

GENERAL TERMS AND CONDITIONS FOR GENERAL BANKING FACILITIES

1. Definitions

1.1 In these General Terms and Conditions and in the Facility Letter, unless the context otherwise requires, the following expressions shall have the following meanings:

"Bank Group Member" means the Bank's ultimate holding company, any subsidiary and affiliate of the Bank or of its ultimate holding company and all associated companies (being companies in which an equity interest is held by the foregoing);

"Business Day" means a day (except Saturdays, Sundays and public holidays) on which the Bank is open for business in Hong Kong and if applicable, in the principal financial centre of the country of the currency of the relevant Facility;

"Default Rate" means a rate of interest, as determined by the Bank from time to time, charged on any unpaid liabilities when due or on demand, or any amount in excess of any facility limits;

"Facility" means all banking or credit facilities (or any part thereof) from time to time made or to be made available by the Bank to the Borrower; and references to **"each Facility"**, **"the relevant Facility"**, **"any Facility"** and **"no Facility"** shall mean any such banking or credit facility as the context requires;

"Facility Letter" means the facility letter(s) or loan agreement(s) (including all its (their) schedules and appendices) entered into between the Bank and the Borrower in relation to the Facility, as amended, varied, supplemented and/or replaced from time to time; **"the Facility Letter"**, where the context requires, means any Facility Letter or all the Facility Letters;

"General Terms and Conditions" means these General Terms and Conditions for General Banking Facilities as amended and in force from time to time;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"Hong Kong Dollar Prime Rate" means the annual interest rate representing the Bank's best lending rate for loans in Hong Kong Dollars designated by the Bank from time to time;

"HIBOR", in relation to any interest period for the Loan, means the annual interest rate applicable in respect of that interest period, determined by reference to such page on the Reuters screen as the Bank determines at its absolute discretion (or its functional equivalent designated by the Bank) at or about 11:00 a.m. on the first day of the relevant interest period;

"Instalment Payment Date" means any day on which a repayment instalment of the Loan falls due;

"Liabilities" means the total from time to time of all indebtedness owed by the Borrower to the Bank, whether under a Facility Letter or otherwise;

"Loan" means, as the context requires, a drawing of principal under the Facility or the aggregate outstanding principal amount in any currency (or currencies) of all such drawings from time to time;

"Privacy Notice" means the Bank's Notice to Customers and Other Persons relating to the Personal Data (Privacy) Ordinance as revised/supplemented by the Bank and circulated to its customers and other persons from time to time; and

"US Dollar Prime Rate" means the annual interest rate representing the Bank's best lending rate for loans in US Dollars designated by the Bank from time to time.

1.2 Where appropriate in these General Terms and Conditions and in the Facility Letter:

- (i) the use of any gender shall also include the other genders;
- (ii) the use of the singular shall include the plural and vice versa;

- (iii) and where the context so admits, the expression "Borrower" shall also include its legal representatives, successors and permitted assigns and persons deriving title under the Borrower; the expression "Bank" shall include its successors and assigns and any of its branches and persons deriving title under the Bank;
- (iv) the "**dissolution**" of a person also includes the winding-up, liquidation or bankruptcy of that person, and any equivalent or analogous procedure under the law of any jurisdiction in which that person is incorporated, domiciled, or resident or carries on business or has assets;
- (v) "**including**" and any similar expression shall be deemed to mean "including without limitation";
- (vi) "**indebtedness**" includes any obligation (whether present or future, actual or contingent, secured or unsecured, joint or several, as principal, surety or otherwise) relating to the payment of money;
- (vii) the expression "**person**" shall mean and include a company, society, corporation, firm, partnership, joint venture, trust, state, agency of a state, or an individual and in the case of an individual his or her executors, administrators, committee, receiver or other person lawfully acting on behalf of every such person;
- (viii) any document includes a reference to that document as amended, varied, supplemented or modified from time to time;
- (ix) references to Clauses and the Schedule are to clauses in, and the Schedule to, these General Terms and Conditions; and
- (x) clause and other headings are for ease of reference only and shall not affect the interpretation of these General Terms and Conditions.

2. Availability

- 2.1 Unless otherwise agreed or waived by the Bank, no Facility or other banking service will be made available by the Bank unless the Borrower satisfies all conditions precedent and/or pays all fees and charges required in respect of the relevant Facility or banking service pursuant to a Facility Letter or otherwise.
- 2.2 All Facilities shall be made subject to such limit or limits as may be agreed between the Borrower and the Bank or otherwise as varied and revised by the Bank at its absolute discretion from time to time. The Borrower agrees that the Bank is entitled at any time to increase, reduce or otherwise vary the limit(s) applicable to any Facility and the Bank may give prior notice of such increase, reduction or variation if this is reasonably practicable to do so.
- 2.3 If a Facility is an overdraft facility, even though the amount outstanding under such Facility has not exceeded the limit or limits applicable to such Facility, the Bank may at any time, at its absolute discretion, without prior notice and without assigning any reason therefor refuse to make available to the Borrower advance(s) under such Facility or terminate such Facility.
- 2.4 Notwithstanding any provision in any Facility Letter or any other agreement between the Bank and the Borrower or any other person, the Bank is not obliged to grant or continue to grant any credit to the Borrower or provide or continue to provide any service to the Borrower.
- 2.5 Unless otherwise provided in a Facility Letter, the Loan is and shall constitute senior, unsubordinated obligations of the Borrower.

3. On Demand Facility

- 3.1 **Notwithstanding any provision in a Facility Letter or any other agreement between the Bank and the Borrower or any other person, all Liabilities are subject to the Bank's overriding right to payment on demand at any time. Upon the Bank making any such demand, all Liabilities**

shall become immediately due and payable and the Borrower shall forthwith pay to the Bank all the Liabilities or any part thereof as specified in such demand.

- 3.2 **If any Liabilities become due and payable pursuant to Clause 3.1, the Bank shall be entitled to charge such prepayment fees and administration fees as the Bank, acting reasonably and in good faith, may determine from time to time or otherwise as provided in the relevant Facility Letter. Details of such fees will be made available on request.**

4. Repayment

- 4.1 Notwithstanding any provision in a Facility Letter or any other agreement between the Bank and the Borrower or any other person to the contrary and subject to Clause 4.2, the Bank has the right in its absolute discretion from time to time to vary or modify the mode of payment of any Facility, including increasing, reducing or otherwise varying the number and/or amount of any payment instalments by giving reasonable prior written notice (if it is reasonably practicable to do so) to the Borrower of such variation or modification.
- 4.2 Notwithstanding any provision in a Facility Letter or any other agreement between the Bank and the Borrower to the contrary, if the relevant Facility is one originally agreed to be repayable by fixed instalment amounts, the Bank may in its absolute discretion from time to time (including when there is a change in the applicable interest rate) vary or revise the number and/or amount of any payment instalment and such variation or revision shall become effective on the next Instalment Payment Date. The Bank shall notify the Borrower of such variation or revision as soon as reasonably practicable.

5. Interest

- 5.1 **Subject to the other provisions of this Clause 5, all amounts advanced under any Facility will be charged with interest at such rates and in such manner as specified in the applicable Facility Letter.**

- 5.2 If interest in respect of any Facility (whether revolving or otherwise) is calculated on the basis of HIBOR or any other interbank rate, the Borrower agrees that interest on the Loan shall be calculated and payable by reference to interest periods. Each interest period shall be of a duration agreed by the Bank, as notified by the Borrower to the Bank in writing not less than 1 Business Day prior to the beginning of the relevant interest period or as may otherwise be agreed by the Bank and shall commence on the Business Day that the Loan is drawn down or on the last day of the immediately preceding interest period for the Loan, except that:

- (i) if the Borrower fails to select an interest period for the Loan, the interest period for the Loan shall be the same as the preceding interest period for the Loan or if there is none, the interest period shall be for 1 month or such other period as the Bank may think fit;
- (ii) if any interest period does not end on a Business Day, its duration shall be adjusted so as to end on the next Business Day or the immediately preceding Business Day as the Bank shall at its absolute discretion determine;
- (iii) if an interest period for the Loan begins either on the last Business Day in a month or on a day for which there is no numerically corresponding day in the calendar month in which such interest period is due to end, then such interest period shall end on the last Business Day of such later month;
- (iv) if a Facility can be drawn by multiple advances, the first interest period in respect of every Loan after the first Loan will commence on the Business Day that it is drawn down and end on the last day of the then current interest period in respect of the Facility; and
- (v) no interest period shall extend beyond any Instalment Payment Date or the maturity date of the relevant Facility.

- 5.3 Unless otherwise specified and subject to Clause 5.4, interest shall accrue from day to day on the basis of the number of days elapsed and a 365 day year for Hong Kong Dollar loans or a 360 day

year for US Dollar loans or otherwise according to conventional market practice as the Bank may determine.

- 5.4 In respect of any Facility repayable by instalments, interest shall be calculated on a monthly basis or such other periodic basis as the Bank determines in its absolute discretion.
- 5.5 Notwithstanding any provision in the Facility Letter or any other agreement between the Bank and the Borrower or any other person and subject to this Clause 5, the Bank may at any time, in its absolute discretion, by giving prior reasonable notice to the Borrower, vary or modify (unless such variation or modification is beyond the Bank's control) the rate(s), mode of payment or basis of calculation of any interest, charges, commissions or fees.
- 5.6 Without prejudice to the generality of Clause 5.5, if there is any change in the interest rate applicable to a Facility, the interest on which is calculated on the basis of the Hong Kong Dollar Prime Rate or US Dollar Prime Rate or any other interest rate representing the Bank's best lending rate for loans in other currencies from time to time the new interest rate shall apply and such change shall be effective:
- (i) in the case of a mortgage instalment facility, on the next instalment repayment date; and
 - (ii) in the case of a term loan facility or an overdraft facility, immediately upon such change.
- 5.7 If a Facility is an overdraft facility, interest shall be calculated on the daily debit balance and payable monthly in arrears and debited to the Borrower's current account with the Bank on such date as may be determined by the Bank. Interest so debited shall become part of the principal due from the Borrower and shall bear interest accordingly.

6. Default Interest

If any Liabilities are not paid when due or on demand, or any amount in excess of any Facility limit is drawn, the Bank shall be entitled to charge default interest on such Liabilities or amount at the Default Rate and in such manner as it may determine in its absolute discretion. Such interest will be payable by the Borrower both before and after judgment and may be compounded at monthly or other intervals as the Bank may determine in its absolute discretion.

7. Commissions, Fees and Charges

- 7.1 The Borrower shall pay to the Bank on demand commissions, fees and charges in connection with any Facility or any banking service at such rates as reasonably determined by the Bank and in such manner as the Bank may in its absolute discretion determine. The Bank shall make details of applicable fees, charges and commissions readily available to the Borrower and advise the Borrower of the same on request.
- 7.2 Unless otherwise agreed by the Bank or provided in a Facility Letter, the Borrower shall on demand reimburse the Bank for, and indemnify the Bank against, all reasonable costs and expenses (including legal costs and expenses) which the Bank may incur in connection with the negotiation, preparation, filing and registration of a Facility Letter, these General Terms and Conditions and any security documents entered into in connection with any Facility (including any documents required to be provided under Clause 12) or the performance, perfection or enforcement of the Facility Letter, these General Terms and Conditions or such other security (or any attempt to do so). Such costs and expenses shall be fully payable notwithstanding that the Borrower's application for the relevant Facility is not accepted or such Facility, or its application, is subsequently cancelled, modified or withdrawn for any reason.
- 7.3 If any Facility is prepaid (whether in full or in part), the Borrower shall on demand reimburse the Bank for, and indemnify the Bank against, all costs reasonably incurred by the Bank as a result of such prepayment. Such costs shall include all costs (including break costs), expenses, liabilities and expenses incurred or suffered by the Bank in cancelling, terminating and/or unwinding any arrangements effected by the Bank to secure funding of such Facility.

8. Prepayments

- 8.1 If the Bank permits prepayment of any Loan, the Loan may be prepaid in whole or in part subject to such minimum prepayment amount as the Bank may determine from time to time, together with accrued interest and other amounts outstanding at the relevant time. Unless the Bank otherwise agrees or otherwise provided in a Facility Letter or other agreement between the Bank and the Borrower, the Borrower must give at least one month's written notice of the prepayment and the prepayment date must fall on an Instalment Payment Date.
- 8.2 Unless the Bank otherwise agrees, if a Term Loan, Instalment Loan or Personal Loan is prepaid (i) amounts prepaid shall be applied in or towards repayment of any periodic instalments in reverse order of their maturity if the number of instalments is to be reduced and (ii) the amount prepaid shall not be available for reborrowing.
- 8.3 **The Borrower shall pay to the Bank on demand such prepayment fees and/or administration fees as the Bank may reasonably determine from time to time. Details of such fees will be provided to the Borrower on request.**

9. Payments

- 9.1 All payments by the Borrower are to be made to the Bank before 4:00 p.m. on their due dates in accordance with the Bank's directions in immediately available funds without set-off or counterclaim and free and clear and without any deduction or withholding for any taxes, duties or any other charges whatsoever.
- 9.2 Any payment to be made by the Borrower or which is otherwise due on a non-Business Day shall instead be due on the next Business Day in the same calendar month and, if none, on the immediately preceding Business Day.
- 9.3 If the Borrower is required by law or by any governmental agency to make any deduction or withholding on account of any tax or other amount from or in respect of any payment by it to the Bank in respect of the Liabilities, or if the Bank (or any person on its behalf) is required by law or by any governmental agency to make any deduction or withholding from, or any payment on or calculated by reference to the amount of, any sum paid or payable or received or receivable by it in respect of the Liabilities (except on account of tax on its overall net income), then the sum payable by the Borrower in respect of which the relevant deduction, withholding or payment is required, shall be increased to the extent necessary to ensure that, after the making of that deduction, withholding or payment, the Bank receives on the due date and retains (free from any liability in respect of any such deduction, withholding or payment) a net sum equal to the amount which it would have received and so retained had no such deduction, withholding or payment been required or made.

10. Force Majeure

If any change in applicable law shall (i) increase the cost to the Bank of maintaining the Facility or of maintaining or funding the Loan, (ii) reduce the amount of any payment received or receivable by the Bank in respect of the Facility, (iii) oblige the Bank to make a payment in respect of the amount of any sum received or receivable by it in respect of the Facility, (iv) cause the Bank to forgo any interest or other sum received or receivable by it or (v) render the Bank otherwise unable to obtain the rate of return on its overall capital which it would otherwise have been able to achieve but for making the Facility available, then the Bank may notify the Borrower and the Borrower shall indemnify the Bank against that increased cost, reduction, payment or forgone interest or other sum on demand.

11. Insurance and Valuation

- 11.1 If required by the Bank, the Borrower shall, at its own expense, maintain, and renew annually, insurance coverage in respect of such of its assets and properties as the Bank may require from time to time against such losses, damages and other types of risks and for such insurable value as the Bank, acting reasonably and in good faith, may determine, with insurance companies acceptable to the Bank. **If the Borrower fails to maintain such insurance, the Bank may effect such insurance on the Borrower's behalf at the Borrower's expense and the Borrower shall reimburse the Bank on demand for all reasonable costs and expenses so incurred.**

- 11.2 If required by the Bank, the Borrower shall assign all the Borrower's rights, title and interest in and to the relevant insurance policies to the Bank as security for any Liabilities and shall procure that the Bank's interest is duly noted on the relevant insurance policies and other documents evidencing such insurances and that all amounts payable under such policies are duly paid to the Bank. The Borrower shall on demand provide the Bank with all original premium receipts, insurance policies and other documents related to such insurances.
- 11.3 The Borrower shall hold all sums received by the Borrower under the relevant insurance policy on trust for the Bank.
- 11.4 The Borrower irrevocably authorizes the Bank to deal with any insurer with respect to any claim or matter relating to any insured asset or property and to receive payment from and give effectual receipts and discharges to any insurer on behalf of the Borrower.
- 11.5 Unless otherwise agreed or waived by the Bank, if any asset or property is provided to the Bank as security for any Liabilities, the Borrower shall obtain a valuation report acceptable to the Bank in respect of such asset or property before the relevant Facility will be made available to the Borrower. The Bank may require the Borrower to provide up-to-date valuation reports in respect of such asset or property at the Borrower's expense whenever the Bank, acting reasonably and in good faith, may think fit.

12. Provision of Collateral

The Borrower shall on demand by the Bank furnish the Bank with such additional collateral (whether in addition to or in substitution for any existing collateral or otherwise) to secure any Liabilities in such form, of such value and on such terms as the Bank may from time to time require. In furtherance of the foregoing, the Borrower shall, at the Borrower's expense (i) execute and deliver to the Bank such agreements and other documents in respect of such collateral and obtain such legal opinions in relation thereto (all in form and substance satisfactory to the Bank) as the Bank shall require and (ii) take all steps reasonably required by the Bank to perfect the Bank's interest in respect of such collateral including registering or procuring the registration of such agreements and documents with the appropriate authority(ies).

13. Application

Notwithstanding any provision in the Facility Letter or any other agreement between the Bank and the Borrower or any other person, the Bank shall be entitled to appropriate or apply all or any sums paid to it in respect of the Liabilities against such parts of the Liabilities (whether principal, interest, fees, costs, commission, expenses or otherwise) in such manner and order as it may determine in its absolute discretion.

14. Bank's Statement

- 14.1 Subject to Clause 14.2, a statement issued by the Bank as to any amount owing by the Borrower to the Bank at any time or the rate or amount of interest, fees and other charges payable by the Borrower shall, save for manifest error, be conclusive evidence of such amount or rate for all purposes and binding on the Borrower and practicable to the extent permitted by law, any person providing security for any Liabilities..
- 14.2 The Borrower shall have a duty to examine and verify the correctness of each and every item in any statement of account issued to it by the Bank. The Borrower must notify the Bank in writing as soon as reasonably practicable and, in any event, within 90 days from the day of deemed receipt of such statement, of any unauthorized transactions referred to in such statement arising from whatever cause, including forgery, fraud, lack of authority or negligence of the Borrower or any other person. No claim to the contrary by the Borrower shall be admissible against the Bank after such 90-day period on any grounds whatsoever unless (i) the Bank has failed to exercise reasonable skill and care in respect of any unauthorized transactions; (ii) any unauthorized transactions arose from the forgery or fraud of any of the Bank's employees, agents or servants; or (iii) any unauthorized transactions arose from the wilful default or gross negligence of the Bank or any of its employees, agents or servants.

15. Retention of Money, Set-off and Lien

- 15.1 Without prejudice to any provision in any other agreement between the Bank and the Borrower or any other person, if the Borrower fails to pay any sum owing to the Bank when due, the Bank shall then be at liberty to retain all or any part of any money in any account of the Borrower (including interest accrued thereon) and any other property then held by the Bank on behalf of the Borrower for such time as it may think fit. In these circumstances, the Bank shall, for the avoidance of doubt, have a first and paramount lien over all securities, deeds, documents, chattels, and other property of the Borrower which are in the possession or control of the Bank, for custody or any other reason (including safe deposit boxes and their contents) and shall have the right to sell the same to satisfy any amount owing by the Borrower to the Bank.
- 15.2 Without prejudice to any provision in any other agreement between the Bank and the Borrower or any other person, the Bank may, at any time, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the then existing accounts opened in the name of the Borrower (whether subject to notice or not, whether matured or not, whether held singly or jointly and whether in Hong Kong or with any other branch of the Bank in any other jurisdiction). The Bank may set-off any sum standing to the credit of any one or more such accounts, whether in Hong Kong or with any other branch of the Bank in any other jurisdiction, against any liabilities of the Borrower in whatever capacity, whether such liabilities be present or future, actual or contingent, primary or collateral, or several or joint and whether owed solely by the Borrower or by the Borrower and any other person.
- 15.3 If such combination, consolidation or set-off requires the conversion of one currency into another, such conversion shall be made at the Bank's spot buying rate of exchange (as conclusively determined by the Bank, the details of which will be provided to the Borrower upon request) for the currency for which the Borrower is liable against the currency credited to the relevant account.
- 15.4 The Bank shall notify the Borrower as soon as practicable after exercising any of its rights under this Clause 15.
- 15.5 Where there is more than one Borrower, Clauses 15.1 and 15.2 will not, solely by reason of their provisions applying to all amounts payable by the Borrowers and any of them, render a Borrower, who is a private individual (excluding sole trader, partnership, company, club and society) ("A"), liable for any separate facility or accommodation granted at any time to the other Borrower(s) if the separate facility or accommodation is not known to or within A's contemplation at the time these General Terms and Conditions are entered into or agreed by A. The foregoing is without prejudice to any guarantee, indemnity or other security of any nature at any time provided by any one or more Borrowers.

16. Indemnities

- 16.1 **Without prejudice to any provision in any other agreement between the Bank and the Borrower or any other person, the Borrower shall indemnify and keep the Bank, its officers, employees and agents indemnified against all reasonable losses, damages, costs, fees (including legal fees), expenses, proceedings, claims and demands which they may suffer or incur as a result of :**
- (i) providing any Facility or banking services to the Borrower;**
 - (ii) the Bank giving or countersigning any guarantee or indemnity or opening any letter of credit, performance bond or other payment undertaking for the account of or on behalf of the Borrower;**
 - (iii) appointing any law or accountancy firm, debt collection agency or other person (01) to demand, collect or sue to recover any sum payable by the Borrower or any other person guaranteeing or providing security for any Liabilities or (02) otherwise to assist in enforcing any of the rights of the Bank under these General Terms and Conditions, any Facility Letter, any guarantee, security document or other document or agreement.**

- 16.2 Any amount received by the Bank in a currency other than the Account Currency (because of, or due to the enforcement of, an order in any jurisdiction, in the dissolution of the Borrower or otherwise) in respect of any sum due to it from the Borrower in respect of the Liabilities, shall constitute a discharge to the Bank only to the extent of the amount of Account Currency which the Bank is able, in accordance with its usual practice, to purchase with the amounts so received in that other currency on the date of that receipt (or, if it is not practicable to make the purchase on that date, on the first date on which it is practicable to do so). If the amount of Account Currency the Bank is able to purchase is less than the Account Currency amount due to the Bank, the Borrower shall on demand indemnify the Bank against any loss sustained by it as a result. In any event, the Borrower shall on demand indemnify the Bank against the cost of making any such purchase. In this Clause 16.2 "**Account Currency**" means the currency in which payment of any Liabilities is due.
- 16.3 The Borrower shall immediately on demand pay in full any sums due to any of the Bank, its officers, employees or agents under any of the indemnities in Clauses 16.1 and 16.2. The indemnities in this Clause 16 are separate and independent obligations from the other obligations of the Borrower to the Bank, shall give rise to separate and independent causes of action against it, shall apply irrespective of any indulgence granted by the Bank and shall continue in full force and effect despite any order, claim or proof for a liquidated amount in respect of any Liabilities.

17. Debit Authorization

- 17.1 Without prejudice to Clause 15.2, the Borrower agrees that the Bank is entitled at any time to debit to any account of the Borrower all or any sums which the Borrower is liable to pay to the Bank, whether under the Facility Letter, these General Terms and Conditions or otherwise, including sums advanced by the Bank to the Borrower and all interest, reasonable charges, commissions, fees, costs or expenses incurred by the Bank in relation to any Facility or banking services or which the Borrower has otherwise agreed to pay under the Facility Letter, these General Terms and Conditions or otherwise.
- 17.2 If any sum owing by the Borrower is incurred in a currency other than the currency of the relevant account of the Borrower, the Bank is entitled to debit to such account an equivalent amount in the currency of such account converted at the rate of exchange between the two currencies prevailing at the time of the debit and determined by the Bank in its absolute discretion.
- 17.3 **If the Borrower has established any specific direct debit or autopay authorizations with the Bank in relation to any Facility, it agrees to maintain sufficient funds at all times in all relevant accounts for the purposes of such authorizations, and shall indemnify the Bank on demand against all losses, damages, reasonable costs and expenses which the Bank may suffer or incur as a result of the Borrower's failure to maintain sufficient funds in the relevant accounts.**

18. Suspense Account

To enable the Bank to prove in the dissolution of any person in respect of any sum owing by the Borrower, the Bank may at any time place and keep for such time as it may think prudent any monies paid to the Bank in respect of the Borrower's obligations in a separate non-interest bearing suspense account without any intermediate obligation to apply the same or any part thereof in or towards the discharge of any sums owing by the Borrower to the Bank.

19. Debt Collection

- 19.1 If the Borrower experiences any difficulty in paying any Liabilities, it shall advise the Bank as soon as possible.
- 19.2 If the Borrower or any person guaranteeing or providing security on its behalf fails to pay any sum due to the Bank, the Bank may appoint any lawyer, accountant, debt collection agency or other agent or person to (01) demand, collect or sue to recover any sum payable by the Borrower or any such person or (02) assist in enforcing any rights of the Bank under these General Terms and Conditions, any Facility Letter, any guarantee, security document or any other document or agreement or (03) advise the Bank in relation to all matters in connection with any Facility or Liabilities.

20. Disclosure of Personal Data

- 20.1 The Borrower, if an individual or comprising of individuals, agrees that all personal data relating to the Borrower may be used for such purposes and disclosed to such persons as are specified in the Privacy Notice. A copy of such notice has been provided to the Borrower and the Borrower acknowledges receipt of such notice. Unless prohibited by law, the Bank may transfer personal data relating to the Borrower outside Hong Kong and conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) using the Borrower's personal data.
- 20.2 The Borrower agrees that the Bank is entitled to disclose and transfer from time to time all information about the Borrower's accounts and business with the Bank to all or any of the following persons, whether in or outside Hong Kong :-
- (i) any person when the Bank is compelled to make disclosure under the requirements of any law binding on it (whether in Hong Kong or elsewhere) or any Bank Group Member, including tax authorities, police authorities, the Hong Kong Monetary Authority, The Stock Exchange of Hong Kong Limited, the Securities and Futures Commission and any other legal, governmental or regulatory authorities, whether in Hong Kong or elsewhere;
 - (ii) any agent, contractor or third party service provider who provides administrative, data processing, telecommunications, computer, payment, debt collection or securities clearing or other services to the Bank in connection with the operation of its business;
 - (iii) any other branch of the Bank or any Bank Group Member;
 - (iv) any nominee, trustee, co-trustee, centralised securities depository, registrar, custodian, brokers or dealers or other persons who are involved in, and for the purposes of, the provision of banking services or products to customers or any auditor or legal advisor of the Bank;
 - (v) any financial institution with which the Borrower has, or proposes to have, dealings;
 - (vi) Joint Electronic Teller Services Limited ("**JETCO**"), Electronic Payment Service Co. (Hong Kong) Ltd., ("**EPSCO**"), the operator of any automatic teller machine ("**ATM**") or point of sale terminal within the JETCO and EPSCO network, other issuers of ATM cards within the JETCO Network and any other operators or service providers of any ATM or point of sale terminal located in the People's Republic of China;
 - (vii) credit reference agencies, debt collection agencies, consumer credit grantors, credit bureaux, financial institutions, accountants, legal advisors, governments (including all overseas governments and the government of the People's Republic of China) and departments thereof, and quasi governmental authorities, courts and tribunals (including those of overseas countries) of competent jurisdiction;
 - (viii) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the Borrower and any person providing security for any liabilities of the Borrower and any other company with which the Bank is to merge or which may be seeking to acquire all or any part of the Bank's business or shares; and
 - (ix) any surety, guarantor or any other person providing security for the Borrower's liabilities.

21. Borrower's Consent

The Borrower authorizes the Bank to disclose to all sureties and security providers all documents, correspondence and information held by the Bank relating to any Facility, including a Facility Letter and other documents evidencing any Liabilities, credit and debit advices, the latest statement of account from time to time provided to the Borrower by the Bank in relation to any Facility, any reminder or formal demand for overdue payment sent to the Borrower and any other financial information relating to the Borrower held by the Bank.

22. Further Assurance

The Borrower shall promptly or otherwise within such period as the Bank may specify following demand by the Bank and at its own expense make, execute, do and perform all such further assurances, instruments, documents, acts or things as the Bank may from time to time reasonably require for performing the Borrower's obligations under these General Terms and Conditions, the Facility Letter and any other agreement between the Bank and the Borrower or to enable the Bank to exercise any of its rights under any of the above documents.

23. Undertakings and Representations

- 23.1 The Borrower undertakes to deliver to the Bank such financial or other information concerning the Borrower's affairs and business as the Bank may from time to time reasonably require and further, to notify the Bank immediately of any significant changes in the extent, character or any other aspect of the Borrower's business or financial status.
- 23.2 The Borrower further undertakes that on request by the Bank, the Borrower shall permit the Bank's authorized officers to inspect the Borrower's books and records and make extracts and copies therefrom at the Borrower's expense.
- 23.3 The Bank, relying upon each of the representations and warranties in the Facility Letter and those under these General Terms and Conditions, agrees to make available to the Borrower the Facilities and subject to the terms thereof. The Borrower represents and further undertakes with Borrower that, from the date of the Facility Letter and so long as any moneys are owing under the Facility or any part of the Facility remains subsisting that:-
- (a) the Borrower has capacity, power and authority to execute, deliver and perform its obligations under the Facility Letter (including without limitation these General Terms and Conditions) and to borrow the Facility; all necessary corporate action has been taken to authorise the execution, delivery and performance of the same and no limitation on the powers of the Borrower to borrow or the powers exercisable by its directors in connection therewith will be exceeded as a result of its said borrowings;
 - (b) the Facility Letter (including without limitation these General Terms and Conditions) constitutes valid and legally binding obligations of the Borrower enforceable in accordance with its terms;
 - (c) the execution and delivery of, the performance of the Borrower's obligations under, and compliance with the provisions of the Facility Letter (including without limitation these General Terms and Conditions) by the Borrower do not and will not (i) contravene any existing applicable law, statute, rule or regulation or any judgment, decree or permit to which the Borrower is subject, (ii) conflict with, or result in any breach of any of the terms of, or constitute a default under, any agreement or other instrument to which the Borrower is a party or is subject, (iii) contravene or conflict with any provision of the Borrower's Articles of Association or (iv) result in the creation or imposition of or oblige the Borrower to create any encumbrance (other than any encumbrance permitted by the Bank) on any of the Borrower's assets;
 - (d) all necessary consents, authorisations, licences or approvals of, or registration with or declaration to, governmental or public bodies or authorities or courts required by the Borrower to authorise, or required by the Borrower in connection with, the execution, delivery, validity, enforceability or admissibility in evidence of the Facility Letter and / or the performance by the Borrower of its obligations under the Facility Letter (including without limitation these General Terms and Conditions) have been obtained or made and are in full force and effect and there has been no breach of the conditions or restrictions (if any) imposed in, or in connection with, any of the same;
 - (e) no litigation, arbitration or administrative proceeding is taking place, pending or, to the knowledge of the officers of the Borrower (after having made all reasonable enquiries), threatened against the Borrower which could have a material adverse effect in the Bank's view;

- (f) the Borrower will not create or permit or suffer to subsist or be created any encumbrance upon the whole or any part of its or their respective present or future assets, except (i) any encumbrance permitted by the Bank in writing or (ii) where the creation or subsistence of such encumbrance could not have a material adverse effect in the Bank's view;
- (g) the Borrower is not (nor, would with the giving of notice or lapse of time or the satisfaction of any other condition or any combination thereof, be) in breach of or in default under any agreement relating to any loan or facility to which it is a party or by which it may be bound, which would have a material adverse effect in accordance with the Bank's view, and no event of default (or potential event of default) has occurred and is continuing which has not been waived by the Bank or properly remedied;
- (h) the data, figures, material and information supplied by or on behalf of the Borrower to the Bank in connection with the Borrower and its affairs or with the negotiation and preparation of the Facility Letter are, as at the date on which such data, figures, material and information are supplied, true and accurate in all material respects and not misleading, do not omit material facts and all reasonable enquiries have been made to verify the facts and statements contained therein; there are no other facts the omission of which would make any fact or statement therein misleading as at such date;
- (i) the choice by the Borrower of Hong Kong law to govern this Agreement is valid and binding;
- (j) neither the Borrower nor any of its assets is entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceeding (which shall include, without limitation, suit, attachment prior to judgment, execution or other enforcement), and (where applicable) the Borrower agrees to waive all such immunity (if any);
- (k) as at the date of signing of the Facility Letter by the Borrower, no meeting has been convened for the winding-up, dissolution, insolvency, administration, reorganisation (relating to winding-up, dissolution, insolvency or liquidation), reconstruction (relating to winding-up, dissolution, insolvency or liquidation), liquidation or bankruptcy of or other analogous process in relation to the Borrower, and no such step is intended by it and no order has been made, no petition has been presented, no proceeding has been commenced, and no application or the like is outstanding for the winding-up, dissolution, insolvency, liquidation or bankruptcy of or other analogous process in relation to the Borrower;
- (l) the centre of main interests of the Borrower is and will at all times be in Hong Kong.

The representations, warranties and undertakings set out in the Facility Letter (including without limitation these General Terms and Conditions) are true and correct; and shall be deemed to be repeated by the Borrower daily until all moneys due or owing by the Borrower under the Facility Letter have been repaid or paid in full as if made with reference to the facts and circumstances existing on each such day.

24. Continuing Agreement, Waivers etc.

- 24.1 This is a continuing agreement and all the rights and remedies of the Bank under these General Terms and Conditions shall apply to all the Borrower's past, present, future and contingent obligations to the Bank and notwithstanding any intermediate payment or settlement of account.
- 24.2 Each of the rights and remedies given to the Bank under the Facility Letter, these General Terms and Conditions and any other agreement between the Bank and the Borrower shall be cumulative and in addition and without prejudice to any other rights and remedies from time to time given to, or held by, the Bank by virtue of any other security, statute or rule of law or equity.
- 24.3 Any forbearance or delay by the Bank in exercising any right or remedy shall not be deemed to be a waiver of such right or remedy, and any single or partial exercise of any right or remedy shall not preclude the further exercise thereof. No course of dealing between the Borrower nor any waiver in any one or more instances shall be deemed a waiver in any other instance.

25. Change in Constitution

- 25.1 The Facility Letter, these General Terms and Conditions and any other agreement between the Bank and the Borrower shall be enforceable notwithstanding any change in the Bank's constitution or the Bank's absorption of, or amalgamation or merger with, any other firm, company, or other corporate body or association, or the acquisition of all or any part of the Bank's undertaking, properties, assets, business or affairs by any other firm, company, or other corporate body or association.
- 25.2 The Facility Letter, these General Terms and Conditions and any other agreement between the Bank and the Borrower shall remain binding on and enforceable against the Borrower, the Borrower's legal representatives, successors and assigns notwithstanding any change in the status or composition or constitution of the Borrower or any surety or security provider, whether by change of name or style or any settlement of account whatsoever or, in the case of a company, by amalgamation or reconstruction or any change in constitution (whether in the form of Memorandum and Articles of Association or otherwise) or, in the case of a firm, sole proprietorship, partnership, the introduction, retirement, removal, death, bankruptcy or liquidation of partners (which may include the conversion of a sole proprietorship into a partnership or vice versa).

26. Severability

If any one or more provisions of the Facility Letter, these General Terms and Conditions and any other agreement between the Bank and the Borrower shall be declared or adjudged to be illegal, invalid or unenforceable in any jurisdiction, such provision(s) shall be ineffective only to the extent of such illegality, invalidity and/or unenforceability and shall not affect the validity of any other provisions or the validity of such other provisions in any other jurisdiction.

27. Variation

Without prejudice to any provision in the Facility Letter, these General Terms and Conditions or any other agreement between the Bank and the Borrower or any other person, the Bank may, in its absolute discretion, by notice to the Borrower, vary, amend or supplement any term or condition of the Facility Letter, these General Terms and Conditions and such other agreement. Such variation, amendment or supplement shall take effect upon the expiry of 60 days after such notice has been given (unless such change is not within the Bank's control).

28. Notice

- 28.1 Any notice, demand or other communication by the Bank shall be sufficiently and deemed duly served if left at or sent by prepaid letter to the Borrower's last known address or sent by facsimile to the Borrower's facsimile number last notified the Bank.
- 28.2 Every notice, demand or other communication so given shall be deemed to have been received (a) if delivered personally, at the time of delivery; (b) if sent by post, on the following day after posting; and (c) if by facsimile, at the time of transmission.
- 28.3 Any notice or other communication by the Borrower to the Bank shall not be effective until actually received by the Bank.
- 28.4 The Borrower shall promptly notify the Bank of any change in its address or facsimile number to which notices or other communications should be sent.
- 28.5 All instructions and correspondence relating to any business or transaction the Borrower has with the Bank are sent at the Borrower's own risk. The Bank does not assume any responsibility for any inaccuracy, interruption, error, delay or failure in transmission or delivery by post, telegraph, cable, telex, facsimile, electronic transmission or other means of communication of any such instructions or correspondence.

29. One or More Borrowers

If these General Terms and Conditions are signed by more than one person (whether a partnership or otherwise):

- (i) the expression "**Borrower**" shall include each such person (each a "**Joint Borrower**") and the liability of Joint Borrowers under these General Terms and Conditions and otherwise to pay any sums due under these General Terms and Conditions shall be joint and several;
- (ii) any demand for payment on any one or more of the Joint Borrowers shall be treated as a valid demand on all Joint Borrowers;
- (iii) the Bank may release or discharge any one or more of the Joint Borrowers from liability or compound with, accept compositions from, or make any other arrangement with, any of such persons without, in consequence, releasing or discharging or otherwise prejudicing or affecting its rights and remedies against any other Joint Borrower;
- (iv) these General Terms and Conditions and the liability of the other Joint Borrowers otherwise to pay any sums due under these General Terms and Conditions shall not be affected by the death, retirement, bankruptcy, incapacity or dissolution of any Joint Borrower;
- (v) the fact that any Joint Borrower is not bound by any provision (for whatever reason) or any provision is invalid or unenforceable against any Joint Borrower (for any reason) shall not discharge the other Joint Borrower who shall be and continue to be bound;
- (vi) until all sums payable by the Borrower have been paid in full to the Bank, no Joint Borrower will, without the prior written consent of the Bank, exercise or claim any rights available to it against any other Joint Borrower.

30. Partnership

If signed by a firm or partnership, the expression "**Borrower**" shall include, in addition to the signatories, the person or persons from time to time carrying on business in the name of such firm or partnership or under the name in which the business of such firm or partnership may from time to time be continued and the Facility Letter, these General Terms and Conditions and any other agreement between the Bank and the Borrower shall be binding on all such persons. In any event if any person is admitted to partnership with the Borrower, the Borrower shall procure that such new partner shall undertake to adopt and be bound by the terms of the Facility Letter, these General Terms and Conditions and any other agreement between the Bank and the Borrower as if he had originally been a party hereto or thereto and sign and execute any documents or agreements as the Bank may require for this purpose.

31. Assignment

- 31.1 The Borrower agrees that the Bank may assign or otherwise transfer all or any of its (i) rights and interests and/or (ii) obligations under the Facility Letter, these General Terms and Conditions and any other agreement between the Bank and the Borrower. The Borrower further agrees that in order to effect such assignment or transfer all that is required is for the Bank to deliver relevant documents to the assignee(s) or transferee(s) and no written notice to the Borrower or security provider will be required. The assignee(s) or transferee(s) shall thereupon become vested with all the rights and powers and subject to the same obligations in respect thereof which were formerly vested in the Bank and to which the Bank was subject, and the Bank shall be released and discharged from any liability or obligation in respect the relevant Facility Letter, these General Terms and Conditions and any other such agreement. The Borrower shall not be obliged to sign any consent or other agreement in relation to such assignment or transfer.
- 31.2 The Bank is entitled and/or authorised to disclose any information regarding the Borrower, the Facility Letter, these General Terms and Conditions and any other agreement with the Bank to (i) any transferee or proposed transferee of, or participant or proposed participant in, any of its rights and/or obligations in relation to the Borrower or (ii) if required by law or regulation, any relevant supervisory or regulatory authority or (iii) any other person with whom the Bank proposes to merge or to which the Bank proposes to dispose of all or any part of its business.

32. Governing Law

- 32.1 The Facility Letter, these General Terms and Conditions and any other agreement between the Bank and the Borrower shall be governed by and construed in all respects in accordance with the laws of Hong Kong.
- 32.2 The Borrower irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts, but it shall be open to the Bank to enforce this security in the courts of any other competent jurisdiction.
- 32.3 If the Borrower is not a resident in Hong Kong or a company incorporated in Hong Kong, the Borrower hereby appoints the person named in the Schedule (if any) as its agent to accept service of any legal process in Hong Kong in connection with the Facility Letter, these General Terms and Conditions and any other agreement between the Bank and the Borrower. The Borrower agrees that any such legal process shall be deemed duly and sufficiently served on the Borrower if delivered to the said agent at any address from time to time designated by such agent whether or not such agent gives notice thereof to the Borrower. The foregoing shall not limit the Bank's right to serve process in any manner permitted by law in any jurisdiction.

33. Conflict with Facility Letter

If there is any conflict between the terms of these General Terms and Conditions and the Facility Letter, then the terms of the Facility Letter shall prevail (except those terms of these General Terms and Conditions which indicate that such term will have an overriding effect over the relevant term of the Facility Letter such as Clause 3 of these General Terms and Conditions).

34. No Third Party Rights

Without prejudice to the rights of the Bank in general or under these General Terms and Conditions and/or the Facility Letter, a person who is not a party hereto will have no right under the Contracts (Rights of Third Parties) Ordinance (Laws of Hong Kong) to enforce any provision of these General Terms and Conditions and/or the Facility Letter or to enjoy any other benefit pursuant thereto (for the avoidance of doubt, no consent by, or notice to, such person for the rescission, variation or supplement regarding these General Terms and Conditions and/or the Facility Letter is required).

35. Chinese Translation

The Chinese version of these General Terms and Conditions is for reference purposes only. If there is any inconsistency between the English and Chinese versions of these General Terms and Conditions, the English version shall prevail for all purposes.

一般銀行授信的總章則及條款

1. 定義

1.1 在該等總章則及條款和授信函中，除文意另有所指外，下列詞句應有下列含義：

“**銀行集團成員**” 指銀行的最終控股公司、銀行的任何附屬公司及關聯公司或其最終控股公司的任何附屬公司及關聯公司以及所有聯營公司(指其股權由前述公司所持有的公司)；

“**營業日**” 指銀行在香港開門營業的日子(星期六、星期日及公眾假期除外)，如適用，亦指在相關授信貨幣所在國家的主要金融中心開門營業的日子；

“**逾期利率**” 指銀行就客戶任何負債到期應付時未付，或在被要求支付時未付，或提取超出任何授信額度的任何款項，所不時釐定應收取的利率；

“**授信**” 指銀行已向或將向借款人提供的全部銀行授信或信貸授信(或其任何部份)；對“**各授信**”、“**相關授信**”、“**任何授信**”及“**無授信**”的提述應指任何銀行授信或信貸授信(視乎文意所需)；

“**授信函**” 指銀行與借款人就授信訂立的授信函或貸款協議書(包括其所有附表及附件)，包括其不時經修改、變更、補充及/或取代的文本；“**授信函**”，視乎文意所需，指任何授信函或所有授信函；

“**總章則及條款**” 指經不時修改及生效的有關一般銀行授信的該等總章則及條款；

“**香港**” 指中華人民共和國香港特別行政區；

“**港元最優惠利率**” 指銀行不時指定的代表銀行最優惠港元貸款放款利率的年利率；

“**香港銀行同業拆息**” 就貸款的任何利息期而言，指適用於銀行以其絕對酌情權於相關利息期的首日上午 11 時或大約此時，參考路透社屏幕的某一版面(或銀行所指定的功能同等的)而釐定的該利息期的年度利率；

“**分期付款日**” 指逢貸款還款分期到期應付的任何日子；

“**負債**” 借款人不時對銀行所欠下(不論在授信函或其他文件項下)的所有債項總額；

“**貸款**” 視乎文意所需，指不時在授信項下提取的本金或所有不時提取(任何貨幣)的仍未償還本金款項總和；

“**私隱通知**” 指銀行不時修訂/補充並向其客戶及其他人士傳閱的銀行致客戶及其他人士有關個人資料(私隱)條例的通知；及

“**美元最優惠利率**” 指代表銀行不時指定的銀行的美元貸款最優惠利率的年利率。

1.2 如在該等總章則及條款和授信函中適用：

(i) 對任何性別的使用亦應包括其他性別；

(ii) 對英文單數的使用應包括眾數，反之亦然；

- (iii) 凡文意容許之處，詞語“**借款人**”亦應包括其法定代表人、承繼人、獲准許的受讓人及在借款人名下取得稱號的人士；詞語“**銀行**”應包括其承繼人、受讓人、其任何分行及在銀行名下取得稱號的人士；
- (iv) 一位人士“**解散**”亦包括該人士清盤、清算或破產，及依據該人士成立、定居或居住或從事業務或擁有資產的任何司法管轄區法律進行的任何相同或類似程序；
- (v) “**包括**”及任何相似詞語應被視作指“包括但不限於”；
- (vi) “**債項**”包括與付款有關的任何債項(作為主事人、擔保人或其他身份所承擔的，不論屬現時或未來、實際或者或有、有抵押或無抵押、共同或各別)；
- (vii) 詞語“**人士**”應指並包括公司、社團、法團、商號、合夥商行、合資企業、信託、國家、國家機構、或個人，如屬個人，則指他/她的遺囑執行人、遺產管理人、委員會、接管人或代表每一位前述人士合法行事的其他人士；
- (viii) 提述任何文件，包括提述經不時修改、變更、補充或修訂的該份文件；
- (ix) 對各條及附表的提述是對該等總章則及條款中的各條款及附表的提述；
- (x) 條款及其他標題只為方便參考而設，不得影響對該等總款及條件的解釋。

2. 授信

- 2.1 除非銀行另有協定或寬免，借款人必須依據授信函或其他文件，滿足所有先決條件及/或就相關授信或銀行服務，支付所規定的所有收費及費用，銀行方會提供授信或其他銀行服務。
- 2.2 所有授信的提供應符合借款人與銀行之間可協定的額度或按照銀行不時以其絕對酌情權所變更及更改的額度。借款人同意銀行有權在任何時間提高、減少或以其他方式變更適用於任何授信的額度。如果合理及切實可行，銀行可事先發出有關提高、減少或變更的通知。
- 2.3 如果授信為透支安排，即使在該授信項下的仍未償還款項尚未超過適用於該授信的額度，銀行可在任何時間以其絕對酌情權，無須事先通知且無須說明任何理由而拒絕向借款人提供該授信項下的放款或終止該授信。
- 2.4 即使任何授信函或銀行與借款人或任何其他人士之間訂立的任何其他協議有任何條文，銀行並無責任向借款人授予或繼續授予任何信貸或向借款人提供或繼續提供任何服務。
- 2.5 除非授信函另有協定，貸款構成及將構成借款人的優先、非從屬責任。

3. 即期授信

3.1 即使授信函或銀行與借款人或任何其他人士之間訂立的任何其他協議有任何條文，所有負債須受制於銀行在任何時間要求即期支付的凌駕性權利。在銀行提出任何該等要求時，所有負債應成為立即到期並須支付，而借款人應立即按照要求中所列明的規定向銀行支付所有負債或其中任何部份。

3.2 如果任何負債依據第 3.1 條變成到期並須支付，銀行應有權收取在合理行事及秉誠辦理情況下可不時決定或按照相關授信函規定收取提前還款費及行政費。該等收費詳情可在要求下予以提供。

4. 還款

4.1 即使授信函或銀行與借款人或任何其他人士之間訂立的任何其他協議的任何條文有相反規定並在第 4.2 條的規限下，銀行有權不時以其絕對酌情權，通過向借款人合理提前發出有關變更或修改的書面通知（如果如此行事合理切實可行），變更或修訂任何授信的支付方式，包括提高、減少或以其他方式變更任何分期付款期數及/或數額。

4.2 即使授信函或銀行與借款人之間訂立的任何其他協議的任何條文有相反規定，如果相關授信為原本協定為按固定分期數額還款，銀行可不時（包括當適用利率變動時）以其絕對酌情權變更或更改任何分期付款期數及/或數額，而該等變更或更改應在下一個分期付款日生效。銀行應在合理切實可行下，盡快通知借款人有關該等變更或更改。

5. 利息

5.1 在本第 5 條的其他條文的規限下，在任何授信項下所貸出的全部款項應按照適用授信函所訂明的利率及方式計收利息。

5.2 如果任何授信（不論循環或其他性質）的利息按照香港銀行同業拆息或任何其他銀行同業利率計算，借款人同意貸款利息應參照利息期計算並支付。各個利息期應為銀行所同意的任何期間（而借款人在相關利息期開始之前不少於一個營業日以書面通知銀行或按照銀行可能另有協定的利息期），並自貸款提取的那一個營業日起開始或自貸款緊接上一個利息期的最後一天起開始，但下列情況則除外：

- (i) 如果借款人未能選擇貸款的利息期，則貸款利息期應與該貸款上一個利息期相同或如果沒有，則利息期應為一個月或按照銀行可認為適當的其他期間；
- (ii) 如果任何利息期並不在營業日終止，則其期限應作調整從而在下一個營業日或按銀行以其絕對酌情權所確定的緊接上一個營業日終止；
- (iii) 如果貸款利息期於一個月的最後一個營業日開始或在該利息期預定終止之日在該日曆月中並無數字相應的日子，則該利息期應在較後月份的最後一個營業日終止；
- (iv) 如果授信可依多筆放款提取，在首筆貸款後的每筆貸款的首個利息期將於貸款提取的那一個營業日起開始並於授信當時本期利息期的最後一天終止；及
- (v) 任何利息期不得延長以致超越任何分期付款日或相關授信的到期日。

- 5.3 除非另有所指並在第 5.4 條的規限下，利息應按所逝去的天數及按日累算(如屬港元貸款，則一年按 365 天計算，或屬美元貸款，則一年按 360 天計算，或按照銀行可確定的市場通常慣例計算)。
- 5.4 就可以分期還款的任何授信而言，利息應按月計算或按照銀行以其絕對酌情權所確定的其他期間計算。
- 5.5 即使授信函或銀行與借款人或任何其他人士之間訂立的任何其他協議有任何條文及在本第 5 條的規限下，銀行可在任何時間，以其絕對酌情權，通過向借款人合理提前發出通知，變更或修訂(但該變更或修訂並非可由銀行控制的則除外)利率、支付方式或任何利息、費用、手續費或收費的計算基準。
- 5.6 在不損害第 5.5 條的一般性的前提下，如果適用於授信的利率有任何變動，利息計算應按照港元最優惠利率或美元最優惠利率或代表銀行不時對其他貨幣貸款的最優惠放款利率的任何其他利率，新利率應適用並且所述變動在下列時間應生效：
- (i) 如屬按揭分期授信，則下一個分期還款日；及
 - (ii) 如屬有期貸款授信或透支安排，在變動後立即。
- 5.7 如果授信為透支安排，利息應按每日借記結餘計算並按月在期末(按照銀行可能確定的日期)支付並從借款人在銀行的往來賬戶中扣取。如此扣取的利息應變為借款人應支付的一部份本金並相應計息。

6. 逾期利率

如果任何負債到期應付時或在要求支付時並未支付，或提取超出任何授信額度的任何款項，銀行應有權按逾期利率及按其以絕對酌情權可確定的方式對該等負債或款項收取逾期利率。該等利息應由借款人均在判決之前及之後支付，並且可按月或按照銀行以其絕對酌情權可確定的其他間隔以複利計算。

7. 手續費、收費及費用

- 7.1 借款人應在要求下即按照銀行合理確定的費率及以銀行以其絕對酌情權所確定的方式向銀行支付與任何授信或任何銀行服務相關的手續費、收費及費用。銀行應在借款人要求下迅捷地向其提供適用收費、費用及手續費詳情並通知借款人該事宜。
- 7.2 除非銀行另有協定或授信函有所規定，借款人應在要求下償付銀行就任何授信函、該等總章則及條款及就任何授信所訂立的任何擔保文件(包括在第 12 條項下規定須提供的任何文件)的談判、編製、提交及登記，或者授信函、該等總章則及條款或其他擔保的履行、完備或強制執行(或任何如此行事的嘗試)可能招致的所有合理費用及開支(包括法律費用及開支)，並且為此對銀行作出賠償。該等費用及開支應全部予以支付，即使借款人的相關授信申請並未獲接納或該授信或其申請其後因任何理由被取消、修訂或撤銷。
- 7.3 如果任何授信獲提前還款(不論全部或部份)，借款人應在要求下償付銀行因提前還款而合理招致的所有費用，並且為此對銀行作出賠償。該費用應包括銀行取消、終止及/或解開由銀行執行的任何安排以保證提供授信所招致或遭受的所有費用(包括中斷費用)、開支、債務及開支。

8. 提前還款

- 8.1 如果銀行准許提前償還任何貸款，可全部或部份提前償還貸款，但須符合銀行可能不時確定的最低提前還款數額，連同累算利息及在相關時間仍未償還的款項。除非銀行另有協定或授信函或銀行與借款人之間訂立的其他協議書另有規定，借款人必須提前至少一個月發出有關提前還款的通知，並且提前還款日必須逢分期付款日。
- 8.2 除非銀行另有協定，如果有期貸款、分期貸款或私人貸款提前還款，(i) 提前還款數額應運用於或使用於償還到期日逆序的任何周期分期(如果分期期數將予以減少)及(ii) 提前還款數額不會提供再借。
- 8.3 **借款人應在要求下支付銀行可不時合理確定的提前還款費及/或行政費。該等收費詳情在借款人要求下提供。**

9. 付款

- 9.1 借款人全部付款應按照銀行指示以立即可動用資金(無抵銷或反申索，不附帶、清除及沒有任何稅項、關稅或不論屬何種費用)於到期日下午 4 時之前向銀行支付。
- 9.2 借款人所支付的任何付款或於非營業日到期應付的任何付款應於同一日曆月中的下一個營業日到期，如無該日，則於緊接的上一個營業日到期。
- 9.3 如果法律或任何政府機構規定，借款人須從其就負債向銀行支付的任何付款中或就此，爲了任何稅項或其他款項的緣故，作出任何扣減或預扣，或如果法律或任何政府機構規定，銀行(或代表銀行的任何人士)須從其就負債所支付或應付或所收到或應收的任何款項(但因對其整體淨收入徵收的稅項則除外)中扣減或預扣就此作出付款或作出據此參照所計算的任何付款，則借款人就所需的相關扣減、預扣或付款而須支付的款項應予以提高，所提高程度應可確保在作出扣減、預扣或付款後，銀行於到期應付日收到並留住(不附帶有關任何扣減、預扣或付款的任何法律責任)一個淨款項，相當於銀行倘若在無需或並無作出扣減、預扣或付款下可收到或留住的款項。

10. 不可抗力

如果適用法律的任何變更會(i) 增加銀行維持授信或者維持或提供貸款的費用，(ii) 減少銀行就授信所收到或應收的任何款項，(iii) 使銀行有責任就其所收到或應收有關授信的任何款項數額作出付款，(iv) 促使銀行放棄其所收到或應收的任何利息或其他款項或(v) 使銀行不能夠獲得其整體資金的回報率(若非因需要提供授信就能夠取得)，則銀行可通知借款人，而借款人應在要求下對銀行就增加的費用、減收款項、付款或放棄的利益或其他款項作出賠償。

11. 保險及估值

- 11.1 如果銀行要求，借款人應按銀行不時的要求，自費保持(並按年續期)就銀行所針對的其有關資產及物業向獲銀行接納的保險公司所購買，以防銀行以合理行事及秉誠的態度所確定的損失、損害及其他種類的風險及可保價值的保險範圍。**如果借款人未能維持該保險，銀行可代表借款人完成購買該保險，費用由借款人支付，而借款人應在要求下支付如此招致的所有合理費用及開支。**

- 11.2 如果銀行要求，借款人應向銀行轉讓相關保險單的全部權利、業權及權益以擔保任何負債，並應促使銀行權益在證明該等保險的相關保險單及其他文件上妥為註明，並促使在該等保險單項下應付的全部款項亦妥為支付給銀行。借款人應在要求下提供與該等保險有關的全部原來保費收據、保單及其他文件。
- 11.3 借款人應以信託方式為銀行持有借款人在相關保單項下所收到的全部款項。
- 11.4 借款人不可撤銷地授權銀行就有關任何投保資產或財產的任何申索或事宜與任何承保人交涉，並授權銀行代表借款人接收任何承保人的款項及發出有效收據及清償證明。
- 11.5 除非銀行另有協定或寬免，如果任何資產或財產向銀行提供以擔保任何負債，借款人應在相關授信向其提供之前取得獲銀行接納的有關資產或財產的估值報告。當銀行合理及秉誠行事而認為適當的任何時間，銀行可要求借款人提供有關資產或財產的最新估值報告，費用由借款人支付。

12. 附屬抵押品的提供

借款人應在要求下按照銀行可能不時要求的形式、價值及條款向銀行提供額外附屬抵押品(不論附加於或替換任何現有附屬抵押品或其他)以擔保任何負債。為貫徹上述規定，借款人應承擔費用以進行(i) 簽署並向銀行交付有關附屬抵押品的協議及其他文件並取得銀行所要求與此有關的法律意見書(其形式及實質內容均須令銀行滿意)及(ii) 採取銀行所合理要求的所有步驟以完備銀行在附屬抵押品中的權益，包括向適當主管部門登記或取得該等協議及文件的登記。

13. 申請

即使授信函或銀行與借款人或任何其他人士之間訂立的任何其他協議有任何條文，銀行應有權以其絕對酌情權可確定的方式及順序劃撥或應用就負債向其所支付的所有或任何款項至負債的其他部份(不論本金、利息、收費、費用、手續費、開支或其他)。

14. 銀行結單

- 14.1 在第 14.2 條的規限下，銀行所發給有關借款人在任何時間欠下銀行的任何款項或借款人應付的利息、收費及其他費用的費率或數額的結單應(如有明顯錯誤則當別論)就所有目的而言為不可推翻的憑證，對借款人具約束力並且在法律所准許切實可行的限度內，對為負債提供擔保的任何人士具約束力。
- 14.2 借款人應有職責查核及核實銀行向其發給的賬戶結單中每一記項是否正確。借款人必須在切實可行情況下盡快以書面通知銀行，並且不論任何情況，在視作收到結單之日後 90 天內以書面通知銀行有關不論何種因由(包括假冒、欺詐、缺乏授權或者借款人或任何其他人士的疏忽)所引起結單中所提述的任何未獲授權的交易。借款人在上述 90 天期間後不論出於何種理由針對銀行的相反指稱不得獲接納，但下列情形則除外(i) 銀行未能就任何未獲授權交易運用合理技巧並且未能就此行事謹慎；(ii) 任何未獲授權交易因銀行員工、代理人或受僱人假冒或欺詐而發生；或(iii) 任何未獲授權交易因銀行、或其任何員工、代理人或受僱人故意行為不當或嚴重疏忽而發生。

15. 款項留存、抵銷及留置權

- 15.1 在不抵觸銀行與借款人或任何其他人士之間訂立的任何其他協議中的任何條文的前提下，如果借款人未能在到期時支付銀行所欠下的任何款項，銀行則應有自由按其可能認為適當的時間留存借款人任何賬戶中全部或任何部份的任何款項(包括由此所產生的利息)及由銀行代表借款人當時持有的任何其他財產。在該等情形下，銀行應(為免生疑問)對銀行出於保管或任何其他理由(包括保管存放箱及其內容物)所管有及控制借款人的所有抵押品、契據、文件、實產及其他財產具有首位及最重要的留置權，並且有權出售上述之物以清償借款人欠下銀行的任何款項。
- 15.2 在不抵觸銀行與借款人或任何其他人士之間訂立的任何其他協議中的任何條文的前提下，銀行可在任何時間(即使有賬戶的任何結算或不論屬何種事宜)合併或綜合以借款人名義開立的當時存在的所有或任何賬戶(不論是否須發出通知、不論是否到期、不論單獨或共同持有、不論是否在香港或在銀行於任何其他司法管轄區的任何其他分行)。銀行可將任何貸記於任何上述一個或以上賬戶(不論是否在香港或在銀行於任何其他司法管轄區的任何其他分行)中的任何款項與借款人(不論以何種身份)的任何負債(不論該等負債屬現時或未來、實際產生或者或有負債、主要或附屬、各別或共同、並且不論由借款人單獨欠下或者由借款人及任何其他人士欠下)。
- 15.3 如果上述合併、綜合或抵銷需要將一種貨幣折算為另一種貨幣，則折算應按照銀行有關借款人所負債的貨幣兌換貸記於相關賬戶貨幣的現貨外匯買入價(由銀行不可推翻地予以確定，有關詳情在借款人要求下予以提供)進行。
- 15.4 銀行應在切實可行情況下盡快在行使其在本第 15 條項下的任何權利後通知借款人。
- 15.5 如有超過一位借款人，第 15.1 和 15.2 條將不因為該等條款適用於所有借款人及其中任何一位借款人應付的所有款項，而導致一位個人借款人(不包括獨資經營者、合夥企業、公司、會社及社團)(“A”)對提供予其他一位或多位借款人的任何貸款或融通承擔責任，如 A 在簽署該等總章則及條款之時不知道或不預料到該等貸款或融通或 A 不同意該等貸款或融通。上述條文不影響任何一位或多位借款人於任何時間提供的任何性質的保證、彌償或其他抵押。

16. 賠償

- 16.1 在不抵觸銀行與借款人或任何其他人士之間訂立的任何其他協議中的任何條文的前提下，對於銀行、其管理人員、員工及代理人因下列情形而遭受或招致的所有合理損失、損害、費用、收費(包括法律收費)、開支、法律程序、申索及付款要求，借款人應作出賠償並使他們持續得到賠償：
- (i) 向借款人提供任何授信或銀行服務；
 - (ii) 銀行因或代表借款人提供或加簽任何擔保書或彌償擔保書或開立信用證、履約保證金或其他付款承諾；
 - (iii) 委任任何律師行或會計師行、收數公司或其他人士(01)要求、收取或起訴以追討借款人或為任何負債作擔保或提供抵押品的任何其他人士應付的任何款項或(02)以其他方式協助強制執行銀行在該等總章則及條款、任何授信函、任何擔保書、擔保文件或者其他文件或協議項下的任何權利。

16.2 銀行從借款人所收到有關負債的應付銀行的一種並非賬戶貨幣的任何款項(在借款人解散或其他情況下，因為或由於強制執行任何司法管轄區的命令)，應只在按照銀行通常慣例，其能夠在收到上述款項之日(或如果於該日進行購買不切實可行，則於可如此切實可行之首日)以如此收到的該貨幣的款項購買到賬戶貨幣的款項的限度內構成對銀行的清償。如果銀行能夠購買的賬戶貨幣的款項少於應付銀行的賬戶貨幣的款項，借款人應在要求下就銀行因此而遭受的任何損失作出賠償。不論在任何情況下，借款人應在要求下就進行任何上述購買的費用對銀行作出賠償。在本第 16.2 條中“**賬戶貨幣**”指任何負債到期付款的貨幣。

16.3 借款人應立即在要求下全數支付在第 16.1 條及第 16.2 條項下應付銀行、其管理人員、員工或代理人的任何到期款項。本第 16 條中的賠償應屬與借款人須對銀行應盡責任分開並獨立的責任，應產生針對借款人分開並獨立的訴訟因由，在不論銀行給予如何寬容下應均適用，並且即使有關於任何負債算定款項的任何命令、申索或證據，應均維持具有十足效力及作用。

17. 扣賬授權

17.1 在不抵觸第 15.2 條的前提下，借款人同意銀行在任何時間有權從借款人的任何賬戶中扣取借款人有責任支付銀行的任何款項(不論在授信函、該等總章則及條款或其他文件項下)，包括銀行向借款人貸出的款項及所有利息、合理費用、手續費、收費、銀行就任何授信或銀行服務所產生的費用及開支或者借款人另外同意支付在授信函、該等總章則及條款或其他文件項下的款項。

17.2 如果借款人欠下的任何款項貨幣並非借款人相關賬戶的貨幣，銀行有權按照其以絕對酌情權確定的在扣取時生效的兩種貨幣之間的兌換率，從上述賬戶中扣取經折算的該種賬戶貨幣的等值款項。

17.3 如果借款人已與銀行就任何授信確立任何明確的直接扣賬或自動付款授權，其同意就該等授權的目的而言，在所有相關賬戶中維持充分資金，並且對於因借款人未能在相關賬戶中維持充分資金而使銀行可能遭受或招致的所有費用、損害、合理費用及開支，在銀行提出要求下作出賠償。

18. 暫記賬戶

為使銀行能夠就任何人士在借款人欠下的任何款項方面的解散舉證，銀行可在任何時間按照其可能認為謹慎的期間，將支付給銀行的有關借款人債務的任何款項放置並保存於一個分開的不計息的暫記賬戶中，而無須負有責任立即將上述款項或其中任何一部份應用或用於清償借款人欠下銀行的任何款項。

19. 收數

19.1 如果借款人在支付任何負債方面遭遇任何困難，其應盡快通知銀行。

19.2 如果借款人或代表借款人擔保或提供抵押品的任何人士未能支付應付銀行的任何款項，銀行可委任任何律師、會計師、收數公司或其他代理人或人士(01) 要求、收取或起訴以追討借款人或任何該等人士應付的任何款項或(02) 協助強制執行銀行在該等總章則及條款、任何授信函、任何擔保書、擔保文件或任何其他文件或協議項下的任何權利或(03) 通知銀行與任何授信或負債相關的所有事宜。

20. 個人資料披露

- 20.1 借款人(如果為一位人或包括多位個人)同意有關借款人的所有個人資料可用於私隱通知中列明的目的並可向列明的人士披露。該通知副本已向借款人提供,而借款人確認已收到該通知。除非遭法律禁止,銀行可在香港以外地區移轉有關借款人的個人資料,並使用借款人的個人資料進行核對程序(按個人資料(私隱)條例所界定)。
- 20.2 借款人同意銀行有權不時向所有或任何下列人士(不論在香港內外)披露及移轉有關借款人在銀行開立的賬戶及往來業務的所有信息:
- (i) 銀行依照對其(不論於香港或其他地方)或任何銀行集團成員具約束力的法律的規定,包括稅務當局、警方當局、香港金融管理局、香港聯交所、證券及期貨事務監察委員會及任何其他法律、政府或監管當局(不論在香港或其他地方)的規定不得不作披露的任何人士;
 - (ii) 向銀行提供與其業務營運有關的行政、資料處理、電信、電腦、付款、收數或證券結算或其他服務的任何代理人、承包商或第三方服務供應商;
 - (iii) 銀行的任何其他分行或任何銀行集團成員;
 - (iv) 涉及並且旨在向銀行顧客或任何核數師或法律顧問提供銀行服務或產品的任何代名人、受託人、共同受託人、中央證券存管處、過戶處、托管人、經紀或交易商或其他人士;
 - (v) 借款人與之有交易或擬議有交易的任何財務機構;
 - (vi) 銀聯通寶有限公司(“銀通”)、易辦事(香港)有限公司(“易辦事”)、任何自動櫃員機(“ATM”)的營運商或在銀通及易辦事網絡中的銷售點終端、在銀通網絡內的其他ATM卡發卡公司以及位於中華人民共和國的任何ATM或銷售點終端機的任何其他營運商或服務供應商;
 - (vii) 信貸資料服務機構、收數公司、消費者信貸授予人、信貸局、財務機構、會計師、法律顧問、政府(包括所有海外政府及中華人民共和國政府)及其部門、及半官方政府機關、有司法管轄權的法院及審裁處(包括那些海外國家的);
 - (viii) 銀行的任何實際或擬議的受讓人或者銀行就借款人的權利的參與人或次參與人或承讓人以及就借款人的任何負債提供擔保的任何人士以及銀行將與之兼並的任何其他公司或可能尋求收購銀行全部或任何部份業務或股份的任何其他公司;及
 - (ix) 就借款人的負債提供擔保的任何保證人、擔保人、或任何其他人士。

21. 借款人的同意

借款人授權銀行向所有擔保人及擔保提供者披露銀行所持有的與任何授信有關的所有文件、通信及信息,包括證明任何負債的授信函及其他文件、貸記及借記通知、由銀行不時向借款人所提供有關任何授信的最近賬戶結單、寄予借款人的有關逾期

付款的任何催繳信或正式要求付款通知，以及銀行所持有的有關借款人的任何其他財務信息。

22. 進一步保證

借款人應在銀行提出要求後迅速或按照銀行可能指定的期間內自費製備、簽署有關履行借款人在總章則及條款、授信函及銀行與借款人之間訂立的任何其他協議項下的責任或使銀行能夠行使其在上述任何文件項下的任何權利，銀行可能不時合理所需的進一步保證書、文書、文件，並為此做出及完成有關行動或事情。

23. 承諾和陳述

23.1 借款人承諾向銀行交付銀行可能不時合理所需的有關借款人的事務及業務的財務或其他信息，並且承諾立即通知銀行有關借款人業務或財務狀況的規模、性質或其他方面所發生的任何重大變更。

23.2 借款人進一步承諾在銀行提出要求下，借款人應准許銀行獲授權管理人員查閱借款人的賬簿及記錄，並且從中摘錄及複製副本，費用由借款人支付。

23.3 銀行依賴授信函及總章則及條款中的每項陳述和保證，並按其條款同意向借款人提供授信。自授信函之日起，只要該貸款或其任何部分項下仍有欠款、或授信任何部分仍然存續，借款人陳述並進一步承諾：

(a) 借款人有能力、權力和授權執行、交付和履行其在授信函（包括但不限於總章則及條款）項下的責任並借用授信；已採取所有必要的公司行動以授權簽署、交付和履行該等文件，並且借款人的借款權力或其董事就此行使的權力不會因其上述借款而被超越；

(b) 授信函（包括但不限於總章則及條款）構成借款人有效且具有法律約束力的責任，並可按其條款被強制執行；

(c) 借款人執行和交付、履行借款人在授信函項下的責任，以及遵守授信函的規定（包括但不限於總章則及條款）不會亦將不會（i）違反任何現行適用的法律、法令、規令或規則或借款人須遵守的任何判決、頒令或許可，（ii）與任何借款人作為一方或受其約束的協議或其他文書的任何條款相抵觸、或導致違反其任何條款的、或構成違約，（iii）違反借款人公司章程的任何規定或與其相抵觸，或（iv）導致設立或強加於借款人資產任何產權負擔，或迫使借款人在其資產設立任何產權負擔（已獲銀行允許的任何產權負擔除外）；

(d) 與借款人的授權或所需關於（i）授信函的執行、交付、有效性、可執行性或證據上的可接納性，及 / 或（ii）借款人履行其在授信函項下責任（包括但不限於總章則及條款）的一切所須同意、授權、許可或批准、或向政府 / 公共機構或當局 / 法院登記或聲明已經獲得或作出，並有完全效力和效用且沒有違反就任何上述事項施加的或與之相關的條件或限制（如有）；

(e) 不存在任何正進行或未決的訴訟、仲裁或行政程序，或就借款人高級管理人員所知（並經所有合理查詢後），沒有威脅借款人的訴訟、仲裁或行政程序，而被銀行認為這些訴訟、仲裁或行政程序可能對借款人產生重大不利影響；

- (f) 借款人不會在其全部或任何部分的現有或未來資產上設置或允許或遭受存在或設置任何產權負擔，除非 (i) 銀行書面允許的任何產權負擔或 (ii) 銀行認為這種產權負擔的產生或存在不會產生重大不利影響；
- (g) 借款人沒有（也不會在發出通知或時間流逝或滿足任何其他條件或其任何組合後）違反或不履行其作為一方（或借款人可能受其約束）的與貸款或授信有關之任何協議，並從銀行的觀點將會對借款人產生重大不利影響，亦沒有發生正在持續且未被銀行豁免或已採取適當措施補救的違約事件（或潛在違約事件）；
- (h) 由借款人或借款人代表向銀行提供與借款人及其事務、或與授信函的商談和準備有關的數據、數字、材料和信息，在該等數據、數字、材料和信息所提供的之日在所有重大方面均為真實準確、不存在誤導性、並無遺漏重要事實，和已進行所有合理查詢以核實其中包含的事實和陳述；截至該日期，不存在任何會導致其中的任何事實或陳述具誤導的其他事實遺漏；
- (i) 借款人選擇適用本協議的香港法律是有效且具有約束力；
- (j) 借款人或其任何資產均沒有因主權或其他原因而可免受任何法律訴訟或程序（包括但不限於訴訟、判決、執行或其他執行之前的扣押）的豁免，並且（如適用）借款人同意放棄所有該等豁免權（如有）；
- (k) 截至借款人簽署授信函之日，並無召開有關清盤、解散、破產、接管、重組（與清盤、解散、無力償債或清算有關）、重組（與清算、解散、無力償債或清算）、清算或破產或與借款人有關的其他相類程序，並且借款人無意採取相類程序，也沒有任何命令被發出，沒有請願書被提出，也沒有任何訴訟程序已被開始，並且沒有任何與借款人有關的清盤、解散、無力償債、清算或破產或其他類似程序的申請或類似程序在進行；
- (l) 借款人的現在及將來主要利益中心均位於香港。

授信函中所載的陳述、保證和承諾（包括但不限於總章則及條款）是真實和正確；且被視為將由借款人每日重複該等陳述、保證和承諾，猶如就每天存在的事實和情況重複作出一樣，直至借款人根據授信函到期或欠下的所有款項均已償還或全額支付。

24. 持續有效協議、放棄等

- 24.1 此乃持續有效協議，銀行在該等總章則及條款項下的所有權利及補救方法應適用於借款人在過去、現在、未來對銀行應負的或者或有的責任，即使有任何立即付款或賬戶結清。
- 24.2 在授信函、該等總章則及條款以及銀行與借款人之間訂立的任何其他協議項下所給予銀行的各項權利及補救方法應為累積，及屬在憑藉任何其他擔保、法律或衡平法的法規或規則所不時給予銀行、或由銀行所持有的任何其他權利及補救方法之外的並且與之不相抵觸。
- 24.3 銀行在行使任何權利或補救方法方面的任何延期行使或延遲不應被視作對該等權利或補救方法的放棄，對任何權利或補救方法的任何單獨或部份行使不應妨礙對該等

權利或補救方法的進一步行使。涉及到借款人的交易過程或者在任何一次或以上情形下的任何放棄不應被視作在任何其他情形下的放棄。

25. 組織變更

- 25.1 授信函、該等總章則及條款及銀行與借款人之間訂立的任何其他協議應可強制執行，即使銀行組織發生任何變更或者銀行吸收任何其他商號、公司或其他法團機構或協會、或與之合併或兼併，或者任何其他商號、公司、或其他法團機構或協會收購銀行的全部或部份事業、財產、資產、業務或事務。
- 25.2 授信函、該等總章則及條款及銀行與借款人之間訂立的任何其他協議應持續對借款人、借款人的法定代表、承繼人及受讓人持續具約束力並可對其強制執行，即使借款人或任何擔保人或擔保提供人的狀況、組合或組織發生任何變更，不論屬名稱或稱號的變更或不不論屬何種賬戶所作的任何結清，或者如屬公司，合併或重組或組織上的任何變更(不論以組織章程大綱及章程細則或其他文件的方式)，或如屬商號、獨資商行、合夥商行，則出現合夥人加入、退休、免任、身故、破產或清算情況(可能包括將獨資商行轉變成合夥商行或反之亦然)。

26. 可分割性

如果授信函、該等總章則及條款及銀行與借款人之間訂立的任何其他協議的任何一條或以上條文在任何司法管轄區遭宣布或裁定為不合法、無效或不可強制執行，該等條文應只在該等不合法、無效及/或不可強制執行的限度內並無效力，並且不應影響任何其他條文的有效性或影響其他條文在任何其他司法管轄區的有效性。

27. 變更

在不損害授信函、該等總章則及條款或銀行與借款人或任何其他人士之間訂立的任何其他協議的任何條文的前提下，銀行可以其絕對酌情權，通過向借款人發出通知、變更、修改或補充授信函、該等總章則及條款及其他協議的任何條款或條件。該等變更、修改或補充應在該等通知發出後 60 天屆滿之時生效(但該等變更非在銀行控制範圍內的除外)。

28. 通知

- 28.1 如果銀行發出的任何通知、付款要求或其他通訊留交在最後所知的借款人地址或以郵資預付信函形式寄至上述地址或者以傳真方式發送至借款人最後一次通知銀行的借款人傳真號碼，則應被視作充分且妥為送達。
- 28.2 如此發出的每份通知、付款要求或其他通訊(a) 如屬親自交付，則應被視作於交付時已獲接收；(b) 如以郵件寄出，則應被視作於郵寄後第二日已獲接收；及(c) 如以傳真發送，則應被視作於傳輸之時獲接收。
- 28.3 借款人向銀行發出的任何通知或其他通訊應在銀行實際收到時方為有效。
- 28.4 借款人應迅速通知銀行有關通知或通訊應發往的其地址或傳真號碼的任何變更。
- 28.5 有關借款人與銀行進行的任何業務或交易的所有指示及通信的發出所涉風險由借款人自行承擔。對於任何該等指示或通信的傳輸或通過郵件、電報、海底電報、電

傳、傳真、電子傳輸或其他通訊手段所作的交付而發生的任何不準確性、中斷、錯誤、延遲或故障，銀行不承擔任何責任。

29. 一位或以上借款人

如果該等總章則及條款由一位以上人士(不論為合夥人或其他人)簽署：

- (i) 詞語“**借款人**”應包括各名人士(各自稱為“**共同借款人**”)，而共同借款人在該等總章則及條款或其他文件項下支付在該等總章則及條款項下的任何到期款項的法律責任應為共同及各別；
- (ii) 對任何一位或以上共同借款人提出的任何付款要求應被視作向所有共同借款人提出的有效付款要求；
- (iii) 在結果不會免除或解除或以其他方式損害或影響銀行針對任何其他共同借款人的權利及補救方法的前提下，銀行可免除或解除任何一位或以上共同借款人應負的法律責任，或者可與任何該等人士了結債務或接受任何該等人士的和解償還或與任何該等人士作出任何其他安排；
- (iv) 該等總章則及條款及其他共同借款人在該等總章則及條款項下須支付任何到期款項的法律責任不應受任何共同借款人身故、退休、破產、無能力履行職務或解散的影響。
- (v) 任何共同借款人不受任何條文約束(不論以何種理由)或任何條文無效或不可針對任何共同借款人強制執行(因任何原因)的事實不應使應受約束並應持續受約束的其他共同借款人得以解除責任。
- (vi) 在借款人應付的所有款項尚未全數向銀行支付之前，共同借款人不得未經銀行事先書面同意，行使或主張可供其使用以針對任何其他共同借款人的任何權利。

30. 合夥商行

如果由一間商號或合夥商行簽署，詞語“**借款人**”應包括(除簽字人外)以該商號或合夥商行名義或在該商號或合夥商行的業務可不時予以持續的名義下不時從事業務的一位或以上人士，而授信函、該等總章則及條款及銀行與借款人之間訂立的任何其他協議應對該等人士具約束力。不論在任何情況下，如果任何人士獲接納與借款人結成合夥人，借款人應促致該位新合夥人承諾採納授信函、該等總章則及條款及銀行與借款人之間訂立的任何其他協議的條款並受該等條款的約束，猶如他原本就是本函或該等文件的締約方，並且簽署及執行銀行為此目的可能所需的任何文件或協議。

31. 轉讓

- 31.1 借款人同意，銀行可轉讓或以其他方式讓予其全部或任何(i) 權利及權益及/或(ii) 其在授信函、該等總章則及條款以及銀行與借款人之間訂立的任何其他協議項下的責任。借款人進一步同意，為完成上述轉讓或讓予，銀行一切所需做的只是向受讓人或承讓人交付相關文件，而不需向借款人或擔保人發出書面通知。在交付之時受讓人或承讓人應獲賦予所有權利及權力，並受有關銀行先前獲賦予及所受規限的該

等權利及權力的相同責任的規限，而銀行應獲免除及解除在相關授信函、該等總章則及條款及任何其他協議方面的任何法律責任或責任。借款人應無責任簽署與該等轉讓或讓與有關的任何同意書或其他協議。

- 31.2 銀行有權及/或獲授權向(i) 有關與借款人相關的銀行任何權利及/或責任的任何承讓人或擬議承讓人，或者參與人或擬議參與人，或(ii) 如法律或規例、任何相關監督或監管機構所規定，或(iii) 銀行擬議與其兼並的任何其他人士或銀行擬議向其處置其全部或任何部份業務的任何其他人士，披露有關借款人、授信函、該等總章則及條款以及與銀行訂立的任何其他協議的信息。

32. 準據法律

- 32.1 授信函、該等總章則及條款以及銀行與借款人之間訂立的任何其他協議應受香港法律管轄，並應在各方面依據香港法律詮釋。
- 32.2 借款人不可撤銷地服從香港法院非專屬性的司法管轄，但應開放予銀行以便在任何其他有司法管轄權的法院強制執行本擔保。
- 32.3 如果借款人並非香港居民或於香港成立的公司，借款人特此委任在附表(如有)中提名的人士擔任其在香港接收有關授信函、該等總章則及條款以及銀行與借款人之間訂立的任何其他協議的任何法律程序文件送達的接收代理人。借款人同意，如果按該接收代理人不時指定的任何地址，該接收代理人獲交付該等法律程序文件，則應視作對借款人妥為且充分送達，不論該接收代理人有否就此向借款人發出通知。上述規定不應限制銀行在任何司法管轄區以法律所准許的任何方式送達法律程序文件的權利。

33. 與授信函相衝突

假如在該等總章則及條款的條款與授信函的條款之間有任何衝突，則以授信函的條款為準(但該等總章則及條款的條款指明該條款對授信函的相關條款有凌駕效力則除外，例如該等總章則及條款第3條)。

34. 無《合約(第三者權利)條例》

在不影響銀行一般性或在該等總章則及條款和/或授信函權益的原則下，授信函立約方以外的其他人士，並沒有《合約(第三者權利)條例》(香港法例)項下享有強制執行該等總章則及條款和/或授信函任何條款的權利或其他任何利益(為免疑問，該等總章則及條款和/或授信函的撤銷、更改或補充毋須徵求所述其他人士的同意或給予所述其他人士任何通知)。

35. 中文翻譯

本總章則及條款中文文本僅供參考之用。如果總章則及條款的英文文本與本中文文本有任何不一致之處，就一切目的而言，概以總章則及條款的英文文本為準，如有疑問，請尋求獨立專業意見。