付或到期應付而未付，或本人/吾等無力償債或他人對本人/吾等提出破產或清盤(不論是自願與否)申請，或他人對本人/吾等提出任何查封、扣押或其他程序，則所有欠款、其應計利息及任何手續費須立即到期應付。銀行發出的結算書或付款要求(按銀行認為適當的格式)應為本人/吾等對銀行欠款的確證。在不影響本條規定下，在每月還款到期日的翌日，本人/吾等須就當時逾期未付的任何每月還款額支付銀行逾期還款費相當於港幣500元。

- (f) I/We hereby acknowledge and agree that the Bank may review at any time any Overdraft granted to me/us on my/our Overdraft Account and may at any time in its absolute discretion increase, decrease, terminate or suspend any Overdraft and/or require immediate payment of all amounts outstanding and all accrued interest and Charges.

本人/吾等確認並同意銀行不時審核於本人/吾等之透支戶口授予本人/吾等的任何透支，並可隨時全權酌情增加、減少、終止或暫停該透支，及/或要求本人/吾等即時繳清其戶口的全部欠款及所有應計利息及收費。

- (g) I/We agree that the Bank will charge interest to the Overdraft Account on the outstanding debit balance calculated at the Bank's prevailing interest rate. Interest shall accrue daily on the basis of 365 or 366 day year and will be debited at monthly intervals to the Overdraft Account of the Client. Interest rate(s) applicable to the Overdraft will be determined and subject to variation from time to time by the Bank at its absolute discretion. Where such interest debit would otherwise be less than the minimum amounts as specified by the Bank from time to time (currently is monthly HK\$100), the amount to be debited will be such minimum amount.

本人/吾等確認並同意銀行將就本人/吾等透支戶口內尚未繳清的結欠款項收取利息，並按銀行當時之利率計算。利息將以每年365或366日為基準按日計算，每月從本人/吾等的透支戶口扣除。適用於每一透支的利率由銀行不時全權酌情釐定及更改。若須扣除的利息少於銀行不時訂明的最低款額(現時為每月港幣100元)，則須扣除該最低款額。

- (h) I/We agree that the bank will charge a non-refundable fee if the Quarterly Average Utilization of overdraft facility is below Minimum Utilization Requirement (the fee is defined as Commitment Fee). Quarterly Average Utilization refers to the average outstanding debit balance of the account with overdraft facility against the overdraft limit on quarterly basis. Minimum Utilization Requirement is currently set at 20%. The Commitment Fee is currently set at \$250 per quarter and will be debited to my/our Overdraft Account in January, April, July and October of each year (if applicable). The commitment fee will be determined and subject to variation from time to time by the Bank at its absolute discretion.

本人/吾等同意銀行如每季平均透支額度使用量低於使用要求時，將收取不可退還的費用(此費用為額度承諾費)。每季平均透支額度使用量指每季透支戶口平均結欠款項對比透支額度。最低使用要求現設為20%。額度承諾費現為每個季度港幣\$250。在被認為需要時徵收此費用時，此費用將於每年1月、4月、7月及10月從透支戶口扣除。額度承擔費由銀行不時全權酌情釐定及更改。

- (i) I/We agree that no additional Overdraft will be made available if the Overdraft limit has been fully utilized, unless prior approval has been obtained from the Bank. The Bank may decline to honour any cheques and payments instructions if payment would result in the Overdraft limit being exceeded.

本人/吾等同意如透支限額已全數使用，銀行不會提供額外的透支額，除非經銀行事先批核。若支付任何款項會導致超逾備用透支內的透支限額，則銀行可拒絕承兌任何支票及拒絕執行任何付款指示。

- (j) I/We agree that cheques deposited for the credit of the Overdraft Account will be received by the Bank on a collection basis only and that uncleared funds will not be taken into account in determining the balance available under an Overdraft.

入透支戶口的支票只由銀行託收，而未經收妥之款項將不被列入透支戶口之可用結存。

- (k) To protect both myself/ourselves and the staff of the Bank and to help resolve any disputes between me/us and the Bank, the Bank may (but shall not be obliged to) record and I/we hereby acknowledge and agree to the Bank recording, all telephone conversations between the Bank and me/us and instructions given by me/us to the Bank, by writing and/or by tape recording and/or any other methods as the Bank may determine. The Bank's record of such telephone conversations and such instructions given by me/us to the Bank shall, in the absence of manifest error, be conclusive and binding on me/us and may be retained by the Bank for such period as it deems appropriate.

為了保障本人/吾等及銀行職員，及協助排解本人/吾等與銀行之間的爭議，銀行可以(但並無責任)以書面及/或錄音及/或銀行決定的任何其他方法，記錄銀行與本人/吾等之間所有電話通話及本人/吾等向銀行發出的指示，而本人/吾等確認並同意銀行作出上述記錄。銀行對上述電話通話及本人/吾等向銀行發出的指示所作的紀錄，若無明顯錯誤，即屬確證並對本人/吾等具有約束力，並可由銀行在其認為適當的期間保留。

- (l) For my/our convenience, I/we hereby authorize the Bank to disclose the following data by telephone to an enquirer whom the Bank genuinely believes to be me or any one of us (and for this purpose the Bank may require the enquirer to provide my Hong Kong Identity Card number(s), the amount of Overdraft applied for (rounded up or down if necessary to the nearest thousand dollars) and any other information as the Bank deems fit for verification of the enquirer's identity); Overdraft approval status (approved, pending or rejected), and, if approved, the exact amount approved, the interest rate and the Overdraft setup date.

為本人/吾等的方便，本人/吾等茲授權銀行以電話向銀行真誠地相信是本人或吾等任何一人的查詢者披露下列資料(為此銀行可要求查詢者提供本人的香港身分證號碼、申請透支額(如需要，上下湊整至最接近的千元數)及銀行為核證查詢者的身分認為適當的任何其他資料)；透支批核情況(已批核、待批或拒批)，又如已獲批核，已批核透支額、利率及透支生效日期。

- (m) I/We shall pay to the Bank a fee of 1% of overdraft limit or HK\$1,500 per annum, whichever is higher, upon successful application of the new standalone Business Overdraft (the fee is defined as Setup Fee). We shall also pay a fee of 1% of overdraft limit or HK\$1,500 per annum, whichever is higher, for the annual renewal of the standalone Business Overdraft or Business Overdraft bundled with Business Instalment Loan (the fee is defined as Service Fee). I/We understand that this amount will be deducted from my / our Overdraft account.

本人/吾等同意銀行就成功申請透支中小企業透支戶口收取手續費透支額的1%或港幣\$1,500，以較高者為準，及於透支中小企業透支戶口或連繫於拓展中小企業分期貸款之透支中小企業透支戶口每年續期審查時收取服務費透支額的1%或港幣\$1500，以較高者為準。本人/吾等同意此費用將從透支中小企業透支戶口中扣除。

(n) All fees and charges relating to Business Overdraft or Business Overdraft bundled with Business Instalment Loan are subject to variation by the Bank at its absolute discretion from time to time. I/We agree that the Bank is authorized to debit my/our Overdraft account for the fees and charges at the time of each monthly repayment.

所有透支易中小企業透支戶口或連繫於拓展易中小企業分期貸款之透支易中小企業透支戶口之收費及費用，由銀行不時全權酌情釐定及更改。本人/吾等同意銀行獲授權，於每月還款時從本人/吾等透支易中小企業透支戶口扣除收費及費用。

(o) Annual review for an overdraft facility is required. The assessment criteria will include but not limited to information from Credit Reference Agency or similar service provider, clients repayment record, Transaction volume of Current or Savings Account of any currency and/or account conduct. For Current or Savings Account's transaction volume, customers have to, at least 2 out of 4 quarters, maintain Credit Transactions equivalent to 50% of Business Overdraft Limit. Credit Transactions shall mean cash deposits (including over-the-counter and bulk deposits); inward local funds transfers within the Bank, local bank electronic transfers and telegraphic transfers (covering SWIFT and internal network transfers of the Bank); and local and foreign cheque deposits; and excluding all bank-initiated or system-initiated credits of funds into the Borrower's transactional accounts, such as: credits due to any returned item (for example: cheque return, funds transfer return, etc); interest credited into an account (if any). The Bank reserves the right to terminate any Business Overdraft Facility at its absolute discretion at any time without prior notice given.

透支額度須每年進行審查，審查內容包括但不只限於信貸資料服務機構或類似服務提供者所提供的資料、客戶還款紀錄、資金存入本行任何幣別支票或存款賬戶的活躍程度及/或往來紀錄。資金存入本行賬戶的活躍程度指客戶須於四個季度中，其中最少兩個季度存入款項達透支額度的50%。資金存入交易包括現金存款（包括經櫃檯辦理的存款、大量現金存款）、本行本地資金轉入、本地銀行電子付款及電匯（包括經SWIFT及銀行內部網絡轉帳）；及本地與海外支票存入；不包括所有銀行或系統發動的存款，如任何退款的存入（退票、退回轉帳款項等）；利息存入（如有）。銀行保留不給予任何事先通知而隨時終止透支額度的絕對權利。

3. Right of Repayment on Demand 隨時還款權

I/We agree that all my/our obligations to the Bank including without limitation all amounts outstanding under the Overdraft plus all accrued interest and any fees and charges outstanding shall become immediately due and payable upon demand by the Bank at any time at its sole discretion and I/we shall be liable to pay in full immediately such outstanding amounts.

本人/吾等同意本人/吾等對銀行之一切義務包括而不限於所有該透支欠款及其應計利息及任何費用和收費銀行有權隨時要求立即到期及支付。本人/吾等有責任向銀行立即支付全部欠款。

4. Interest 利息

All moneys expressed to be payable by me/us to the Bank shall include interest payable thereon. I/We shall pay interest on such moneys at such rate or rates as shall from time to time be agreed with the Bank or, in the absence of such agreement, specified by the Bank, and I/we agree to pay interest at the rate or rates so specified as if expressly agreed by me/us. Interest shall accrue from day to day and shall be calculated on such basis and be payable at such times as the Bank may determine in accordance with its usual practice. I/We acknowledge that a higher rate of interest may be charged on amounts in default and such interest shall be payable by me/us both before and after judgment and, in the absence of any agreement to the contrary, may be compounded at monthly or longer intervals or if applicable at the end of each funding period as selected by the Bank. A certificate issued by any of the Bank's officers as to the rates of interest payable on any such moneys shall, in the absence of manifest error, be conclusive and binding on me/us.

明示規定應由本人/吾等支付予銀行之一切款項應包括其應付之利息。本人/吾等應按不時與銀行商定之利率或（於未商定之情況下）銀行規定之利率支付上述款項之利息。本人/吾等同意按上述規定之利率支付利息，猶如該等利率由本人/吾等明示同意。利息應逐日計並按此計算，於銀行按其慣例確定之時候支付。本人/吾等確認銀行可能就逾期欠款收取較高之利率以及該等利息應由本人/吾等於判決前與後支付，而且如無任何相反之協議，可依照銀行選擇按月或按更長之時期或（適用時）於每個籌資期結束時以複利計算。銀行任何職員出具之有關上述任何款項應付利率之證明，若無明顯錯誤，則為最終證明並對本人/吾等具有約束力。

5. Set-off and Lien 抵銷與留置權

Without limiting any general or banker's lien, right of set-off or other right to which the Bank or the Bank Group Company, Standard Chartered Bank (including all its branches), the holding company or any subsidiary or associated company of Standard Chartered Bank (each a "Bank Group Company") may be entitled, the Bank shall have the right and is authorised to the fullest extent permitted by law, without notice to me/us or to any other person, to set off and appropriate and apply and I/we authorise each Bank Group Company to transfer or release to the Bank or the relevant Bank Group Company upon request, any credit balance in any currency on any account (whether subject to notice or not and whether matured or not) of me/us or of any other person with the Bank or any Bank Group Company in Hong Kong or elsewhere to which I/we may be beneficially entitled against any of my/our liabilities to the Bank or any Bank Group Company under these terms and conditions or in respect of any other agreement or transaction, whether actual, future or contingent, and the Bank and any Bank Group Company are authorised to purchase with the moneys standing to the credit of any such account such other currencies as may be necessary for this purpose. The Bank and any Bank Group Company shall have a lien on all my/our property which may now or hereafter be in their respective possession or custody whether for safekeeping or otherwise. 在不限制銀行、或渣打銀行（包括其所有分行）或其之控股公司或任何附屬公司或聯營公司（均為“渣打集團公司”）可能擁有之任何一般或銀行之留置權或抵銷權或其他權利下，銀行有權並被授權於法律許可之一切範圍內，無須事前通知本人/吾等或任何他人，從本人/吾等或任何其他人士開出而由本人/吾等實際擁有，於銀行或任何渣打集團公司位於香港或任何他處之任何賬戶（無論是否需要通知與無論是否到期）內任何貨幣之任何貸方餘額，不論是否由本人/吾等或上述其他人士單獨或與他人聯名開出，抵銷、撥用或運用本人/吾等於本條款及細則項下或就任何其他協議或交易對銀行或任何渣打集團公司之任何負債，無論實際、未來或或有；本人/吾等並授權每一渣打集團公司按要求向銀行或有關渣打集團公司轉賬或發放任何該等餘額，銀行及任何渣打集團公司有權以上述任何賬戶貸方款項購置為此目的所需之其他貨幣。銀行及任何渣打集團公司對其現時或今後可能佔有或代管（無論由於保管或其他原因）之本人/吾等一切財產擁有留置權。

6. Payments 支付款項

(a) All sums payable to the Bank by me/us shall be paid without set-off, counterclaim or any other restriction or condition and free and clear of any tax or other deductions or withholdings of any nature. If I/we or any other person shall be required by any law or regulation to make any deduction or withholding on account of tax or otherwise from any payment, I/we shall, together with such payment, pay such additional amount as will ensure that the Bank receives free and clear of any tax or other deductions or withholdings the full amount which the Bank would have received if no such deduction or withholding had been required.

本人/吾等應向銀行支付之一切款項支付時應無抵銷、反索賠或任何其他限制或條件，免除與不涉及任何性質之任何稅款或其他扣減額或預扣款。若任何法律或條例規定本人/吾等或任何他人因稅項或其他原因需要從任何款項進行任何扣減或預扣，本人/吾等應於支付上述款項時支付額外款項，以確保銀行收到若無上述規定之扣減或預扣時將收到之全部款項（免除與不涉及任何稅款或其他扣減或預扣款）。

(b) Any moneys received by the Bank in respect of my/our obligations to the Bank may be placed and kept to the credit of a suspense account for so long as the Bank thinks fit, and in the event of any proceedings in or analogous to bankruptcy, winding-up, liquidation, composition or arrangement, the Bank may prove for and agree to accept any dividend or composition in respect of my/our outstanding obligations as if there had been no suspense account or no credit therein.

銀行就本人/吾等對銀行之義務收到之任何款項可存入與記入暫記賬戶之貸方，期限以銀行認為適合者為準。若發生任何或類似任何破產、清盤、清算、債務和解或協議程序，銀行可證明本人/吾等未償義務並同意就該等義務接受任何分配之款項或債務和解，猶如不存在暫記賬戶或其貸方項下之款項。

(c) If any court gives a judgment in the Bank's favour for any amounts owing by me/us and such judgment is expressed in a currency (the "judgment currency") other than the currency in which such amounts are owing to the Bank (the "currency of account"), I/we shall fully indemnify the Bank in respect of all losses which it may at any time suffer as a result of any difference between (i) the rate or rates of exchange used for such purpose to convert the sum in question from the currency of account into the judgment currency and (ii) the rate or rates of exchange at which the Bank may purchase the currency of account with the judgment currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such judgment.

若任何法院就本人/吾等所欠之任何款項作出銀行勝訴之判決以及該判決明示規定之貨幣（“判決貨幣”）不同於欠銀行款項之貨幣（“賬戶貨幣”），本人/吾等應向銀行足額賠償銀行任何時候由於下列兩者之差額而可能遭受之一切損失(i)將有關款項從賬戶貨幣兌換為判決貨幣所用之匯率及(ii)銀行收到用於償還上述任何判決全部或部分金額之款項後可能使用判決貨幣購買賬戶貨幣之匯率。

(d) For all purposes hereof, including any legal proceedings, a certificate by any of the Bank's officers as to the sums and liabilities for the time being owing by me/us to the Bank shall, in the absence of manifest error, be conclusive evidence thereof. The Bank may debit my/our account with any sum which I/we am/are liable to pay to the Bank whether or not a demand has first been served on me/us.

就本協議之一切目的（包括任何法定程序）而言，銀行任何職員有關本人/吾等於有關時候欠銀行之款項與負債之證明，若無明顯錯誤，應為最終證明。無論是否先將正式要求通知本人/吾等，銀行可將本人/吾等有責任向銀行支付之任何款項借記本人/吾等賬戶。

7. Expenses 支出

The Bank may take such action as the Bank in its absolute discretion thinks fit to enforce these terms and conditions including without limitation employing any third party agent to collect any sums owing to the Bank. I/We shall indemnify and hold the Bank harmless from and against any and all consequences which may result from giving credit to me/us or performing any banking service for me/us and shall reimburse the Bank upon demand for any payment, loss or damage which the Bank may make or incur by reason thereof and shall upon request appear and defend at my/our own expense any action which may be brought against the Bank in connection therewith. I/We shall pay or reimburse to the Bank immediately upon demand and/or the Bank shall be entitled to debit any of my/our accounts with all commissions and other charges usually charged by the Bank whether or not previously notified to me/us and all other costs, charges and expenses incurred by the Bank in connection with the establishment, enforcement or preservation of any of its rights, the charges of any third party agent employed as aforesaid, or the insurance or other protection of any assets held as security, or in relation to its liabilities or purported liabilities under any banking facilities, these terms and conditions or any other agreements or guarantees including but not limited to the fees and expenses of any legal advisers on a full indemnity basis (save and except

that without prejudice to the generality to the foregoing, the costs, charges and expenses incurred by the Bank in recovering any sums owing by me/us to the Bank (including without limitation legal costs on an indemnity basis) shall be of reasonable amount and were reasonably incurred. 銀行有權採取銀行酌情認為適當的行動以執行本條款及細則，包括但不限於僱用第三方代理人追討閣下欠銀行之任何款項。對於向本人/吾等提供貸款或為本人/吾等提供任何銀行服務可能產生之任何與一切後果，本人/吾等應賠償銀行與使銀行免除責任，並於銀行提出要求時償付銀行由於該等後果銀行可能支付或發生之任何款項、損失或損害以及依照要求於就該等後果可能對銀行提起之任何法律訴訟中出庭與進行辯護，費用由本人/吾等自行承擔。本人/吾等應於銀行提出要求時立即向銀行支付或償付銀行通常收取之一切佣金與其他費用（無論前已通知本人/吾等與否）以及銀行就確定、執行或保持其於任何銀行信貸項下、本條款及細則或任何其他協議或擔保項下之任何權利或其於任何銀行信貸項下、本條款及細則或任何其他協議或擔保項下的保險或作為抵押持有的任何資產的其他保護、或就其於任何銀行信貸項下、本條款及細則或任何其他協議或擔保項下的責任或據稱的責任所發生之一切其他費用、收費及支出（包括（但不限於）任何法律顧問之全部費用及支出及上述第三方代理人的收費），以及（或）銀行有權將上述佣金、費用、收費及支出借記本人/吾等任何賬戶（但在不影響前述規定的一般性原則下，銀行追討本人/吾等對銀行的欠款所招致的費用、收費及支出（包括但不限於按彌償基準計算的法律費用），應為合理招致的合理數額的費用、收費及支出）。

8. Power of Attorney 授權書

I/We irrevocably and by way of security appoint the Bank to be my/our attorney, with full power of substitution, and in my/our name or otherwise on my/our behalf and as my/our act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required or which the Bank shall think fit for carrying out any of my/our obligations hereunder or for effecting any sale, disposal or other dealing by the Bank or for giving to the Bank the full benefit of these terms and conditions and of the security granted hereunder. I/We hereby ratify and confirm and agree to ratify and confirm any deed, instrument, act and thing which such attorney may lawfully execute or do.

本人/吾等不可撤銷地以及通過抵押指定銀行為本人/吾等之代理人，擁有全權代理，以本人/吾等名義或代表本人/吾等（如同本人/吾等之行動與行為）簽署、蓋印、簽訂、交付、進行下列各項可能需要或銀行認為適合之一切契據、文據、行為及事項並使其完全有效：履行本人/吾等於本條款及細則項下之任何義務或銀行進行任何銷售、處置或其他交易或將本條款及細則之全部利益及依據本條款及細則授予之抵押之全部利益給予銀行。本人/吾等特此批准與確認以及同意批准與確認上述代理人可能合法地簽訂或作出之任何契據、文據、行為或事項。

9. Disclosure 披露

(a) **All information provided by me/us and such further personal data relating to a person may be collected by the Bank from time to time before, during or after this application, and such information may be used and disclosed for such purposes and to such persons (whether the recipient is located in Hong Kong SAR or another country, or in a country that does not offer the same level of data protection as Hong Kong SAR) in accordance with the Bank's policies on the use and disclosure of personal data. Such policies are set out in statements, circulars, terms and conditions or notices made available by the Bank to its clients from time to time. The collected data may be used in connection with matching procedures (as defined in the Personal Data (Privacy) Ordinance).**

所有由本人/吾等提供之資料和銀行不時於本申請前、期間或之後搜集的個人資料的使用、披露目的及可予以披露的人士（不論接收人是否在香港特別行政區、或在資料保護程度不及香港的國家），銀行將按銀行所使用及披露個人資料的政策行事。該些政策載於銀行不時向本人/吾等提供的說明、通知、條款及細則或通知內。所收集的資料可用於配對程序（定義見個人資料（私隱）條例）。

(b) The Bank is authorized to disclose and transfer from time to time all information in connection with my/our accounts and business with the Bank (including credit balances and any security given) to all or any of the following persons (whether in or outside Hong Kong SAR):

銀行有權不時將所有關於本人/吾等的賬戶及與銀行的業務來往（包括賬戶結餘及所提供的押品）披露及轉移予所有或任何以下人士（不論是在香港特別行政區與否）：

(i) Standard Chartered Bank, the holding company of Standard Chartered Bank and any of the offices, branches, divisions, related companies or associates of Standard Chartered Bank or the Bank;

渣打銀行、渣打銀行的控股公司及任何銀行或渣打銀行的辦事處、分行、部門、關聯公司或關聯人士；

(ii) any actual or proposed participant or sub-participant in, or assignee or novatee of the Bank's right in relation to the Loan and/or my/our accounts;

任何對銀行就銀行授信及/或本人/吾等賬戶權益的實際或建議參與人或附屬參與人或受讓人或約務更替人；

(iii) agent, contractor or third party service provider which provides services of any kind to the Bank or Standard Chartered Bank in connection with the operation of its business; and

就銀行或渣打銀行業務營運提供任何形式服務的代理人、承包商或第三方服務提供商；及

(iv) any financial institution with which I/we have or proposes to have dealings to enable credit checks to be conducted on me/us.

任何與本人/吾等或擬與本人/吾等進行交易的財務機構，藉此對本人/吾等進行信貸審查。

(v) any person under a duty of confidentiality to the Bank. 對銀行有保密責任的任何人士。

(c) I/We also consent to the disclosure of any of its information by the Bank or any member of the Standard Chartered Group if required or permitted to do so by any law, regulation, court order or any regulatory authority in any jurisdiction.

本人/吾等亦同意，若任何司法管轄地之法律、法規、法庭命令或任何監管機構要求或允許，則銀行或渣打集團任何成員可披露本人/吾等的任何資料。

10. Client's Consent 客戶同意

(a) I/We consent and acknowledge that the Bank may provide my/our information to any proposed or actual individual guarantor or other security provider (or their solicitors) in respect of any credit facilities extended to me/us, including (without limitation):

本人/吾等同意並明白，銀行可向任何對本人/吾等信貸授信的建議或實際的個人擔保人或其他押品提供者（或其律師）提供本人/吾等的任何資料，其中包括（但不限於）：

(i) any financial information concerning me/us; 關於本人/吾等的財務資料；

(ii) a copy of the contract evidencing the obligations to be guaranteed or secured or a summary of such contract;

有關顯示所擔保義務的合約副本或摘要；

(iii) a copy of any formal demand for overdue payment which may be sent to me/us after it has failed to settle an overdue amount; and

（在本人/吾等未清還逾期款項的情況下）發給本人/吾等的任何逾期還款的正式付款要求的副本；及

(iv) from time to time on request by the proposed or actual guarantor or security provider, a copy of my/our latest statement of account or other information showing my/our financial status of the Client and/or credit facilities extended to me/us.

（在建議或實際的擔保人或押品提供人的不時要求時）發給本人/吾等的最新賬戶結單或其他顯示本人/吾等財務情況及/或關於向本人/吾等所提供的信貸授信的其他資料。

(b) Subject to applicable local Hong Kong laws, you hereby consent for the Bank or any of SCB Group Companies to share your information with local or overseas regulators or tax authorities where necessary to establish your tax liability in any jurisdiction.

根據香港當地適用法律，閣下特此同意銀行或任何渣打銀行集團公司在確定閣下於任何司法管轄地的納稅責任需要時，與當地或海外監管機構或稅務部門共享閣下的資料。

(c) You agree and undertake to notify the bank within 30 calendar days if there is a change in any information which you have provided to the Bank. 閣下同意並承諾，若閣下向銀行提供的任何資料發生變化，閣下將於30個日曆日之內通知銀行。

(d) Where required by local or overseas regulators or tax authorities, you consent and agree that the Bank may withhold, and pay out, from your account(s) such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities and directives. 若當地或海外監管機構或稅務部門規定，閣下同意銀行可根據適用法律、條例、與監管機構或稅務部門的協議、以及指令從閣下的賬戶中預扣及支付可能需要的相關款項。

11. Notices 通知

Any notice required to be given by the Bank to me/us shall be deemed to have been so given if addressed to me/ us at our address as may be notified to the Bank in writing by me/us or appear in the Bank's records as my/our last known address. Any notice delivered personally shall be deemed to have been given at the time of delivery. Any notice despatched by letter postage prepaid shall be deemed to have been given immediately after posting. Any notice sent by telex with answerback or by facsimile shall be deemed to have been given at the time of transmission.

任何需要由銀行交付本人/吾等之通知，發出時若寫明本人/吾等為收件人地址為本人/吾等書面通知銀行之地址或銀行記錄中最後為銀行所知之本人/吾等地址，則應視為已予交付。任何專人遞交之通知應於遞交時視為已予交付。通過郵資預付之函件發出之任何通知付郵後即應視為已予交付。通過使用回答電碼之電傳或傳真發出之任何通知應於發出時視為已予交付。

12. Governing Law and Jurisdiction 管轄法律與管轄權

These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong SAR and I/we hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong SAR courts.

本條款及細則受香港法律管轄並依據香港法律進行解釋，本人/吾等特此不可撤銷地服從香港法院非獨有之管轄權。

13. Miscellaneous 其他各項

(a) This is a continuing agreement and all the rights, powers and remedies hereunder shall apply to all my/our past, present, future and contingent obligations to the Bank, and notwithstanding any intermediate payment or settlement of account or any other matter whatsoever.

本條款及細則為持續之協議：由本條款及細則證明之抵押應為持續之抵押；本條款及細則項下之一切權利、權力及補救方法適用於本人/吾等對

銀行之一切過往、現時、未來及或有義務。上述抵押無損於銀行現時或今後就該等義務與負債持有之任何其他抵押，並為該等其他該等抵押以外之抵押，儘管提前支付任何款項或結清任何賬目。或了結任何其他事宜。本條款及細則可予以執行，無須首先由銀行追索任何其他抵押或權利。

- (b) I/We shall immediately upon demand by the Bank and at my/our expense make, execute, do and perform all such further assurances, instruments, acts or things as the Bank shall from time to time reasonably require to perfect these terms and conditions and the Bank's title to the security hereby constituted or intended to be constituted.

本人/吾等應於銀行提出要求時立即進行、簽訂、作出及完成銀行為使本條款及細則與銀行對由本條款及細則構成或計劃構成抵押之所有權完全有效而不時合理要求之一切其他保證、文據、行為或事項，費用由本人/吾等承擔。

- (c) Each of the rights, powers and remedies given to the Bank under these terms and conditions shall be cumulative and in addition to all other rights, powers and remedies given to the Bank by virtue of any other security, statute or rule of law or equity. Where from time to time any specific agreement is concluded between me/us and the Bank and is intended by its terms to govern a particular transaction, such other agreement shall apply to such transaction in conjunction with these terms and conditions. If there is any conflict between such other agreement and these terms and conditions, the terms of such other agreement to the extent that they are valid and enforceable shall prevail in respect of such transaction. 依據本條款及細則給予銀行之每項權利、權力及補救方法為累積之權利、權力及補救方法，並為由於任何其他抵押、法規或法律原則或衡平法規而給予銀行一切其他權利、權力及補救方法以外之權利、權力及補救方法。若本人/吾等不時與銀行簽訂任何特殊協議以及該協議之目的為以其條款對一項特定交易加以規定，則該等其他協議應與本條款及細則一併適用於上述特定交易。若該等其他協議與本條款及細則發生抵觸，則於有效與可執行之範圍內，就上述交易而言應以該等其他協議之條款為準。

- (d) Any forbearance or delay by the Bank in exercising any right, power or remedy shall not be deemed to be a waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof and no course of dealing between me/us nor any waiver in any one or more instances shall be deemed a waiver in any other instance. Each of the Bank's rights, powers and remedies shall continue in full force and effect until such rights, powers or remedies are specifically amended or waived by an instrument in writing executed by the Bank.

銀行暫不行使或延遲行使任何權利、權力或補救方法不應視為放棄該等權利、權力或補救方法，單獨或部份行使任何權利、權力或補救方法不應妨礙進一步行使該等權利、權力或補救方法。本人/吾等之間任何交易習慣或於任何一種或幾種情況下之任何放棄不應視為於任何其他情況下之放棄。銀行之每項權利、權力及補救方法應繼續充份有效，直至該等權利、權力或補救方法由銀行簽署之書面文據特別修訂或放棄。

- (e) Any provision in these terms and conditions which is invalid for any reason in any jurisdiction shall be ineffective only to the extent of such invalidity and shall not affect the validity of the remaining provisions hereof or the validity of such provision in any other jurisdiction. Nothing in these terms and conditions shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of Hong Kong SAR.

本條款及細則之任何規定因故於任何國家地區無效僅應於無效之範圍內失效，並不影響本條款及細則其餘規定之有效性或上述規定於任何其他國家地區之有效性。本條款及細則之任何規定在行使時將不會限制或免除任何責任，而該等責任之限制或免除又非香港法律所容許。

- (f) Nothing herein shall impose any obligation on the Bank to provide or continue any banking facilities or other accommodation or services to me/us, and these terms and conditions may be terminated or discontinued forthwith by the Bank at its absolute discretion with or without notice to me/us. 本條款及細則之任何規定不應強加銀行任何義務，以向本人/吾等提供或繼續提供任何銀行信貸或其他貸款或服務。本條款及細則可經銀行全權決定事前給予或不給予本人/吾等通知而立即終止或中止。

- (g) The Bank may, at any time and at its absolute discretion, by notice to me/us vary, amend or supplement any of these terms and conditions (including without limitation, the basis of calculation of any interest, charges, commissions or fees). Such variation, amendment or supplement shall take effect on the date of the notice setting out details of such variation, amendment or supplement or, if later, the date specified in the notice.

銀行可按其酌情權在給予本人/吾等通知的情況下更改、變更或補充該協議的條款（包括但不限於任何利息、費用、佣金或收費的計算基礎）。該更改、變更或補充會在載明有關更改、變更或補充通知的日期或通知所述的日期生效（以較遲為準）。

- (h) These terms and conditions shall operate for the benefit of the Bank and its successors and assignees, notwithstanding any change by way of amalgamation, consolidation or otherwise in the constitution of the Bank or of any such successor or assignee. The Bank may assign or otherwise transfer all or any of its rights and interests under these terms and conditions and any transactions to which these terms and conditions relates and/or the goods, documents and other properties in respect of which the Bank has a security interest and may deliver the same to the transferee(s), who shall thereupon become vested with all the rights and powers in respect thereof which were formerly vested in the Bank. The Bank shall be released and discharged from any liability or responsibility in respect of the goods, documents or other properties so transferred, but shall retain all its rights and powers in respect of goods, documents or other properties not so transferred. 儘管通過合併、聯合或其他而可能使銀行或其繼承人與受讓人之章程發生任何變化，本條款及細則適用於銀行及其繼承人與受讓人之利益。銀行可轉讓或出讓其於本條款及細則及與本條款及細則有關之任何交易項下一切或任何權利與權益及（或）銀行擁有抵押權益之貨物、單據及其他財產，並可將上述各項交付受讓人。據此，以前歸銀行所有有關上述各項之一切權利與權力歸受讓人所有。銀行對於上述轉讓之貨物、單據或其他財產之任何義務或責任應予解除與免除。然而，銀行對於未轉讓之貨物、單據或其他財產仍保留其一切權利與權力。

14. Chinese Translation 中文文本

I/We agree that the Chinese translation shall not apply in construing these terms and conditions and that the English version shall govern for all purposes.

本人/吾等同意，解釋本條款及細則時中文譯文並不適用，就一切目的而言應以英文文本為準。

Smart Business BonusPack Terms and Conditions 精明企業升級組合條款及細則

(A) General Terms and Conditions 一般條款及細則

1. Under Smart Business BonusPack, applicants are applying for (1) Business Instalment Loan, (2) Hong Kong dollars Current or Savings Account and (3) interest rebate offer as set out in the terms and conditions below.

申請精明企業升級組合，申請人亦會同時申請 (1) 拓展易中小企業分期貸款 (2) 港幣支票或存款戶口及 (3) 享有按照以下條款及細則之利息回贈。

2. Only those applicants who have successfully applied for and drawn down the Business Instalment Loan ("client(s)") will be eligible to the benefits and offers under the Smart Business BonusPack.

只有成功申請及提取拓展易中小企業分期貸款客戶才能享有精明企業升級組合下的優惠。

3. Upon applying Smart Business BonusPack, all existing and future Hong Kong dollar Current or Saving Account(s) opened in the same name as the borrower under the relevant Business Instalment Loan with Standard Chartered Bank (Hong Kong) Limited ("Bank") will be linked to Smart Business BonusPack. This linkage will be carried out within 45 days after account successfully opened. If not, please state in the Business Instalment Loan Client Services Request Form.

當申請精明企業升級組合成功後，所有相關拓展易中小企業分期貸款申請公司同名之渣打銀行（香港）有限公司（「本行」）之現有或將有的港元支票或儲蓄戶口，都會於成功開戶後四十五天內連繫至精明企業升級組合。否則，請在「拓展易」中小企業分期貸款客戶服務申請表上註明。

4. A maximum of 10 Hong Kong Dollar Current or Savings Account(s) (including the repayment account of Business Instalment Loan) of the Bank can be linked to each Smart Business BonusPack. The name of such Account holders must be the same as the borrower in the Business Instalment Loan application. Only the balance of the linked Hong Kong Dollar Current or Savings Account(s) will be counted towards the total balance of Smart Business BonusPack.

精明企業升級組合最多可連繫10個本行之港元支票或儲蓄戶口（包括拓展易中小企業分期貸款之還款戶口）。連繫戶口必須和拓展易中小企業分期貸款申請公司同名。只有連繫於精明企業升級組合的港元支票或儲蓄戶口之結餘方會計於精明企業升級組合的總結餘內。

5. BusinessOne and Marathon Saving Account cannot be linked to the Smart Business BonusPack.

BusinessOne及高息馬拉松活期存款不可以與精明企業升級組合連繫。

6. If client has more than one successfully drawn down Business Instalment Loan, client can apply for a Smart Business BonusPack in respect of each of such loans.

如客戶有多於一個成功提取之拓展易中小企業分期貸款，客戶將能根據每個貸款申請個別精明企業升級組合。

7. For any Hong Kong dollar Current or Saving Account opened after Smart Business BonusPack(s) is/are set up, such Account(s) will automatically linked to the Smart Business BonusPack with underlying loan most recently drawn down. If not, please state in the Business Instalment Loan Client Services Request Form.

在完成申請精明企業升級組合之後申請的港幣支票或存款戶口將會自動連繫至最新提取拓展易中小企業分期貸款之精明企業升級組合。否則，請在「拓展易」中小企業分期貸款客戶服務申請表上註明。

8. Subject to paragraph (A) 4 above, Business Instalment Loan clients who have successfully opened the Smart Business BonusPack may, from time to time, elect to link additional or de-link existing Hong Kong Dollar Current or Savings Account(s) to the Smart Business BonusPack by giving at least five business days' written request to the Bank before the proposed date of linkage or de-linkage. The Bank has absolute discretion in determining whether or not to approve the request without assigning any reason.

根據上述條款 (A) 4，成功申請精明企業升級組合的全新或續借的拓展易中小企業分期貸款客戶可不時向本行發出通知，選擇增加或減少連繫於精明企業升級組合之現有港元支票或儲蓄戶口；惟客戶必須於增加或減少連繫於精明企業升級組合的日期前5個工作天以書面通知本行。本行保留最終決定權。

9. The Bank will charge a non-refundable one-off administration fee of HK\$300 for the opening of each Smart Business BonusPack. This fee will be charged from the Business Instalment Loan repayment account together with the first Business Instalment Loan instalment payment after client has successfully opened the Smart Business BonusPack and is subject to variation by the Bank at its absolute and sole discretion.

本行將就每個精明企業升級組合收取港幣300元不可退還的一次性行政費。此行政費將與由精明企業升級組合成功設立日起計的拓展易中小企業

- 分期貸款首期還款一起從還款戶口中收取。此行政費由本行不時全權酌情釐定及更改。
10. The client agrees that Smart Business BonusPack is made available by the Bank subject to the applicable Smart Business BonusPack Terms and Conditions and agrees to be bound by all the Smart Business BonusPack Terms and Conditions. These Terms and Conditions shall be read together with the Terms and Conditions of Business Instalment Loan which shall also be binding on the client. In case of conflict or inconsistency between the two sets of Terms and Conditions, the Business Instalment Loan Terms and Conditions shall prevail in so far as they relate to the Smart Business BonusPack. Any amendment to these Terms and Conditions shall be deemed to be effective and binding on the client on giving the prescribed notice.
- 客戶同意精明企業升級組合是由本行遵從適用之精明企業升級組合之條款及細則而提供的。客戶同意受所有有關條款及細則約束。此等條款及細則須與所有拓展易中小企業分期貸款之條款及細則一併理解，客戶並須受此等條款及細則約束。若任何精明企業升級組合條款及細則與拓展易中小企業分期貸款之條款及細則有任何抵觸，應以拓展易中小企業分期貸款之條款及細則為準。在給予客戶特定通知的情況下，此等條款及細則之更改為有效及俱有約束力。
11. The Bank may, by notice, terminate the Smart Business BonusPack, and with or without cause, without prejudice to the respective rights and obligations of the Bank and the Business Instalment Loan client, in respect of any one and more of the features or offers of Smart Business BonusPack, which shall continue to be governed by the relevant Terms and Conditions.
- 本行可發出通知及在給予或不給予理由之下，終止精明企業升級組合，但不影響本行及客戶各自就各項服務中之任何一項或以上之權利及責任，該等權利及責任應繼續受有關條款及細則所約束。
12. Application for and usage of Smart Business BonusPack is subject to all prevailing Terms and Conditions applicable to Hong Kong Dollar Current or Savings Account, as may from time to time be supplemented, amended or replaced by the Bank at the Bank's sole discretion.
- 申請及使用精明企業升級組合須受有關適用於港幣支票或儲蓄存款戶口之所有條款及細則所規限及本行可不時補充，修訂或取代有關條款及細則。如有任何爭議，本行保留最終決定權。
13. Business Instalment Loan clients with Smart Business BonusPack can refer to the monthly statement for details of the interest rebate credit transactions. Clients can upon receipt of a statement check the statement carefully and immediately notify the Bank if it is considered that any details contained in the statement are inaccurate. If the Bank does not receive any such notice within the period stipulated in the statement for this purpose, the clients shall be deemed to have accepted all the details contained in the statement as true and accurate in all aspects and final and conclusive. 每位合資格獲享利息回贈之客戶可參閱刊載於其戶口月結單內之現金獎賞交易。客戶在收到月結單時須小心核對月結單，如認為月結單所載的詳情不正確，須立即通知本行。倘本行在月結單為此規定的期限內並無收到該等通知，則客戶須視作已接納月結單所載的所有詳情在各方面均為真實及正確。
14. The Bank reserves the right to vary, modify or terminate any Smart Business BonusPack and to amend any of these Terms and Conditions at any time. In case of disputes, the decision of the Bank shall be final and binding in all respects.
- 本行保留隨時更改或終止精明企業升級組合之任何優惠，以及修訂任何有關條款及細則之權利而毋須另行通知。如有任何爭議，本行保留最終決定權。
15. (a) Subject to applicable local Hong Kong laws, you hereby consent for the Bank or any of SCB Group Companies to share your information with local or overseas regulators or tax authorities where necessary to establish your tax liability in any jurisdiction.
- 根據香港當地適用法律，閣下特此同意銀行或任何渣打銀行集團公司在確定閣下於任何司法管轄地的納稅責任需要時，與當地或海外監管機構或稅務部門共享閣下的資料。
- (b) You agree and undertake to notify the bank within 30 calendar days if there is a change in any information which you have provided to the Bank.
- 閣下同意並承諾，若閣下向銀行提供的任何資料發生變化，閣下將於30個日曆日之內通知銀行。
- (c) Where required by local or overseas regulators or tax authorities, you consent and agree that the Bank may withhold, and pay out, from your account(s) such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities and directives. 若當地或海外監管機構或稅務部門規定，閣下同意銀行可根據適用法律、條例、與監管機構或稅務部門的協議、以及指令從閣下的賬戶中預扣及支付可能需要的相關款項。
16. This Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("HKSAR") and the client hereby irrevocably submits to the non-exclusive jurisdiction of the HKSAR courts.
- 此等條款及細則應受香港特別行政區法律管轄及解釋；客戶茲不可撤銷地服從香港特別行政區法院之非專屬管轄權。
17. If there is any inconsistency or conflict between the English version and the Chinese version, the English version shall prevail.
- 中英文版之內容如有歧異，在任何情況下概以英文版為準。

(B) Terms and Conditions for Interest Rebate of the Smart Business BonusPack 精明企業升級組合利息回贈條款及細則

1. Clients joining Smart Business BonusPack will have their Business Instalment Loan linked up to designated Hong Kong dollar Current or Savings Account(s), entitling them to interest rebate. The rebate is calculated based on a percentage on the interest portion of the Business Instalment Loan's instalment repayable on a monthly basis (the "Interest Rebate Percentage"). Client can refer to the Business Instalment Loan – Smart Business BonusPack Set Up Advice for the minimum requirement of the average daily balance for all applicable accounts linked to Smart Business BonusPack and the Interest Rebate Percentage. Subject to the fulfillment of the other terms and conditions hereunder by the client who has successfully opened the Smart Business BonusPack, interest rebate will be awarded to the client on the condition that the total average daily balance calculated on monthly basis maintained by the client in all the accounts linked to Smart Business BonusPack meets the minimum requirement as stipulated by the Bank which may be changed from time to time at the Bank's sole discretion.
- 參加精明企業升級組合的客戶將會連結港元支票或儲蓄戶口與拓展易中小企業分期貸款，以享有利息回贈。此利息回贈是根據拓展易中小企業分期貸款每月還款當中的利息部份按月按百分比計算（「利息回贈百分比」）。有關連繫於拓展「盈」商戶口的所有戶口的平均每日結餘之最低要求及利息回贈百分比，客戶可參閱拓展易中小企業分期貸款 - 精明企業升級組合設立通知書。利息回贈只會回贈予符合指定要求的精明企業升級組合客戶，而其連繫於精明企業升級組合的所有戶口的總結餘必須符合本行所訂明的平均每日結餘水平之最低要求。本行對此平均每日結餘水平之最低要求保留不時更改的權利。
2. The average daily balance shall be calculated on a monthly basis by dividing the total balance of all accounts linked to Smart Business BonusPack by the number of days of the period between two consecutive Business Instalment Loan Repayment Dates as specified in the Business Instalment Loan Repayment Schedule to the client.
- 平均每日結餘是根據每個連繫於精明企業升級組合的戶口的每日結餘將加上之後除以拓展易中小企業分期貸款還款表所示之連續2個還款日之間的天數每月計算。
3. Interest rebate will be accumulated and payment shall be made every month(s) according to loan tenor starting from the drawdown date of the Business Instalment Loan.
- 每月所計算出的回贈利息將會累積並於提取貸款後根據貸款年期每1個月發放1次。
4. Interest rebate will be credited to the Business Instalment Loan repayment account within one month after payment date mentioned in paragraph (B) 3 above.
- 利息回贈將於上述 (B) 3所指之提取貸款日的一個月內存入拓展易中小企業分期貸款還款戶口。
5. If the Smart Business BonusPack does not meet the minimum average daily balance requirement specified in the Business Instalment Loan - Smart Business BonusPack Set Up Advice, no interest rebate will be rewarded for that month.
- 若某一月份未能符合拓展易中小企業分期貸款 - 精明企業升級組合設立通知書所訂之精明企業升級組合平均每日結餘水平之最低要求，則該月份不會獲得部份或任何金額的利息回贈。
6. There must be no record of default in repayment by the client in any Business Instalment Loan prior to the payment date mentioned in paragraph (B) 3 above and the relevant Business Instalment Loan must not be in a delinquent status at the time of the interest rebate payment date mentioned in paragraph (B) 3 above.
- 於上述 (B) 3所指之利息回贈日前的任何拓展易中小企業分期貸款沒有任何逾期還款紀錄。而拓展易中小企業分期貸款必須於上述 (B) 3所指之利息回贈日並無拖欠任何還款金額。否則，一切相關的利息回贈將被取消。
7. No interest rebate will be rewarded if there is any default in repayment or delinquency. The Bank reserves the right to withhold, cancel or forfeit any interest rebate yet to be credited to the client if any of the forgoing situations happen. Once being cancelled or forfeited, client will lose the entitlement to such interest rebate absolutely.
- 如果有任何逾期或拖欠還款，客戶將不會獲得利息回贈。如果有任何上述情況發生，本行保留權利中止、取消或沒收任何未派發給客戶之利息回贈。一旦被取消或沒收，客戶將絕對失去享有這利息回贈的資格。
8. Interest rebates are non-transferrable and non-returnable. 利息回贈不可轉讓亦不可退回。
9. Interest rebate will be rounded to the nearest cents. 利息回贈將兌換至仙位數值。
10. The Bank reserves the right to vary, modify or terminate any Smart Business BonusPack features and offers and to amend any of these terms and conditions at any time without prior notice. In case of disputes, the decision of the Bank shall be final and binding.
- 本行保留隨時更改或終止精明企業升級組合之任何優惠，以及修訂任何有關條款及細則之權利而毋須另行通知。如有任何爭議，本行保留最終決定權。
11. This Terms and Conditions shall be governed by and construed in accordance with the laws of the HKSAR and the client hereby irrevocably submits to the non-exclusive jurisdiction of the HKSAR courts.
- 此等條款及細則應受香港特別行政區法律管轄及解釋；客戶茲不可撤銷地服從香港特別行政區法院之非專屬管轄權。
12. If there is any inconsistency or conflict between the English version and the Chinese version, the English version shall prevail.
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