

貸款之一般條款及細則

本條款及細則乃華僑永亨信用財務有限公司發給借入人之貸款通知書的附件，並為該通知書的整體部分。

1. 定義

除文意另有所指外，否則以下詞語應具本條款及細則所載的以下涵義：

「本公司」(Company)指華僑永亨信用財務有限公司，包括其位於任何地方的所有分行及辦事處，以及其繼任人及受讓人。

「貸款通知書」(facility letter)指載有本公司發給借入人的貸款條款及細則的貸款通知書(本條款及細則為其附件)，包括但不限於本公司不時就有關貸款發出的所有附件、附表、附錄、修訂及補充；然而，如文意許可，本文所述貸款通知書須包括本條款及細則。

「借入人」(Borrower)指獲本公司批出貸款的任何人士，如借入人多於一人，所有提述「借入人」時，應指所有有關人士或當中任何一人或多於一人。「營業日」(business day)指本公司的一般業務在香港特別行政區營業的日子(不包括星期六、星期日及公眾假期)。

「貸款」(Facilities)指貸款通知書所載的貸款(或其任何部分)及本公司不時提供的其他融通、借貸、放款等。

「人士」(person)包括個人、商號、法人團體、非法團體及機構。

「貸款與估值比率」(loan-to-value ratio)指借入人時所欠本公司的未清償總款額(即分子)與本公司不時評估及釐定的抵押品(只限由本公司不時接受的抵押品)總值(即分母)的比率，以本公司最終及絕對的決定為準，並對借入人及所有有關人士均具約束力。本公司保留修改此項定義及其計算的權利，毋須事先通知借入人或事先獲借入人同意並不作另行通知。

「稅項」(Tax)指任何性質之任何現在或未來稅項、徵費、稅費、費用、收費、扣減或預扣款項(包括但不限於對與抵押及本公司在貸款通知書、抵押文件或其他文件下收到或應收的任何款項、或本公司已支付或須予支付的任何支出相關的任何付款徵收的任何稅項，或與未能支付或延遲支付任何該等款項相關的任何應付罰款或利息)。

2. 付款

(a) 除非另行書面同意，否則借入人作出的所有付款，均須於到期日中午前以可即時動用資金付予本公司(如為人民幣(RMB)支付，須支付至本公司指定的人民幣戶口或本公司可能另行同意的其他戶口)。

(b) 借入人付予本公司的所有款項，均須不含(亦不附帶)任何抵銷、反申索、扣減、預扣稅或任何種類的條件(包括但不限於任何稅項扣減)。若借入人作出抵銷、預扣或扣減，借入人須付的款項須予增加，因而本公司實際收取的款額應為原應收到的金額，猶如並無作出有關抵銷、預扣或扣減一樣，包括但不限於現在或未來因以下任何一項而須作出的任何抵銷、預扣或扣減：

(i) 香港或任何其他司法管轄區的法律及法規(包括中國法律及法規)；

(ii) 與上文(i)項有關的條約、政府間協議、諒解備忘錄、政府及監管機構間的承諾及協議；

(iii) 與上文(i)或(ii)項有關，與外國政府(包括中國政府)或外國監管機構或外國稅務機關訂立的協議(不論是與借入人或任何其他方訂立)；或

(iv) 就上文(i)、(ii)或(iii)項由香港內外的法律、監管、政府、稅務或執法團體發出或採納的指示、指引、規則、詮釋或慣常做法。

(c) 用以於貸款通知書的貸款中明示「貸款限額」的貨幣須為戶口所用貨幣。借入人就任何到期應付金額繳付的款項，須以戶口所用貨幣支付，前提是就費用、支出或稅項作出的各項支付須以招致有關費用、支出或稅項的貨幣形式作出；而明示須以戶口所用貨幣以外的其他貨幣支付之任何款項，則須以該種其他貨幣支付。如本公司書面同意有關款項以不同的貨幣支付，則須按本公司全權及絕對酌情決定釐定的匯率兌換該不同的貨幣。若經兌換貨幣少於未清償債務，則借入人須承擔任何差額。

(d) 若任何經已付予本公司的款項，但因有關借入人的責任基於任何與破產或清盤有關的法例或其他原因而須付還，則本公司有權向借入人追討有關款項，猶如並未繳付有關款項一樣。

3. 利息

(a) 根據貸款而放貸或提取的所有款項，將會收取利息(在判決前後均適用，並可予以浮動)、手續費及/或其他收費，並按照貸款通知書載述的利率收費或本公司不時全權及絕對酌情決定釐定的其他利率收費計算。在借入人戶口借記利息後，有關利息隨即成為借入人所欠本金的一部分，並須承擔相應的利息。

(b) 本公司之「**最優惠貸款利率**」指本公司不時全權及絕對酌情決定公佈或應用的利率，或載述在貸款通知書作為其港元或其他貨幣的最優惠貸款利率或貸款最優惠利率；及「**香港銀行同業拆息**」指就任何特定貨幣而言，本公司不時行使合理酌情權而釐定的適用的利率(港元參考香港銀行公會公佈的相關利率並進位至小數點後兩位，或其他本公司行使合理酌情權釐定的利率)作為關於該特定貨幣的利率(包括但不限於若人民幣為相關貨幣，關於適用於人民幣的香港銀行同業拆息)；及「**倫敦銀行同業拆息**」指就任何特定貨幣而言，本公司不時全權及絕對酌情決定釐定適用的倫敦銀行同業拆息作為關於該特定貨幣的利率。在不局限前文所載的概括性的原則下，本公司有權選擇在什麼日子及什麼時間去釐定適用的香港銀行同業拆息或倫敦銀行同業拆息，而其決定及酌情決定權均為最終定論，並對借入人具約束力。倘適用的香港銀行同業拆息或倫敦銀行同業拆息低於零，則該利率將被視為零。

本公司的「**資金成本**」指，就任何貨幣而言，本公司不時及不可推翻地絕對酌情釐定的利率，以作為該貨幣的資金成本，其決定及酌情權對借入人而言屬不可推翻及具約束力。

(c) 除另有述明外，在有關利息期間內利息將按日累算，並按實際屆滿的日數計算。若貸款以港元、泰銖、新加坡元或英鎊表示，利息將參照365天為一年(適用於非潤年及潤年)計算；或如屬其他外幣，利息將參照360天為一年(適用於非潤年及潤年)計算。

- (d) 儘管本文或貸款通知書載有任何規定，適用於貸款或任何融通的利率，可由本公司於任何時間及毋須提前通知借款人而修訂或增加至本公司全權及絕對酌情決定認為適當的水平(包括但不限於增加至本公司資金成本加上利潤的水平)，而經修訂利率將於本公司發給借款人的通知所載的日期起生效，並對借款人具約束力(有關通知可於生效日期之前或之後發出)。
- (e) 若利率有所變更，本公司可全權及絕對酌情決定變更分期的金額或期數或兩者，並將於其後通知借款人。在借款人繳付本公司的費用(如有此需要)，將會應要求向借款人提供經修訂之分期付款時間表。

3A. 增加費用

借款人須應本公司要求於三個營業日內支付由本公司因下列事宜而招致的任何增加費用之款項：(i) 引入或變更任何法律或規例（或任何法律或規例的詮釋、執法、或施行），或(ii) 遵行貸款通知書日期后制定的任何法律或規例。本第3A條中「法律或規例」一詞包括涉及資本充足水平、審慎限額、流動資金、儲備資產或稅項的任何法律或規例。本第3A條中「增加費用」一詞意指(i) 貸款回報率的減少或華僑永亨銀行有限公司（「本行」）（或其聯屬公司）資本總量的減少（包括因資本回報率的任何減少而引起者，而有關減少是因本公司必須分配更多資本所致），(ii) 額外費用或增加費用，或(iii) 任何根據貸款通知書到期應付的款項之減少，而本公司或其任何聯屬公司招致或蒙受有關減少須為本公司對於其於貸款通知書下的任何責任所承諾、籌資或履行而引起。

4. 還款

- (a) 除非本公司另行書面同意，否則如屬月供分期償還的貸款，首次分期須於貸款提取後一個月到期償還；如屬兩週供款分期償還的貸款，首次分期須於貸款提取後兩週到期償還。
- (b) 除非貸款通知書規定貸款的本金以分期償還，否則貸款的本金須於貸款通知書列出的最後到期日全數償還。
- (c) 若借款人償還貸款或貸款費用遇上任何困難，借款人須盡早通知本公司。
- (d) 若作出任何還款之日屬非營業日，則有關還款須於下一個營業日作出，如還款之日是某曆月的最後一日當天並非營業日，則須於上一個營業日付款。

5. 所得收益的應用

本公司可應用出售、處置或處理借款人抵押的所得淨收益，按本公司決定的優先次序用於付清借款人所欠本公司的債務。

6. 欠繳利息、超出核准限額之利息及收費

- (a) 時間應為借款人作出任何付款的要素。
- (b) 若借款人未有繳付任何到期款項或運用貸款超出貸款通知書所示的(或本公司其後修訂的)最高限額，則借款人須應要求由欠繳日或運用貸款日至清償款項日內(包括首尾兩日)繳付本公司不時全權及絕對酌情決定(其決定應為定論，並對借款人具約束力)的未清償款項或超額款項的欠繳利息或超額利息(在判決前後均適用)，按本公司全權及絕對酌情決定(其決定應為定論，並對借款人具約束力)的利率計算，有關利息可按本公司決定的相隔期間以複利計算，亦須按本公司全權及絕對酌情決定要求的基準及方式付款。
- (c) 欠繳利息須就貸款或有關的到期未付之任何款項(包括但不限於未付收費、支出或費用及任何其他須付款項)按日計算，並按有關貨幣的最優惠貸款利率加貸款通知書所載的利率，或本公司可全權及絕對酌情決定釐定的其他利率計算。
- (d) 除欠繳利息外，每次借款人於任何付款的到期日未有作出有關付款，本公司保留按本公司不時釐定的金額向借款人收取手續費或費用的權利。

7. 可供使用性及變更

- (a) 借款人確認，將按本公司全權及絕對酌情決定提供貸款，並在各方面均未作出任何承諾。本公司可絕對酌情決定拒絕貸款項下的任何提取。
- (b) 借款人確認，本公司可於任何時間不時全權及絕對酌情決定中止、撤銷、終止、覆核、修改、削減、增加、取消、補充或以其他方式變更貸款或貸款通知書的任何條款及細則，毋須提前通知亦毋須向任何人士承擔責任，而借款人須同意受其約束。
- (c) 本公司仍根據借款人向本公司披露的資料及現行的政治、經濟、稅務、財政及不動產業市場狀況批予借款人本貸款服務。本公司保留在任何時候取消本貸款服務之權利及/或要求借款人於收到本公司之通知後立即償還貸款連同利息及其他款項並對借款人無需負上任何責任如：-
- (i) 借款人的財政狀況或業務或相關狀況發生改變而本公司認為可能會有不利影響借款人履行或遵守貸款通知書及/或法定押記內的任何責任的能力；或
- (ii) 本公司基於下述原因認為可能導致按揭物業的市場價格或價值受到嚴重損耗或其他情況在法定押記之價值或其效能可能會有不利影響：-
- (1) 發生任何財政、政治、經濟、法律、稅務或不動產業市場狀況的改變；或
- (2) 發生任何天災、災難或緊急事故；或
- (iii) 已變成違法、非法或其他情況使借款人或本公司不可能履行或遵守各自於貸款通知書及/或法定押記內的任何責任。

8. 未結算資金的提取

在本公司准許借款人提取尚待收取或轉自任何賬戶的資金時，若本公司在應收到有關款項之時並未收到全數資金，或若本公司接受轉賬後未能按照其通常銀行慣例收取或自由處理有關款項，則借款人須應要求將按此提取的款項(連同因而產生的所有利息、費用及支出)全數償付本公司。

9. 額外抵押或補償差額要求

- (a) 借款人於任何時間均須符合（及促使任何抵押提供者符合）貸款通知書所載（如有）或本公司不時釐定的貸款與估值比率。若於任何時間並未達到本公司要求的任何貸款與估值比率，則借款人須立即提供附加抵押及/或支付一定數額的現金以減低貸款的未清償結餘，直至本公司滿意為止，藉以在本公司不時所定的時限內符合有關要求。

在不損害貸款通知書所載本公司其他權利的情況下，及儘管先前的句子，若在任何時間並未符合本公司要求之貸款與估值比率，本公司無論如何均有權及獲授權不時毋須預先通知借款人或任何抵押提供者（如適用），於本公司認為適當下行使、變賣、收取、出售或以其他方式處置押予本公司之全部或任何部分抵押品，而毋須為借款人或任何抵押提供者的任何損失承擔責任，並可應用所得淨收益（即扣除與其相關連的所有支出、手續費、佣金）用於清償借款人所欠本公司的債務，其先後次序由本公司絕對酌情決定。

- (b) 借款人須於任何時間及不時簽訂、簽署及交付予本公司任何格式及內容均獲本公司滿意的文件，或作出本公司要求的作為，不論獲取額外抵押或讓貸款通知書或以其他方式擬定構成的抵押得以完成。
- (c) 除疏忽或故意失責外，本公司概不就其對任何抵押行使任何權利而產生的任何損失或損害或以本公司為受益人的抵押的價值貶值而承擔責任。

10. 按揭物業

若因貸款而將物業抵押予本公司，則以下條文應屬適用：

- (a) 按揭予本公司之物業的業權，須經本公司指定的律師核准。
- (b) 借款人須按本公司接受的金額，向本公司核准名單內的保險公司為有關物業(如有)投保足夠的保險保障火災及延展的危險(及租金收入損失(如適用))(或本公司不時要求的其他風險)。列明本公司作為承按人之權益有關的原保單連同保費收據，須於簽訂有關法定押記或其他抵押文件時或之前或於貸款提取前(視乎情況而定)交予本公司持有；否則，本公司將以借款人的費用代表借款人按本公司認為合適的條款及細則為有關物業投保，而有關保費將由借款人繳付。
- (c) 假使按揭物業的價值(本公司不可推翻地不時決定)已下跌至本公司酌情決定認為不安全的水平批予及/或繼續批予借款人之貸款，借款人須不時按要求的立即提供予本公司認為相稱的類別及金額的附加保證物。
- (d) 借款人承諾有關物業由註冊業主自住，並不會租予任何其他人士，除非獲得本公司事前書面同意，則作別論。本公司保留權利於發出出租同意時，本公司可全權及絕對酌情決定重新釐定有關貸款的利率，而有關重新釐定利率須即時生效，除非本公司另行同意，則作別論。本公司因發出有關同意而產生的一切費用及支出(包括按完全彌償基準計算的本公司法律費用)，須由借款人承擔及繳付。
- (e) 本公司可全權及絕對酌情決定要求在提取貸款前以借款人的費用對有關物業作出調查報告，借款人亦須繳付本公司所定金額的手續費。一切有關費用及收費須由借款人應要求即時繳付。若有關調查顯示有任何結構性問題或本公司認為可導致向任何物業(或所在的建築物/地段)的業主發出修葺令的情況，則本公司保留於任何時間撤銷貸款之權利。為免存疑，除非本公司另行同意，否則借款人須為前文所述的一切付款承擔責任，即使基於任何理由最終並未向借款人提供貸款或借款人未能運用貸款亦然。

11. 火險

- (a) 本公司要求借款人(於發出入住許可證「入伙紙」或合格證明書「滿意紙」後，以較早者為準)向保險公司為有關物業投購保險。保障範圍需包括火災(包括附加額外特定風險)、地震(火警、震動及洪水)、山泥傾瀉與地陷、爆炸、颱風、暴風及洪水。
- (b) 借款人可採用以有關物業屋苑的主保單(master policy)形式投保的火險，是項選擇不需額外收費。
- (c) 除選用本公司認可的保險公司，借款人亦可選擇其他保險公司，但有可能須額外收費。就本公司認可的保險公司名單詳情請與本公司職員聯絡。
- (d) 在任何時候，借款人有責任確保物業擁有符合本公司要求的火險保單，否則本公司有權重檢借款人的按揭貸款條款。

投保金額選擇

- (e) 借款人有權選擇按原貸款金額、現時貸款結欠餘額金額、樓宇重建成本、或其他經由本公司同意及接受之金額投購保險。
- (f) 如投保金額是按樓宇重建成本計算，借款人須每年支付由獨立物業估價公司提供之估價報告(「估價報告」)所引致之費用，以供本公司確認樓宇之重建成本。
- (g) 如投保金額是按原貸款金額、現時貸款結欠餘額金額或其他投保金額，借款人須在投保開始時及期間不時檢視有關投保金額，以使其投保金額足以覆蓋樓宇之重建成本，防止保額不足之情況出現。如投保金額並非按樓宇重建成本計算，借款人須全面承擔基於保險賠償金額不足以支付物業重建成本而出現之差額。
- (h) 如借款人選擇其他投保金額(須經由本公司接受)，本公司可要求借款人提供估價報告以確認樓宇之重建成本，供本公司考慮是否接受該投保金額，而借款人須承擔估價報告所引致之費用(如有)。

12. 律師樓

- (a) 無論本公司是否向借款人提供按揭服務，借款人必須就準備物業按揭支付本公司法律費用，包括處理物業按揭及其他文件以及擁有權調查。
- (b) 借款人可選用同一位本公司認可之律師同時代表借款人及本公司。
- (c) 借款人有權選用另一位本公司認可之律師代表借款人，唯有可能須額外收費。
- (d) 借款人有權選用非本公司認可之律師
 - (i) 代表借款人及；
 - (ii) 如得到本公司批准同時代表借款人及本公司，唯有可能須額外收費。該律師可能收取的額外收費，包括：就處理情況(i)時該律師樓重檢另一律師行的文件所須的額外費用。
- (e) 借款人或需要選用另一法律代表或選用一位本公司認可之律師代表本公司，唯有可能須額外收費。

13. 彌償

- (a) 借款人須應要求就本公司因針對借款人、抵押提供者及/或任何第三方(i)擬備、磋商及維持貸款、抵押、貸款通知書，所有有關抵押文件及所有其他文件(如有)及(ii)履行、完善、強制執行或保存貸款、抵押、貸款通知書，所有有關抵押文件及所有其他文件(如有)規定的本公司權利而(不論實際或或然)合理地蒙受、產生或承受的所有訴訟、起訴、法律程序、申索、要求、損失、損害、利息、費用、支出、收費、付費及/或任何性質的責任(包括但不限於所有合理法律費用及支出)而向本公司作出及維持作出完全彌償，除因本公司或其任何僱員、代理人或受僱人的偽冒、欺詐、違責而產生的任何未經許可交易則例外。

- (b) 若借款人以一種貨幣所欠或須付給本公司的任何金額，基於任何理由(不論是否根據判決或命令，借款人清盤或破產，第三方給予的退款，或因出售本公司所持有抵押所致，不論以行使抵押或其他形式亦然)以致本公司須以另一種貨幣收取，則借款人就有關金額而須向本公司承擔義務，只能依據本公司按其通常慣例運用上述另一種貨幣所能購得(全部或部分)上述第一種貨幣多少而予以解除。若以上述第一種貨幣如此購得的金額(已扣除任何匯兌及其他相關費用)少於前述借款人所欠或須付的金額，則借款人須就有關不敷之數向本公司作出彌償。此項彌償屬借款人的義務，並獨立及附加於借款人的其他義務。
- (c) 借款人放棄其在任何司法管轄區可能擁有可以明示的應支付貨幣以外的貨幣或貨幣單位支付貸款通知書項下的任何款項之任何權利。
- (d) 借款人須應要求就本公司因下列事宜而招致或將招致的任何費用、損失、責任、利息、罰款、收費或支出(包括法律支出)而彌償本公司：
 - (i) 借款人未能於款項到期日或以相關貨幣支付任何款項；
 - (ii) 借款人提供或核準的任何資料在任何方面具有或被指稱具有誤導性及/或欺騙性；
 - (iii) 對任何借款人或根據貸款通知書擬定或融資的交易的任何查詢、調查、傳召(或類似命令)或訴訟；或
 - (iv) 就借款人於貸款內要求的貸款(或其任何部分)籌資或維持貸款、或安排籌資或維持貸款、或取消籌資或維持貸款；或
 - (v) 在非有關預付或追討款項的利息支付日的日期，由借款人在貸款通知書的任何條文或在本公司追討(不論是否由於借款人拖欠付款)下支付的預付款或任何其他付款(不論自願或非自願)。
- (e) 在不損害第 2(b)條的原則下，倘本公司被要求支付任何稅項或由於稅項而支付任何款項，或就與在貸款通知書下收到或應收的任何款項作出任何付款(包括被視為本公司因稅項目的而會收到或應收的任何款項，不論是否實際收到或應收)，或倘就任何該等付款，本公司被宣稱、施加、徵收或評定須承擔任何責任，借款人須在本公司作出付款要求後三個營業日內從速彌償本公司因該等付款或責任而蒙受的損失或責任，連同與之相關而應付或招致的任何利息、罰款、成本及支出，惟第 13(e)條並不適用於：
 - (i) 本公司註冊成立所在的司法管轄區對本公司實際收到或應收淨收入施加或參考該淨收入計算的任何稅項(惟為免生疑問，不包括被視為本公司為稅項目的而會收到或應收但實際並非應收的任何款項)；或
 - (ii) 本公司所在司法管轄區對本公司實際收到或應收淨收入施加或參考該淨收入計算的任何稅項(惟為免生疑問，不包括被視為本公司為稅項目的而會收到或應收但實際並非應收的任何款項)。

14. 承諾/財務契諾

借款人向本公司承諾借款人將會(如適用)：

- (a) 確保已妥為取得及完成所有同意、許可、批准、登記註冊及遞交存檔文件(適用與貸款相關或有關貸款可能提供的擔保或抵押)，並於貸款還未清繳的整段期間內具有全部效力。
- (b) 即時將以下各項提交本公司：
 - (i) 如適用，在可盡早提供時，提供借款人及所有企業抵押提供者(如適用)經審核(及(如適用)綜合)的財務報表核證副本一份，但在任何情況下均須於每個財政年度結束後6個月內，及於本公司要求的其他任何時間；
 - (ii) 倘借款人被要求遵守任何財務契約，在提交財務報表時須同時提交經本公司批准的授權人士核證確認遵守所有該等財務契約的合規證明書；
 - (iii) 合理地從速提交據借款人所知、威脅或已對其展開的或現有的任何訴訟、仲裁或行政程序的詳情；
 - (iv) 在發現發生該等事件或情況時，提交指明任何違約或導致違反貸款通知書的任何條文的事件或情況(及已採取補救該事件或情況的措施(如有))的書面通知；及
 - (v) 本公司不時要求的其他資料。
- (c) 如有以下情況，立即通知本公司：
 - (i) 如適用，借款人的董事或實益股東有任何變動(借款人如屬上市公司例外)或對其組織章程大綱及章程細則或同等章程文件作出修訂；
 - (ii) 如適用，借款人現有業務的一般性質有任何重大轉變；
 - (iii) 任何因素可限制、損害或延誤借款人或抵押提供者(如有)履行其為訂約方的任何貸款及抵押文件所載的責任；或
 - (iv) 於貸款還未清繳的整段期間，未有繼續獲取與批出相關貸款及/或提供抵押(包括但不限於擔保)有關的同意、許可、批准、登記註冊及存檔文件(如適用)。

15. 披露及分享資料

提供及延續貸款將視乎借款人同意以下各項，並於借款人接受貸款通知書的條款或任何提升信貸限額或續期、重組或重新安排的現有融通時當作發出有關同意：

- (a) 向任何信貸資料服務機構或同類服務供應商披露、使用或保存借款人應本公司要求提供與借款人有關的任何資料，或借款人與本公司之間的任何交易過程中，本公司基於核證有關資料或讓本公司向其他機構提供有關資料而收集的資料：
 - (i) 因而本公司可在考慮是否批出、覆核或延續給予借款人的信貸或借款人提議擔任或作為擔保人的其他人士的過程中進行信貸及其他現況審查；
 - (ii) 協助本公司追收債項；及/或
 - (iii) 對借款人的任何債務進行合理監察。
- (b) 就向借款人提供的任何貸款或信貸，而向任何擔保人或抵押提供者或第三方以其他方式保證的任何貸款所載借款人債務或各人或本公司的律師提供如下：
 - (i) 證明所需擔保或保證責任的合約或其概要的副本；
 - (ii) 在發出慣常提醒通知後，借款人未有清償逾期款項時發給借款人的正式逾期繳款償債書的副本；
 - (iii) 不時提供借款人的最新賬戶結單副本，不論擔保人、抵押提供者或所述第三方有否提出要求亦然；及
 - (iv) 與貸款及/或批予借款人的任何其他融通項下本公司不時認為合適的債務或其他債務及其債務金額有關而本公司不時認為合適的所有資料及文件。
- (c) 若本公司基於執行本公司的職能、本公司及本公司任何分行、附屬公司、控股公司、聯營公司或聯屬公司或以股權、管理或以其他方式直接或間接與本公司關連的其他實體，或以本公司或任何上述實體(包括其各自繼任人及受讓人)的利益或其他法例或規例的要求而絕對酌情決定必須或適宜作出有關披露，則可向上述實體披露借款人、借款人資產負債狀況、賬目及交易有關的任何資料或數據。

終止貸款並不影響或終止借款人關於披露本公司於終止時所管有資料的同意。若借款人提交本公司的借款人資料有任何變更，借款人承諾立即書面通知本公司。

16. 個人資料(如適用)

- (a) 除本公司及本公司任何分行、附屬公司、控股公司、聯營公司或聯屬公司或以股權、管理或以其他方式直接或間接與本公司關連的其他實體的經營及業務要求外，借款人同意(或促使其相關職員同意)，借款人(或其相關職員)的個人資料亦可被收集及用於設計及營銷相關產品及服務，進行信貸評估，核對程序或數據處理，任何服務供應商代表本公司向借款人提供任何服務，律師及追收公司強制執行貸款規定的任何權利及電腦公司或其他人士處理客戶資料，亦會按法例或規例的規定披露有關個人資料。基於上文所述目的，有關個人資料亦會向本公司的員工或本公司的任何分行、附屬公司、控股公司、聯營公司或聯屬公司或以股權、管理或以其他方式直接或間接與本公司關連的其他實體，及服務供應商或與本公司之金融服務相關的其他人士，及其他金融機構及銀行及信貸資料服務機構及其他外間人士提供，不論在香港境內外進行。此外，借款人確認已收到「關於個人資料(私隱)條例的客戶及其他個人人士通知」，並同意其條款及細則。
- (b) 終止貸款並不影響或終止借款人(或其相關職員)關於披露或使用本公司於終止時所管有之借款人個人資料的同意。若提交本公司的借款人(或其相關職員)個人資料或其他資料有任何變更，借款人承諾立即書面通知本公司。

17. 支出及收費

- (a) 不論借款人有否提取或運用貸款，所有安排貸款、簽訂所有抵押文件及其他所需文件、保存及強制執行與本公司相關的權利所產生的所有付費、收費、費用及支出(包括但不限於本公司產生的法律費用、追收費用、印花稅(如有)及其他暫墊費用)，均由借款人按完全彌償基準承擔，並成為貸款通知書所載債務的一部分，將由借款人應要求償還予本公司。
- (b) 本公司有權不時全權及絕對酌情決定訂明、更改及/或增加與貸款有關的任何付費、收費、手續費、費用、支出及須付的其他款項，不論有否通知借款人亦然。有關付費及收費對借款人具最終及絕對約束力，亦成為貸款通知書所載債務的一部分。

18. 授權從戶口支取

本公司獲授權及有權於任何時間不時由借款人任何戶口(不論貸款通知書是否已述明任何戶口亦然)支取借款人因貸款而到期須付的任何月供分期、貸款的還款款項、保險費、利息、付費、收費、手續費、費用、支出及其他款項，毋須提前通知借款人。有關款項應視為借款人從有關戶口妥為提取或透支。

19. 抵銷及留置權

- (a) 此外，在不損害任何其他抵押或根據法例、衡平法、貸款通知或借款人與本公司或任何其他銀行集團公司(銀行集團公司包括華僑永亨銀行有限公司的任何直接或間接控股公司、華僑永亨銀行有限公司或任何上述控股公司的任何直接或間接附屬公司、或其任何關連公司(即股權由任何上述公司持有的公司)，並包括每家公司的繼承人和受讓人。「附屬公司」及「控股公司」指《公司條例》(第 622 章)賦予的相同涵義。)(「銀行集團公司」)訂立的貸款通知書及任何其他協議規定，本公司或任何銀行集團公司有權享有的任何一般留置權、抵銷權利或同類權利的情況下，本公司或任何銀行集團公司對其現時或此後本公司或任何銀行集團公司管有(不論作穩妥保管或其他用途)的所有借款人財產享有留置權，而本公司或任何銀行集團公司亦有權並特此獲授權(但並無責任)在盡法律許可的範圍內及毋須通知借款人或任何其他人士的情況下，可針對或基於借款人所欠本公司或任何銀行集團公司的債務或負債(不論實在、未來或或然的)而留存、抵銷、取用及應用：
- (i) 借款人或任何人士在本公司或任何銀行集團公司或與本公司或任何銀行集團公司有關連或聯營的其他公司與借款人可享有實益權之(而借款人實益擁有)戶口的信貸結餘(不論需否發出通知，亦不論是否期滿，亦不論是何種貨幣)；及
- (ii) 本公司或任何銀行集團公司欠付或所欠借款人的任何其他款項，不論其屬何種貨幣；及
- (iii) 本公司或任何銀行集團公司以其名義代表借款人在香港或其他地方的任何其他金融機構所開立戶口的信貸結餘。

用以償還或清償借款人須向本公司履行或償付的責任及債務(不論實際的、未來的或是或有的)。

在此第19條中，若根據透支融通可於該戶口提取款項，則該賬戶將視作有信貸結餘(即使該戶口已被透支，但透支金額須少於透支融通可用的最高限額)，而有關信貸結餘款項將相等於透支融通仍可用的透支金額。此外，只要任何借款人的債務屬或有或未來性質，本公司或任何銀行集團公司將借款人任何戶口貸項所記任何款項付給借款人的責任(如有需要履行有關責任)須予暫停履行，直至發生有關或有未來事件為止。

- (b) 如屬聯名戶口，本公司或任何銀行集團公司可行使此第19條規定的權利，並應用有關聯名戶口的任何信貸結餘，用於清償有關聯名戶口其中一名或多於一名持有人所欠本公司或任何銀行集團公司的任何債務。
- (c) 本公司或任何銀行集團公司獲授權進行本公司或任何銀行集團公司認為所需的貨幣換算，藉以行使任何抵銷權利，有關換算的費用，須由借人承擔，並屬於此第19條所定本公司或任何銀行集團公司抵銷權利的一部分。
- (d) 本公司或任何銀行集團公司亦有權出售基於保管或任何理由而本公司或任何銀行集團公司得以管有或控制的借款人財產，不論是否在銀行業務過程中作為抵押，構成本公司或任何銀行集團公司的留置權，清償借款人所欠本公司或任何銀行集團公司的任何債務。
- (e) 借款人同意及確認，本公司或任何銀行集團公司根據此第19條的規定有權留存、抵銷、取用及應用的借款人所欠本公司或任何銀行集團公司的債務及債項，將包括(i)任何喪失時效的債務及債項(不論是否因時效條例的條文所致)及(ii)基於任何理由不可強制執行的任何其他債務及債項。
- (f) 無論借款人當其時是否仍是本公司或任何銀行集團公司之客戶，本條款及細則持續有效。

20. 追收債項

本公司有權僱用外間追收公司及/或機構追收借款人所欠未付的任何及所有款項，對於有關安排，借款人同意本公司可基於所述目的而披露所需資料，而借款人有責任應要求將本公司僱用有關外間追收公司或其指定代理人之合理產生的一切合理費用及支出款項，以及本公司因追收債項而合理產生的一切法律費用及代墊付費用(如有)付予本公司，並因而向本公司作出彌償。

21. 關連人士交易

每項貸款均按以下基準批出：借款人保證：(a) 每項有關貸款，就本行而言，並非：(i) 超出《銀行業(風險承擔限度)規則》(第155S章)第8部，及由香港金融管理局所發出的監管政策手冊(CR-G-9)《對關連人士的風險承擔》，所訂明的法定限度的融通；或(ii) 《公司條例》(第622章)第11部第2分部所禁止的貸款、類似貸款及信貸交易；(b) 借款人，或其任何董事、合夥人、經理或代理人，或其任何擔保人，就任何上述規則、上述條例或監管政策手冊而言，並非以任何方式與本行(或其控股公司或其任何附屬公司及聯屬公司)的任何董事、行政總裁、高級管理人員、主要職員、從事貸款審批的僱員、控權人或小股東控權人、或本行的有關連實體有關、關連或聯繫；及(c) 無論如何，借款人並不是銀行的由上述規則所規定的關連一方，及並不是銀行的由上述條例所規定的有關連實體。如在批出任何有關貸款後，前述任何保證不再準確或將成為失實，則借款人承諾將會立即通知本行。

22. 本公司之限制法律責任

- (a) 在法律許可的範圍內，本公司毋須就借款人或任何其他人士因以下各項而蒙受的任何損失或損害而承擔責任：
- (i) 撤銷或中止借款人的任何交易，或未有進行或執行借款人的任何指令或指示，不論直接或間接，因本公司控制範圍以外的任何情況或事件所致亦然；及/或
 - (ii) 本公司的電訊及電腦系統或其他設備的機械、電子或其他故障、失靈、失準或不足夠，或有關系統或設備的安裝或運作；借款人的任何指示或指令有任何傳輸不完整或錯誤，或任何有關指令或指示有任何錯誤執行(本公司獲授權人員的疏忽或故意不當行為所致者例外)，或借款人因而產生或蒙受的任何延誤、損失(包括利潤損失或任何經濟損失)、支出或損害或其他；及/或
 - (iii) 任何第三方(包括但不限於服務供應商或設備供應商)導致的延誤、中斷或暫停，因而干擾、影響或中斷本公司執行本文的規定。
- (b) 本公司或其代理人毋須就其各自作出或不作出的行動而向借款人承擔任何責任，除非因其各自疏忽或故意不當行為所致者，則作別論。

23. 借款人責任及組成及合夥變動

- (a) 若借款人多於一人，借款人須向本公司承擔的責任，應屬共同及各別責任，而貸款通知書的每項條文應按此詮釋。貸款通知書對借款人的繼承人、遺產代理人及繼任人(及獲准受讓人)均具約束力。
- (b) 借款人承諾或提供的抵押、協議及責任，將繼續有效並具約束力，即使(i)借款人或本公司的組成有任何變動，不論以重組、併購、綜合、重構、收購或其他方式進行亦然；及(ii)不時償還全部或部分放貸款項。
- (c) 若借款人屬於商號(不論合夥或獨資經營)，貸款通知書對現時、當時或此後任何時間以所述商號名義經營業務或承繼所述商號的所有人士均具共同及各別約束力，即使其成員或組成有任何變動亦然。若基於任何原因解散合夥，將不會影響借款人作為合夥人的責任，直至本公司收到借款人發出並表明此意的通知為止，但任何有關通知對借款人於本公司收到有關通知之前所作出的任何交易的責任不會造成影響。

24. 本公司發出的證明

本公司人員發出關於根據本文或任何融通的規定借款人到期須付金額的任何證明，如無明顯錯誤，應對借款人具約束力，並為不可推翻的證據。

25. 轉讓

借款人不得轉讓或轉移貸款通知書所載借款人的任何或所有權利或責任或將貸款通知書所載借款人的任何或所有權利或責任進行約務更替，而本公司則可於任何時間轉移或轉讓貸款通知書所載本公司的全部或部分權利及/或將貸款通知書所載本公司的全部或部分責任進行約務更替，或更改本公司的貸款辦事處。本公司可以保密為基礎向潛在承讓人或因貸款通知書而與本公司訂立合約關係的人士披露有關借款人的資料、其財務狀況、業務及資產，按本公司認為適當，不論有關資料是否根據貸款通知書或其他方式提供亦然。

26. 可否分割

若於任何時間貸款通知書的一項或多於一項條款或任何部分被宣佈任何範圍屬違法、無效或不可強制執行，則有關條款或其任何部分須予以分割，而盡法律許可的範圍內，其餘部分將繼續有效及可強制執行。

27. 棄權

- (a) 若未有或延遲行使任何權利、權力或酌情權，並不因此當作放棄有關權利、權力或酌情權，而本公司單項或局部行使任何權利、權力或酌情權，將不禁止本公司進一步行使有關權利、權力或酌情權或行使任何其他權利、權力或酌情權。
- (b) 若於任何司法管轄區，借款人或其資產有關的控訴、執行、扣押(不論在判決之前或其他情況下協助執行)或其他法律訴訟或程序中，借款人有權為其本人或其資產獲得免訴權，則於有關司法管轄區的法例所准許的範圍內，借款人不可撤銷地同意不會申索及不可撤銷地放棄借款人本人或其資產現時擁有或此後取得或歸屬於借款人或其資產的免訴權，並就任何有關法律訴訟或程序而言，借款人概括地同意有關訴訟或程序而提供任何濟助或發出任何法律程序文件，包括但不限於對任何財產作出強制執行或執行基於有關訴訟或程序而作出或提供的任何命令或判決。

28. 通知

- (a) 本公司就貸款或任何其他融通而發給借款人的任何通知、要求或通信，可以口頭或書面方式作出；若以書面方式作出，並送交本公司紀錄所示的借款人最後為人所知地址或傳真號碼或電郵地址或其他電子地址，將於投寄(如以郵遞方式送出)之後一天或發送(如以傳真或電子傳輸)之時視為借款人收到通知處理。
- (b) 借款人基於貸款而發給本公司的通知、要求或通訊，須以書面方式作出，並於本公司實際收到有關通知、要求或通訊後，方屬有效。

29. 關於中國法律及法規的聲明

在不損害第 30 條規定的情況下，若於任何方面與中華人民共和國(不包括香港、澳門特別行政區及台灣)(「中國」)法律及法規的規定有關，借款人進一步就有關貸款作出以下聲明、確認、同意及承認：

- (a) 除專供作為借款人說明並屬批出貸款原擬的用途外，借款人不得使用借貸所得款項或貸款的任何部分作任何用途。於任何時間，使用借貸所得款項及其任何部分(包括但不限於資金流)，在各方面均須符合中國所有適用法律及法規的規定。若需獲得中國有關當局有任何批准(及/或其續期)及/或辦理任何註冊登記，借款人須按照有關適用法律及法規獲得有關批准或續期及/或辦妥有關註冊登記，方可使用或繼續使用貸款或其任何部分。
- (b) 任何匯往中國的借貸所得款項或其任何部分的一切匯款，須遵照中國有關規則及規定進行，如適用，須獲得中國有關當局批准。尤其是，除非借款人遵守上述句子至本公司滿意的程度，否則借款人不准或不得直接或間接使用借貸所得的款項或任何部分的款項作為在中國進行貸款、直接投資或抵押投資等用途。
- (c) 貸款的相關交易全屬真確交易，並完全遵照中國有關法律及法規的規定進行。
- (d) 貸款項下的所有抵押文件(包括各項擔保、承諾、信用狀等，視乎情況而定)根據中國適用法律及法規的規定在各方面均須具法律約束力，並可對有關抵押提供者強制執行，如須獲得中國有關當局的批准或註冊登記，須按照有關適用法律及法規獲得有關批准或辦妥有關註冊登記，方可使用或繼續使用貸款或其任何部分。
- (e) 借款人須立即向本公司提交本公司不時要求的所有有關文件證明，藉以證明借款人遵從或遵守此第29條的規定至本公司滿意為止，而借款人提交證明的責任，在全額清還貸款項下所有未清償款項之後仍屬有效。

- (f) 此第29條規定的聲明及借款人提供的任何資料，在各方面均屬真實、準確及完整，而借款人確認本公司依據或將會依據此第29條規定的聲明及所述資料批出或繼續批出貸款予借款人。借款人作出的任何陳述(不論書面或口頭陳述)不得違反此第29條規定的聲明，如有違反，借款人將會完全及絕對撤銷有關陳述，猶如從無作出有關陳述一樣。借款人放棄如非有此第29(f)條的規定借款人將可能享有的一切權利及補償(如有)，但此第29(f)條的任何規定，並不局限或豁除任何法律上不准局限或豁除的責任。
- (g) 若於作出此第29條規定的聲明後任何時間，借貸所得款項(或其任何部分)的用途有所變更或此第29條規定的聲明在任何方面成為虛假、失實、不準確、不正確或有誤導成分，借款人須立即書面通知本公司。若此第29條規定的任何聲明於任何時間被視作虛假、失實、不準確、不正確或有誤導成分，或借款人不論蓄意或疏忽地不遵從或遵守此第29條規定的聲明，則本公司有權(如其認為適當)對借款人提出任何適當法律訴訟及/或執行貸款通知書及抵押文件規定的本公司權利。
- (h) 此第29條規定的聲明，將會參照貸款的每個提取日期及每個利息期首天(如適用，視乎情況而定)的有關事實及情況而予以重覆作出。
- (i) 此第29條規定的聲明均由借款人作出，並不損害本公司就貸款及其抵押而享有的任何權利、權益、利益及享有權。此第29條規定的聲明，並不構成本公司放棄根據貸款或其抵押或任何有關文件所享有的任何權利、權益、利益、享有權及任何項目。
- (j) 借款人須就本公司可能因借款人所作出此第29條規定的任何聲明實屬虛假、失實、不準確、不正確或有誤導成分所產生或蒙受的各類債務、索償、要求、損失、損害、費用及支出(按完全彌償基準計算)及一切直接或間接對本公司提出的訴訟或法律程序而向本公司作出彌償。此項彌償規定將會繼續具有充分效力及作用，即使全額清還貸款項下所欠及須付予本公司的所有款項亦然。

30. 陳述、保證及承諾

借款人特此按以下條款向借款人作出保證、陳述及承諾：

- (a) 若借款人或其任何擔保提供者(如有)為法團，則其各自均為根據其註冊成立所在司法管轄區及其主要營業地點所在司法管轄區的法律正式註冊成立並組建及有效存續的公司。
- (b) 除非借款人預先明確通知本公司，否則借款人與本公司訂立的任何協議或交易，或借款人向本公司發出的指示，均由借款人以主事人身份訂立或發出，並非代表任何其他人士或以受託人或代名人身份訂立或發出，對於存放或轉移給本公司的所有款項、證券或其他資產(不論作借貸、出售、穩妥保管或任何其他用途)，借款人擁有無產權負擔及絕對實益所有權，而有關款項、證券或其他資產均已全數繳足及不含任何押記、留置權、信託、抵押或其他不利權益或申索及不受其規限。
- (c) 借款人就貸款通知書及/或基於本公司向借款人提供的服務或融資而發出的任何其他或指示而提供的資料，於提供之時均屬真實、準確及完整，有關資料如有任何重大轉變，借款人須即時通知本公司。在貸款存續期間，借款人的財務狀況並無任何重大不利轉變，有關財務狀況如有任何轉變，借款人須即時通知本公司。
- (d) 借款人有權及有能力訂立及簽訂貸款通知書所擬的任何協議及交易，而任何有關協議及每項所述交易均構成對借款人有效及具法律約束力的協議，並可按其條款對借款人強制執行。
- (e) 除目前存在且先前已向本公司披露的按揭、押記、質押、留置權或任何其他產權負擔外，未得本公司事先書面同意，借款人不得對借款人的承諾及資產(不論為何及位於何處，亦不論現在或未來)全部或任何部分設立任何按揭、押記、質押、留置權或任何其他產權負擔，或致使任何按揭、押記、質押、留置權或任何其他產權負擔存在。
- (f) 借款人在貸款通知書下的責任為(且借款人須確保及促致其在貸款通知書下的責任在所有時間均為)借款人的直接、一般性及無條件責任，並至少與借款人現在及未來所有其他無抵押及非後償債務及責任享有同等權益，在法律上而非合約上強制優先的責任除外。
- (g) 若借款人為法團，除非經本公司事先書面同意，否則其不得訂立任何併購、分拆、兼併、重組、綜合、重構、收購或其他安排。
- (h) 借款人(不論是藉單一交易或多次相關或不相關交易，亦不論是同時或在一段時間期間)：
 - (i) 不會出售、轉讓、出租、借出或以其他方式處置借款人資產全部或其資產的任何部分，倘就其資產而言，該等資產與在本(h)分條下須納入的所有其他處置累計屬重大，或處置有關資產(倘如此累計時)會對借款人造成重大不利影響時；或
 - (ii) 不會以處置、收購或以其他方式使其業務的範圍或性質有重大改變；或
 - (iii) 不會收購任何公司、業務、資產，除非有關處置或收購乃在通常業務過程中按公平基準進行，並已獲本公司事先書面同意。
- (i) 就貸款通知書而言，香港法律被選擇作為貸款通知書的管限法律及在香港獲得的任何判決將獲承認，並在借款人的註冊成立所在司法管轄區(如借款人為法團)或借款人的國籍國強制執行(如借款人為個人)。
- (j) 借款人履行本文及貸款通知書所載的借款人義務及/或運用任何貸款，或使用根據貸款通知書提取所得款項一定不會：(i)違反對借用人具管轄權的任何適用法例、法規、條例、規則或任何判決、判令或准許，或(ii)抵觸或導致違反適用於借用人或對借用人具約束力的任何協議、文書、專營權、特許權、特許、准許、責任、義務或職責的條款，或構成任何有關的違約。
- (k) 概無針對借用人、其相關企業或任何擔保人或借款人的任何資產的訴訟、仲裁或其他程序或申索待決或威脅進行，因而可對借用人各業務、資產或財政狀況或履行其在貸款通知書或抵押文件下的責任的能力有重大不利影響。
- (l) 借款人須促致在貸款通知書之日起借款人的業務之性質或範圍無重大改變。
- (m) 借款人(或任何抵押提供者)就稅務目的而言並非美國居民，且借款人(或任何抵押提供者)在貸款通知書下之付款就美國聯邦所得稅目的而言概非源自美國境內。
- (n) 借款人或任何抵押提供者，或其各自任何董事、高級人員或僱員，概非下述者或由屬於下述身分人士擁有或控制者：
 - (i) 美國政府、聯合國、歐洲聯盟、英國、香港或任何其他司法管轄區，或前者任何一方的各自的政府機構及代理機構(包括但不限於美國財政部海外資產控制辦公室、美國國務院、聯合國安全理事會、歐洲聯盟、英國財政部及香港金融管理局)施行、制訂或強制執行的任何經濟制裁法律、法規、禁運或限制性措施的對象；或
 - (ii) 位於為上文(i)所提述制裁、禁運或限制對象的國家或地區或其政府為該等制裁、禁運或限制對象的國家或地區、在該等國家或地區的法律下註冊成立，或由該等國家或地區或政府擁有或(直接或間接)控制，或代表該等國家或地區或政府行事、在該等國家或地區的法律下組建或居於該等國家或地區。

借款人不得亦不得許可或授權任何其他人士違反適用經濟制裁法律、法規、禁運或限制性措施，直接或間接使用或借出貸款通知書或貸款通知書預期進行的其他交易下提取的款項的全部或任何部分，或以該等款項付款、供款或以其他方式提供有關款項。

- (o) 有關陳述、保證及承諾均視作由借款人參照貸款或其任何部分仍屬有效期間存在的事實而作出。只要借款人仍為本公司的借款人，此第30條的各項陳述、保證及承諾仍屬真實、準確及具約束力，但如本公司與借款人之間的關係終止，絕不會損害本公司在終止之前已產生的權利。

31. 不合法

- (a) 若借款人或其任何擔保提供者（如有）為法團，則其各自均為根據其註冊成立所在司法管轄區及其主要營業地點所在司法管轄區的法律正式註冊成立並組建及有效存續的公司。
- (b) 若本公司以合理方式確定，如履行貸款通知書的本公司任何義務，根據任何政府機構的現行或未來適用法例、規則、規例、判決、命令、指令、判令或指引（不論在香港境內或境外）將屬於或成為違法，或不遵行任何有關法例、規則、規例、判決、命令、指令、判令或指引，則在不損任何本公司在法律、貸款通知書或其他規定本公司要求借款人立即償還貸款的全部或部分未清償金額的權利的原則下，本公司可藉發出通知而立即暫停或不履行或取消貸款及/或貸款通知書所載的本公司部份或全部義務或履行本公司的其他義務。本公司一概不就任何人士基於本公司如前述暫停、不履行或取消而蒙受或招致的任何損失、損害、費用或支出（不論直接、間接或相應性質，包括但不限於利潤或利息損失）而承擔任何責任。
- (c) 借款人不得指示本公司根據貸款通知書作出違反或牽涉本公司或任何人士違反任何政府機構的法例、規則、規例、判決、命令、指令、判令或指引（不論有否法律效力亦然）的事情。

31A. 第三方權利

在此並不擬向任何第三方授予任何執行本文內任何條文的權利，亦不擬根據《合約（第三者權利）條例》及其後任何修訂條例向任何第三方授予本文項下的任何利益，並明確排除相關法例之應用。

32. 管轄法律

貸款通知書及此貸款之一般條款及細則受香港法律管轄及詮釋。

32A. 放棄豁免權

在借款人在任何司法管轄區有權申索其或其資產擁有訴訟、強制執行、扣押（不論是否強制執行之輔助、在判決之前或其他）或其他法律程序的豁免權之範圍內，以及在任何該等司法管轄區可能賦予其或其資產該類豁免權（不論有否申索）的範圍內，借款人在該等司法管轄區法律許可的最大範圍內不可撤銷地同意其不會申索亦不可撤銷地放棄該類豁免權。

32B. 法律程序文件代理委任

倘借款人並非通常居於香港，或並非根據香港法律註冊成立的公司，或並非根據《公司條例》（香港法律，經不時修訂或增補）進行註冊的非香港公司，在不損害任何其他送達方式的原則下，借款人須在本公司要求下不可撤銷地委任一名法律程序文件代理人（如通知本公司者），以接收所送達與貸款通知書相關而涉及香港法院席前任何法律程序的法律程序文件。

33. 雜項

- (a) 貸款須視乎可否提供而定，而本公司可隨時撤銷有關貸款，毋須提前通知。若本公司於有關撤銷後收到貸款通知書的承約，即使於貸款通知書述明的要約期限內收到有關承約，仍屬無效及對本公司不具約束力。若於有關要約期限屆滿之前要約已不再存在或已被撤銷，本公司並無責任在撤銷後向借款人發出書面通知。
- (b) 在承約後，貸款通知書將代替本公司與貸款有關的所有先前通信（如有），但本公司已產生的所有權利及所有借款人責任及義務（如有）將不受影響，而根據任何先前通信本公司向借款人收取任何收費/費用的權利將繼續有效。本公司批予借款人的所有其他融通（即貸款以外的融通）（如有）將繼續受其獲批時所定的條款及細則管轄（貸款通知書明確述明者例外）。
- (c) 儘管本文或貸款通知書載有任何相反規定，本條款及細則下本公司的每項權利、權力及補償是可累積，及不損害並附加於本公司憑藉借款人與本公司訂立的任何其他協議，法規或法律或衡平法規則而具有的所有其他權利、權力及補償。
- (d) 在不損害上述第33(c)條規定的情況下，本條款及細則適用於貸款，並受本公司不時在貸款通知書述明的有關其他條款及細則限制，及若本條款及細則與貸款通知書所載的條款及細則有任何不符，則以後者為準（本文另行明確述明者例外）。
- (e) 貸款通知書提述的各項文件（包括但不限於「抵押品及文件-先決條件」項下列出的文件），有關格式及內容須令本公司滿意。
- (f) 本公司獲授權提供借款人的銀行證明書，毋須在提供之前諮詢借款人。
- (g) 借款人確認及同意，本公司可將宣傳及市場推廣物品送交借款人的通訊地址，除非借款人書面通知本公司與此相反者例外。
- (h) 除非文意另有所指，否則凡表示單數的文字，其涵義包含複數，反之亦然、凡屬於某種性別的文字，其涵義包含各種性別。
- (i) 標題僅為方便參考而設，在解釋本條款及細則時須不予理會。
- (j) 貸款通知書的中文本（如有發出）僅供參考，若中、英文本之間有任何抵觸或差異，應以英文本為準。
- (k) 借款人特此同意本公司可跟隨在營商過程或在業務運作中之收取/支付慣例或符合法定押記內之條款及條件等，於是次交易或其他情況因提供服務而收取/支付第三者之佣金包括但不限於保險代理/公司或評估人的回扣及經紀商的佣金。
- (l) 倘若貸款通知書與法定押記有任何衝突或抵觸時，在委予閣下更多嚴苛責任的範圍內當以法定押記的條款為準。

如欲索取本貸款之一般條款及細則的英文版本，歡迎聯絡本公司的客戶服務主任。

If you would like to have an English version of this General Terms and Conditions of Loan Facilities, please contact our Customer Service Officer.

General Terms and Conditions of Loan Facilities

These Terms and Conditions form an integral part of the facility letter issued by OCBC Wing Hang Credit Limited to the Borrower to which they are attached.

1. Definitions

Unless the context otherwise requires, the following expressions shall have the following meanings in these Terms and Conditions:

“**Company**” means OCBC Wing Hang Credit Limited, which includes all its branches and offices wherever situated and its successors and assigns.

“**facility letter**” means the facility letter(s) containing the terms and conditions of the Facilities issued by the Company to the Borrower, including but not limited to all attachments, schedules, appendices, amendments and supplements issued by the Company from time to time in relation to the Facilities, to which these Terms and Conditions are attached, however, if the context permits, the facility letter as stated herein shall include these Terms and Conditions.

“**Borrower**” means any party to whom the Facilities are granted by the Company, and where there is more than one party, all references to the “Borrower” shall mean all such parties or any one or more of them.

“**business day**” means a day the Company is open for normal business in the Hong Kong Special Administrative Region (excluding Saturday, Sunday and public holidays).

“**Facilities**” means the loan facilities (or any part thereof) specified in the facility letter and such other facilities, loans, advances, etc. from time to time made available by the Company.

“**person**” includes an individual, a firm, a body corporate, an unincorporated association and an authority.

“**loan-to-value ratio**” means the ratio of the total outstanding amount owed by the Borrower to the Company from time to time (as the numerator) to the total value of such securities (and only for such securities accepted by the Company from time to time) appraised and determined by the Company from time to time (as the denominator), subject to the final and conclusive determination of the Company which shall be binding upon the Borrower and all relevant parties. The Company reserves its right to change this definition and the calculation thereof without any prior notice to or prior consent from the Borrower.

“**Tax**” means any present or future tax, levy, impost, duty, fee, charge, deduction or withholding of any nature (including, without limitation, any taxes which may be charged on any payment made in connection with the security and any money which the Company receives, or are due to receive, under the facility letter, the security document or otherwise, or any expenses the Company has paid or has to pay; or any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

2. Payment

(a) Unless otherwise agreed in writing, all payments made by the Borrower shall be made in immediately available funds to the Company before noon on the due date (and in the case of Renminbi (RMB) payments, shall be made to such Renminbi account designated by the Company or as otherwise may be agreed by the Company).

(b) All payments by the Borrower to the Company shall be made without (and free and clear of) any set-off, counterclaim, deduction, withholding or condition of any kind including, without limitation, any Tax deduction). If the Borrower makes any set-off, withholding or deduction, the sum payable by the Borrower to the Company shall be increased so that the amount actually received by the Company is the amount it would have received if there had been no such set-off, withholding or deduction, including, without limitation, any set-off, withholding or deduction required by any future or present:

- (i) laws or regulations of Hong Kong or any other jurisdiction (including laws and regulations of the PRC);
- (ii) treaty, intergovernmental agreement, memorandum of understanding, undertaking or arrangement between governments and regulators in relation to (i) above;
- (iii) agreement (whether between the Borrower or any other party) with a foreign government (including the government of the PRC) or foreign regulator or foreign tax authority in relation to (i) or (ii) above; or
- (iv) guidelines, guidance, rules, interpretations or practices issued or adopted by legal, regulatory, government, tax or law enforcement body within or outside of Hong Kong in respect of (i), (ii) or (iii) above.

(c) The currency in which the “facility limit(s)” is expressed in the Facilities of the facility letter shall be the currency of account. Payment by the Borrower for any sum due shall be in the currency of account, provided that each payment in respect of costs, expenses or taxes shall be made in the currency in which the costs, expenses or taxes are incurred, and any amount expressed to be payable in a currency other than the currency of account shall be paid in that other currency. In the event that the Company agrees in writing to such be paid in a different currency, the conversion to that different currency shall be made at an exchange rate determined by the Company at its sole and absolute discretion. The Borrower shall be liable for any shortfall if the converted currency is less than the outstanding liability.

(d) If any payment paid to the Company in respect of the Borrower’s obligations is required to be repaid by virtue of any law relating to insolvency, bankruptcy or liquidation or for any other reason, the Company shall be entitled to recover such sums from the Borrower as if such monies had not been paid.

3. Interest

(a) All amounts advanced or drawn under the Facilities shall be charged with interest (as well before as after judgment and subject to fluctuation), commission and/or other charges at such rates as specified in the facility letter or such other rates as the Company may from time to time determine at its sole and absolute discretion. Interests debited to the Borrower’s account shall thereupon become part of the principal due from the Borrower and shall bear interest accordingly.

(b) The Company’s “**Prime Lending Rate**” means the interest rate which the Company at its sole and absolute discretion announces or applies from time to time as its Prime Lending Rate or prime rate for lending Hong Kong dollars or such other currency as stated in the facility letter; and “**HIBOR**” means in respect of any particular currency, the rate which the Company at its reasonable discretion determines from time to time to be the applicable Hong Kong Interbank Offered Rate (with reference to the relevant rate published by The Hong Kong Association of Banks rounding up to the nearest 2 decimal places or such other rates as the Company at its reasonable discretion determines) regarding that particular currency (including without limitation, the applicable Hong Kong Interbank Offered Rate regarding Renminbi where it is the relevant currency); and “**LIBOR**” means in respect of any particular currency, the rate which the Company at its sole and absolute discretion determines from time to time to be the applicable London Interbank Offered Rate regarding that particular currency. Without limitation to the generality of the foregoing, the Company shall be entitled to select on which date and at what time it fixes the applicable HIBOR or LIBOR, and its determination and discretion shall be conclusive and binding on the Borrower. If any of the applicable HIBOR or LIBOR is below zero, the same will be deemed to be zero.

The Company’s “**Cost of Funds**” means, in respect of any currency, the interest rate as conclusively determined by the Company from time to time at its sole and absolute discretion as its cost of funds for that currency, and its determination and discretion shall be conclusive and binding on the Borrower.

(c) Save as otherwise specified, interest shall accrue from day to day during the relevant interest period and shall be computed on the basis of actual number of days elapsed. If the Facilities are expressed in Hong Kong Dollar, Thailand Baht, Singapore Dollar or Pound Sterling, interest will be calculated by reference to a 365-day a year (for both ordinary and leap years); or if in the case of all other foreign currencies, interest will be calculated by reference to a 360-day a year (for both ordinary and leap years).

(d) Notwithstanding anything herein contained or in the facility letter, the interest rate applicable to the Facilities or any facility may at any time or times and without prior notice to the Borrower be revised or increased by the Company to such level as the Company may at its sole and absolute discretion consider appropriate (including but not limited to the level of a margin over the cost of funds of the Company), and the revised rate shall be effective and binding on the Borrower from such date as may be stated in a notice given by the Company to the Borrower (and such notice may be given before or after the effective date).

- (e) If the interest rate varies, the Company may vary either the amount or number of instalments or both at the Company's sole and absolute discretion and will notify the Borrower subsequently. Subject to the Borrower's payment of the Company's cost, if required, a revised instalment payment schedule will be provided to the Borrower upon request.
- 3A. Increased Costs**
The Borrower shall be within three business days of a demand by the Company pay the amount of any increased costs incurred by the Company as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (ii) compliance with any law or regulation made after the date of the facility letter. The term "law or regulation" in this Clause 3A shall include any law or regulation concerning capital adequacy, prudential limits, liquidity, reserve assets or Tax. The term "increased costs" in this Clause 3A shall mean (i) a reduction in the rate of return from the Facilities or on OCBC Wing Hang Bank Limited ("**Bank**") (or its affiliate's) overall capital (including as a result of any reduction in the rate of return on capital brought about by more capital being required to be allocated by the Company), (ii) an additional or increased cost, or (iii) a reduction of any amount due and payable under the facility letter, which is incurred or suffered by the Company or any of its affiliates to the extent that it is attributable to the undertaking, funding or performance by the Company of any of its obligations under the facility letter.
- 4. Repayment**
- (a) Unless otherwise agreed by the Company in writing, in case the Facilities being payable by monthly instalments, the first instalment shall be due and payable one month after the drawdown of the Facilities; in case of the Facilities being payable by biweekly instalments, the first instalment shall be due and payable two weeks after the drawdown of the Facilities.
- (b) Unless it is provided in the facility letter that the principal of the Facilities is payable by instalments, the principal of the Facilities shall be repaid in full on the final maturity date set out in the facility letter.
- (c) If the Borrower shall have any difficulty in repaying or servicing the Facilities, the Borrower shall inform the Company as soon as possible.
- (d) If any of the repayments shall fall on a day which is not a business day, such repayment shall be made on the following business day, except that if it falls on the last day of a calendar month which is not a business day, payment shall be made on the immediately preceding business day.
- 5. Application of Proceeds**
The Company may apply the net proceeds of any sale, disposition or dealing of the security of the Borrower towards discharge of the Borrower's obligations to the Company in whatever priority that the Company may determine.
- 6. Default Interest, Interest in excess of the Approved Limit and Charge**
- (a) Time shall be of the essence of any payment to be made by the Borrower.
- (b) If the Borrower fails to pay any sum when due or utilizes the Facilities in excess of the maximum amount indicated in the facility letter (or subsequently revised by the Company), the Borrower shall on demand pay default interest or over-the-limit interest (as well after as before judgment) on such outstanding sum or excess at such rate as from time to time determined by the Company at its sole and absolute discretion (and its determination shall be conclusive and binding on the Borrower) from the date of default or the date of utilization to the date of actual payment (both dates inclusive), and such interests may be compounded at such intervals as the Company may determine and payable on such basis and in such manner as the Company may require at its sole and absolute discretion.
- (c) Default interest shall be calculated daily on any sums due but not paid (including without limitation any unpaid charges, expenses or costs and any other amounts payable) in respect of or in connection with the Facilities at such rate as specified in the facility letter over the Prime Lending Rate for the relevant currency or at such other rate(s) as the Company may determine from time to time at its sole and absolute discretion.
- (d) Apart from default interest, the Company reserves the right to charge the Borrower a handling charge or fee at such amount as determined by the Company from time to time, each time when the Borrower fails to make a payment on its due date.
- 7. Availability and Variation**
- (a) The Borrower acknowledges that the Facilities are available at the sole and absolute discretion of the Company and are in all respects uncommitted. The Company shall have the absolute discretion to refuse any drawing to be made under the Facilities.
- (b) The Borrower acknowledges that the Company may at its sole and absolute discretion to suspend, withdraw, terminate, review, modify, reduce, increase, cancel, supplement or otherwise vary the Facilities or any of the terms and conditions of the facility letter at any time and from time to time without any prior notice and without any liabilities to any party and the Borrower shall agree to be bound by the same.
- (c) The Facilities are granted on the basis of the information disclosed by the Borrower to the Company and the prevailing political, economic, tax, financial and real estate market condition. The Company reserves the right at any time to cancel the Facilities and/or demand immediate repayment of the Facilities together with all interest and other sums thereon by notice to the Borrower without any liability to the Borrower if:
- (i) there shall have occurred any change in the Borrower's financial position or business or circumstances which, in the Company's opinion, may have an adverse impact on the Borrower's ability to perform or observe any of the Borrower's obligations under the facility letter and/or the Legal Charge; or
- (ii) there shall have occurred:
- (1) any change in the financial, political, economic, legal, tax or real estate market condition; or
- (2) any disaster, calamity or emergency; which, in the Company's opinion, may cause a material deterioration in the price and/or value of the Mortgaged Property or otherwise have an adverse impact on the value or effectiveness of the Legal Charge; or
- (iii) it shall become illegal, unlawful or otherwise impossible for the Borrower or the Company to observe or perform any of the Company's respective obligations under the facility letter and/or the Legal Charge.
- 8. Drawings Against Uncleared Funds**
In the event that the Company permits the Borrower to draw against funds to be collected or transferred from any account(s), the Borrower shall on demand reimburse the Company in full the amount so drawn (together with all interests costs and expenses thereby incurred), if the Company does not receive the funds in full at the time the Company ought to have received the same or if after the Company has accepted the transfer the Company is prevented from collecting or freely dealing with the funds in accordance with its usual banking practice.
- 9. Top-up Requirement**
- (a) The Borrower shall at all times comply with (and procure any security provider to comply with) the loan-to-value ratio(s) specified in the facility letter (if any) or as may be determined by the Company from time to time. If any of the loan-to-value ratio(s) as required by the Company is at any time not complied with, the Borrower shall immediately provide additional security and/or pay an amount of cash to reduce the outstanding balance of the Facilities to the satisfaction of the Company, in order to comply with the relevant requirements within the time limit imposed by the Company from time to time. Without prejudice to other rights of the Company under the facility letter and notwithstanding the preceding sentence, if any of the loan-to-value ratio(s) as required by the Company is at any time not complied with, the Company shall in any event be authorized and be entitled, from time to time, to uplift, realize, collect, sell or otherwise dispose of as the Company may think fit and without being liable for any loss to the Borrower or any security provider, if applicable, all or any part of the securities pledged or charged to the Company without any prior notice to the Borrower or any security provider, if applicable, and to apply the net proceeds (after payment of all expenses charges commissions in connection therewith) in or towards satisfaction of the indebtedness of the Borrower owing to the Company in such order as the Company may at its absolute discretion determine.
- (b) The Borrower shall from time to time and at any time, execute, sign and deliver to the Company any documents in form and substance satisfactory to the Company or do such acts as the Company may require, whether for additional security to be taken or

- perfecting the securities intended to be constituted by the facility letter or otherwise.
- (c) Save for negligence or willful default, the Company shall not be liable for any loss or damages or depreciation in value of any security granted in favour of the Company due to the Company's exercise of any of its rights over any security.

10. Mortgaged Property(ies)

The following provisions shall apply if property(ies) is/are mortgaged to the Company as securities for the Facilities:

- (a) The title to the property(ies) to be mortgaged to the Company shall be approved by solicitors designated by the Company.
- (b) The property(ies), if any, shall be adequately insured by the Borrower against fire and extended perils (and loss of rental income, if applicable) (or such other risks as required by the Company from time to time) for such amount(s) acceptable to the Company with an insurance company on the Company's approved list. The relevant original policy denoting the Company's interests as the mortgagee together with premium receipt shall be delivered to and held by the Company on or before execution of the relevant legal charge or other security document, or otherwise before the drawdown of the Facilities, as the case may be, failing which the Company will at the Borrower's own expenses insure such property(ies) on the Borrower's behalf on such terms and conditions as the Company thinks fit and the premium thereof shall be paid by the Borrower.
- (c) If the value of the Mortgaged Property (as determined conclusively by us from time to time) falls below the level at which the Company, in its discretion, consider it safe to grant and/or continue to grant the Facilities to the Borrower, the Borrower shall upon request from time to time promptly provide the Company with additional security of such type and in such amount as the Company may consider appropriate.
- (d) The Borrower shall undertake that the property(ies) is/are self-occupied by the registered owner(s) thereof and the property(ies) shall not be let to any other party(ies) unless with the Company's prior written consent. The Company reserves the right to re-determine the interest rate of the relevant Facilities at its sole and absolute discretion upon giving the consent to let and such re-determination of the interest rate shall take immediate effect unless otherwise agreed by the Company. All costs and expenses (including the Company's legal costs on a full indemnity basis) incurred by the Company in giving the consent shall be borne and paid by the Borrower.
- (e) The Company may at its sole and absolute discretion require a survey report to be conducted over the property(ies) prior to drawing down of the Facilities at the expense of the Borrower and the Borrower shall also pay a handling charge in such sum as the Company may impose. All such fees and charges shall be payable by the Borrower forthwith on demand. The Company reserves the right to withdraw the Facilities at any time should the survey reveal any structural problems or in any circumstances which have given rise or may in the Company's opinion give rise to the issuing of a building order to the owner of any property(ies) (or the building/lot in which it is located). For the avoidance of doubt, unless the Company otherwise agrees, the Borrower shall be liable for all payments aforesaid mentioned notwithstanding that the Facilities are not eventually made available to or utilized by the Borrower on whatever ground.

11. Fire Insurance

- (a) The Company requires the Property (after issuance of occupation permit/certificate of compliance, whichever is earlier) to be insured against risks of Fire with full extra perils, Earthquake (Fire, Shock & Flood), Landslip and Subsidence Endorsement, Explosion, Typhoon, Windstorm and Flood with an insurance company.
- (b) Borrower may adopt the master fire insurance policy of the property. No fees will be charged if the master fire insurance policy option is chosen.
- (c) Other than employing insurer on our approved list, Borrower may choose to employ insurer that is not on the Company's approved list, however any extra cost and fees charged may apply. To obtain the approved list, please contact our Customer Service Officer.
- (d) Borrower has the responsibility to ensure the property has fire insurance at all time, otherwise the Company has the right to review the terms of the mortgage loan.

Choice of Insured Amount

- (e) Borrower has the right to choose whether the insured amount is based on the original loan value, the current loan value, the cost of reinstating the property, or such other insured amount which is agreed and accepted by the Company.
- (f) If the insured amount is based on the cost of reinstating the property, Borrower will have to pay for the valuation report provided by an independent external surveyor ("Valuation Report") every year for the Company to ascertain the cost of reinstating the property.
- (g) If the insured amount is based on the original loan value, the current loan value or such other insured amount, Borrowers should review the insured amount so that the insured amount is sufficient to cover the reinstatement cost of the property both on commencement and during the period of insurance to avoid under-insurance. Borrower will be fully responsible for any shortfall between the reinstatement cost of the property and the payout of the fire insurance policy if the insured amount is not based on the cost of reinstating the property.
- (h) If Borrower chooses to insure other amount (which is subject to be accepted by the Company), the Company may require obtaining Valuation Report to ascertain the cost of reinstating the property, as a consideration on whether to accept such amount or not. Borrower will have to pay for the valuation fee incurred (if any).

12. Solicitor Firms

- (a) Borrower has to pay for the legal expense of solicitors who represent Borrower or the Company to prepare mortgages on properties (including preparation of securities and other documents and a title investigation). It must be paid whether or not the mortgage facility is offered to Borrower.
- (b) Borrower may employ solicitor on our approved list to represent Borrower and the Company.
- (c) Borrower has the right to employ separate solicitor for Borrower, thus extra costs may apply.
- (d) Borrower has the right to employ solicitor not on the approved list of the Company
- (i) To represent the Borrower and;
- (ii) If the Company allows representing both the Borrower and the Company, however extra costs may apply. Extra fees that may be charged by the solicitor including the costs for the additional work for solicitor in reviewing the other solicitor's documentation under scenario (i).
- (e) Borrower may be required to have a separate legal representation or to employ only solicitors on the approved list to represent the Company, thus extra cost may apply.

13. Indemnity

- (a) The Borrower shall indemnify the Company and keep the Company fully indemnified on demand from and against all actions, suits, proceedings, claims, demands, losses, damages, interests, costs, expenses, charges, fees and/or liabilities of whatsoever nature (including but not limited to all reasonable legal costs and expenses) which the Company may reasonably suffer, incur or sustain, whether actual or contingent, by reason of or in connection with (i) the preparation, negotiation and maintenance of the Facilities, the security, the facility letter, all relevant security documents and all other documents (if any), and (ii) the performance, perfection, enforcement or preservation of its rights under the Facilities, the security, the facility letter, all relevant security documents and all other documents (if any) against the Borrower, security providers and/or any third party, except in respect of any unauthorized transaction arising from forgery, fraud, default on the part of the Company or any of its employees agents or servants.
- (b) If any amount due or payable by the Borrower to the Company in one currency is for whatever reason (whether or not pursuant to a judgment or order, in liquidation or bankruptcy of the Borrower, by way of refund from a third party, or as a result of a sale of the security held by the Company whether by way of enforcement of the security or otherwise) received by the Company in another currency, the obligations of the Borrower to the Company in respect of such amount shall only be discharged to the extent that the Company may purchase (in whole or in part) the first mentioned currency with the other currency abovementioned in accordance with the Company's usual practices. If the amount of the first mentioned currency which may be so purchased (after deducting any costs of exchange and any other related costs) is less than the amount due or payable by the Borrower as aforesaid, the Borrower shall indemnify the Company against the shortfall. This indemnity shall be an obligation on the part of the Borrower independent of and in addition to the other obligations of the Borrower.
- (c) The Borrower waives any right it may have in any jurisdiction to pay any amount under the facility letter in a currency or currency unit other than that in which it is expressed to be payable.
- (d) The Borrower shall on demand indemnify the Company against any costs, losses or liabilities, interests, penalties, charges or

expenses (including legal expenses) incurred or to be incurred by the Company as a result of :

- (i) any failure by the Borrower to pay any amount on its due date or in the relevant currency,
 - (ii) the information produced or approved by the Borrower being or being alleged to be misleading and/or deceptive in any respect,
 - (iii) any enquiry, investigation, subpoena (or similar order) or litigation with respect to any Borrower or with respect to the transactions contemplated or financed under the facility letter, or
 - (iv) funding, or maintaining, or making arrangements to fund or maintain, or unwinding the arrangements to fund or maintain the loan (or any part thereof) requested by the Borrower in the Facilities; or
 - (v) a prepayment or any other payment (whether voluntary or involuntary) being made by the Borrower under any provision of the facility letter, or a recovery by the Company (whether because of the Borrower's default), on a date which is not an interest payment date relating to the sum prepaid or recovered.
- (e) Without prejudice to Clause 2(b), if the Company is required to make any payment of or on account of Tax on or in relation to any sum received or receivable under the facility letter (including any sum deemed for purposes of Tax to be received or receivable by the Company whether or not actually received or receivable) or if any liability in respect of any such payment is asserted, imposed, levied or assessed against the Company, the Borrower shall, within three business days of demand of the Company, promptly indemnify the Company which suffers a loss or liability as a result against such payment or liability, together with any interest, penalties, costs and expenses payable or incurred in connection therewith **provided that** this Clause 13(e) shall not apply to :
- (i) any Tax imposed on and calculated by reference to the net income actually received or receivable by the Company (but, for the avoidance of doubt, not including any sum deemed for purposes of Tax to be received or receivable by the Company but not actually receivable) by the jurisdiction in which the Company is incorporated; or
 - (ii) any Tax imposed on and calculated by reference to the net income of the Company actually received or receivable by the Company (but, for the avoidance of doubt, not including any sum deemed for purposes of Tax to be received or receivable by the Company but not actually receivable) by the jurisdiction in which the Company is located.

14. Undertakings / Financial Covenants

The Borrower undertakes to the Company that the Borrower will, where applicable,

- (a) ensure that all consents, licenses, approvals, registrations and filings (as appropriate in connection with the Facilities, guarantee or securities as may be provided in relation to the Facilities) are duly obtained, completed and will remain in full effect throughout the period when there is outstanding under the Facilities.
- (b) promptly submit to the Company:
 - (i) if applicable, a certified copy of the Borrower's audited (and, as appropriate, consolidated) financial statements and all corporate security provider(s), if applicable, as soon as they can be available, but in any event within 6 months after the end of each financial year end and at any other time requested by the Company;
 - (ii) if any financial covenants are required to be complied with by the Borrower, when submitting the financial statements, at the same time a compliance certificate confirming the compliance of all such financial covenants certified by the authorized person(s) approved by the Company;
 - (iii) with reasonable promptness, details of any litigation, arbitration or administrative proceeding current or, to its knowledge, threatened or commenced against it;
 - (iv) a written notice specifying any default or event or circumstance leading to a default of any provisions of the facility letter (and the steps, if any, being taken to remedy it) upon becoming aware of its occurrence; and
 - (v) other information that the Company may request from time to time.
- (c) immediately inform the Company of:
 - (i) if applicable, any change of the Borrower's directors or beneficial shareholders (except where the Borrower is a listed company) or amendment to its memorandum or articles of association or equivalent constitutional documents;
 - (ii) if applicable, any substantial change to the general nature of the existing business of the Borrower;
 - (iii) any factor which may inhibit, impair or delay performance by the Borrower or the security provider(s), if any, of the obligations under any loan and security documents to which they are a party; or
 - (iv) the failure to continue to obtain consents, licenses, approvals, registrations and filings (as appropriate) in connection with the granting of the Facilities and/or the provision of securities (including without limitation guarantee(s)) in relation to the Facilities throughout the period when there is outstanding under the Facilities.

15. Disclosure and Sharing of Information

The availability and continuation of the Facilities are subject to the Borrower's consent to the following and such consent shall be regarded as given upon its acceptance of the terms of the facility letter or upon any increase in credit limit or renewal, restructuring or rescheduling of any existing facilities:

- (a) the disclosure to, use by or retention by any credit reference agency or similar service provider any information with respect to the Borrower which is provided by the Borrower at the request of the Company or collected by the Company in the course of dealings between the Borrower and the Company, for the purpose of verifying such information by the Company or enabling the Company to provide such information to other institutions
 - (i) in order that the Company may carry out credit and other status checks in the course of considering any grant, review or renewal of credit to the Borrower or to another person for whom the Borrower proposes to act or acts as guarantor;
 - (ii) to assist the Company to collect debts; and/or
 - (iii) to conduct reasonable monitoring of any indebtedness of the Borrower.
- (b) the provision to any guarantor(s) or provider(s) of security or third party otherwise securing any of the Borrower's liabilities under the Facilities, or their or the Company's solicitors, in respect of any loan or credit facilities extended to the Borrower the following:
 - (i) a copy of the contract evidencing the obligations to be guaranteed or secured or a summary thereof;
 - (ii) a copy of any formal demand for overdue payment which is sent to the Borrower after it has failed to settle an overdue amount following a customary reminder to the Borrower;
 - (iii) from time to time whether or not requested by the guarantor(s) or provider(s) of security or the said third party, a copy of the latest statement of account of the Borrower's; and
 - (iv) all information and documentation relating to such liabilities or other liabilities under the Facilities and/or any other facilities granted to the Borrower and the amount of indebtedness thereunder from time to time as the Company shall deem fit.
- (c) the disclosure to the Company and any of the Company's branch, subsidiary, holding company, associated company or affiliate, or such other entities which are connected to the Company directly or indirectly by way of shareholding, management or otherwise any information or data concerning the Borrower, the Borrower's affairs, accounts and transactions if the Company shall determine at its absolute discretion that such disclosure is requisite or desirable in the performance of the functions of the Company or in the interest of the Company or any of the above mentioned entities (including each of its successors and assigns) or are otherwise required by laws or regulations.

The termination of the Facilities shall not affect or terminate the Borrower's consent to disclose information in the possession of the Company at the time of termination. The Borrower undertakes to immediately notify the Company in writing of any change of the Borrower's information produced to the Company.

16. Personal Data (if applicable)

- (a) In addition to the operational and business requirements of the Company and any of its branch, subsidiary, holding company, associated company or affiliate, or such other entities which are connected to the Company directly or indirectly by way of shareholding, management or otherwise, the Borrower agrees (or procures the agreement of its relevant staffers) that the personal data of the Borrower (or its relevant staffers) may also be collected and used for designing and marketing of related products and services, conducting credit assessments, matching procedures or data processing, providing any service on behalf of the Company to the Borrower by any service provider, enforcing any rights under the loans by lawyers and debt collectors and processing customer information by computer firms and others, and that the same will be disclosed as required by laws or regulations. Such data may be provided to, whether in/outside Hong Kong, the staff of the Company or any of its branch, subsidiary, holding company, associated company or affiliate, or such other entities which are connected to the Company directly or indirectly by way of shareholding, management or otherwise and service providers and other parties in connection with its financial services and other financial

institutions and banks and credit reference agency and other outside party for the purposes aforementioned. Further, the Borrower acknowledges to have received a “**Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance**” and agrees to terms and conditions thereof.

- (b) The termination of the Facilities shall not affect or terminate the Borrower’s (or its relevant staffers’) consent to disclose or use the personal data in the Company’s possession at the time of termination. The Borrower undertakes to immediately notify the Company in writing of any change of the Borrower’s (or its relevant staffers’) personal data or other information produced to the Company.

17. Expenses and Charges

- (a) Whether or not the Facilities are drawn or utilized by the Borrower, all fees, charges, costs and expenses (including but not limited to legal costs, collection fees, stamp duty, if any, and other out-of-pocket expenses incurred by the Company) arising from arranging the Facilities and executing all security documents and other necessary documents and preserving and enforcing the Company’s rights in connection therewith are to be borne by the Borrower on a full indemnity basis and form part of the indebtedness under the facility letter, which shall be repayable by the Borrower to the Company on demand.
- (b) The Company shall be entitled to prescribe, change and/or increase, from time to time, any fees, charges, commissions, costs, expenses and other sums payable in respect of the Facilities at its sole and absolute discretion with or without notice to the Borrower. Such fees and charges shall be conclusively and absolutely binding on the Borrower and become part of the indebtedness under the facility letter.

18. Authorization to Debit Account(s)

The Company is authorized and shall be entitled to debit at any time and from time to time any of the monthly instalments, amounts for the repayment of the Facilities, insurance premium, interests, fees, charges, commissions, costs, expenses and other sums due and payable by the Borrower in respect of the Facilities from any of the account(s) of the Borrower (notwithstanding whether or not any account has been specified in the facility letter) without prior notice to the Borrower. Such sum shall be deemed duly drawn or overdrawn from the account(s) by the Borrower.

19. Set-off and Lien

- (a) In addition and without prejudice to any other security or any general lien, right of set-off or similar right to which the Company or any other company or any other company of The Bank Group (The Bank Group being OCBC Wing Hang Bank Limited, its direct or indirect holding company, any of its direct or indirect subsidiary or of any such holding company or any of their related company (being a company in which an equity interest is held by any of the foregoing) and includes each such company’s successors and assigns. “subsidiary” and “holding company” bear the same meanings given to them under the Companies Ordinance (Cap.622) (“Bank Group Company”) may be entitled at law, in equity, under the facility letter or any other agreement between the Borrower and the Company or any Bank Group Company, the Company or any Bank Group Company shall have a lien on all the Borrower’s property which may now or hereafter be in the Company or any Bank Group Company’s possession whether for safekeeping or otherwise, and the Company or any Bank Group Company shall also have the right and is hereby authorized (but not obliged to), to the fullest extent permitted by law and without notice to the Borrower or to any other person, to retain, set-off, appropriate and apply in such manner and order and in respect of such of the Borrower’s obligations and liabilities to the Company or any Bank Group Company as the Company or any Bank Group Company at its absolute discretion decides:

- (i) any credit balance on any account (whether subject to notice or not and whether matured or not and in whatever currency(ies)) of the Borrower or of any other person with the Company or any Bank Group Company to which the Borrower may be beneficially entitled, and
- (ii) any other sum due or owing by the Company or any Bank Group Company to the Borrower in whatever currency(ies), and
- (iii) any credit balance on any account opened by the Company or any Bank Group Company in its/their name(s) on the Borrower’s behalf with any other financial institutions in Hong Kong or elsewhere,

against or on account of the Borrower’s obligations and liabilities to the Company or any Bank Group Company whether actual, future or contingent.

For the purposes of this Clause 19, an account shall be deemed to have a credit balance if under and pursuant to an overdraft facility funds may be drawn out of that account (even though the account may already be overdrawn but the amount overdrawn is still less than the maximum amount available under the overdraft facility), and the amount of such credit balance shall be equal to the amount which under the overdraft facility is still available. Further, insofar as any of the Borrower’s liabilities are contingent or future, the Company or any Bank Group Company’s liability to make payment of any sum or sums standing to the credit of any of the Borrower’s accounts to the Borrower shall, to the extent necessary to cover such liabilities, be suspended until the happening of the contingency or future event.

- (b) In case of a joint account, the Company or any Bank Group Company may exercise the right in this Clause 19 and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to the Company or any Bank Group Company by one or more of the holders of such joint account.
- (c) The Company or any Bank Group Company is authorized to carry out any currency conversion as the Company or any Bank Group Company may consider necessary to effect any right of set-off and the cost of such conversion shall be borne by the Borrower and shall form part of the Company or any Bank Group Company’s right of set-off under this Clause 19.
- (d) The Company or any Bank Group Company shall also have the power to sell such property of the Borrower coming into the possession or control of the Company or any Bank Group Company for custody or for any reason and whether or not in the ordinary course of banking business as security, constituting the lien of the Company or any Bank Group Company, to satisfy any obligation owed by the Borrower to the Company or any Bank Group Company.
- (e) The Borrower agrees and acknowledges that the Borrower’s obligations and liabilities to the Company or any Bank Group Company against which the Company or any Bank Group Company is entitled to retain, set-off, appropriate and apply pursuant to this Clause 19 shall include (i) any time-barred obligations and liabilities (whether or not as a result of the provisions of the Limitation Ordinance) and (ii) any other obligations and liabilities which for any reason(s) are unenforceable.
- (f) These Terms and Conditions remain in full force whether or not the Borrower shall for the time being remain a customer of the Company or any Bank Group Company.

20. Debt Collection

The Company shall be entitled to employ outside debt collection agency and/or institution to collect any or all sums due but unpaid by the Borrower and for so doing, the Borrower consents to the Company’s disclosure of such information as necessary for the said purpose and the Borrower shall be obliged to pay the Company and shall indemnify the Company on demand for all reasonable amount of costs and expenses reasonably incurred by the Company in employing such outside debt collection agency or its nominated agent and all legal fees and disbursements reasonably incurred by the Company in recovery thereof, if any.

21. Related Party Transactions

Each Facility is granted on the basis that the Borrower warrants that : (a) each such Facility is not, in relation to the Bank, : (i) a facility in breach of the statutory limits under Part 8 of the Banking (Exposure Limits) Rule (Cap.155S) and the Supervisory Policy Manual (CR-G-9) “Exposures to Connected Parties” issued by the Hong Kong Monetary Authority, or (ii) a loan, quasi-loan or credit transaction prohibited under Division 2 of Part 11 of the Companies Ordinance (Cap.622); (b) the Borrower, or any of its directors, partners, managers or agents, or any of its guarantor is not in any way, for the purposes of any of the said Rule, the said Ordinance and the said Supervisory Policy Manual, related to or connected or associated with any director, chief executive, senior management, key staff, lending officer, controller, minority shareholder controller of the Bank (or its holding company or any of its subsidiaries and affiliates), or any connected entity of the Bank; and (c) in any event, the Borrower is not a connected party (as defined under the said Rule and the said Supervisory Policy Manual) of the Bank, and is not a connected entity (as defined under the said Ordinance) of the Bank. The Borrower undertakes to notify the Bank immediately if after the granting of any such Facility, any of the foregoing warranties ceases to be accurate or becomes untrue.

22. Limitation on Liability of the Company

- (a) To the extent permitted by law, the Company shall not be liable for any loss or damage suffered by the Borrower or any other person as a result of :

- (i) the withdrawal or suspension of any transaction of the Borrower or for any failure to effect or execute any of the order or instruction from the Borrower whether it is attributable, either directly or indirectly, to any circumstances or events outside the control of the Company; and/or
 - (ii) any mechanical, electronic or other failure, malfunction, inaccuracy or inadequacy of the Company's telecommunication and computer system or other equipment or its installation or operation; any incomplete or erroneous transmission of any instruction or order of the Borrower or any error in the execution of any such instruction or order (except negligence or willful misconduct of the Company's authorized officers) nor for any delay, loss (including loss of profit or any economic loss), expenses or damages whatsoever incurred or suffered by the Borrower as a result thereof; and/or
 - (iii) any delay, interruption or suspension howsoever caused by any third party, including but not limited to service providers or equipment suppliers, which interferes with, affects or disrupts the performance of the Company hereunder.
- (b) The Company or its agent and correspondent shall not be liable to the Borrower for any action taken or not taken by them unless directly caused by their negligence or willful misconduct.

23. Liability of the Borrower and Change in Constitution or Partnership

- (a) If the Borrowers are more than one person, the Borrowers' liabilities to the Company shall be joint and several and each and every provision of the facility letter shall be construed accordingly. The facility letter shall be binding on the heir, personal representative and successor (and permitted assign) of the Borrower.
- (b) The securities, agreements and obligations undertaken or given by the Borrower shall continue to be valid and binding notwithstanding (i) any change in the constitution of the Borrower or the Company, by re-organization, amalgamation, consolidation, reconstruction, take-over or otherwise; and (ii) the amount advanced may be repaid in whole or in part from time to time.
- (c) If the Borrower is a firm (whether partnership or sole proprietorship), the facility letter shall be binding jointly and severally on all persons now or for the time being or at any time hereafter carrying on business in the name of the said firm or in succession to the said firm notwithstanding any change of members or constitution thereof. The dissolution of the partnership for any reason shall not affect the liability of the Borrower as partners(s) until the Company receives written notice from the Borrower to such effect but no notice shall affect the Borrower's liability for any transaction made prior to the Company's receipt of such notice.

24. Certificate by the Company

A certificate by any of the Company's officers as to the amount due and payable by the Borrower at any time hereunder or in respect of any facility or facilities shall, save for manifest error, be binding upon the Borrower and conclusive evidence thereof.

25. Assignment

The Borrower shall not assign, transfer or novate any or all of its rights or obligations under the facility letter, whereas the Company may at any time transfer or assign all or any part of its rights and/or novate all or any part of its obligations under the facility letter or change its lending office. The Company may disclose on a confidential basis to a potential assignee or to any person who may otherwise enter into contractual relations with the Company in relation to the facility letter information about the Borrower its financial conditions, businesses and assets, as the Company shall consider appropriate, whether such information was made available pursuant to the facility letter or otherwise.

26. Severability

If at any time one or more of the terms or any part of the facility letter shall be declared illegal, invalid or unenforceable to any extent, such terms or any part thereof shall be severed, and the remaining shall continue to be valid and enforceable to the fullest extent permitted by law.

27. Waiver

- (a) No failure or delay by the Company in exercising any right, power or discretion shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or discretion by the Company preclude any further exercise thereof by the Company or its exercise of any other right, power or discretion.
- (b) To the extent that the Borrower may in any jurisdiction be entitled to claim for itself or its assets any immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal action or proceedings with respect to it or its respective assets, the Borrower irrevocably agrees not to claim and irrevocably waives any such right of immunity which it or its respective assets now have or may hereafter acquire or which may be attributed to it or its respective assets to the full extent permitted by laws of such jurisdiction, and the Borrower consents generally in respect of any such legal action or proceedings to the giving of any relief or the issue of any process in connection with such action or proceedings including, without limitation, the making, enforcement or execution against any property whatsoever, of any order or judgment which may be made or given in such action or proceedings.

28. Notices

- (a) Any notice, demand or communication by the Company to the Borrower in relation to the Facilities or to any other facilities may be made verbally or in writing, and if in writing and sent to the Borrower's last known address or fax number or e-mail address or other electronic address as shown in the Company's record, will be deemed to have been received by the Borrower 1 day after posting (if sent by post) or on despatch (if sent by fax or by electronic transmission).
- (b) Any notice, demand or communication by the Borrower to the Company in relation to the Facilities shall be made in writing, and shall not be effective until actually received by the Company.

29. Declaration in relation to PRC Laws and Regulations

Without prejudice to Clause 30, where the legal and regulatory requirements of the People's Republic of China (other than Hong Kong, the Macau Special Administrative Region and Taiwan) ("PRC") are relevant in any respect, the Borrower further declares, confirms, agrees and acknowledges the following in relation to the Facilities:

- (a) The Borrower shall not use the loan proceeds or any part thereof of the Facilities other than exclusively for such usage as stated by the Borrower and for which the Facilities have been granted. At all times, the use of loan proceeds and any part thereof (including but not limited to the flow of funds) shall comply with all applicable legal and regulatory requirements under the PRC in all respects. If any approval(s) from the relevant authority(ies) of the PRC (and/or any renewal thereof) is/are required and/or if any registration is required, the Borrower shall have obtained such approval(s) or renewal(s) and/or shall have completed such registration in accordance with the applicable laws and regulations before the Facilities or any part thereof may be used or may continue to be used.
- (b) All remittances of the loan proceeds or any part thereof to the PRC shall adhere to all relevant rules and requirements of the PRC, if applicable, with the approval(s) of the relevant authority(ies) of the PRC. In particular, unless the preceding sentence is complied with to the satisfaction of the Company, the Borrower shall not be allowed to use or shall not use the loan proceeds or any part thereof, whether directly or indirectly, for the purposes of lending, direct investment or security investment in the PRC.
- (c) The underlying transactions in relation to the Facilities are all genuine and in full compliance with the relevant legal and regulatory requirements of the PRC.
- (d) All security documents (including all guarantees, undertakings, letters of credit, etc., as the case may be) under the Facilities shall be legally binding on and enforceable against the relevant security providers in all respects under the applicable laws and regulations of the PRC, and where approval(s) or registration of the relevant authority(ies) of the PRC is/are required, such approval(s) shall have been obtained or such registration shall have been completed in accordance with the applicable laws and regulations of the PRC before the Facilities or any part thereof may be used or may continue to be used.

- (e) The Borrower shall immediately produce to the Company all relevant documentary evidence as requested by the Company from time to time to prove to the Company's satisfaction its observance or compliance of this Clause 29, and the Borrower's duty to produce shall survive the full repayment of all moneys outstanding under the Facilities.
- (f) The declarations under this Clause 29 and any information provided by the Borrower are true, accurate and complete in all respects, and the Borrower acknowledges that the Company has relied or will rely on the declarations under this Clause 29 and the said information to grant or continue to grant the Facilities to the Borrower. No representation (whether written or oral) made by the Borrower shall be contrary to the declarations under this Clause 29, and if any was made, it is withdrawn by the Borrower completely and absolutely as if it has not been made before. The Borrower waives all rights and remedies (if any), but for this Clause 29(f), might otherwise be available to the Borrower in respect of such representation, provided that nothing in this Clause 29(f) shall limit or exclude any liability to the extent not permitted by law.
- (g) The Borrower shall immediately inform the Company in writing if, at any time after the making of the declarations under this Clause 29, there is any change to the usage of the loan proceeds (or any part thereof) or any declaration under this Clause 29 becomes false, untrue, inaccurate, incorrect or misleading in any respect. If at any time any declaration under this Clause 29 is considered to be false, untrue, inaccurate, incorrect or misleading, or the Borrower fails to observe or comply with any declaration under this Clause 28, whether intentionally or negligently, the Company shall have the right to pursue any appropriate legal action against the Borrower as the Company deems appropriate and/or to enforce the Company's rights under the facility letter and the security documents.
- (h) The declarations under this Clause 29 are deemed to be repeated with reference to the facts and circumstances subsisting on the date of each drawing down of the Facilities and the first day of each interest period, if applicable and as the case may be.
- (i) The declarations under this Clause 29 are made by the Borrower without prejudice to any of the Company's rights, interests, benefits and entitlements in relation to the Facilities and the security thereof. The declarations under this Clause 29 shall not constitute any waiver by the Company whatsoever under the Facilities or the security thereof or any documents in relation thereto.
- (j) The Borrower shall indemnify the Company against all liabilities, claims, demands, losses, damages, costs and expenses of any kind whatsoever on a full indemnity basis which may be incurred or suffered by the Company and all actions or proceedings which may be brought against the Company directly or indirectly in connection with or arising from the Borrower's making of any false, untrue, inaccurate, incorrect or misleading declaration under this Clause 29. This indemnity shall continue to have full force and effect notwithstanding the full repayment of all moneys due and owing to the Company under the Facilities.

30. Representations, Warranties and Undertakings

The Borrower hereby warrants, represents and undertakes to the Company the following terms:

- (a) Where the Borrower or any of its security providers (if any) is a corporation, each of them is a company duly incorporated and organized and validly existing under the laws of its jurisdiction of incorporation and in the jurisdiction of its principal place of business.
- (b) Unless the Borrower specifically notifies the Company in advance, any agreement or transaction entered into by the Borrower with the Company or any instruction given by the Borrower to the Company is entered into or given by the Borrower as principal and not on behalf of any other person or as trustee or nominee, and the Borrower has unencumbered and absolute beneficial title to all monies, securities or other assets deposited with or transferred to the Company whether for lending, sale, safe-keeping or any other purpose, all of which are fully paid and free of and not subject to any charge, lien, trust, hypothecation or other adverse interest or claim.
- (c) All information given by the Borrower in relation to the facility letter and/or any other or instruction given under any services or facilities provided by the Company to the Borrower is true, accurate and complete when given, and the Borrower will forthwith notify the Company upon any material change in such information. There is no material adverse change in the Borrower's financial condition during the subsistence of the Facilities and the Borrower shall forthwith notify the Company upon any such change.
- (d) The Borrower has the authority and capacity to enter into and execute any agreement and any transactions contemplated by the facility letter and any such agreement and each of the said transactions constitutes a valid and legally binding agreement on the Borrower and is enforceable against the Borrower in accordance with its terms.
- (e) Save for mortgages, charges, pledges, liens or any other encumbrances which are currently subsisting and which have been previously disclosed to the Company, the Borrower shall not, without the Company's prior written consent, create or cause to subsist any mortgage, charge, pledge, lien or any other encumbrance whatsoever over the whole or any part of the Borrower's undertakings and assets whatsoever and wheresoever situate, both present and future.
- (f) The obligations of the Borrower under the facility letter are (and the Borrower shall ensure and procure that at all times its obligations under the facility letter are) direct, general and unconditional obligations of the Borrower and rank at least pari passu with all the Borrower's other present and future unsecured and unsubordinated indebtedness and obligations with the exception of obligations mandatorily preferred by law and not by contract.
- (g) Where the Borrower is a corporation, it shall not enter into any amalgamation, demerger, merger, re-organization, consolidation, reconstruction, take-over or otherwise, unless with prior written consent of the Company.
- (h) The Borrower will not (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) :
 - (i) sell, transfer, lease out, lend or otherwise dispose of the whole of the Borrower's assets nor of any part of its assets which, when aggregated with all other disposals required to be taken into account under this Sub-clause (h) is material in relation to its assets, or the disposal of which (when so aggregated) could have a material adverse effect on the Borrower; or
 - (ii) materially change the scope or nature of its business by disposal, acquisition or otherwise; or
 - (iii) acquire any company, business, assets or undertaking or make any investment, unless such disposal or acquisition is in the ordinary course of business at arm's length basis and with the prior written consent of the Company.
- (i) The choice of Hong Kong law as the governing law of the facility letter and any judgment obtained in Hong Kong in relation to the facility letter will be recognised and enforced in the jurisdiction of incorporation of the Borrower (where the Borrower is a corporation) or the country of the Borrower's nationality (where the Borrower is an individual).
- (j) The performance by the Borrower of its obligations contained herein and in the facility letter and/or the utilization of any Facilities or use of proceeds drawn under the facility letter do not and will not: (i) contravene any applicable law, statute, ordinance, rule or regulation or any judgment, decree or permit to which the Borrower is subject, or (ii) conflict with or result in any breach of the terms or constitute any default under any agreement, instrument, franchise, concession, licence, permit, liability, obligation or duty applicable to the Borrower or by which it is bound.
- (k) There are no litigation, arbitration or other proceedings or claims pending or threatened against the Borrower, its related corporations or any surety or any of the Borrower's assets which may have a material adverse effect on the Borrower's respective business, assets, or financial condition or ability to perform its respective obligations under the facility letter or the security documents.
- (l) The Borrower shall procure that no material change is made to the nature or scope of the business of the Borrower from that carried on at the date of the facility letter.
- (m) The Borrower (or any of the security providers) is not a resident for Tax purposes in the United States of America ("US"), and none of the payments of the Borrower (or any of the security providers) under the facility letter (or the security documents) are from sources within the US for the purposes of the US federal income tax.
- (n) Neither the Borrower, nor any of the security providers, nor any of their respective directors, officers or employees, is a person that is, or is owned or controlled by person(s) that is/are:
 - (i) the subject of any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by the US government, the United Nations, the European Union, the United Kingdom, Hong Kong or any other jurisdictions, or the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, and the Hong Kong Monetary Authority; or
 - (ii) located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, organised under the laws of or resident in a country or territory that is, or whose government is, the subject of sanctions, embargoes or restrictions referred to in (i) above.

The Borrower shall not, and shall not permit or authorise any other person to, directly or indirectly, use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds drawn under the facility letter or other transaction contemplated by the facility letter in violation of the applicable economic sanctions laws, regulations, embargoes or restrictive measures.

- (o) The representations, warranties and undertakings are deemed to be made by the Borrower by reference to the facts then existing during the period where the Facilities or any part thereof remains outstanding. All representations, warranties and undertakings in this Clause 29 will remain true, accurate and binding so long as the Borrower remains a borrower of the Company, but the termination of the relationship between the Company and the Borrower shall not prejudice the Company's rights which have accrued prior to termination.

31. Illegality

- (a) In the event that the Company determines in a reasonable manner that the performance of any of its obligations under the facility letter may be or become unlawful under or not being in compliance with any applicable present or future law, rule, regulation, judgment, order, directive, decree or guideline of any government authority whether inside or outside Hong Kong, without prejudice to the Company's rights under any law, the facility letter or otherwise to demand immediate repayment by the Borrower of all or part of the outstanding amount of loan, the Company may by notice immediately suspend or withhold or cancel some or all of Company's obligations, or perform its other obligations, under the Facilities and/or the facility letter. The Company shall not be liable for any losses, damages, fees or expenses whatsoever (whether direct, indirect or consequential including without limitation the loss of profit or interest) suffered or incurred by any party arising out of or in connection with the Company's suspension or withholding or cancellation as aforesaid.
- (b) The Borrower shall not instruct the Company to do anything under the facility letter which is in breach of, or would involve the Company or any person becoming or being in breach of, any law, rule, regulation, judgment, order, directive, decree or guideline of any government authority (whether or not having the force of law).

31A. Third Party Rights

Nothing herein is intended to grant to any third party any right to enforce any term hereof or to confer on any third party any benefits hereunder for the purposes of the Contracts (Rights of Third Parties) Ordinance and any re-enactment thereof, the application of which legislation is hereby expressly excluded.

32. Governing Law

The facility letter and these Terms and Conditions are governed by and shall be construed in accordance with the laws of Hong Kong.

32A. Waiver of Immunity

To the extent that the Borrower may, in any jurisdiction, be entitled to claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Borrower irrevocably agrees not to claim and irrevocably waives such immunity to the full extent permitted by the laws of such jurisdiction.

32B. Process Agent Appointment

If the Borrower is not an ordinarily resident in Hong Kong or is not a company incorporated under the laws of Hong Kong or is a non-Hong Kong company which is not registered under the Companies Ordinance (laws of Hong Kong, as amended or supplemented from time to time), without prejudice to any other mode of service, the Borrower shall upon request of the Company irrevocably appoint a process agent (as notified to the Company) to accept service of process in relation to any proceedings before the Hong Kong courts in connection with the facility letter.

33. Miscellaneous

- (a) The Facilities is subject to availability and may be withdrawn by the Company at any time without prior notice. Any acceptance of the facility letter received by the Company after such withdrawal, even though it may be received within the offer period specified in the facility letter, will not be valid or binding on the Company. Should the offer be no longer available and withdrawn before the lapse of such offer period, the Company may but not obliged to serve the Borrower a notice in writing after such withdrawal.
- (b) When accepted, the facility letter supersedes all the Company's previous correspondence (if any) concerning the Facilities but all the Company's rights and all the Borrower's liabilities and obligations (if any) which have accrued shall not be affected and the Company's rights under any previous correspondence to charge the Borrower any charge/fee shall continue. All other facilities (i.e. facilities other than the Facilities), if any, which have been granted to the Borrower by the Company, shall continue to be governed by the terms and conditions under which they were granted (save and except expressly stated in facility letter).
- (c) Notwithstanding anything contained herein or in the facility letter to the contrary, each of the Company's rights, powers and remedies under these Terms and Conditions shall be cumulative with and without prejudice to and in addition to all the Company's other rights, powers and remedies by virtue of any other agreement(s) between the Borrower and the Company, statute or rule of law or equity.
- (d) Without prejudice to Clause 33(c) above, these Terms and Conditions shall apply to the Facilities and shall be subject to such other terms and conditions specified by the Company from time to time in the facility letter and in the event of any inconsistencies between these Terms and Conditions and those set out in the facility letter, the latter shall prevail (save as such expressly otherwise stated herein).
- (e) All documentation referred to in the facility letter, including without limitation those listed under the heading "Security and Documentation - Conditions Precedent", shall be in form and substance satisfactory to the Company.
- (f) The Company is authorized to provide banker's reference on the Borrower without the need of consulting the Borrower before doing so.
- (g) The Borrower acknowledges and agrees that the Company may deliver promotional and marketing materials to the Borrower's correspondence address, unless the Borrower notifies to the Company in writing to the contrary.
- (h) Unless the context requires otherwise, words denoting singular shall include plural and vice versa, and words importing a gender shall include every gender.
- (i) Clause headings are for ease of reference only and shall be ignored in the interpretation of these Terms and Conditions.
- (j) The Chinese version of the facility letter, if issued, is for reference only and if there is any conflict or discrepancy between the Chinese and the English versions, the English version shall prevail.
- (k) The Borrower consents to the payment/receipt of commission by the Company to/from any third party for services rendered in relation to this transaction or otherwise as are customarily paid/received in the trade of in the course of our business or in compliance with the terms and conditions as contained in the Legal Charge, including but not limited to rebates from insurance agents/companies or appraisers, commissions to brokers, etc.
- (l) In the event of any conflict or inconsistency between the facility letter and the Legal Charge, the terms and conditions of the Legal Charge shall prevail insofar as they impose a more onerous obligation on the Borrower.

如欲索取本貸款之一般條款及細則的中文版本，歡迎聯絡本公司的客戶服務主任。

If you would like to have a Chinese version of this General Terms and Conditions of Loan Facilities, please contact our Customer Service Officer.