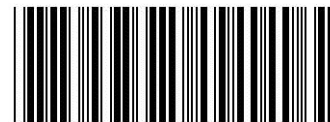

**APPLICATION FORM FOR
BUSINESS INSTALMENT LOAN / PROFITS TAX LOAN /
INNOTECH BUSINESS INSTALMENT LOAN**

中小企分期「快通錢」 / 利得稅貸款 / 創科企業商業貸款申請表格

Document Checklist 文件清單

To facilitate our processing, please send copies of the following documents (documents supplied, including this application form, are not returnable):
為方便本行儘速處理閣下的申請，請遞交下列各文件的副本（所有提交文件，包括此申請表，均不會發還）：

<p>For <u>ALL</u> Customers 適用於<u>所有</u>客戶</p>	<p><input type="checkbox"/> 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 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銀行戶口（包括儲蓄戶口），則毋須遞交此文件]</p> <p><input type="checkbox"/> 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]</p> <p><input type="checkbox"/> (For Profits Tax Loan 適用於利得稅貸款) Latest Notice of Assessment and Demand for Tax (<i>Must be issued within the last 12 months</i>) 過去 12 個月內的稅務評估通知書</p> <p>For Limited Company Only 只適用於有限公司</p> <p><input type="checkbox"/> 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</p>
<p>Additional Documents for <u>NEW</u> Customers or <u>EXISTING</u> Customers if there is any update of these documents of the Existing Customers 適用於<u>新客戶</u>的附加文件/ <u>現有客戶</u>有任何資料需要更新</p>	<p><input type="checkbox"/> 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</p> <p><input type="checkbox"/> Present Business Registration Certificate 現時的商業登記證</p> <p><input type="checkbox"/> 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）</p> <p><input type="checkbox"/> (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：</p> <p><input type="checkbox"/> MPF Contribution Record for the last 3 months 過去 3 個月的強積金供款紀錄</p> <p><input type="checkbox"/> 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</p> <p><input type="checkbox"/> 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</p> <p><input type="checkbox"/> Latest Notice of Assessment and Demand for Tax (<i>Must be issued within the last 12 months</i>) 過去 12 個月內的稅務評估通知書</p> <p><input type="checkbox"/> 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</p> <p><input type="checkbox"/> 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稅務局的僱主填報的薪酬及退休金報稅表</p> <p>For Limited Company Only 只適用於有限公司</p> <p><input type="checkbox"/> Certificate of Incorporation 公司註冊證書</p> <p>Any one of the following Combination 下列其中一項文件組合：</p> <p><input type="checkbox"/> (i) Last Annual Return Form NAR1 最近一期的周年申報表（表格 NAR1）</p> <p>(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</p> <p><input type="checkbox"/> (i) Form 表格 <input type="checkbox"/> NNC1 <input type="checkbox"/> NNC1G</p> <p>(ii) Register of Members / Shareholders 成員/ 股東登記冊</p> <p>(iii) (if any) All subsequent Form ND2A （如有）所有其後的表格 ND2A</p>



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

Date 日期	day 日 / month 月 / year 年

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

Business Loans Team: 8/F, Tower 3, HSBC Centre, 1 Sham Mong Road, Kowloon, Hong Kong
商業貸款申請組：香港九龍深旺道 1 號滙豐中心 3 座 8 樓

Important Notes 重要事項：

- Please complete ALL Sections (for limited company) / Sections A, B, C, D & F (for non-limited company) in **Block Letters**. 請以正楷填寫所有部分 (適用於有限公司) / A、B、C、D 及 F 部分 (適用於非有限公司)。
- Please tick "✓" where applicable and *delete whichever is not appropriate.
請在適當的地方加上剔號「✓」，並*刪去不適用者。
- In case of discrepancies between the English and Chinese versions of this Form, the English version shall prevail. 本表格之英文本及中文本如有歧異，概以英文本為準。

Reference Number 參考號碼

Please select the type of loan that you would like to apply from The Hongkong and Shanghai Banking Corporation Limited (the "Bank"): 請選擇向香港上海滙豐銀行有限公司申請的貸款類別 (「貴行」)：

☐ Business Instalment Loan 中小企分期「快通錢」
☐ Profits Tax Loan 利得稅貸款
☐ InnoTech Business Instalment Loan 創科企業商業貸款

(the "Loan" 「貸款」)

A. Business Information 業務資料

A1 (Applicable to ALL Customers 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： <input type="checkbox"/> Certificate of Incorporation 公司註冊證書 <input type="checkbox"/> Business Registration Certificate 商業登記證 <input type="checkbox"/> Others (please specify) 其他 (請註明)：		
		Number 號碼：		
Business Address 營業地址 (PO Box is not acceptable 恕不接受郵政信箱)		*Room/Flat 室	Floor 樓	Block 座
		Name of Estate 屋邨名稱		Name of Building 大廈名稱
		District 地區		<input type="checkbox"/> Hong Kong 香港 <input type="checkbox"/> Kowloon 九龍 <input type="checkbox"/> New Territories 新界
		<input type="checkbox"/> (For existing customer) I/We hereby instruct you to update the mailing address(es) of all my/our HSBC 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新至此營業地址。		
Details of Contact Person 聯絡人資料		Name 姓名		Job Title 職銜
		Telephone Number 電話號碼		Business E-mail 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：		
Business Nature 業務性質		<input type="checkbox"/> Manufacturing 製造 <input type="checkbox"/> Wholesale 批發 <input type="checkbox"/> Import/Export 出口/ 入口 <input type="checkbox"/> Retailing 零售		
		<input type="checkbox"/> Professionals 專業服務		
		<input type="checkbox"/> +Personal Services 個人服務		
		<input type="checkbox"/> ^Business Services 商業服務		
		<input type="checkbox"/> Catering/Restaurant 食肆/ 酒樓		
		<input type="checkbox"/> Others (please specify): 其他 (請註明)：		
Note 注意： 1. + 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。 2. ^ 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。				

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

A2 – Additional Business Information 附加業務資料 <i>(Applicable to New Customers or Existing Customers if there is any update on the information below)</i> 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	<input type="checkbox"/> Limited Company 有限公司 <input type="checkbox"/> Partnership 合夥經營商號 <input type="checkbox"/> Sole Proprietorship 獨資經營商號 <input type="checkbox"/> Others (please specify): 其他 (請註明):		
Date of Business Commencement 開業日期	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> (DD/MM/YYYY 日/月/年)	Date of Incorporation/Registration 註冊日期	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> (DD/MM/YYYY 日/月/年)
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	<input type="checkbox"/> Office 寫字樓 <input type="checkbox"/> Retail Shop with Street Frontage 街舖 <input type="checkbox"/> Retail Shop at Shopping Mall 商場舖 <input type="checkbox"/> Residential 住宅 <input type="checkbox"/> Industrial 工業		
Ownership of Business Property 營業物業的擁有權	<input type="checkbox"/> Mortgaged 按揭 <input type="checkbox"/> Owned Property 自置 <input type="checkbox"/> Provided by Relatives 由親屬提供 <input type="checkbox"/> Rented 租用 <input type="checkbox"/> 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.	
Other Information 其他資料	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 HKD 港幣	Average Monthly MPF Contribution in Last 3 Months 過去 3 個月的平均強積金供款 HKD 港幣	Present Monthly Rental Expense 現時每月租金支出 HKD 港幣
	(Applicable to InnoTech Business Instalment Loan 適用於創科企業商業貸款)		
	Type of Innovative Product/Services to be developed 將研發的創科產品/ 服務種類		
	<input type="checkbox"/> eCommerce 電子商務 <input type="checkbox"/> Internet of Things (IoT) / Wearables 物聯網/ 可穿戴設備 <input type="checkbox"/> Big Data / Artificial Intelligence 大數據/ 人工智能 <input type="checkbox"/> Biomedical Technology 生物醫學技術 <input type="checkbox"/> Material and Precision Engineering 材料及精密工程 <input type="checkbox"/> Financial Technology 金融科技 <input type="checkbox"/> Information & Communications Technology (ICT) 信息及通訊技術 <input type="checkbox"/> Any other commercial use of digital adoption (e.g. mobile apps/web page development, use of 3D printers) 其他數碼科技之商業應用 (例如: 手機應用程式/ 網頁研發, 3D 打印機應用)		
	Number of years of industry-related experience of the management team 管理團隊相關行業經驗年數 <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> Years 年	Please briefly describe the innovative product/services under development/going to develop 請簡述貴公司現時正在發展中或將研發的創科產品	
	Does the company have any strategic partners? (e.g. investors) Please provide their name if any 貴公司有任何策略合作伙伴 (例如: 投資者)? 如有, 請提供其公司名稱		
(Applicable to Profits Tax Loan 適用於利得稅貸款)			
Profits Tax Payable (Amount shown on the most recent Notice of Assessment and Demand for Tax) 利得稅繳付金額 (最近期稅務評估通知書上顯示的金額) HKD 港幣			

B. Facility Request Details 申請貸款資料

Loan Amount under application 申請貸款金額	HKD 港幣	
	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： <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
	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	每年 <div style="border: 1px solid black; width: 50px; text-align: center;">%</div> per annum handling fee 手續費	<i>(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))</i> (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)
Loan Tenor 貸款期	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"><input type="checkbox"/> 6 Months 6 個月</div> <div style="width: 33%;"><input type="checkbox"/> 9 Months 9 個月</div> <div style="width: 33%;"><input type="checkbox"/> 12 Months 12 個月</div> <div style="width: 33%;"><input type="checkbox"/> #15 Months #15 個月</div> <div style="width: 33%;"><input type="checkbox"/> 18 Months 18 個月</div> <div style="width: 33%;"><input type="checkbox"/> 24 Months 24 個月</div> <div style="width: 33%;"><input type="checkbox"/> 30 Months 30 個月</div> <div style="width: 33%;"><input type="checkbox"/> 36 Months 36 個月</div> <div style="width: 33%;"><input type="checkbox"/> 48 Months 48 個月</div> <div style="width: 33%;"><input type="checkbox"/> 60 Months 60 個月</div> <div style="width: 33%;"><input type="checkbox"/> Others (please specify): 其他 (請註明) :</div> </div> <p># 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。</p>	
(Applicable to Business Instalment Loan 適用於中小企分期「快通錢」)		
Interest Rate 利率	<div style="border: 1px solid black; width: 50px; text-align: center;">%</div> flat rate per month 每月平息 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. 參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	<input type="checkbox"/> Floating Rate: <div style="border: 1px solid black; width: 50px; text-align: center;">%</div> (per annum over our HKD best lending rate 本行港元最優惠利率加百分比) 浮息	
Interest Repayment Method 還款選項 (for Floating Rate Loan Only 只適用於浮息貸款)	<input type="checkbox"/> Reducing Balance 遞減供款 <input type="checkbox"/> Straight Line 定額供款	
(Applicable to InnoTech Business Instalment Loan 適用於創科企業商業貸款)		
Interest Rate 利率	0.33% flat rate per month 每月平息	

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	<input type="checkbox"/> Director 董事 <input type="checkbox"/> Shareholder 股東			2	<input type="checkbox"/> Director 董事 <input type="checkbox"/> Shareholder 股東		
Ownership 持股量				%				%
Name in English 英文姓名	<input type="checkbox"/> Mr 先生 <input type="checkbox"/> Mrs 太太 <input type="checkbox"/> Miss 小姐 <input type="checkbox"/> Ms 女士			<input type="checkbox"/> Mr 先生 <input type="checkbox"/> Mrs 太太 <input type="checkbox"/> Miss 小姐 <input type="checkbox"/> 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)
Residential Address 住宅地址	*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			
	Name of Estate 屋邨名稱				Name of Estate 屋邨名稱			
	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			
	<input type="checkbox"/> Hong Kong 香港 <input type="checkbox"/> Kowloon 九龍 <input type="checkbox"/> New Territories 新界				<input type="checkbox"/> Hong Kong 香港 <input type="checkbox"/> Kowloon 九龍 <input type="checkbox"/> New Territories 新界			
Residential Status 居住狀況	<input type="checkbox"/> Mortgaged 按揭 <input type="checkbox"/> Owned Property 自置 <input type="checkbox"/> Rented 租用 <input type="checkbox"/> Live with Relatives 與親屬同住 <input type="checkbox"/> Quarters/Company Provided 員工宿舍/ 由公司提供 <input type="checkbox"/> Others (please specify) 其他 (請註明) :			<input type="checkbox"/> Mortgaged 按揭 <input type="checkbox"/> Owned Property 自置 <input type="checkbox"/> Rented 租用 <input type="checkbox"/> Live with Relatives 與親屬同住 <input type="checkbox"/> Quarters/Company Provided 員工宿舍/ 由公司提供 <input type="checkbox"/> 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 年 Months 月) 於一年; 居於前一個住址年期			Years 年 Months 月 (If less than 1 year; time at previous address 如少 : Years 年 Months 月) 於一年; 居於前一個住址年期				
Contact Telephone Number 聯絡電話號碼	Residential 住宅			Residential 住宅				
	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	<input type="checkbox"/> University or above 大學或以上 <input type="checkbox"/> Post Secondary 預科/ 專上學院 <input type="checkbox"/> Completed Secondary 完成中學課程 <input type="checkbox"/> Others 其他			<input type="checkbox"/> University or above 大學或以上 <input type="checkbox"/> Post Secondary 預科/ 專上學院 <input type="checkbox"/> Completed Secondary 完成中學課程 <input type="checkbox"/> Others 其他				

D. Relationship with HSBC Group 與滙豐集團關係

Are you (the borrowing company) related or connected to HSBC Group? 貴公司 (借款人) 是否與滙豐集團有關連?

☐ Yes (please state the details of the related or connected person in the borrowing company) 是 (請填寫貴公司與滙豐集團有關連人士的資料)

Position held 職位	Full Name in English 英文全名	Full Name in Chinese 中文全名
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(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資料)

Relationship 關係	Full Name in English 英文全名	Full Name in Chinese 中文全名
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☐ No, I/we hereby confirm that, as at the date of application, I/we am/are not related or connected to the HSBC Group agree to notify the Bank promptly in writing if any such relationship arises. 否, 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。

Note 注意: The Borrower may refer to Section E for further information on how it may be considered as related or connected to the HSBC Group. Section E is for your reference only and are not intended to be contractual terms. You may also access the Banking (Exposure Limits) Rules at <https://www.elegislation.gov.hk/hk/cap155S>. 借款人可參考 E 部分細則獲取更多有關與滙豐集團是否有關連之資訊。E 部分只供參考並非合約條款。貴公司亦可瀏覽以下網頁查閱銀行業 (風險承擔限度) 規則 <https://www.elegislation.gov.hk/hk/cap155S>。

E. 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 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；
- a relative of 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的親屬；
- 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；
 - 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；
 - 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
- 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：
 - 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；
 - 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

- A person has "control" if such person is: 可「控權」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」。
- "employee" includes permanent full time, permanent part-time, fixed-term full time, fixed-term part-time staff and international assignees. 「僱員」包括全職、兼職、短期合約或跨國代理人。
- "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. 「滙豐集團」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。
- "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。
- "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; 如該人是夫妻關係的一方－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。

F. 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。

- 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。
- 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 discloses") 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/本公司應貴行要求或貴行與本人/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」）皆可被貴行使用、儲存及向任何貴行指派的代理人或服務提供者，任何實際或可能的貸款受轉讓者，滙豐集團成員及其他貴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。
- 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

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

- (b) for the purposes of reasonable monitoring of any indebtedness while there is a current default by me/us as borrower or guarantor.
以達到在本入/ 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，貴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) 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者仍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 日的欠款之日起五年內仍然有效，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還（由貴行借新還舊而得以全數清還的情況除外）並終止貸款，及於緊接終止貸款前五內沒有實則性欠賬（以貴行決定為準）的情況下，指示貴行要求有關信貸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，在未經貴行預先同意前，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款戶口，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。

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

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：

G. 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

that:

通過下列董事會決議案：

- 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
- 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 of Business Instalment Loan / Profits Tax Loan / InnoTech Business Instalment Loan (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闡明）（「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
- 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實副本。

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

Branch	Staff ID	<input type="checkbox"/> BB Centre <input type="checkbox"/> BIB <input type="checkbox"/> IBB <input type="checkbox"/> CMB GSC	Interest Rate _____ % flat rate per month	* Approved by
	Staff Name	For New to Bank customer <input type="checkbox"/> AIP - Approved	Handling Fee _____ % per annum	* Approved by
	Loan Amount Granted HKD	<input type="checkbox"/> AIP - Declined <input type="checkbox"/> AIP - Cancelled		
	Campaign Code:		Note: * Only applicable if concession 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

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 (「**還款戶口**」) 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」/ 利得稅貸款/ 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:

Part A: General Terms 甲部：一般條款

Business Instalment Loan/InnoTech 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 \times Remaining number of monthly payments \div 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 $12+11+\dots+2+1=78$). The monthly repayment amount will be rounded up to one decimal place. 如相關貸款為中小企分期「快通錢」或創科企業商業貸款，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利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 \times 尚餘還款期數 \div 還款期數總和 (如 12 個月即 = $12 + 11 + \dots + 2 + 1 = 78$)。每月還款額將被約至角位收取。

Profits Tax Loan 利得稅貸款

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利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 \times Remaining number of monthly payments \div 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 $12+11+\dots+2+1=78$). The monthly repayment amount will be rounded up to one decimal place. 當貸款根據平利息計算，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利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 \times 尚餘還款期數 \div 還款期數總和 (如 12 個月即 = $12 + 11 + \dots + 2 + 1 = 78$)。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，貸款的本金將連同應付利息平均按月於已批核貸款期內進行還款，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 (按情況而定) 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 號償付。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. 如未能依期償付每月還款，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，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。
12. 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. 如借款人是有限公司，本行會要求其就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.
如借款人是合夥經營商號，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，本行被迫發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，本行將假設借款人不與滙豐集團有連。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，可不时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，除非借款人在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, cancellation, reduction 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、取消、減少及撤銷。本行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，並無其他人士有權按《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。

Part B: Additional Terms 乙部：附加條款

In the case of any conflict between any provision of the General Terms and any provision of these Additional Terms, the latter shall prevail.
如一般條款之任何條款與本附加條款之任何條款有任何衝突，以後者為準。

1. Undertakings and Acknowledgements 承諾及確認

The Borrower irrevocably agrees, undertakes and acknowledges as follows: 借款人不可撤銷地同意、承諾及確認以下事項：

- a) The Borrower will not do or permit to be done anything which would prejudice or jeopardise the Bank's rights in respect of the Loan / the Facility.
借款人不可作出或容許作出任何可損害或危及本行與貸款/ 融資有關之權利的事情。
- b) If the Borrower has failed to pay or repay any amount on a Repayment Date, the Bank is entitled to apply any amount received by the Bank thereafter howsoever towards payment or repayment of any indebtedness or obligation owing by the Borrower to the Bank in such manner and order as it thinks fit. The Bank may at any time convert any such sum into the currency in which any such indebtedness or obligation is denominated at the prevailing spot rate of exchange and the Borrower will be solely responsible for any exchange loss suffered as a result.
如借款人在還款到期日沒有支付或償還任何款項，本行有權以其認為合式的方式及次序，將本行及後以任何方式收到的任何款項，支付或償還借款人結欠本行之所有或任何債項或義務。本行可隨時以當時適用匯率將任何該等款項轉換為任何該等債項或義務，而借款人須單獨對本行因此承受的任何匯率損失負責。
For the purpose of this application, "Repayment Date" means the date on which any amount in respect of the Loan / the Facility, or any part thereof, becomes due and payable by the Borrower to the Bank according to this application (whether by way of payment or repayment).
就本申請而言，「還款到期日」是指根據本申請，任何與貸款/ 融資或其任何部分有關的任何款項成為到期及應由借款人向本行支付的日期（無論是付款或是還款）。
- c) The Borrower undertakes to notify the Bank in writing of any proposed change in shareholders or owners immediately upon becoming aware of such proposed change. 借款人承諾在得知任何建議的股東或持有人變更後，將立即書面通知本行。
- d) The Borrower acknowledges that the Bank has the right to suspend the Loan / the Facility and prohibit any further money from being made available to, drawn by, the Borrower or credited in the Borrower's favour or on the Borrower's behalf under the Loan / the Facility should the Borrower fails to pay on any due date any sum owing to the Bank or comply with the terms of this application or the Loan / the Facility.
借款人確認，如借款人在任何到期日支付結欠本行的任何款項或沒有遵守本申請或貸款/ 融資的條款，本行有權暫停貸款/ 融資及禁止向借款人提供、由借款人提取、貸記予借款人或代表借款人貸記貸款/ 融資下的進一步借款。

- e) All payments by the Borrower made under or in connection with the Loan / the Facility shall be made free and clear of taxes, levies, imposts, duties, charges or withholding of any nature whatsoever. 所有由借款人按貸款／融資或與貸款／融資有關而支付的所有款項，須沒有及免去任何性質的稅項、徵費、稅款、關稅、費用或預扣款。

2. Representations and Warranties 陳述及保證

The representations and warranties set out in this Clause are made by the Borrower as of the date of this application and the Borrower is to acknowledge expressly that the Bank has entered into this application in reliance on all those representations and warranties. In addition, the Borrower acknowledges expressly that each of the representations and warranties set out in this Clause below shall be deemed to be repeated by the Borrower by reference to the facts and circumstances then existing on each date on which a drawdown is made under the Loan / the Facility and on each date on which any amount is payable by the Borrower under the Loan / the Facility.

在本條中所列出的陳述及保證由借款人在本申請日期作出，及借款人明確確認本行是依賴所有這些陳述及保證訂立本申請。此外，借款人明確確認，在本條中所列出的每項陳述及保證將被視為，按照當時存在的事實及情況在每一提取貸款／融資的日期及在借款人結欠貸款／融資下任何款項的每一天，由借款人重複作出。

- a) *Governing Law and Judgments*: In any proceedings taken in its jurisdiction of incorporation or establishment in relation to this application and the Loan / the Facility, the choice of Hong Kong law as the governing law of this application and any judgment obtained in Hong Kong against it with respect to this application and the Loan / the Facility will be recognised and enforced.

適用法律及判決：在借款人成立或設立的司法管轄地方進行對本申請及貸款／融資有關的任何訴訟中，選擇香港法律作為本申請的適用法律及任何就本申請及貸款／融資而在香港取得針對借款人的任何判決，將得到承認及強制執行。

- b) *Binding Obligations*: The obligations expressed to be assumed by it in this application and the Loan / the Facility are legal and valid obligations binding on it and enforceable against it in accordance with the terms thereof.

具有約束力的義務：在本申請及貸款／融資中明示由借款人承擔的義務，是根據其條款對借款人具有約束力及可強制執行的法律及有效義務。

- c) *Execution of this application*: Its execution of this application, its exercise of its rights and performance of its obligations thereunder and the transactions contemplated thereby do not and will not: (i) contravene any agreement, mortgage, bond or other instrument or treaty to which it is a party or which is binding upon it or any of its assets; (ii) conflict with its memorandum and articles of association or any other constitutional documents; or (iii) conflict with any applicable law or regulation. It has the power to enter into this application and the Loan / the Facility and all corporate and other action required to authorise the execution of this application and the performance of its obligations hereunder has been duly taken. No limit on its powers will be exceeded as a result of the borrowing or other assumption of obligations, or any grant of security or giving of indemnities, contemplated by this application or the Loan / the Facility.

訂立本申請：借款人訂立本申請、行使及履行其在本申請下的權利及義務及據此進行的交易均不會且將來不會：(i) 違反任何借款人是一方或對其或其之任何資產具有約束力的協議、按揭、債券或其他文件或條約；(ii) 與其組織章程大綱及細則或任何其他組織文件有抵觸；或 (iii) 與任何適用的法律或法規有抵觸。借款人有權訂立本申請及貸款／融資，及所有其他授權訂立本申請及履行其義務而所需的公司及其他行動已被完成。借款人不會因本申請或貸款／融資下所涉及的借貸或其他義務的承擔、或任何抵押或彌償的提供，超出對其權力的任何限制。

- d) *No Material Proceedings*: No litigation, arbitration, administrative proceedings or labour controversy before any court, tribunal, arbitrator or other relevant authority is current or, to the knowledge and belief of a senior officer of it, pending or threatened against it which would have a Material Adverse Effect (defined below), save for any such legal proceedings commenced by a third party which are frivolous or vexatious, have no reasonable cause of action or which are being contested in good faith by appropriate proceedings and against which adequate reserves are maintained. For the purpose of these Additional Terms, "Material Adverse Effect" means (a) a material adverse effect on the business, assets, operations or condition (financial or otherwise) of the Borrower; (b) a material impairment of the ability of the Borrower to perform any of its obligations under this application or the Loan / the Facility; or (c) a material impairment of the rights of, or benefits available to, the Bank under this application or the Loan / the Facility.

沒有重大訴訟：在任何法院、法庭、仲裁員或其他有關官方機構前或內，並沒有（或按借款人的高級職員所知及相信）可對借款人產生重大不利影響（定義如下）而已經發生或對其有威脅的訴訟、仲裁、行政程序或勞資爭議，但由第三方發起而是輕浮或無理、無合理訴因或正在經適當程序真誠抗辯且有充足儲備金的該等訴訟除外。就本附加條款而言，「重大不利影響」是指（a）對借款人的業務、資產、運作或狀況（財務或其他方面）的重大不利影響；（b）對借款人履行本申請或貸款／融資下的任何義務的能力的重大損害；或（c）對本申請或貸款／融資下本行的權利或可獲得的利益的重大損害。

- e) *No Material Adverse Change*: Since the date of its most recent financial statements (or audited financial statements in the case where the Borrower is a limited company), there has been no material adverse change in its business or financial condition.

無重大不利變化：自借款人最近的財務報表日期起（或借款人是有限公司情況下，經審計的財務報表日期起），其業務或財務狀況並未發生重大不利變化。

- f) *Validity and Admissibility in Evidence*: All acts, conditions and things required to be done, fulfilled and performed and all authorisations (governmental or otherwise) required to be obtained in order (i) to enable it lawfully to enter into, exercise its rights and perform and comply with its obligations in this application and the Loan / the Facility, (ii) to ensure that its obligations in this application and the Loan / the Facility are legal, valid, binding and enforceable and (iii) to make this application and other documents relating to the Loan / the Facility admissible in evidence in its jurisdiction of incorporation or establishment have been done, fulfilled, performed and obtained and in full force and effect.

證據的有效性及其可接納性：為了（i）使借款人能夠合法地訂立本申請及貸款／融資、行使、履行及滿足其在本申請及貸款／融資下的權利及義務；（ii）確保借款人在本申請書及貸款／融資中的義務是合法、有效、具有約束力及可強制執行；及（iii）使本申請及其他與貸款／融資有關的文件在借款人成立或設立的司法管轄地方可被接納為證據，而需要進行、完成及履行的所有行為、條件及事情及需要獲得的所有授權（政府的或其他），已經被進行、完成、履行及獲得並全面生效及有效。

- g) *Claims Pari Passu*: Under the laws of its jurisdiction of incorporation or establishment in force at the date of this application, the claims of the Bank against it under this application and the Loan / the Facility rank at least pari passu with claims of all its other unsecured and unsubordinated creditors save those whose claims are mandatory preferred by law applying to companies generally.

同等優先等級的申索：按在本申請日借款人成立或設立的司法管轄地方的生效法律，本行就本申請及貸款／融資下對借款人的申索至少與其他所有無擔保及不從屬的債權人的申索具有同等優先等級的地位，法律上就公司債務強制授予較優先等級的申索除外。

- h) *No Filing or Stamp Taxes*: Under the laws of its jurisdiction of incorporation or establishment in force at the date of this application, it is not necessary that this application or other documents relating to the Loan / the Facility be filed, recorded or enrolled with any court or other authority in such jurisdiction or that any stamp, registration or similar tax be paid on or in relation to this application or the Loan / the Facility or the transactions contemplated by this application or the Loan / the Facility.

不須登記或繳納任何印花稅：按在本申請日借款人成立或設立的司法管轄地方的生效法律，無需將本申請或與貸款／融資有關的文件登記、紀錄或提交予該司法管轄地方的任何法院或其他官方機構，及對或就本申請或貸款／融資或本申請或貸款／融資所涉及的交易，無需支付任何印花稅、註冊費或類似稅款。

- i) *No Immunity*: In any proceedings taken in the jurisdiction of incorporation or establishment of it in relation to this application or the Loan / the Facility, it will not be entitled to claim for it or any of its assets immunity from suit, execution, attachment or other legal process.

無豁免權：在借款人成立或設立的司法管轄地方內而與本申請或貸款／融資有關的任何訴訟中，借款人無權要求其或其之任何資產豁免訴訟、執行、扣押或其他法律程序。

- j) *No Winding-up*: It has not taken any corporate action nor have any other steps been taken or legal proceedings (save for any such legal proceedings commenced by a third party which are (i) frivolous or vexatious or (ii) which are being contested in good faith by appropriate proceedings and against which adequate reserves are maintained and, in each case, are unconditionally discharged or dismissed within 180 (one hundred and eighty) days) been started or threatened against it for its winding-up, dissolution, administration or reorganisation (whether by voluntary arrangement, scheme of arrangement or otherwise) or for the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory or interim manager, conservator, custodian, trustee or similar officer of it or of any or all of its assets or revenues.

無清盤：借款人沒有採取任何公司行動，及任何其他行動並未被採取及未有已開始或威脅任何針對借款人的法律訴訟（除非是由第三方發起而是 (i) 輕浮或無理，或 (ii) 正在經適當程序真誠抗辯且有充足儲備金的，及均已在 180（一百八十）天內無條件地被解除或撤銷），對借款人進行清盤、解散、托管或重組（無論是以自願安排，計劃安排或是其他方式）或任命借款人或借款人的所有或任何資產或收入的清盤人、接管人、托管人，託管接管人、強制或臨時經營人、保管人、管理人、受託人或其他類似人士。

- k) *Written Information*: All material written information supplied by the Borrower is true, complete and accurate in all material respects as at the date it was given and is not misleading in any respect.

書面資料：借款人提供的所有重要書面資料在提供日在所有重要方面都是真實、完整及準確的，並且在任何方面均不會引起誤解。

- l) **Solvency:** It is able to pay its debts as they fall due and has not commenced negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or made a general assignment for the benefit of or a composition with its creditors.
償付能力: 借款人能夠在到期時償還其債務，並沒有開始與任何一位或多位債權人進行談判以對其債務進行一般性調整或重排還款期，或為其債務人的利益作出一般性轉讓。
- m) **Taxes:** It has filed or caused to be filed all tax returns which are required to be filed by it and has paid all taxes shown to be due and payable by it on such returns or any assessment received by it, save for taxes which are being contested in good faith by appropriate proceedings and in respect of which adequate reserves have been set aside by it.
稅務: 借款人已提交或將要提交所有其所需提交的報稅表，並已支付在該等報稅表或其他收到的評估上表示到期應付的所有稅款，正在經適當程序真誠抗辯且有充足儲備金的稅款除外。
- n) **Compliance:** It is, to the knowledge and belief of a senior officer of it, in compliance with the requirements of all applicable laws, rules and regulations and orders of governmental or regulatory authorities (including without limitation those in force in the mainland China).
合規: 據借款人的一位高級職員所知及相信，借款人遵守所有適用法律、規則及法規及政府或監管機構的命令的要求（包括但不限於在中國大陸生效的法律或法規）。
- o) **Sanctions:** None of the Borrower, any of its subsidiaries, any director or officer or any employee, agent, or affiliate of the Borrower or any of its subsidiaries is an individual or entity ("**Person**") that is, or is owned or controlled by Persons that are, (i) the subject of any sanctions administered or enforced by 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, HM Treasury, or the Hong Kong Monetary Authority (collectively, "**Sanctions**"), or (ii) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including, without limitation, the Crimea region, the so called Donetsk People's Republic and Luhansk People's Republic, Cuba, Iran, North Korea and Syria.
制裁: 借款人、其任何附屬公司、借款人或其任何附屬公司的任何董事、職員、僱員、代理人或關聯人士都不是以下人士或實體：(i) 由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、歐盟、英國政府或香港金融管理局提出或執行的任何制裁（統稱「**制裁**」）的對象人士所擁有或控制的，或(ii) 位於、組織或居住於被制裁的國家或地區（或其政府），包括但不限於克里米亞地區、所謂頓涅茨克人民共和國和盧甘斯克人民共和國、古巴、伊朗、北韓及敘利亞。
- p) **Anti-bribery and corruption:** None of the Borrower, nor to the knowledge of the Borrower, any director, officer, agent, employee, affiliate or other person acting on behalf of the Borrower or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of any applicable anti-bribery law, including but not limited to, the United Kingdom Bribery Act 2010 (the "**UK Bribery Act**") and the U.S. Foreign Corrupt Practices Act of 1977 (the "**FCPA**"). Furthermore, the Borrower and, to the knowledge of the Borrower, its affiliates have conducted their businesses in compliance with the UK Bribery Act, the FCPA and similar laws, rules or regulations and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith. No part of the proceeds of the Loan / the Facility will be used, directly or indirectly, for any payments that could constitute a violation of any applicable anti-bribery law.
反賄賂及貪腐: 借款人及（據借款人所知）任何代表借款人或其任何附屬公司行事的董事、職員、代理、僱員、關聯人士或其他人士不知悉及並未採取任何直接或間接的行動，導致它們因此違反任何適用的反賄賂法律，包括但不限於《2010年英國反賄賂法》（「**英國反賄賂法**」）及1977年的美國海外反貪腐行為法（「**美國反貪腐法**」）。此外，借款人及（據借款人所知）其關聯人士之業務營運是遵守英國反賄賂法及美國反貪腐法及類似法律、規則或法規，並已製訂及維持旨在確保可遵守及可合理預期將繼續遵守它們的政策及程序。貸款/ 融資的任何款項不會直接或間接地被使用於可能違反任何適用的反賄賂法律的任何付款。
- q) **Anti-Money Laundering:** The operations of the Borrower, its subsidiaries and their affiliates are and have been conducted at all times in material compliance with applicable financial recordkeeping and reporting requirements and the money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency having jurisdiction over the Borrower or any of its other subsidiaries (collectively, the "**Anti-Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Borrower, any of its subsidiaries, any of their affiliates or any of their respective directors, officers, agents or employees, in each case, with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Borrower, threatened. The Borrower acknowledges that it has instituted and maintains policies and procedures reasonably designed to promote and achieve compliance with applicable Anti-Money Laundering Laws.
反洗錢: 借款人、其子公司及其各自關聯人的運作在任何時候在重大方面均符合適用的金融檔案保存及報告要求以及任何對借款人及其子公司有管轄權的政府機關發佈、管理或執行的反洗錢法律、法規、規定及其項下任何相關或類似的規定、法規以及任何相關或類似的規定、法規或要求（統稱為「**反洗錢法**」），且沒有在任何法院或政府機構、機構或任何仲裁員處正在進行的或（盡借款最大程度所知）懸而未決的、有關借款人、其子公司、其各自關聯人或以上各人士的董事、管理人員、代理人或僱員的、與反洗錢法有關的行動、訴訟或程序。借款人確認，其已制定並維持合理設計的政策及程序，以促進和實現對適用的反洗錢法的遵守。
- By signing this application and accepting the Loan / the Facility, the Borrower represents and warrants that each of the matters set out in this Clause is true and correct and will remain true and correct for so long as the Loan / the Facility is in force or the Borrower has any liabilities (whether actual or contingent) under the Loan / the Facility. If any such representation or warranty shall become untrue or incorrect at any time, the Borrower shall immediately notify the Bank in writing. 通過簽署本申請及接受貸款/ 融資，借款人陳述及保證，本條中所列出的每項事件是真實及正確的，並且只要貸款/ 融資存在或借款人在貸款/ 融資下有任何責任（無論是實際的或是或有的），其將繼續保持是真實及正確的。如在任何時間任何此等陳述或保證變成不真實或不正確，借款人須立即書面通知本行。

3. **Borrower's Covenants** 借款人的契約

- a) **Maintenance of Legal Validity:** The Borrower shall promptly obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licenses and consents required in or by the laws of its jurisdiction of incorporation or establishment to enable it to lawfully enter into and perform its obligations under this application and the Loan / the Facility and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of this application and the Loan / the Facility.
維持法律效力: 借款人須迅速獲得、遵守並作出一切必要的行動去全面有效地維持所有按或在其成立或設立的司法管轄地方的法律所需的授權、批准、許可及同意，以確保其能夠合法地訂立及履行本申請及貸款/ 融資下的義務，及確保本申請及貸款/ 融資在其成立或設立的司法管轄地方的合法性、有效性、可強制執行性及可被接納為證據。
- b) **Notification of Events of Default:** The Borrower shall promptly inform the Bank after it becomes aware of the occurrence of any default or event of default under this application or the Loan / the Facility or of any event which might reasonably be expected to have a Material Adverse Effect.
違約事件的通知: 借款人須在得知在本申請或貸款/ 融資下發生任何違約或違約事件或在合理預期內可能會產生重大不利影響的事件後，迅速通知本行。
- c) **Claims Pari Passu:** Subject to sub-clause (i) below, the Borrower shall ensure that at all times the claims of the Bank against it under this application and the Loan / the Facility rank and continue to rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors save those whose claims are mandatorily preferred by law applying to companies generally.
同等優先等級的申索: 在受制於以下第(i)分條的規限下，借款人須確保在任何時間本行就本申請及貸款/ 融資對借款人的申索是及繼續至少與其他所有無擔保及不從屬的債權人的申索具有同等優先等級的地位，法律上就公司債務強制授予較優先等級的申索除外。
- d) **Compliance:** The Borrower shall comply in all respects with the requirements of all applicable laws, rules and regulations and orders of governmental or regulatory authorities (including without limitation those in force in the mainland China).
合規: 借款人須在所有方面遵守所有適用的法律、規則及法規及政府或監管機構的命令的要求（包括但不限於在中國大陸生效的法律或法規）。
- e) **Obligations:** Without prejudice to the performance of the Borrower's other obligations under this application and the Loan / the Facility, the Borrower shall perform all its obligations under all of the material agreements or contracts to which it is a party.
義務: 在不損害借款人在本申請書及貸款/ 融資下的其他義務的前提下，借款人須履行其作為其中一方的所有重要協議或合同下的所有義務。
- f) **Sanctions:** The Borrower will not, directly or indirectly, use the proceeds of the Loan / the Facility, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person, (i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject of Sanctions or (ii) in any other manner that would result in a violation of Sanctions by any Person (including any Person participating in the Loan / the Facility, whether as lender, underwriter, advisor, investor or otherwise).
制裁: 借款人不可直接或間接地使用貸款的款項，或將其借給或送予任何附屬公司、合資夥伴或其他人士，或以其他方式供它們使用 (i) 用作任何人士、與任何人士或在任何國家或地區內的任何活動或業務的資金，而在提供資金的時間該人士或國家或地區（或其政府）是被制裁的，或(ii) 以任何其他方式導致任何人士違反制裁（包括任何參與貸款的人士，無論是借款人、承銷人、顧問、投資者或其他人士）。

- g) *Anti-bribery and Corruption*: The Borrower will maintain in effect policies and procedures designed to promote compliance by the Borrower, its subsidiaries and their respective directors, officers, employees, and agents with the FCPA, the UK Bribery Act and any other applicable anti-bribery laws.
反賄賂及貪腐：借款人須有效地維持其為了促進借款人、其附屬公司及它們的董事、職員、僱員和代理人對美國反貪腐法、英國反賄賂法和其他適用的反洗錢法的遵守所制定的政策及程序。
- h) *Anti-Money Laundering*: The Borrower undertakes that it shall (and shall ensure that each of its subsidiaries shall) conduct its business in compliance with; and maintain policies and procedures reasonably designed to promote and achieve compliance with, in each case, applicable anti-bribery laws, Sanctions and Anti-Money Laundering Laws.
反洗錢法：借款人承諾其須（並應確保其各附屬公司須）在開展業務時遵守並維持為了促進其實現（在每種情況下）對適用的反賄賂法、制裁和反洗錢法的遵守而合理制定的政策和程序。
- i) *Security and Further Assurance*: If by the terms of this application, security is to be given by the Borrower in favour of the Bank, the Borrower shall ensure that each security document confers valid security, of the type which such security document purports to create, in favour of the Bank, over each asset, right and benefit expressed to be subject to such security and ensure that the Bank enjoys the priority which such security is expressed to have. The Borrower shall promptly execute all documents and do all things that the Bank reasonably specifies for the purpose of enabling the Bank to exercise its rights under each security document or preserving the priority and effectiveness of such security.
抵押品及進一步保證：如根據本申請的條款，借款人須以本行為受益人提供抵押品，則借款人須確保每份抵押文件均就每項抵押資產、權利及權益授予本行在該抵押文件所聲稱授予的類型的有效抵押，並確保本行享有該抵押品所表達的優先權。借款人須迅速簽訂所有文件及進行本行合理規定的所有事情，以確保本行能夠行使每份抵押文件下的權利或保存該抵押品的優先權及效力。

For the avoidance of doubt, the Borrower confirms that all sums from time to time owing by it to the Bank under this application and the Loan are and shall be secured by all and any security created by it, before or at the date of this application or at any time after that date, which is by its terms expressed (in any manner whatsoever) to secure all monies owing by the Borrower to the Bank from time to time, and the Borrower will not seek to claim or assert anything to the contrary.

為免生疑問，借款人確定所有借款人不時在本申請及貸款下結欠本行的所有款項，現在是及將來亦是受所有及任何在本申請前或在本申請日或及後任何時間產生的抵押品所擔保，只要抵押品的條款是明示（無論以任何方式）該抵押品是擔保借款人不時結欠本行的所有款項，而借款人不可試圖爭論或聲稱任何相反的事項。

4. Authorisation 授權

To secure the performance of the Borrower's obligations under this application and the Loan / the Facility, the Borrower hereby irrevocably authorises the Bank, by way of security, to act on the Borrower's behalf to execute all documents (including any security documents) and to do all things as may be required for the exercise of all or any of the Bank's powers or rights under this application and the Loan / the Facility. The Borrower shall from time to time ratify and confirm whatever the Bank shall do or purport to do in the exercise or purported exercise of all or any of the Bank's powers and rights under this application and the Loan / the Facility. 作為確保借款人履行本申請書及貸款/ 融資下的義務，借款人在此不可撤銷地以擔保的方式授權本行，可代表借款人，為行使在本申請及貸款/ 融資下本行的全部或任何權力可能所需，訂立所有文件（包括任何抵押文件）及進行任何行動。借款人須不時確定及確認本行在行使或擬行在本申請及貸款/ 融資下本行的全部或任何權力及權利而作出或擬作出的任何行動。

5. Credit Reports 信貸報告

- a) The Borrower consents that the Bank may conduct such credit reference check as the Bank deems appropriate against the Borrower.
借款人同意本行可以對借款人進行本行認為適合的信貸檢查。
- b) As a condition for granting credit facilities to Small and Medium Size Enterprises ("SMEs"), an explicit consent from the related SME must be obtained to enable the Bank to report and retrieve information in relation to its banking facilities to and from the Commercial Credit Reference Agency ("CCRA"). If the Borrower is, in the opinion of the Bank, categorised as a SME, the Borrower shall sign and return the Customer Consent Form to the Bank together with this application. Please note that if this consent is not given, the Bank will be unable to proceed with the transaction.
作為向中小型企业（「**中小企**」）授信的條件，本行須從有關中小企獲得明確同意，才可向或由商業信貸資料服務機構就本行授信提交及取得資料。如本行認為借款人應被歸類為中小企，借款人須簽署《客戶同意書》並連同本申請送予本行。請注意，如借款人不提供此同意書，本行將無法繼續進行交易。

6. Compliance Activity 合規活動

The Bank and other members of the HSBC Group are required to act in accordance with the laws and regulations and comply with requests of public and regulatory authorities operating in various jurisdictions which relate to, amongst other things: (i) the prevention of money laundering, terrorist financing, corruption, tax evasion and the provision of financial and other services to any persons or entities which may be subject to economic or trade sanctions; or (ii) the investigation or prosecution of, or the enforcement against, any person for an offence against any laws or regulations. The Bank may take, and may instruct members of the HSBC Group to take, any action which the Bank in its sole and absolute discretion considers appropriate to prevent or investigate crime or the potential breach of sanctions regimes or to act in accordance with relevant laws, regulations, sanctions regimes, international guidance, relevant HSBC Group procedures and/or the direction of any public, regulatory or industry body relevant to any member of the HSBC Group. This includes the interception and investigation of any payment, communication or instruction, and the making of further enquiries as to whether a person or entity is subject to any sanctions regime ("**Compliance Activity**"). Neither the Bank nor any member of the HSBC Group will be liable to the Borrower(s) in respect of any loss (whether direct, consequential or loss of profit, data or interest) or delay, suffered or incurred by any party, caused in whole or in part by (i) actions taken, or delays or failure in performing any obligations under the Facility Letter by the Bank, or (ii) any steps taken by the Bank or any member of the HSBC Group, pursuant to Compliance Activity.

本行及滙豐集團其他旗下成員必須依照法律及法規行事，並遵守不同司法管轄區的公營及監管機構的要求，該等法律、法規及要求與下列事宜相關：(i) 預防清洗黑錢、恐怖分子融資、貪污、逃稅以及向可能受到經濟或貿易制裁的任何人士或實體提供金融及其他服務；或 (ii) 對違反任何法律或法規的任何人士進行調查、起訴或強制執行的要求。本行可採取並指示滙豐集團旗下成員採取本行按其全權及絕對酌情權認為適當的任何行動，以防止或調查犯罪或制裁機制的潛在違反，或根據相關法律、法規、制裁機制、國際指引、相關滙豐集團程序及/ 或與任何滙豐集團旗下成員相關的公營、監管或行業機構的指示行事。此包括攔截及調查任何付款、通訊或指示，以及就個人或實體是否受任何制裁機制所約束而作出進一步查詢（「**合規活動**」）。對借款人就 (i) 本行採取任何行動、延遲或未能履行此授信函下的任何義務，或 (ii) 本行或任何滙豐集團旗下成員根據合規活動作出的任何行動而令借款人產生並蒙受或招致的任何全部或部分損失（不論是直接或相應而生的損失或利潤、資料或利息損失）或延遲，本行及任何滙豐集團旗下成員無需向借款人負責。

"**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.

「**滙豐集團**」指 HSBC Holdings plc、其附屬公司、有關法人團體、有關連實體及企業，而且其任何分行、旗下成員或辦事處應按此解釋。

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

- 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：
 - Technology Voucher Programme ("**TVP**") by the Innovation and Technology Commission; 創新科技署的「科技券」（「**TVP**」）
 - 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
 - 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**」）。
- 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

- 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

- 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

- 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。
- 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。
- 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為準。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為準。
- 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。

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

- 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（「**八達通**」）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

- 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：

- be an existing merchant of Octopus; and 為八達通的現有商戶；及
- 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

- 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 八達通商戶融資	COMF1

- 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（「**八達通資料手續費**」）。

Offer 優惠

- 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

- 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。
- 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。
- 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為準。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為準。
- 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。
- 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。