APPLICATION FORM FOR BUSINESS INSTALMENT LOAN / PROFITS TAX LOAN / INNOTECH BUSINESS INSTALMENT LOAN

中小企分期「快通錢」/ 利得税貸款/ 創科企業商業貸款申請表格

Document Checklist 文件清單

	□ Hong Kong identity card or passport of guarantor(s) / owner(s) 擔保人/業務擁有人的香港身分證或護照 [Note: not required if guarantor(s) / owner(s) maintain(s) an active account (including savings account) in HSBC 注意:如擔保人/業務擁有人持有有效的滙豐銀行戶口(包括儲蓄戶口),則毋須遞交此文件]
For ALL Customers	□ Present residential address proof of guarantor(s) / owner(s) 擔保人/業務擁有人的現時住址證明文件 [Note: not required if guarantor(s) / owner(s) maintain(s) an active current account / statement savings account / HSBC Premier / HSBC One / Personal Integrated Account / Credit card in HSBC with the residential address as the correspondence address 注意:如擔保人/業務擁有人持有有效的滙豐往來戶口/結單儲蓄戶口/滙豐卓越理財/滙豐 One/個人 綜合理財戶口/信用卡,而該戶口的通信地址為現時住址,則毋須遞交此文件]
適用於 所有 客戶	☐ (For Profits Tax Loan 適用於利得税貸款) Latest Notice of Assessment and Demand for Tax (Must be issued within the last 12 months) 過去 12 個月內的稅務評估通知書
	For Limited Company Only 只適用於有限公司
	□ Completed "Guarantee by Individual(s)" booklet and Consent for Use and Disclosure of Personal Data 已填妥的「個人擔保書」及使用及披露個人資料同意書
	□ Hong Kong identity card or passport of owner(s) / director(s) 業務擁有人/ 董事的香港身分證或護照
	□ Present Business Registration Certificate 現時的商業登記證
	□ Proof of business address of the company (e.g. bank statement, utility bill) 公司營業地址證明(例如:銀行結單,公用事業機構發出的賬單)
	□ (For Business Instalment Loan / InnoTech Business Instalment Loan only) Any of below: (只適用於中小企分期「快通錢」/ 創科企業商業貸款)下列任何文件:
	☐ MPF Contribution Record for the last 3 months 過去 3 個月的強積金供款紀錄
	☐ Latest rental receipt issued by landlord or copy of stamped rental contract for business premise 最近期由業主發出相關貴公司營業所在物業的租金收據或已加蓋印花的租約
	☐ Bank statement and passbook of major banker for the past 6 months 過去 6 個月的主要往來銀行結單及存摺
Additional Documents for NEW Customers or	□ Latest Notice of Assessment and Demand for Tax (Must be issued within the last 12 months) 過去 12 個月內的稅務評估通知書
EXISTING Customers if there is any update of these documents of the	 □ Autopay record for payroll in the last 3 months issued by any banks in Hong Kong 過去 3 個月由任何香港銀行發出的薪金自動轉賬紀錄
Existing Customers 適用於 新客戶 的附加文件/ 現有客戶 有任何資料需要	☐ Employer's Return of Remuneration and Pension to the Inland Revenue Department in the last fiscal year 剛過去財政年度提交予税務局的僱主填報的薪酬及退休金報税表
更新	For Limited Company Only 只適用於有限公司
	□ Certificate of Incorporation 公司註冊證書
	Any one of the following Combination 下列其中一項文件組合:
	□ (i) Last Annual Return Form NAR1 最近一期的周年申報表(表格 NAR1)
	(ii) (if any) All subsequent Form ND2A, Return of Allotments (Form NSC1), Instrument of Transfer detailing the particulars of the current Directors and Principal Shareholders (如有)所有其後的表格 ND2A,股份分配申請表(表格 NSC1)及轉讓文書詳列現任各董事及主要股東的資料
	□ (i) Form 表格 □ NNC1 □ NNC1G
	(ii) Register of Members / Shareholders 成員/ 股東登記冊
	(iii) (if any) All subsequent Form ND2A (如有)所有其後的表格 ND2A





Application Form For Business Instalment Loan / Profits Tax Loan / InnoTech Business Instalment Loan

	day 日 / month 月 / year 年
Date 日期	

中小企分期「快通錢」/ 利得税貸款/ 創科企業商業貸款申請表格

Business Loans Team: 8/F, Tow 商業貸款申請組:香港九龍深田			Road, Kowloon, Ho	ng Kong	
Important Notes 重要事項: 1. Please complete ALL Sections Block Letters. 請以正楷填寫所有 2. Please tick "✓" where applicabl 請在適當的地方加上剔號「✓」,並 3. In case of discrepancies between 本表格之英文本及中文本如有歧異, Please select the type of lea	『部分 <i>(適用於有限公言</i> de and *delete which な*刪去不適用者。 n the English and Ch 概以英文本為準。	司) / A、B、C、D are ver is not appropriate things eversions of this	及 G 部分 <i>(適用於非有限</i> te. s Form, the English ve	R公司)。 ersion shall prevail.	Reference Number 参考號碼
Please select the type of loa (the "Bank"): 請選擇向香港					hai Banking Corporation Limited
□ Business Instalment Loar 中小企分期「快通錢」 (the "Loan"「貸款」)	n Profi	ts Tax Loan 税貸款		usiness Instalmer	nt Loan
A. Business Informati	-11-30-2-11				
A1 (Applicable to ALL C	ustomers 適用)	於所有客戶)			
Company Name of the Applicant 公司名稱					
Business Identification Document Details 商業證明文件資料	Type 種類: Certificate of Incorporation 公司註冊證書 Business Registration Certificate 商業登記證 Others (please specify) 其他 (請註明): Number 號碼:				
	*Room/Flat 室	Floor 樓	Block 座	Name of Building	大廈名稱
Business Address 營業地址	Name of Estate 屋	□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□		Number and Nam	e of Street/Road 門牌號碼及街道名稱
(PO Box is not acceptable 恕不接受郵政信箱)	District 地區			□ Hong Kong 香港	□ Kowloon □ New Territories 九龍 新界
「For existing customer) I/We hereby instruct you to update the mailing address(es) of all my deposit/facility/Business Card account(s) to be the same as this Business Address. (適用於現有客戶) 本人/ 本公司現指示貴行將本人/ 本公司於滙豐銀行的所有存款/ 貸款/ 公司卡戶口的郵寄地址更			lress.		
	Name 姓名			Job Title 職銜	
Details of Contact Person 聯絡人資料	Telephone Numbe	er 電話號碼		Business E-mail A	Address 商用電郵地址
Number of Staff 僱員數目	Hong Kong: 香港:		Mainland China: 中國內地:		Other Area(s): 其他地區:
	Manufacturing	y 製造 Wh	olesale 批發	Import/Export 出口	/ 入口
	Professionals	專業服務			

+ Personal services such as laundry, hair salon, fitness centre, cinema, entertainment, photo-finishing. 個人服務,例如:洗衣店、髮型屋、健身中心、戲院、娛樂場所、相片沖曬。

^ Business services such as market research, advertising, consulting, software development/distribution, cleaning, etc. 商業服務,例如:市場調查、廣告、顧問、軟件開發/分銷、清潔及其他。

Business Nature

業務性質

□ +Personal Services +個人服務 □ ^Business Services ^商業服務

Catering/Restaurant

Others (please specify): 其他 (請註明):

食肆/酒樓

Note 注意:

A. Business Information (Continued) 業務資料 (續)

A2 – Additional Business Information 附加業務資料 (Applicable to New Customers or Existing Customers if there is any update on the information below 適用於新客戶/現有客戶有任何資料需要更新)					
Company Type 公司類別	□ Limited Company □ Partnership □ Sole Proprietorship □ Others (please specify): 有限公司 □ 合夥經營商號 □ 其他 (請註明):				
Date of Business Commencement 開業日期	(DD/MM/) 日/月/年		rporation/ 註冊日期	(DD/MM/YYYY 	
Country/Region / Jurisdiction of Incorporation / Registration 註冊國家/地區			,		
City and Country/Region Where Head Office is Located 總公司所在地					
City and Country/Region Where Major Business is Carried Out 主要業務所在地					
Type of Business Property 營業物業類別	☐ Office ☐ Retail Shop with Street 寫字樓 街舖	Frontage	Shop at Shopping M	ail Residential Industrial 住宅 工業	
Ownership of Business Property 營業物業的擁有權	□ Mortgaged 按揭 □ Owned Property 自置 □ Provided by Relatives 由親屬提供 □ Rented 租用 □ Others (please specify) 其他 (請註明):				
Office Telephone Number 辦事處電話號碼	1.		2.		
Office Fax Number 辦事處傳真號碼	1.		2.		
Email Address 電郵地址	1.		2.		
	Product Traded / Manufactured or Services 銷售/ 製造產品類型 Annual Sales Turnover 全年銷售額 HKD 港幣				
	(Applicable to Business Instalment Loan AND InnoTech Business Instalment Loan 適用於中小企分期「快通錢」及創科企業商業貸款)				
	Average Monthly Payroll in Last 3 Months 過去 3 個月的平均薪金支出	Average Monthly MI Last 3 Months 過去 3		Present Monthly Rental Expense 現時每月租金支出	
	HKD 港幣	HKD 港幣		HKD 港幣	
	(Applicable to InnoTech Busin	ess Instalment Lo	an 適用於創科公	全業商業貸款)	
	Type of Innovative Product/Services to eCommerce 電子商務	be developed 將研發的	_	(IoT)/Wearables 物聯網/可穿戴設備	
	☐ Big Data / Artificial Intelligence ★	數據/人工智能	Biomedical Techno	` '	
Other Information			gy 金融科技		
其他資料 	Information & Communications Tec			(20)	
	Number of years of industry-related experience of the management team 管理團隊相關行業經驗年數		Does the company have any strategic partners? (e.g. investors) Please provide their name if any 貴公司有否任何策略合作伙伴(例如:投資者)?如有·請提供其公司名稱		
	Years 年				
	(Applicable to Profits Tax Loan				
	Profits Tax Payable (Amount shown on 利得税繳付金額 (最近期税務評估通知書上編		of Assessment and D	Demand for Tax)	
	HKD 港幣				

B. Facility Request Details 申請貸款資料

	HKD 港幣			
Loan Amount under application 申請貸款金額	I/We hereby authorise the Bank to debit monthly repayments from my/our HSBC repayment account number:本人/本公司茲授權貴行每月於本人/本公司滙豐還款戶口支賬還款,號碼為:			
	For New Customer: I/We hereby authorise the Bank to close the repayment account if the Loan is not approved. 適用於新客戶:若此貸款申請未能成功批核,本人/本公司茲授權貴行結束以上還款戶口。			
Handling Fee 手續費	(Per annum on the approved loan amount for the approved loan tenor, subject to a minimum of HKD1,000. The handling fee will be charged on a pro rata basis if the loan tenor is not in full year(s)) (將根據已批核貸款期計算,每年為已批核款額的百分比,最低為港幣1,000元。倘貸款期少於一年,手續費將按比例收取)			
	□ 6 Months □ 9 Months □ 12 Months □ #15 Months □ 18 Months □ 24 Months 6 個月 9 個月 12 個月 #15 個月 18 個月 24 個月			
Loan Tenor 貸款期	□ 30 Months □ 36 Months □ 48 Months □ 60 Months □ Others (please specify): 30 個月 36 個月			
	# Applicable for Profits Tax Loan application. Maximum loan tenor of Profits Tax Loan is up to 18 months. # 適用於利得稅貸款申請,最長貸款期為 18 個月。			
(Applicable to Business Ir	nstalment Loan 適用於中小企分期「快通錢」)			
	% flat rate per month 每月平息			
Interest Rate 利率	Please complete the below section if you wish to apply for the Dedicated Programme under Business Instalment Loan ("Dedicated Programme") with reference to the Supplemental Terms and Conditions for the Dedicated Programme under Business Instalment Loan ("Supplemental Terms and Conditions"). Any application for the Dedicated Programme shall be additionally subject to the Supplemental Terms and Conditions. 倘若貴公司有意申請中小企分期「快通錢」下的專屬計劃(「專屬計劃」),請參考中小企分期「快通錢」下專屬計劃的補充條款及細則(「補充條款及細則」)並填妥以下部分。任何專屬計劃的申請均額外受制於補充條款及細則。			
Programme Code 計劃編號	Note 注意: Please refer to paragraph 3 of the Supplemental Terms and Conditions. 請參閱補充條款及細則的第 3 段。			
Reference Number 參考編號	Note 注意: Reference Number refers to the reference number, application number or approval number assigned to the Customer under an eligible funding programme as set out in the Supplemental Terms and Conditions. The Customer must have successfully obtained approval under an eligible funding programme. 参考編號指在補充條款及細則中列明的合資格資助計劃下向客戶分配的參考編號、申請編號或批核編號。客戶必須已成功獲批一項合資格資助計劃。			
(Applicable to Profits Tax	·Loan 適用於利得稅貸款)			
Interest Rate 利率	Floating Rate:			
Interest Repayment Method 還款選項 (for Floating Rate Loan Only 只適用於浮息貸款)	☐ Reducing Balance 遞減供款 ☐ Straight Line 定額供款			
(Applicable to InnoTech Business Instalment Loan 適用於創科企業商業貸款)				
	0.33% flat rate per month 每月平息			
Interest Rate 利率	Such rate applies only if: i) The application for the InnoTech Business Instalment Loan ("loan") is submitted between 1 Jan 2020 to 31 Dec 2023, both dates inclusive ("Promotional Period"); ii) The loan is drawn down on or before 31 Jan 2024. 該利率只適用於:i) 2020 年 1 月 1 日至 2023 年 12 月 31 日,包括首尾兩天(「推廣期」)申請的創科企業商業貸款			
	(「貸款」); ii) 2 024 年 1 月 31 日或之前提取的貸款。			
	1. Minimum loan amount of HKD50,000, increment to be in multiple of thousand. 最低貸款額為港幣 50,000 元,增值須為千元的倍數。			
2. Repayment Terms 還款條款: The principal and interest shall be repaid on monthly basis as provided in the applicable terms and cond Loan. The principal and interest are subject to the Bank's overriding right at its absolute discretion to requi repayment of all amounts outstanding with respect to the Loan, together with all accrued interest, at any tim 貸款之本金及利息將根據適用貸款之條款及細則每月收取。本行有權要求借款人於任何時間立刻償還貸款餘額連同相關利				
Note 注意	Early repayment of the entire amount of the Loan is permissible subject to payment of the outstanding principal amount of the Loan, all accrued but unpaid interest, and a sum equal to 5% of the outstanding principal amount of the Loan (Minimum HKD800). 全數貸款可提早償還,但須清付貸款本金餘額、應付而未付的利息及相等於尚欠貸款本金 5% (最低港幣 800 元)的款額。			
	The Loan which is granted on an uncommitted basis. It is subject to review by the Bank at any time and subject to the Bank's review, overriding right of suspension, cancellation, reduction and withdrawal at any time. 本行可隨時對借款人的貸款作出覆檢,並有權暫停、取消、減少及撤銷貸款。本行 具 無被約束的自主權以決定是否准許借款人使用貸款。			
	Please refer to the Terms and Conditions set out in Section E below for the detailed terms applicable to the Loan applied for under this application. 有關本貸款申請的詳細條款及細則,請參閱本申請表 E 部分。			
	3. "HKD best lending rate" means the Hong Kong Dollar best lending rate to be determined by the Bank from time to time and published at the Bank's public website or is available from the Bank upon request. 「港元最優惠利率」指由本行不時釐訂之港幣最優惠借貸利率,該利率於本行網頁上刊載或可向本行索取。			

C. *Guarantor/Owner Information 擔保人/業務擁有人資料

Note 注意	Limited Company: The Guarantor must be a director/principal shareholder. 有限公司:擔保人必須為公司的董事/主要股東。 Non-Limited Company: Owner's information is to be provided. 非有限公司:請提供業務擁有人資料。			
Relationship with the Company 與公司的關係	1 ☐ Director 董事 ☐ Shareholder 股東	2 ☐ Director 董事 ☐ Shareholder 股東		
Ownership 持股量	%	%		
Name in English 英文姓名	☐ Mr 先生 ☐ Mrs 太太 ☐ Miss 小姐 ☐ Ms 女士	☐ Mr 先生 ☐ Mrs 太太 ☐ Miss 小姐 ☐ Ms 女士		
Name in Chinese 中文姓名				
Hong Kong Identity Card/Passport Number 香港身分證/護照號碼				
Date of Birth 出生日期	(DD/MM/YYYY 日/月/年)	(DD/MM/YYYY 日/月/年)		
	*Room/Flat 室 Floor 樓 Block 座	*Room/Flat 室 Floor 樓 Block 座		
	Name of Building 大廈名稱	Name of Building 大廈名稱		
Residential Address	Name of Estate 屋邨名稱	Name of Estate 屋邨名稱		
住宅地址	Number and Name of Street/Road 門牌號數及街道名稱	Number and Name of Street/Road 門牌號數及街道名稱		
	District 地區	District 地區		
	□ Hong Kong □ Kowloon □ New Territories 香港 新界	□ Hong Kong □ Kowloon □ New Territories 新界		
Residential Status 居住狀況	□ Mortgaged 按揭 □ Owned Property 自置 □ Rented 租用 □ Live with Relatives 與親屬同住 □ Quarters/Company Provided 員工宿舍/由公司提供 □ Others (please specify) 其他 (請註明) :	□ Mortgaged 按揭 □ Owned Property 自置 □ Rented 租用 □ Live with Relatives 與親屬同住 □ Quarters/Company Provided 員工宿舍/由公司提供 □ Others (please specify) 其他 (請註明):		
Time at Current Residential Address 居住現址年期	Years 年 Months 月 (If less than 1 year; time at previous address 如少 : Years 中 Months 月 所一年; 居於前一個住址年期	Years 年 Months 月 (If less than 1 year; time at previous address 如少 : 年 月) 於一年;居於前一個住址年期		
	Residential 住宅	Residential 住宅		
Contact Telephone Number 聯絡電話號碼	Office 辦事處	Office 辦事處		
	Mobile/Pager 手提電話/ 傳呼機	Mobile/Pager 手提電話/ 傳呼機		
Education Level 教育程度	□ University or above □ Post Secondary 大學或以上 預科/專上學院	□ University or above □ Post Secondary 大學或以上 預科/專上學院		
Education Devel 4XA EIX	□ Completed Secondary □ Others 完成中學課程 其他	□ Completed Secondary □ Others 完成中學課程 其他		
D Relationship with	HSBC Group 與滙豐集團關係			
-) related or connected to HSBC Group? 貴公司 (借款人) 是否別	赵滙豐集團有關連?		
	of the related or connected person in the borrowing company)			
Position held 職位	Full Name in English 英文全名	Full Name in Chinese 中文全名		
(please state the details of the person in HSBC Group to which the above person is related or connected 請填寫滙豐集團與上述人士關連的人士的				
Relationship 關係	Full Name in English 英文全名 Full Name in Chine			
any such relationship arises. 丞 Note 注意: The Borrower may is for your referen	后,現證明於申請當日,本人/本公司並無與滙豐集團有關連。倘若日後 refer to Section F for further information on how it may be conce only and are not intended to be contractual terms. Y	I to the HSBC Group agree to notify the Bank promptly in writing if 本人/本公司與滙豐集團有關連,本人/本公司同意儘速以書面通知貴行。 onsidered as related or connected to the HSBC Group. Section F ou may also access the Banking (Exposure Limits) Rules at 與滙豐集團是否有關連之資訊。F部分只供參考並非合約條款。貴公司亦		
	<u>ation.gov.nk/nk/cap1335</u> . 借款人可参考 F 部分細則獲取更多有關! 限行業(風險承擔限度)規則 <u>https://www.elegislation.gov.hk/hk/ca</u>			

E. Terms and Conditions of Business Instalment Loan / Profits Tax Loan / InnoTech Business Instalment Loan 中小企分期「快通錢」/ 利得稅貸款/ 創科企業商業貸款之條款及細則

The Hongkong and Shanghai Banking Corporation Limited (the "Bank"). 香港上海滙豐銀行有限公司(下稱「本行」)。

The successful applicant (the "Borrower") will be notified by letter when the designated repayment account in this application (the "Repayment Account"), which term shall include any substitute account designated by the Borrower from time to time) has been credited with the net proceeds of the approved Business Instalment Loan or InnoTech Business Instalment Loan or Profits Tax Loan or other type of loan applied for in this application (the "Loan"). The Loan will be granted subject to the following terms and conditions which shall be binding on the Borrower:

成功申請貸款者(下稱「**借款人**」)將獲專函通知已存入其在本申請列明的指定還款戶口(「**遷款戶口**」應包括借款人不時指定的任何替代戶口)內的經批核中小企分期「快通 錢」/利得税貸款/創科企業商業貸款(下稱「**貸款**」)淨額。該貸款將根據下列各項章則條款批出:

Business Instalment Loan 中小企分期「快通錢」/ 創科企業商業貸款

1. In relation to the Loan which is a Business Instalment Loan or an InnoTech Business Instalment Loan, the principal amount of the Loan, together with the applicable interest amount, will be repaid by equal monthly instalments over the approved Loan tenor, provided that the last instalment shall be the balance outstanding under the Loan. The amount of interest payable under each instalment shall be an amount calculated by multiplying the approved Loan amount by the flat interest rate per month applicable to the Loan and then by the number of months in the approved Loan tenor, apportioned to the instalments based on the formula commonly known as "the Rule of 78" (or such other formula as the Bank may from time to time determine). Based on the Rule of 78, the amount of interest paid each month = Interest for the full term × Remaining number of monthly payments ÷ Sum of the number of monthly instalments in the loan (For 12 monthly payments, the sum of the number of monthly instalments in the loan will be 12+11+...+2+1=78). The monthly repayment amount will be rounded up to one decimal place. 如相關資款為中小企分期「快通錢」或創料企業商業資款,貸款的本金與適用的利息將會按已獲批核的貸款期每月平均價溫相同還款額,而最後一期還款額為貸款的所有結欠。每期還款額內的價付利息金額將會以獲批核的貸款金額乘以每月平息及獲批核的貸款期的月數計算,在每月還款額中,利息以價常稱為「78 規則」的程式計算分配(或其他計算程式由本行不時決定)。根據「78 規則」,每月應付利息款額 = 全期利息 × 尚餘還款期數 ÷ 還款期數總和(如 12 個月即 = 12 + 11 +…+2 + 1 = 78)。每月還款額將被約至角位收取。

Profits Tax Loan 利得税貸款

- 2. If the Loan is a Profits Tax Loan, the Loan may be subject to flat interest rate or floating interest rate as set out in this application or in the notification letter by the Bank to the Borrower for the Loan. 如貸款為利得稅貸款,貸款將根據於本申請表或銀行向借款人發出的貸款通知書中訂定以平息或浮息選項計算利息。
- 3. For the Profits Tax Loan subject to a flat interest rate, the principal amount of the Loan, together with the applicable interest amount, will be repaid by equal monthly instalments over the approved Loan tenor, provided that the last instalment shall be the balance outstanding under the Loan. The amount of interest payable under each instalment shall be an amount calculated by multiplying the approved Loan amount by the flat interest rate per month applicable to the Loan and then by the number of months in the approved Loan tenor, apportioned to the instalments based on the formula commonly known as "the Rule of 78" (or such other formula as the Bank may from time to time determine). Based on the Rule of 78, the amount of interest paid each month = Interest for the full term × Remaining number of monthly payments ÷ Sum of the number of monthly instalments in the loan (For 12 monthly payments, the sum of the number of monthly instalments in the loan will be 12+11+...+2+1=78). The monthly repayment amount will be rounded up to one decimal place.

當貸款根據平息計算,貸款的本金與適用的利息將會按已獲批核的貸款期每月平均償還相同還款額,而最後一期還款額為貸款的所有結欠。每期還款額內的償付利息金額將會 以獲批核的貸款金額乘以每月平息及獲批核的貸款期的月數計算,在每月還款額中,利息以慣常稱為「78 規則」的程式計算分配(或其他計算程式由本行不時決定)。根據 「78 規則」,每月應付利息款額 = 全期利息 × 尚餘還款期數 ÷ 還款期數總和(如 12 個月即 = 12 + 11 +…+ 2 + 1 = 78)。每月還款額將被約至角位收取。

- 4. For the Profits Tax Loan subject to a floating interest rate, the repayment of principal and interest of the Loan may be by straight line repayment method or reducing balance repayment method as follows: 當貸款根據浮息計算,本金及利息可選擇以定額供款或遞減供款方式進行還款:
 - (a) Where the straight line repayment method applies, the principal amount of the Loan together with the accrued interest will be repaid by equal monthly instalments over the approved Loan tenor on each monthly instalment payment date, provided that the last instalment shall be the balance of the principal plus applicable interest outstanding under the Loan. Each monthly repayment amount will be rounded up to the nearest dollar. If prior to payment of the final instalment, there occurs a change in the Loan interest rate, the Bank shall have the right to serve notice in writing increasing or reducing (as the case may be) the amount of each outstanding monthly instalment, and monthly instalments of the increased or reduced amount (as the case may be) shall be paid with effect from the date stated in the notice. 當選擇以定額供款方式進行還款,貸款的本金將運同應付利息平均按月於已批核資款期內進行還款,而最後一期還款額為貸款的本金及適用的利息餘額。每月還款將被約至元位收取。若在最後一期還款前,貸款利率有所調整。本行有權以書面通知借款人需增加或減少(按情況而定)尚餘期數的還款額。增加或減少的還款額(按情况而定)將於貸款通知書上列明的日期開始生效。
 - (b) Where the reducing balance repayment method applies, the principal amount of the Loan will be repaid by equal monthly instalments over the approved Loan tenor on each monthly instalment payment date. Interest will be calculated on a daily basis on the outstanding loan principal and payable monthly in arrears on the 28th day of each month. The last instalment at the end of the approved Loan tenor shall be the balance of the principal plus all interest outstanding under the Loan. Each monthly repayment amount will be rounded up to the nearest dollar. 當選擇以遞減供款方式進行還款,貸款的本金將平均按月於已批核貸款期內每月進行還款,利息將會按日計算及須於每月的 28 號價付。而最後一期還款額則為貸款本金的餘數加利息結欠。款額將被約至元位收取。

Other Terms 其他條款

- 5. The first monthly instalment shall be made on the day falling one month after the date the Loan is credited to Repayment Account and subsequent monthly instalments will be made on the same day of each succeeding month. Each monthly instalment will be debited to the Repayment Account automatically each month on the due date. 首次每月還款日將設於貸款額存入還款戶口日之後一個月,其後的每月還款將會在每月的相同日子。每月還款將會在到期日從還款戶口中自動扣取。
- 6. In the event the monthly repayment is returned due to insufficient funds in the Repayment Account, a handling commission will be levied. This commission is currently HKD300 and is subject to the Bank's revision from time to time. The Borrower shall have in the Repayment Account sufficient fund on or before the relevant due dates of the monthly repayment. 如因還款戶口存款不足,以致本行無法扣取還款,本行將徵收逾期還款手續費。逾期還款手續費現時為港幣 300 元,本行可不時作出調整。
- 7. Interest on the Loan amount will be charged and calculated at the interest rate set out in this application or in notification letter for the Loan issued by the Bank to the Borrower. If applicable, "HKD best lending rate" means the Hong Kong Dollar best lending rate to be determined by the Bank from time to time and published at the Bank's public website or is available from the Bank upon request. 貸款金額的利息將按本申請或於由銀行向借款人發出的貸款通知書上列明的借貸利率計算及收取。如適用,「港元最優惠利率」指由本行不時釐訂之港幣最優惠借貸利率,該利率於本行網頁上刊載或可向本行索取。
- 8. Early repayment of the entire amount of the Loan is permissible subject to payment of the outstanding principal amount of the Loan, all accrued but unpaid interest and a sum equal to 5% of the outstanding principal amount of the Loan (Minimum HKD800). 全數貸款可提早價還,但須清付貸款本金餘額、應付而未付的利息及相等於尚欠貸款本金 5%(最低港幣 800 元)的款項。
- 9. Interest will be charged on any sums due but not paid at the rate of (a) 8% per annum over our HKD best lending rate for the Loan subject to floating interest rate or (b) 2% per month for the Loan subject to the flat interest rate, in each case (both before and after judgment) from the due date until the date of actual payment. Such interest will be payable at such intervals as the Bank may determine and at any time upon demand by the Bank. 如未能依期價付每月還款,則須(a)適用於浮息貸款,本行港元最優惠利率年息加 8% 或(b)適用於平息貸款,以月息 2% 按任何逾期未付的還款額繳納利息(包括法律上判決之前或之後),由到期日起計,直至清付還款為止。借款人繳付此項利息的時間由本行決定,並可隨時要求借款人立即繳付此項利息。
- 10. All payments due under the Loan will be debited to the Repayment Account automatically each month on the due date. If a payment would otherwise fall due on a day which is a non-banking day in Hong Kong, payment shall be made on the next banking day in Hong Kong unless such next banking day falls beyond the same month, in which case payment shall be made on the preceding banking day in Hong Kong. 本行將從借款人的還款戶口中每月扣取到期應付的全部款項。倘若到期日並非銀行工作日,本行將會在下一個銀行工作日扣取還款。如果該下一個銀行工作日已屬於下一個月份,本行則會在還款日前一個銀行工作日扣取還款。
- 11. All costs and expenses (including legal fees on a full indemnity basis) incurred by the Bank in connection with the extension of the Loan and any matters arising therefrom are to be reimbursed by the Borrower on demand. The Borrower authorises the Bank to debit the Repayment Account from time to time in paying any such costs and expenses when due.

 本行因批核貸款及由此產生的其他事項而招致的所有成本及費用(包括律師費)將會要求借款人補償。借款人授權本行可不時從還款戶口中扣除此等費用。

E. Terms and Conditions of Business Instalment Loan / Profits Tax Loan / InnoTech Business Instalment Loan (Continued) 中小企分期「快通錢」/ 利得稅貸款/ 創科企業商業貸款之條款及細則(續)

- 2. Where the Borrower is a limited company, the Bank requires a personal guarantee from the Borrower's director and/or principal shareholder as credit support. 如借款人為有限公司,本行會要求其就已獲批核貸款提供有限或無限款額(以擔保人選擇為準)的「個人擔保書」作信貸支援。
- 13. Where the Borrower is a partnership, it is agreed between the partners and the Bank that the partnership shall not be dissolved in the event of any of the partners retiring or ceasing to be a partner of the partnership or there being any change to the constitution of the partnership. Each of the partners shall be jointly and severally liable for the Borrower's obligations and liabilities to the Bank.

 如借款人為合夥經營商號,合夥人與本行已同意其合夥經營商號將不會就任何合夥人退任、終止其與合夥經營商號的合夥人身份或任何合夥經營商號組織變動而解散。
- 14. The Bank may need to obtain the Borrower's consent before it can provide a copy or summary of the Loan, or information on the Borrower's outstanding liabilities to the Bank, to any guarantor or other third party providing security (the "Surety") or to the Surety's advisors. In addition, if the Bank is obliged to make any formal demand for repayment because the Borrower has failed to settle an amount due following a customary reminder, the Bank will also need to provide the Surety with a copy of its demand letter. Whether or not the Bank has made demand, the Bank may also need to provide the Surety with a copy of the latest statement of account and/or to give the Surety details of the Borrower's outstanding liabilities to the Bank, whether actual or contingent. The Borrower hereby consents to the Bank providing any of the aforesaid documents or information to the Surety, to the Surety's solicitors and other professional advisers. 本行需要得到借款人的同意後,才可將其貸款的摘要副本,或借款人的銀行負債資料提供予任何擔保人或提供抵押的其他第三者(保證人)或保證人的顧問。此外,倘若因借款人在接獲逾期還款通知書後,未能償還結欠,本行鄉強設出正式清還貸款的要求,本行將需要向保證人提供追收欠款通知書信的副本。不論銀行有否提出清還貸款的要求,本行亦將需要向保證人提供借款人戶口最近期結單的副本及/或借款人的銀行負債詳情,無論是實際或是或有負債。借款人謹此同意本行向保證人、保證人的律師及其他專業顧問提供上述提及的文件及資料。請注意,倘若不作出此同意,本行將不能辦理有關事項。
- 15. The Bank has certain limitations on advances to persons related to HSBC Group. The Borrower should, to the best of its knowledge, advise the Bank whether it is in any way related or connected to the HSBC Group. In the absence of such advice, the Bank will assume that the Borrower is not so related or connected. The Bank would also ask, that if the Borrower become aware that it becomes so related or connected in future, that the Borrower immediately advises the Bank in writing. 銀行對於向與其有關人士放款作出一定限制。借款人需就其一切所知通知本行,借款人是否與滙豐集團有任何關連;如無該通知,本行將假設借款人與滙豐集團沒有關連。倘若在遞交此申請表後,借款人發現自身與滙豐集團有任何關連,借款人將儘速以書面通知本行。
- 16. The amounts or percentage of fee, charges and interest rate applicable to the Loan will be as set out in this application or stipulated in the notification letter issued by the Bank to the Borrower for the Loan or notified by the Bank to the Borrower by other means. The Bank reserves the right to alter these Terms and Conditions and such amounts, percentage, fee, charges and interest rate, as well as impose new fee and charges, from time to time and may notify the Borrower of such alteration or imposition by the Bank. The Borrower will be bound by such alteration or imposition unless the Loan is cancelled and repaid in full before the date upon which it is to have effect. 有關貸款的費用、服務收費及利息的金額或百分率均列於此申請表內或貸款通知書內或以其他方式通知借款人。本行保留權利,可不時修訂此等條款及細則、該等金額、百分率、費用、收費及利率,以及徵收任何新費用,並以本行認為適當的方式將此等修訂通知借款人。借款人須受此等認為適當方式的修訂約束,借款人須受此等修訂約束,除非借款人於任何修訂生效前將貸款取消並全數還清,則作別論。
- 17. In case of any dispute in connection with the Loan, the Bank's decision shall be final. 有關貸款的任何爭議,本行保留最終決定權。
- 18. The Loan is granted on an uncommitted basis. The Loan is subject to review by the Bank at any time and to the Bank's overriding right of suspension and withdrawal at any time. The Bank shall have an unrestricted discretion to determine whether or not to permit utilisation of the Loan. Notwithstanding any other terms in this application, the Bank has the overriding right at its absolute discretion to require immediate repayment of all amount outstanding with respect to the Loan, together with all accrued interest, at any time. 儘管已按照此處其他條款的規定,本行可隨時對借款人的貸款作出覆檢,並有權暫停及撤銷。本行具無被約束的自主權以決定是否准許借款人使用貸款。本行並可全權決定隨時要求借款人立刻清還有關貸款的總結欠及所有利息。
- 19. In the event of any inconsistency between these Terms and Conditions and the terms set out in the notification letter issued by the Bank to the Borrower for the Loan (as the case may be), the latter shall prevail. 如本條款與細則與貸款通知書所設定的條款不一致(按情況而定),以後者為準。
- 20. In the event that the Borrower maintains any other facilities with the Bank, unless otherwise specified by the Bank, such other facilities will not be affected by the granting of the Loan and all terms and conditions relating to such facilities shall remain unchanged. 如借款人在本行已有其他信貸安排,除非本行另外聲明,否則該等其他信貸將不會受此批核貸款影響,而其相關的條款與細則將會維持不變。
- 21. These Terms and Conditions shall be governed by the laws of the Hong Kong Special Administrative Region. 本條款及細則受香港特別行政區法律所管轄。
- 22. No person other than the Bank and the Borrower will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions. 除本行及借款人以外,並無其他人士有權投《合約(第三者權利)條例》強制執行本條款及細則的任何條文,或享有本條款及細則的任何條文下的利益。

F. Banking (Exposure Limits) Rules (Cap. 155S) 銀行業(風險承擔限度)規則(第 155S 章)

The Borrower may be considered as related or connected to the HSBC Group if you/it are/is: 借款人會被視為滙豐集團的關連人士,如果借款人是

- a) a director, employee, controller or minority shareholder controller, of a member of the HSBC Group; 滙豐集團旗下成員的董事、僱員、控權人或小股東控權人;
- c) a firm, partnership or non-listed company in which a member of the HSBC Group or any of the following entities is interested as director, partner, manager or agent: 滙豐集團的任何董事,或董事的任何親屬以董事、合夥人、經理或代理人的身分而有利害關係的任何商號、合夥或非上市公司;
 - (i) a controller, minority shareholder controller or director of a member of the HSBC Group; 滙豐集團旗下成員的控權人,小股東控權人或董事;
 - (ii) a relative of a controller, minority shareholder controller or director of a member of the HSBC Group; or 滙豐集團旗下成員的控權人,小股東控權人或董事的親屬;或
- d) a natural person, firm, partnership or non-listed company to whom a member of the HSBC Group has provided a financial facility if any of the following entities is a guarantor of the facility: 滙豐集團旗下成員向其提供金融融資的自然人、商號、合夥或非上市公司,而以下任何實體是該融資的擔保人:
 - (i) a controller, minority shareholder controller or director of a member of the HSBC Group; 滙豐集團旗下成員的控權人,小股東控權人或董事;
 - (ii) a relative of a controller, minority shareholder controller or director of a member of the HSBC Group. 滙豐集團旗下成員的控權人,小股東控權人或董事的親屬。

Relevant definitions 相關定義

- 1) A person has "control" if such person is: 可「控稿」的人士為:
 - (A) an indirect controller, that is, in relation to a company, any person in accordance with whose directions or instructions the directors of the company or of another company of which it is a subsidiary are accustomed to act, or 間接控權人,就任何公司而言,指所發出的指示或指令獲得該公司的董事、或以該公司為附屬公司的另一間公司的董事慣常按照行事的任何人,或
 - (B) a majority shareholder controller, that is, in relation to a company, any person who, either alone or with any associate or associates, is entitled to exercise, or control the exercise of, more than 50% of the voting power at any general meeting of the company or of another company of which it is a subsidiary, 大股東控權人,就任何公司而言,指在該公司的任何大會上,或在以該公司為附屬公司的另一間公司的任何大會上,單獨或連同任何一名或多於一名相聯者有權行使超過50%表決權或有權控制超過50%表決權的行使的任何人,

and "controller" means either an "indirect controller" or a "majority shareholder controller". 及「控權人」一詞指「間接控權人」或「大股東控權人」。

- 2) "employee" includes permanent full time, permanent part-time, fixed-term full time, fixed-term part-time staff and international assignees. 「偏員 | 包括全職,兼職,短期合約或跨國代理人。
- 3) "HSBC Group" means HSBC Holdings plc, its subsidiaries, related bodies corporate, associated entities and undertakings and any of their branches and member or office of the HSBC Group shall be construed accordingly.

「滙豊集團」一併及分別地指滙豐控股有限公司,其附屬公司、子公司、聯營單位及彼等的任何分行及辦事處。

F. Banking (Exposure Limits) Rules (Cap. 155S) (Continued)

銀行業(風險承擔限度)規則(第 155S 章)(續)

- 4) "minority shareholder controller" in relation to a company, means any person who, either alone or with any associate or associates, is entitled to exercise, or control the exercise of, 10% or more, but not more than 50%, of the voting power at any general meeting of the company or of another company of which it is a subsidiary. 「小股東控權人」就任何公司而言,指在該公司的任何大會上,或在以該公司為附屬公司的另一間公司的任何大會上,單獨或連同任何一名或多於一名相聯者有權行使不少於 10% 但不超過 50% 表決權或有權控制不少於 10% 但不超過 50% 表決權的行使的任何人。
- 5) "relative" in relation to a natural person, means the following: 「親屬」指:
 - (A) a parent, grandparent or great grandparent; 父母、祖父母或外祖父母、或曾祖父母或外曾祖父母;
 - (B) a step-parent or adoptive parent; 繼父母或領養父母;
 - (C) a brother or sister; 兄弟或姊妹;
 - (D) the spouse; 配偶;
 - (E) if the person is a party to a union of concubinage the other party of the union; 如該人是夫妾關係的一方一該關係中的另一方;
 - (F) a cohabitee; 同居伴侶;
 - (G) a parent, step-parent or adoptive parent of a spouse; 配偶的父母、繼父母或領養父母;
 - (H) a brother or sister of a spouse; 配偶的兄弟或姊妹;
 - (I) a son, step-son, adopted son, daughter, step-daughter or adopted daughter; or 子、繼子、女、繼女或領養子女;
 - (J) a grandson, granddaughter, great grandson or great granddaughter. 孫或孫女、外孫或外孫女、曾孫或外曾孫、曾孫女或外曾孫女。

G. Declaration of the Applicant 申請人聲明

Note 注意: For a limited company, this section should be signed by the authorised signatories of the applicant in accordance with the terms of its account mandate given to the Bank. The person(s) signing here must be different from the chairman who signs the Certificate of Due Authorisation below unless the company has no other director other than such person(s). 如申請人是有限公司,本部分須由根據已提交與銀行的戶口授權書的條款獲公司授權的簽署人簽署。簽署本部分的人士不得為簽署下文正式授權證明書的主席,除非貴公司除此人士外並無其他董事。

- 1. I/We certify that the information provided to the Bank in this application is accurate to my/our best knowledge. I/We acknowledge that such information will be used for this application and other purposes that The Hongkong and Shanghai Banking Corporation Limited (the "Bank") deems appropriate. 本人/本公司證明根據本人/本公司所知,在本表格內所提供的資料乃全屬正確。本人/本公司確認該等資料乃用於此申請,以及香港上海滙豐銀行有限公司(下稱「貴行」)認為合適的其他用途。
- 2. Without prejudice to paragraph 3 below or the rights of the Bank under any other agreement with me/us, I/we acknowledge and agree that all data relating to me/us, our directors, shareholders, or other officers, proposed guarantors or security providers and/or related individuals which are provided by me/us at the Bank's request or collected in the course of dealings between me/us and the Bank (the "Data") may be used and retained by the Bank and disclosed to any agent, contractor or service provider of the Bank, any actual or proposed transferee of the requested facility, any member of the HSBC Group and such other third parties as the Bank considers reasonably necessary (in each case whether within or outside Hong Kong) (collectively, "permitted disclosees") for the purpose of: 在不影響第 3 條或銀行在其與本人/本公司簽訂的任何其他協議下的權利的前提下,本人/本公司確認並同意所有由本人/本公司應責行要求或責行與本人/本公司來往時取得關於本人/本公司、本公司董事、股東、職員、建議的擔保人、抵押品提供者及/或其他人等的資料(「資料」)皆可被責行使用、儲存及向任何責行指派的代理人或服務提供者,任何實際或可能的負款受轉讓者,滙豐集團成員及其他責行認為有理由需要的第三者(包括在香港或香港以外的上述人士/機構)(統稱為「許可人士」)披露作以下用途:
 - the daily operation of the services and credit facilities provided to me/us; 為本人/本公司提供服務和信貸便利所涉及的日常運作;
 - conducting matching procedures as defined in the Personal Data (Privacy) Ordinance; 進行核對程序 {由〔個人資料(私隱)條例〕所界定} ;
 - evaluating me/us for granting of facility; 審批本人/ 本公司的貸款申請;
 - marketing; 市場推廣;
 - providing banker's or credit references in respect of me/us; 就本人/ 本公司而提供銀行或信貸評介;
 - complying with laws, regulations or judicial process;符合法例及司法程序的要求;
 - purposes relating to any of the above. 與上述有關的用途。
- 3. I/We hereby acknowledge and agree that, subject to paragraph 4 or 5 below (as the case may be), any information with respect to me/us which is provided by me/us at the Bank's request or collected in the course of dealings between me/us and the Bank may be disclosed to, or used and retained by any credit reference agency or similar service provider for the purpose of verifying such information or enabling them to provide such information to other institutions:

本人/本公司謹此確認並同意,在符合第 4 或 5 條(以適用者為準)規定的前提下,本人/本公司應貴行的要求所提供有關本人/本公司的任何資料,或於本人/本公司與貴行進行交易過程中被收集的有關本人/本公司的任何資料,均可披露予任何信貸資料服務機構或類似服務提供者,或由之使用及保存,以達到核證該等資料的目的,或以達到任何上述機構向其他機構提供該等資料:

- (a) in order that they may carry out credit and other status checks in respect of me/us in my/our capacity as applicant for, or guarantor of, credit facilities; and 以便其他機構可以對本人/本公司作為信貸額度的申請人或擔保人,進行信貸及其他狀況調查;及
- (b) for the purposes of reasonable monitoring of any indebtedness while there is a current default by me/us as borrower or guarantor. 以達到在本人/本公司作為借款人或擔保人而出現失責之時,對任何債務作出合理監控的目的。
- 4. (Applicable to limited company only 只適用於有限公司)
 - (i) I/We may by giving the Bank 90 days' notice in writing, (which will take effect from the date of receipt by the Bank) revoke the consent contained in paragraph 3. 本人/本公司可向貴行提前 90 天,以書面形式發出撤銷第 3 條所載同意的通知書(「撤銷通知書」),有關通知期將由貴行收訖撤銷通知書之日起計算。
 - (ii) If I/we give notice to revoke the consent given pursuant to paragraph 3 in accordance with paragraph 4(i): 假如本人/本公司根據第 4 (i) 條的規定,發出撤銷通知書以撤銷在第 3 條項下所作同意:
 - (a) subject to paragraphs (ii) (f) and (g) below, the Bank may continue to disclose information pursuant to paragraph 3 until the notice of revocation given pursuant to paragraph 4(i) expires; 貴行可以繼續依據第 3 條的規定披露資料,直至在第 4 (i) 條項下的通知期屆滿為止,唯須符合下文第 (ii) (f) 及 (g) 條的規定;
 - (b) the Bank may notify all persons to whom the Bank is permitted to disclose information pursuant to paragraph 3 of the fact that a notice of revocation has been given pursuant to paragraph 4(i);

貴行可以通知其依據第 3 條獲准向之披露資料的全體人士,本人/本公司已依據第 4 (i)條發出撤銷通知書的事實;

- (c) the Bank may regard the notice of revocation served on the Bank as also applying to the consent I/we have previously given in respect of all other credit facilities granted to me/us; 貴行可以將送達貴行的撤銷通知書,當作同樣適用於本人/本公司之前就本人/本公司獲授予所有其他信貸額度所作出的同意處理;
- (d) the Bank may terminate any facilities extended to me/us with effect from the date to be advised by the Bank; 貴行可以由貴行通知的生效日期起,終止授予本人/本公司的任何信貸額度;
- (e) the credit reference agency or similar service provider may continue to retain information provided to it by the Bank in its internal archive for its internal use but not for provision of such information to other institutions when they seek credit reports; 信貸資料服務機構或類似服務提供者可以繼續將由貴行所提供的資料存檔及作內部用途,但該等資料不得披露予尋求信貸報告的其他機構;
- (f) the Bank may continue to provide information relating to hire purchase and leasing transactions and loans to wholesalers and retailers to finance the acquisition of stock in trade to the credit reference agency or similar service provider notwithstanding revocation of the consent referred to in paragraph 4(i) above; and 儘管本人/本公司已按照上文第 4 (i) 條的規定撤銷同意,責行仍可以繼續向信貸資料服務機構或類似服務提供者,提供有關租購及出租交易及授予批發商及零售商作為購入存貨之用的融資貸款的資料;及

G. Declaration of the Applicant (Continued) 申請人聲明(續)

- (g) the credit reference agency or similar service provider may continue to provide information relating to hire purchase and leasing transactions and loans to wholesalers and retailers to finance the acquisition of stock in trade and information which is a matter of public record notwithstanding the revocation of the consent referred to in paragraph 4(i) above. 儘管本人/本公司已按照上文第 4 (i) 條的規定撤銷同意,信貸資料服務機構或類似服務提供有例可以繼續提供有關租購及出租交易及授予批發商及零售商作為購入存貨之用的融資貸款的資料及屬於公眾記錄的資料。
- (iii) Subject to paragraph 4(i) and (ii), the consent contained in paragraph 3 shall remain in effect; 在符合第 4 (i) 及 (ii) 條的規定的前提下:
 - (a) as long as I/we maintain an account relationship with the Bank and for a period of five years thereafter; or 第 3 條所載的同意書在本人/ 本公司與貴行維持客戶關係期間維持有效,並在結束所有關係後五年內仍然有效;或
 - (b) if later, for the period of five years after the date of settlement following a payment default of more than sixty days. 倘若出現逾期供款超過 60 日,第 3 條所載的同意書則在結清拖欠超過 60 日的欠款的日期之後五年內仍然有效,以較遲者為準。
- 5. (Applicable to sole proprietorship/partnership only 只適用於獨資經營商號/合夥經營商號)

Under and in accordance with the terms of the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Personal Data (Privacy) Ordinance, I/we have the right, upon satisfactory termination of the loan by full repayment (other than payment by refinancing of the debt balance on the loan by the Bank) and on condition that there has been, within 5 years immediately before such termination, no material default under the loan as determined by the Bank, to instruct the Bank to make a request to the relevant credit reference agency to delete from its database any account data relating to the terminated loan. 根據個人資料(私隱)條例中的條款及根據個人資料(私隱)條例核准和發出的個人信貸資料實務守則,本人/本公司有權於欠賬全數清選(由責行借新還舊而得以全數清選的情況除外)並終止貸款,及於緊接終止貸款前五年內沒有實則性欠賬(以責行決定為準)的情況下,指示責行要求有關資信調查機構在其信貸資料庫內刪除任何有關該等已終止貸款的資料。

- 6. (Applicable to sole proprietorship/partnership only 只適用於獨資經營商號/合夥經營商號)
 - I/We undertake to notify the Bank in writing of any change to the constitution of the business including any change in the persons comprising the business immediately upon such change taking effect. 當有任何商號組織變動包括任何獨資經營商號持有人 / 合夥人變動‧本人 / 本公司同意儘速以書面通知貴行৽
- 7. This application supersedes any previous Customer Consent Form previously signed by me/us. The acknowledgement and agreement contained in this application are in addition to and do not affect any agreement or consent contained in the Bank's account documentation and/or standard terms and conditions. 本同意書取代本人 / 本公司之前所簽署的任何共用信貸資料 客戶同意書。本同意書所載的確認及協議乃附加於貴行的賬戶文件及 / 或標準條款及條件 · 並對該等文件所載的協議或同意不構成任何影響。
- 8. I/We confirm that I/we have obtained the consent of the persons referred to in paragraph 2 above to the provision of the Data as provided above. I/We will indemnify and hold the Bank harmless from all costs, penalties, damages and other losses incurred as the result of this confirmation being untrue and any other breach of the terms of this application. 本人/本公司確認本人/本公司已得到第 2 條所述的人士同意根據上述條款提供資料。因本確認不真確及其他違反此申請表的條款所引致的所有費用、罰款、損害及其他損失,概由本人/本公司承擔。
- 9. I/We hereby agree that the Bank reserves the right to, at any time, obtain further information/document from me/us. 本人/本公司同意貴行保留向申請人索取更多資料/文件的權利。
- 10. I/We understand that approval of this application and the Loan amount and the loan tenor (if applicable), to be granted shall be at the sole discretion of the Bank provided that the Loan amount and the loan tenor (if applicable), so granted will not be greater than that requested by me/us without my/our consent. I/We understand that the Bank will notify me/us of its decision on this application within thirty days after a duly completed application, together with all required documents, have been submitted.

本人/本公司理解貴行可全權決定是否接受此貸款申請、貸款金額和貸款期(如適用)。倘若所批核的貸款金額及貸款期(如適用)不超過本人/本公司的要求,貴行毋須徵求本人/本公司的同意。貴行對此申請的決定,本人/本公司明白貴行將會在收到已填妥的申請表連同所需文件後 30 日內通知本人/本公司。

- 11. I/We hereby agree that the credit limit may only be made available to me/us: 本人/ 本公司同意, 貴行只會在下列情況下方向本人/ 本公司提供信貸額:
 - (i) if I/we meet the Bank's credit criteria including a satisfactory result from a commercial credit reference agency upon a credit checking by the Bank after receipt of this Form; 本人/本公司符合貴行的信貸條件,包括貴行收到本表格後進行信貸調查時,確定本人/本公司於商業信貸資料庫擁有良好信貸紀錄;
 - (ii) if there has been no breach of any of the terms set out or referred to in this application. 本人/本公司並無違反本表格所載的任何條款。
- 12. I/We understand that this application, once submitted, is not revocable and cannot be cancelled by me/us without the Bank's prior consent. If this application is approved, I/we hereby authorise the Bank to credit the Loan in the amount approved by the Bank, after deducting the applicable handling fee, to my/our above designated repayment account without further notice of reference to me/us.

本人/本公司明白此申請一旦提交,在未得貴行預先同意前,本人/本公司不可撤除及取消。倘如貴行已批核此申請,本人/本公司謹此授權貴行將已批核的貸款金額,於扣除適當手續費後存入本人/本公司指定的還款戶口,而毋須另行通知本人/本公司。

- 13. I/We declare that I/we am/are not delinquent in repaying any credit facilities with any financial institution, I/we am/are not a bankrupt or discharged bankrupt/insolvent or in liquidation, I/we have no intention to declare bankruptcy or commence voluntary winding-up and I/we am/are not aware of any bankruptcy/winding-up proceedings started against me/us. 本人/本公司聲明本人/本公司並無拖欠任何財務機構的債務。本人/本公司並非破產或曾經破產或無力 償還債務或倒閉。本人/本公司無意申請破產或展開自願性清盤。據現時本人/本公司所知,並無任何有關本人/本公司的破產申請或自願性清盤申請在進行中。
- 14. I/We hereby agree that if my/our above designated repayment account for the Loan is cancelled, I/we will provide another appropriate account with the Bank as substitute. 本人/本公司同意若本人/本公司取消上述指定的還數戶口,則須安排另一合適的貴行戶口作取代。
- 15. I/We have read, and hereby agree to, the Terms and Conditions of Business Instalment Loan / Profits Tax Loan / InnoTech Business Instalment Loan and other terms and conditions set out or referred to in this application, which will apply to the Loan if approved by the Bank.

 本人/ 本公司已經閱讀及同意中小企分期「快通錢」/ 利得稅貸款/ 創科企業商業貸款之條款及細則及其他於本申請指明的條款與細則,將適用於貴行所批核的貸款。
- 16. I/We acknowledge that I/we have been provided with a copy of the Bank's "Notice Relating to Personal Data (Privacy) Ordinance". I/We confirm that I/we have read and understood the terms and conditions contained in the said Notice. I/We further agree that the Bank may use and disclose all personal data about me/us that the Bank currently or subsequently hold for the purposes as set out in the said Notice.

 本人/本公司確認貴行已向本人/本公司提供一份《關於個人資料(私隱)條例的通知》。本人/本公司確認本人/本公司已參閱及明白該通知的條款及細則,並同意貴行可以根據列載於該通知的用途,而使用和披露貴行目前或隨後持有的有關本人/本公司的所有個人資料。
- 17. I/We understand that the Bank does not appoint any third parties to this loan application to it and I/we hereby confirm that this application was not referred by a third party. 本人/本公司明白貴行並沒有委託任何第三方轉介此貸款申請至貴行且確認是次申請並非由第三方轉介。

Signed by and on behalf of the Applicant 代表申請人簽署

X Signature 簽署 Name 姓名:

Signature Date 簽署日期:

X

Signature 簽署 Name 姓名:

Signature Date 簽署日期:

H. Certificate of Due Authorisation (For Limited Company Only) 正式授權證明書(只適用於有限公司)

I, the director of the Applicant, hereby certify that the following Board of Directors resolutions of the Applicant were passed on 本人,作為申請人公司董事,謹此證明申請人公司已於		
通過下列董事會決議案:		
1. The director(s), whose name and signature appear above in this application, be authorised to sign and submit this application on behalf of the Applicant; and 名字及簽署見於本貸款申請的公司董事獲授權代表申請人公司簽署及遞交本貸款申請;及		
2. The director(s), whose name and signature appear above in this application, be authorised to enter into the Loan (as defined in the Terms and Conditions in Section E above) (the "Loan") and all related transactions on behalf of the Applicant and to agree the terms and conditions relating to the Loan with the Bank on behalf of the Applicant and to make amendment or variation in relation thereto from time to time (including any new or increased facilities); and 名字及簽署見於本貸款申請的公司董事獲授權代表申請人公司同意本貸款(於 E 部分闡明的條款及細則)(「貸款」)的條款及細則或其後有關不時的修訂或變更(包括任何新加或增加的貸款);及		
B. Details of this resolution be communicated to the Bank and remain in force until an amending resolution shall have been passed by the Applicant's Board of Directors and a certified copy thereof shall have been received by the Bank. 本決議案的詳情已通知貴行,並將一直生效直至申請人公司的董事會通過修訂決議案,而貴行已收到該修訂決議案的真確副本。		
I further certify that the Applicant has the power to borrow and details of the above resolution has been entered into the Minute Book of the Applicant and signed therein by the sole director or chairperson of the board of directors meeting (as the case may be) and are in accordance with the Applicant's Articles of Association or equivalent constitutional documents. 本人並證明,本公司有權借款,而上述決議案的詳情已記錄在申請人公司的會議記錄中,並由申請人公司唯一董事或該次董事會會議的主席簽署,符合申請人公司的公司章程大綱及細則,或等效的組織章程文件的規定。		
x		
Signature (Sole Director or Chairperson of the Board of Directors Meeting) 簽署(獨立董事或董事會主席會議)		
Name 姓名: Date 日期:		

For Bank Use Only 銀行專用					
	Staff ID	☐ BB Centre	Interest Rate	★ Approved by	
			% flat rate		
		☐ BIB ☐ IBB ☐ CMB GSC	per month		
Branch	Staff Name	For New to Bank customer	Handling Fee		
		☐ AIP - Approved			
	Loan Amount Granted	☐ AIP - Declined	% per annum		
	HKD	☐ AIP - Cancelled			
	Note: * Only applicable if concess	ion rate is offered.			
CLT CCS	Loan Account Number:				

The Hongkong and Shanghai Banking Corporation Limited 香港上海滙豐銀行有限公司

SUPPLEMENTAL TERMS AND CONDITIONS FOR THE DEDICATED PROGRAMME UNDER BUSINESS INSTALMENT LOAN 中小企分期「快通錢」下專屬計劃的補充條款及細則

These Supplemental Terms and Conditions for the Dedicated Programme under Business Instalment Loan ("Supplemental Terms and Conditions") supplements the Terms and Conditions of Business Instalment Loan/Profits Tax Loan/InnoTech Business Instalment Loan and other applicable terms and conditions ("BIL Terms and Conditions") set out in the "Application Form for Business Instalment Loan/Profits Tax Loan/InnoTech Business Instalment Loan" ("Application Form"). Any application for the Dedicated Programme under Business Instalment Loan ("Dedicated Programme") offered by The Hongkong and Shanghai Banking Corporation Limited ("Bank") shall be subject to these Supplemental Terms and Conditions and the BIL Terms and Conditions.

本中小企分期「快通錢」下專屬計劃的補充條款及細則(「**本補充條款及細則**」)為中小企分期「快通錢」/利得稅貸款/創科企業商業貸款申請表格(「**申請表**」)中所列明的中小企分期「快通錢」/利得稅貸款/創科企業商業貸款之條款及細則及其他適用的條款及細則(「**「快通錢」條款及細則**」)的補充。任何由香港上海滙豐銀行有限公司(「**銀行**」)提供的中小企分期「快通錢」下專屬計劃(「專屬計劃」)的申請均受本補充條款及細則及「快通錢」條款及細則的約束。

Purpose 目的

The purpose of this Dedicated Programme is to offer preferential pricing and handling fee waiver of Business Instalment Loan to Commercial Banking
customers of the Bank which have successfully obtained approval under various funding programmes (each, an "Eligible Funding Programme") set up by
the Government of the Hong Kong Special Administrative Region.

專項計劃的目的是向成功獲批香港特別行政區政府設立的資助計劃(「**合資格資助計劃**」)的銀行工商金融客戶就中小企分期「快通錢」提供優惠利率及豁免手續費。

Eligibility 申請資格

- 2. The applicant ("**Applicant**") of the Dedicated Programme must have successfully obtained approval under any one of following Eligible Funding Programmes: 專屬計劃的申請人(「**申請人**」)必須已成功獲批以下任何一項合資格資助計劃:
 - (a) Technology Voucher Programme ("TVP") by the Innovation and Technology Commission; 創新科技署的「科技券」(「TVP」)
 - (b) Dedicated Fund on Branding, Upgrading and Domestic Sales ("BUD") by the Trade and Industry Department; or 工業貿易署的「發展品牌、升級轉型及拓展內銷市場的專項基金」(「BUD」);或
 - (c) SME Export Marketing Fund ("EMF") by the Trade and Industry Department. 工業貿易署的「中小企業市場推廣基金」(「EMF」)。
- 3. In Section B of the Application Form, the Applicant shall provide (i) the relevant programme code in accordance with the below table; and (ii) the reference number, application number or approval number of an Eligible Funding Programme assigned to the Applicant which has obtained approval under the Eligible Funding Programme: 申請人須於申請表的 B 部分提供 (i) 下表列明的相關計劃編號;及(ii) 合資格資助計劃下向獲批該等計劃的申請人所分配的參考編號、申請編號或批核編號:

Programme Name 計劃名稱	Programme Code 計劃編號
TVP	GTVP1
BUD	GBUD1
EMF	GEMF1

4. The Bank reserves its right to require the Applicant to provide a certificate or an approval letter or any other document issued by the Innovation and Technology Commission, the Trade and Industry Department and/or relevant Government bureaux or departments under the respective Eligible Funding Programme(s) as evidence of the Applicant's eligibility for this Dedicated Programme. 銀行有權要求申請人提供由創新科技署、工業貿易署及/或有關政府政策局或部門就相應的合資格資助計劃發出的證書、確認函或任何其他文件以證明申請人合資格申請本專屬計劃。

Offer 優惠

5. The successful Applicant (the "**Borrower**") for the Dedicated Programme will enjoy the following preferential terms for the Business Instalment Loan: 成功獲批專屬計劃的申請人(「**借款人**」)可就中小企分期「快通錢」獲得以下優惠條款:

Interest rate 利率	0.38% flat per month 每月平息 0.38% APR = 8.86% 年利率 = 8.86%	
Handling fees 手續費	Waived 豁免	

Except for handling fees for the Business Instalment Loan, all other costs, expenses, charges, handling commission will continue to apply in accordance with the BIL Terms and Conditions. 除中小企分期「快通錢」的手續費外,所有其他成本、支出、費用、佣金將按照「快通錢」條款及細則繼續適用。

Other Terms and Conditions 其他條款及細則

- 6. Unless otherwise defined herein, the terms defined in the Application Form shall have the same meanings when used in these Supplemental Terms and Conditions. 除非本補充條款及細則中另有定義,否則在申請表中定義的詞語於本補充條款及細則內使用時具有相同的意義。
- 7. The Bank reserves the right to alter these Supplemental Terms and Conditions and such amounts, percentage, fee, charges and interest rate, as well as impose new fee and charges, from time to time and may notify the Borrower of such alteration or imposition by the Bank. The Borrower will be bound by such alteration or imposition unless the Business Instalment Loan is cancelled and repaid in full before the date upon which such alteration or imposition is to have effect. 銀行保留權利,可不時修訂本補充條款及細則、該等金額、百分率、費用、收費及利率,以及徵收任何新費用,並以銀行認為適當的方式將此等修訂通知借款人。借款人須受此等修訂或額外收費約束,除非借款人於任何此等修訂或額外收費生效前將中小企分期「快通錢」取消並全數還清,則作別論。
- 8. In case of any inconsistency between these Supplemental Terms and Conditions and the BIL Terms and Conditions set out in the Application Form, these Supplemental Terms and Conditions shall prevail to the extent of such inconsistency. In case of any inconsistency between these Supplemental Terms and Conditions and the terms and conditions set out in the notification letter issued by the Bank to the Borrower for the Business Instalment Loan, such terms and conditions set out in the notification letter shall prevail to the extent of such inconsistency.
 - 如本補充條款及細則與申請表中列明的「快通錢」條款及細則有任何不一致之處,就該不一致之處而言以本補充條款及細則爲準。如本補充條款及細則與銀行就中小企分期「快通 錢」向借款人發出的貸款通知書中的條款及細則有任何不一致之處,就該不一致之處而言以該貸款通知書中的條款及細則爲準。
- 9. These Supplemental Terms and Conditions shall be governed by the laws of the Hong Kong Special Administrative Region. 本補充條款及細則受香港特別行政區法律所管轄。

The Hongkong and Shanghai Banking Corporation Limited 香港上海滙豐銀行有限公司

SUPPLEMENTAL TERMS AND CONDITIONS FOR THE DEDICATED PROGRAMME UNDER BUSINESS INSTALMENT LOAN (For Programme of Merchant of Octopus)

中小企分期「快通錢」下專屬計劃的補充條款及細則(八達通商戶計劃)

These Supplemental Terms and Conditions for the Dedicated Programme under Business Instalment Loan ("Supplemental Terms and Conditions") supplements the Terms and Conditions of Business Instalment Loan/Profits Tax Loan/InnoTech Business Instalment Loan and other applicable terms and conditions ("BIL Terms and Conditions") set out in the "Application Form for Business Instalment Loan/Profits Tax Loan/InnoTech Business Instalment Loan" ("Application Form"). Any application for the Dedicated Programme under Business Instalment Loan ("Dedicated Programme") offered by The Hongkong and Shanghai Banking Corporation Limited ("Bank") shall be subject to these Supplemental Terms and Conditions and the BIL Terms and Conditions.

本中小企分期「快通錢」下專屬計劃的補充條款及細則(「**本補充條款及細則**」)為中小企分期「快通錢」/利得稅貸款/創科企業商業貸款申請表格(「**申請表**」)中所列明的中小企分期「快通錢」/利得稅貸款/創科企業商業貸款之條款及細則及其他適用的條款及細則(「**「快通錢」條款及細則**」)的補充。任何由香港上海滙豐銀行有限公司(「**銀行**」)提供的中小企分期「快通錢」下專屬計劃(「專**屬計劃**」)的申請均受本補充條款及細則及「快通錢」條款及細則的約束。

Purpose 目的

1. The purpose of this Dedicated Programme is to offer preferential pricing for Business Instalment Loan to Commercial Banking customers of the Bank which are existing merchants of Octopus Cards Limited ("Octopus") with valid consent to share their data in Octopus to the Bank for specified purpose. 專項計劃的目的是向現為八達通卡有限公司(「八建通」)商戶的銀行工商金融客戶提供優惠利率。八達通必須取得該客戶的有效同意就指明目的向銀行披露其於八達通的資料。

Eligibility 申請資格

- 2. The applicant ("**Applicant**") must fulfill all of the following criteria to be eligible for the Dedicated Programme: 申請人(「**申請人**」)必須具備以下所有條件以符合專屬計劃的申請資格:
 - (a) be an existing merchant of Octopus; and 為八達通的現有商戶;及
 - (b) have duly signed a data sharing consent form prescribed by Octopus and validated by Octopus. 已妥為簽署一份由八達通提供及視為有效的資料披露同意書。

Supplements 補充

3. In Section B of the Application Form, the Applicant shall provide (i) the relevant programme code in accordance with the below table; and (ii) the unique Merchant ID assigned to the Applicant from Octopus: 申請人須於申請表的 B 部分提供 (i) 下表列明的相關計劃編號:及 (ii) 八達通向申請人分配的獨有商戶編號:

Programme Name 計劃名稱	Programme Code 計劃編號	
Octopus Merchant Financing	COMF1	
八達通商戶融資	COMFI	

4. In Section B of the Application Form, the "Interest Rate" includes a fee (the "Octopus Data Fee") in respect of the data sharing from Octopus with valid consent. 在申請表的 B 部分,「利率」包括八達通作出有效同意並披露資料的費用(「八連通資料手續費」)。

Offer 優惠

5. The successful Applicant (the "**Borrower**") for the Dedicated Programme will enjoy the following preferential terms for the Business Instalment Loan: 成功獲批專屬計劃的申請人(「**借款人**」)可就中小企分期「快通錢」獲得以下優惠條款:

Interest rate 利率	0.35% flat per month	每月平息 0.35%
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All costs, expenses, charges, handling commission will continue to apply in accordance with the BIL Terms and Conditions. 所有成本、支出、費用、佣金將按照「快通錢」條款及細則繼續適用。

Other Terms and Conditions 其他條款及細則

- 6. Unless otherwise defined herein, the terms defined in the Application Form shall have the same meaning when used in these Supplemental Terms and Conditions. 除非本補充條款及細則中另有定義,否則在申請表中定義的詞語於本補充條款及細則內使用時具有相同的意義。
- 7. The Bank reserves the right to alter these Supplemental Terms and Conditions and such amounts, percentages, fee, charges and interest rate, as well as impose new fee and charges, from time to time and may notify the Borrower of such alteration or imposition by the Bank. The Borrower will be bound by such alteration or imposition unless the Business Instalment Loan is cancelled and repaid in full before the date upon which such alteration and imposition is to have effect. 銀行保留權利,可不時修訂本補充條款及細則、該等金額、百分率、費用、收費及利率,以及徵收任何新費用,並以銀行認為適當的方式將此等修訂通知借款人。借款人須受此等修訂或額外收費約束,除非借款人於任何此等修訂或額外收費生效前將中小企分期「快通錢」取消並全數還清,則作別論。
- 8. In case of inconsistency between these Supplemental Terms and Conditions and the BIL Terms and Conditions set out in the Application Form, these Supplemental Terms and Conditions shall prevail to the extent of such inconsistency. In case of any inconsistency between these Supplemental Terms and Conditions and the terms and conditions set out in the notification letter issued by the Bank to the Borrower for the Business Instalment Loan, such terms and conditions set out in the notification letter shall prevail to the extent of such inconsistency.
 - 如本補充條款及細則與申請表中列明的「快通錢」條款及細則有任何不一致之處,就該不一致之處而言以本補充條款及細則爲準。如本補充條款及細則與銀行就中小企分期「快通 錢」向借款人發出的貸款通知書中的條款及細則有任何不一致之處,就該不一致之處而言以該貸款通知書中的條款及細則爲準。
- 9. These Supplemental Terms and Conditions shall be governed by the laws of the Hong Kong Special Administrative Region. 本補充條款及細則受香港特別行政區法律所管轄。
- 10. No person other than the Bank and the Applicant will have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Supplemental Terms and Conditions. 除銀行及申請人外,任何其他人士均不能享有《合約(第三者權利)條例》所賦予的任何權利強制執行本補充條款及細則內任何條文或享有本補充條款及細則內任何條文所列明的利益。