

Minimum Criteria and Document Checklist 申請門檻及文件清單

- Below sets out the minimum criteria which are required for making this application. Please read and tick them to confirm that you can satisfy them. Please note that they are only the minimum criteria which we require for assessing this application and we are not obliged to grant the loan which you apply for under this application. Please refer to the application form for details of the applicable terms and conditions.
以下列出提出本申請所需的申請門檻。請閱讀及在方格內加上剔號以確認閣下/貴公司可符合申請門檻。請注意，它們只是本行評估本申請時所需之申請門檻，而本行並無義務向閣下/貴公司提供本申請下申請之貸款。有關適用條款及細則之詳情，請參閱申請表內容。
- To facilitate our processing, please also fill in the below document checklists and send copies of the documents required (documents supplied, including this application form, are not returnable).
為方便本行儘速處理閣下/貴公司的申請，請同時填寫以下文件清單並遞交各所需文件的副本（所有提交文件，包括此申請表，均不會發還）。
- We may further ask you to provide updated or additional supporting documents as we think appropriate or at the request of HKMC Insurance Limited.
本行可能會要求閣下/貴公司進一步提供本行認為適當或應香港按揭保險有限公司要求之更新或附加的文件。

Business Entity and Business Operation Requirement 商業實體及業務經營要求

Criteria 申請資格

- The applicant is from one of the specified sectors of the following: 申請人從事以下其中一種特選行業：
 (a) Licensed Travel Agent 持牌旅行代理商 (LTA100)
 (b) Local Tour Coach Registered Owner (A01) 本地旅遊巴士登記車主 (LTC100)
 (c) Cross-boundary Coach Registered Owner (A05) 跨境巴士登記車主 (CBC100)
 (d) Cross-boundary Hire Car Registered Owner 跨境出租汽車登記車主 (CHC100)
 (e) Cross-boundary Ferry Registered Owner 跨境渡輪船東 (CBF100)
 (f) Cross-boundary Ferry Operator (joint application with Registered Owner) 跨境渡輪營辦商（與船東共同申請）(CBF100)
- The applicant must fulfill the criteria(s) and document(s) requirement of the specified sector, please refer to section (a) to (f) for details.
申請人必須符合有關特選行業的申請及文件要求，詳情請參閱 (a) 至 (f) 部分。
- Non-HK incorporated Borrowers/Guarantors only* - Legal opinion from external legal professionals¹ qualified in the jurisdiction of the company's incorporation confirming the authority and power of the company to enter into the relevant facility or guarantee.
只適用於非香港成立之借款人/擔保人—由有位於公司成立地法律執業資格的外部律師¹發出的法律意見，確定公司有權力及能力申請有關貸款或擔保書。

(a) Licensed Travel Agent 持牌旅行代理商 (LTA100)

Criteria 申請資格

- The applicant must be a company, sole proprietorship, partnership or unincorporated body of persons which has business operation in Hong Kong and remains registered under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong).
申請人必須是一間在香港有業務運作及根據《商業登記條例》（香港法例第 310 章）註冊的公司、獨資經營商號、合夥商號或非法人團體。
- The applicant must be a travel agent licensed under the Travel Industry Ordinance (Chapter 634 of the Laws of Hong Kong).
申請人必須是一間根據《旅遊業條例》（香港法例第 634 章）註冊的持牌旅行代理商。

Maximum Facility Amount 最高貸款金額

Base on the number of employees 基於僱員人數*：

Number of Employees 僱員人數	Maximum Loan Amount 最高貸款金額
1 - 10	HKD1,000,000
11 - 49	HKD2,500,000
50 or above	HKD5,000,000

*For applicant that have applied for and received subsidy under the second round Anti-epidemic Fund (AEF 2.0), the maximum loan amount will be subject to the cap of the number of employees as at 31 March 2020 according to the records of AEF 2.0.

*若申請人曾申請並受惠於第二輪防疫抗疫基金，最高貸款金額會取決於提供截至 2020 年 3 月 31 日合資格獲得 AEF 2.0 補貼的員工人數。

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- A valid travel agent licence issued under the Travel Industry Ordinance (Chapter 634 of the Laws of Hong Kong) on 29 April 2023 and upon loan drawdown. 在 2023 年 4 月 29 日至提取貸款期間，根據《旅遊業條例》（香港法例第 634 章）有效之香港旅行代理商牌照。
- Any one of the following 以下其中一項：
 - Successfully applied for and received subsidy under the second round Anti-epidemic Fund (AEF 2.0)
曾成功申請並受惠於第二輪防疫抗疫基金 (AEF 2.0)
 - Wage payment records, Mandatory Provident Fund (MPF) payment record and MPF remittance statements for any two (2) consecutive months issued between 31 March 2020 and 29 April 2023.
由 2020 年 3 月 31 日至 2023 年 4 月 29 日期間，任何連續 2 個月的工資發薪紀錄、強積金供款紀錄及強積金供款結單。

(b) Local Tour Coach Registered Owner (A01) 本地旅遊巴士登記車主 (LTC100)

Criteria 申請資格

The applicant must be, on any date during the 4-year period between 30 April 2019 and the date of launch of the Scheme on 29 April 2023: 申請人必須在 2019 年 4 月 30 日至 2023 年 4 月 29 日計劃開始 4 年期間：

- The applicant is a registered owner of the bus and a non-franchised bus operator. 申請人是旅遊巴士登記車主且非專營巴士營辦商。
- With a valid "Passenger Service Licence" (PSL) issued by the Transport Department for provision of tour service.
持有由運輸署簽發的有效「客運營業證」以提供旅遊服務。
- (For each relevant bus) With a valid "Passenger Service Licence Certificate" (PSLC) with (A01)³ "Tour Service" endorsement by the Transport Department; or (每輛相關巴士) 持有由運輸署簽發的有效「客運營業證證明書」且有 (A01)³ 遊覽服務批註；或
With an approval-in-principle letter issued by Transport Department for the replacement of the local tour coach on or before the launch date of the scheme. 持有在計劃開始前由運輸署簽發的書面原則上批准更換本地旅遊巴士。

Maximum Facility Amount 最高貸款金額

HKD100,000² per eligible tour coach 每部合資格旅遊巴士港幣 10 萬²

Document Checklist 文件清單

- The latest Vehicle Registration Document 車輛登記文件
- A valid "Passenger Service Licence" (PSL) 有效的「客運營業證」
- Any one of the following 以下其中一項：
 - A valid "Passenger Service Licence Certificate" (PSLC) with (A01)³ "Tour Service" endorsement by the Transport Department. 由運輸署簽發的有效「客運營業證證明書」且有 (A01)³ 遊覽服務批註。
 - An approval-in-principle letter issued by Transport Department on or before 29 April 2023 for the replacement of the local tour coach. 在 2023 年 4 月 29 日或之前由運輸署簽發的書面原則上批准更換本地旅遊巴士。

(c) Cross-boundary Coach Registered Owner (A05) 跨境巴士登記車主 (CBC100)**Criteria 申請資格**

The applicant must be, on any date during the 4-year period between 30 April 2019 and the date of launch of the Scheme on 29 April 2023: 申請人必須在 2019 年 4 月 30 日至 2023 年 4 月 29 日計劃開始 4 年期間：

1. The applicant is a registered owner of the bus and a non-franchised bus operator. 申請人是旅遊巴士登記車主且非專營巴士營辦商。
2. With a valid "Passenger Service Licence" (PSL) issued by Transport Department for provision of cross-boundary coach service. 持有由運輸署簽發的有效「客運營業證」以提供跨境旅遊服務。
3. (For each relevant bus) With a valid "Passenger Service Licence Certificate" (PSLC) with (A05)³ "International Passenger Service" endorsement by the Transport Department and holder of a "Closed Road Permit" (CRP); or (每輛相關巴士) 持有由運輸署簽發的有效「客運營業證證明書」且有 (A05)³ 國際乘客服務批註，並持有封閉道路通行許可證；或
With an approval-in-principle letter issued by Transport Department for the replacement of the cross-boundary coach on or before the launch date of the Scheme. 持有在計劃開始前由運輸署簽發的書面原則上批准更換跨境巴士。

Maximum Facility Amount 最高貸款金額

HKD100,000² per eligible cross-boundary coach 每部合資格跨境巴士港幣 10 萬²

Document Checklist 文件清單

- The latest Vehicle Registration Document 車輛登記文件
- A valid "Passenger Service Licence" (PSL) 有效的「客運營業證」
- Any one of the following 以下其中一項：
 - A valid "Passenger Service Licence Certificate" (PSLC) with (A05)³ "International Passenger Service" by the Transport Department and holder of a "Closed Road Permit" (CRP). 由運輸署簽發的有效「客運營業證證明書」且有 (A05)³ 國際乘客服務批註及封閉道路通行許可證。
 - An approval-in-principle letter issued by Transport Department on or before 29 April 2023 for the replacement of the cross-boundary coach. 在 2023 年 4 月 29 日或之前由運輸署簽發的書面原則上批准更換跨境巴士。

(d) Cross-boundary Hire Car 跨境出租汽車登記車主 (CHC100)**Criteria 申請資格**

The applicant must be, on any date during the 4-year period between 30 April 2019 and the date of launch of the Scheme on 29 April 2023: 申請人必須在 2019 年 4 月 30 日至 2023 年 4 月 29 日計劃開始 4 年期間：

1. The applicant is a registered owner of the private car. 申請人是私家車登記車主。
2. With a valid hire car permit issued by Transport Department for provision of cross-boundary hire car (CBHC) service. 持有效由運輸署簽發的「出租汽車許可證」以提供跨境出租汽車服務。
3. (For each relevant vehicle) Holder of a Closed Road Permit (CRP) or (每輛相關車輛) 持有封閉道路通行許可證；或
With an approval-in-principle letter issued by Transport Department for the replacement of the cross-boundary hire car on or before the launch date of the Scheme. 持有在計劃開始前由運輸署簽發的書面原則上批准更換跨境出租汽車。

Maximum Facility Amount 最高貸款金額

HKD80,000² per eligible cross-boundary hire car 每部合資格出租車港幣 8 萬²

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- The latest Vehicle Registration Document 車輛登記文件
- A valid hire car permit for provision of cross-boundary hire car (CBHC) service 有效的「出租汽車許可證」以提供跨境出租汽車服務
- Any one of the following 以下其中一項：
 - With a Closed Road Permit (CRP), or 持有封閉道路通行許可證，或
 - An approval-in-principle letter issued by Transport Department on or before 29 April 2023 for the replacement of a CBHC. 在 2023 年 4 月 29 日或之前由運輸署簽發的書面原則上批准替換跨境出租汽車。

Business Entity and Business Operation Requirement (Continued) 商業實體及業務經營要求 (續)

(e) Cross-boundary Ferry Owner/Operator 跨境渡輪渡輪船東/ 營辦商

(f) Cross-boundary Ferry Operator (joint application with Registered Owner) 跨境渡輪營辦商 (與船東共同申請)

(CBF100)

Criteria 申請資格

The applicant must be, on any date during the 4-year period between 30 April 2019 and the date of launch of the Scheme on 29 April 2023: 申請人必須在 2019 年 4 月 30 日至 2023 年 4 月 29 日計劃開始 4 年期間：

1. An operator of the eligible cross-boundary ferry. 申請人是跨境渡輪營辦商。
2. With the registered owner's endorsement for the operator to take out the Loan by the operator. 持有登記船東經由營辦商申辦貸款之授權。
3. A holder of a valid "Certificate of Registry" or "Certificate of Ship's Nationality". 持有有效的「註冊證明書」或「船舶國籍證書」。
4. With a valid "Permit to Operate High Speed Craft". 持有有效的「高速船營運許可證」。

Maximum Facility Amount 最高貸款金額

HKD2,000,000 per eligible cross-boundary ferry 每部合資格跨境渡輪港幣 2 百萬。

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- A valid "Certificate of Registry" or "Certificate of Ship's Nationality" 持有有效的「註冊證明書」或「船舶國籍證書」。
- With a valid "Permit to Operate High Speed Craft" endorsement issued pursuant to section 8 of Merchant Shipping (Safety) (High Speed Craft) Regulation (Chapter 369, section 107) or issued in conformity with Chapter 1 of the HSC Code by or on behalf of the government of the State or territory in which the craft is registered. 持有根據《商船(安全)(高速船)條例》(第 369 章, 第 107 節) 第 8 條簽發的, 或由船舶註冊所在州或領地政府或代表其根據高速船規則第一章頒發的有效的「高速船營運許可證」。

Company Document Checklist 公司文件清單

- Any one of the following 以下其中一項：
 - HK incorporated company 香港註冊公司
 1. Valid Business Registration Certificate 有效之商業登記證
 2. Certificate of Incorporation 公司註冊證書 – *Limited Company only* 只適用於有限公司
 3. Company Search (NAR1) 公司查冊 (NAR1) – *Limited Company only* 只適用於有限公司
 4. *If applicable* – documents to show shareholder change ("bought and sold note" and "instrument of transfer") if the change is effected after last NAR1 filing. 如適用 – 如在上次提交 NAR1 表格後有股東變更, 請提交有關股東變更的文件 (「股票買賣協議」及「轉讓文件」)。
 - Non HK incorporated company 非香港註冊公司
 1. Certificate of Incumbency (COI) issued within 6 months. 由公司註冊代理人於最近六個月發出的董事、股東證明書。
 2. *Non-HK incorporated Borrowers/Guarantors only* - Legal opinion from external legal professionals¹ qualified in the jurisdiction of the company's incorporation confirming the authority and power of the company to enter into the relevant facility or guarantee. 只適用於非香港成立之借款人/擔保人 – 由有位於公司成立地法律執業資格的外部律師¹ 發出的法律意見, 確定公司有權力及能力申請有關貸款或擔保書。
- 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

Credit History 信貸紀錄

- The applicant (or, in the case of sole proprietorship, the sole proprietor) must not have record of winding up or bankruptcy petition or proceedings. 並無針對申請人 (如是獨資經營商號, 獨資經營者) 之清盤或破產呈請或程序之紀錄。
- Any guarantors must not have record of bankruptcy or winding up petition or proceedings. 並無針對任何擔保人之破產或清盤呈請或程序之紀錄。
- Both the applicant and the guarantors have no Outstanding Default⁴ as at the date of submission and drawdown. 在申請及提取貸款之日, 借款人及擔保人沒有任何未清償欠債⁴。

Guarantees 擔保**Criteria 申請資格**

1. Personal Guarantees are required from individual(s) who, directly or indirectly, hold(s) or is/are beneficially entitled to more than 50% of the issued share capital or equity interest of the Borrower; or 須提供個人擔保。擔保人 (等) 必須是直接或間接地擁有或受益超過借款人已發出股本或實際權益 50% 的自然人; 或
2. Corporate Guarantees (irrevocable, unconditional and legally binding) from the applicant's parent or holding company if the applicant is a corporation, or a wholly-owned subsidiary of a corporation, which has any of its shares listed on the Stock Exchange of Hong Kong Limited (HKEX). 若申請人或其全資擁有的控股公司在香港交易所上市, 可提供不可撤銷的、無條件的、且具有法律約束力的公司擔保代替。

Document Checklist 文件清單

- Any one of the following 以下其中一項：
 - For Limited Company Only* - Completed "Guarantee by Individual(s)" booklet and Consent for Use and Disclosure of Personal Data. 只適用於有限公司 – 已填妥的「個人擔保書」及使用披露個人資料同意書。
 - For Holding Company is listed on HKEX Only* - Completed "Guarantee (Limited Amount)" 只適用於在香港交易所上市的控股公司 – 已填妥的「擔保書 (設有限額)」。
 - For non-HK domiciled guarantors only* – A legal opinion from external legal professionals¹ qualified in the jurisdiction of the guarantor confirming that all necessary documents have been properly executed, that the terms and the choice of the governing law as specified in the documents will be recognised/enforceable in the jurisdiction of the guarantor. Not required for guarantor domiciled in Australia, Bermuda, BVI, Cayman Islands, France, Germany, Japan, China, United Kingdom or United States of America. 只適用於非香港居籍的擔保人 – 由擔保人位於的司法管轄區內具法律執業資格的外部律師¹ 發出的法律意見, 確認所有所需文件已妥為簽訂、文件內之條款及所選法律是會被該司法管轄區承認/ 強制執行。如擔保人在以下司法管轄區居籍則不需提供: 澳洲、百慕達、英屬處女群島、開曼群島、法國、德國、日本、中國、英國或美國。

Use of Proceeds 貸款用途

- Loan proceeds must be used for 貸款之款項必須用於：
 - Meeting needs in general working capital for the applicant's resumption of business (for Licensed Travel Agents); or 配合申請人復業的一般營運資金需要 (適用於持牌旅行代理商)；或
 - Repair and/or maintenance of and buying insurance for the relevant vehicle(s) or vessel for the applicant's resumption of passenger transport service (for Local Tour Coach, Cross-boundary Tour Coach, Cross-boundary Hire Car, Cross-boundary Ferry). 申請人恢復客運服務用的有關車輛或船隻維修和購買保險需要 (適用於本地旅遊巴士、跨境旅遊巴士、跨境出租車、跨境渡輪)。
- Loan proceeds must not be used, whether in whole or in part, for paying, repaying, restructuring or repackaging all or any part of any loan, credit facility or payment obligation of the applicant, its Subsidiaries or its Related Entities to the Bank⁵. 貸款之款項不得全部或部分被使用於支付、償還、重組或重新包裝申請人、申請人的附屬公司或申請人的相關實體⁵欠本行的所有或任何貸款、信貸授信或付款義務的任何部分。
- Loan proceeds will be credited to repayment account or other HKD account if repayment account is an overdraft account or is overdrawn. 貸款款項將存入還款戶口，或如還款戶口是透支戶口或存在透支，貸款款項將存入其他港元戶口。
- Loan drawdown instruction to credit loan proceeds to Borrower's same named account with the Bank. 貸款提款指示款項存入借款人於本行之同名戶口。

Submission Instructions 提交本申請之提示

Please follow the procedure below to submit the Dedicated 100% Loan Guarantee Scheme Application:

請依照以下程序提交百分百擔保貸款專項計劃申請予本行：

1. Complete this Dedicated Loan Guarantee Scheme Application form. 請填妥本百分百擔保貸款專項計劃申請表格。
2. Deliver all the following completed forms along with relevant supporting documents to any of our Document Collection Points (refer to HSBC Commercial Banking website for details on Document Collection Points) or send by post to "Business Loans Team" at 8/F, Tower 3, HSBC Centre, 1 Sham Mong Road, Kowloon, Hong Kong. Application will only be processed when all supporting documents and signed forms have been received.
請將以下所有填妥之表格連同有關證明文件送至本行之任何一個文件收集網點 (請登入滙豐商業理財網站了解文件收集網點詳情)，或郵寄至「商業貸款申請組」：香港九龍深旺道 1 號滙豐中心 3 座 8 樓。本行將在收到所有證明文件及已簽署之表格後方會處理申請。
 - Application Form for Dedicated 100% Loan Guarantee Scheme 百分百擔保貸款專項計劃申請表格
 - Guarantee by Individuals or (if applicable) Corporate Guarantee 個人擔保書或 (如適用) 公司擔保書
 - Dedicated 100% Loan Guarantee Scheme - Application Form (DLGS102(B)) 百分百擔保貸款專項計劃 – 貸款申請表 (DLGS102(B))
3. Application result will be notified by post. Please ensure your bank recorded correspondence address is up-to date.
本行將以郵寄通知閣下/ 貴公司之申請結果。請確保閣下/ 貴公司於本行紀錄之通訊地址是最新的通訊地址。

¹ Please contact HSBC for panel lawyers or to check if your jurisdiction falls under a master legal opinion.
請聯絡本行查詢可使用之律師行或查詢閣下之司法管轄區是否已取得法律意見。

² The application of the specified sectors (b), (c) and (d) can only submit one loan application for each vehicle, top-up loan application will not be considered.
有關指定行業 (b)、(c) 及 (d) 之貸款申請，每輛有關車輛的貸款申請只限申請一次，加額申請將不獲考慮。

³ For bus owners holding both A01 and A05 endorsements, the Borrower should submit their applications vide (c) Cross-boundary Coach Owner (A05).
若巴士車主同時持有 A01 和 A05 服務批註，應遵從 (c) 跨境巴士登記車主方式申請。

⁴ "Outstanding Default" means a failure to repay or pay a loan, interest or other payment, or any part thereof, in accordance with the relevant facility, whereby the indebtedness remains outstanding for more than 60 days after the relevant repayment or payment date, (i) as evidenced by the latest report issued by any credit information provider made available to the Bank and which is issued not earlier than 30 days prior to the date of submission of the Dedicated 100% Loan Guarantee Scheme Application Form to HKMCI or upon its reasonable request; or (ii) in respect of any facility granted by the Bank with reference to the Bank's records, external credit information search as appropriate.

「未清償欠債」是指未按照相關授信償還貸款、利息或其他款項或其任何部分，而債務在相關到期還款或支付日後已拖欠多於 60 天而仍未被償還或支付，且 (i) 由任何信貸資料提供者向本行提供的最新報告所證明，而該報告的發出日期不早於提交百分百擔保貸款專項計劃 – 貸款申請表予香港按揭保險公司的日期或其作出合理要求的日期的30天前；或 (ii) 涉及有關本行授予的任何授信 (按本行紀錄及其他外部財資核實，如適用)。

⁵ "Related Entity" shall be construed so that a person (A), being a sole proprietor, partnership or company, and another person (B), being a sole proprietor, partnership or company, are Related Entities of each other if any one or more persons, individually or jointly, directly or indirectly, hold, beneficially own or control any business interest in each of A and B.

「相關實體」解釋為，對一位人士 (A) 作為獨資經營商號、合夥商號或公司而另一位人士 (B) 作為獨資經營商號、合夥商號或公司，如任何一位或多位人士單獨或共同、直接或間接地擁有、實益持有或控制 A 及 B 分別的任何商業權益，則雙方均是對方的相關實體。

"business interest" in relation to a company means the shares or equity interest of such company, and in relation to a partnership means the aggregate or overall rights or entitlements to participate in a distribution of profits of such partnership.

某一間公司的「商業權益」是指該公司的股份或股權，而某一間合夥商號的「商業權益」是指總體或所有可參與分配該合夥商號的利潤的權利或應享權利。

"Subsidiary" has the same meaning given to it in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).

「附屬公司」的涵義與《公司條例》(香港法例第622章) 所賦予的涵義相同。

Application Form for Dedicated 100% Loan Guarantee Scheme 百分百擔保貸款專項計劃申請表格

Important Notes 重要事項：

- Please complete **ALL** applicable sections in Block Letters. 請以正楷填寫**所有**適用部分。
- Please tick "✓" where applicable. 請在適當的地方加上剔號「✓」。
- In case of discrepancies between the English and Chinese versions of this Form, the English version shall prevail.
本表格之英文版本及中文版本如有歧異，概以英文版本為準。

Reference Number 參考編號	
Date 日期	DD/MM/YYYY 日/月/年

I/We apply to The Hongkong and Shanghai Banking Corporation Limited (the "Bank") for Dedicated 100% Loan Guarantee Scheme Loan (the "Loan") under the Dedicated 100% Loan Guarantee Scheme (the "Scheme" or "DLGS") operated by HKMC Insurance Limited ("HKMCI");

本人/本公司向香港上海滙豐銀行有限公司（「貴行」）申請由香港按揭保險有限公司所經營之「百分百擔保貸款專項計劃」（「擔保計劃」）下的（百分百擔保專項貸款）（「貸款」）：

A. BUSINESS INFORMATION 業務資料

Company Name of the Applicant 申請公司名稱

English 英文

Chinese 中文

Country / Region / Jurisdiction of Incorporation / Registration 註冊國家/地區

Hong Kong 香港 Others 其他 (please specify 請列明):

Company Type 公司類別

Limited Company 有限公司

Partnership 合夥經營商號

Sole Proprietorship 獨資經營商號

Business Identification Document Details 商業證明文件資料

Certificate of Incorporation
公司註冊證書*

*For Limited company please fill in both Certificate of Incorporation and Business Registration Certificate. 有限公司請填寫公司註冊證書及商業登記證號碼。

Business Registration Certificate
商業登記證*

Expiry Date 到期日

DD/MM/YYYY 日/月/年

Date of Incorporation/Registration
註冊日期

DD/MM/YYYY 日/月/年

Date of Business Commencement
開業日期

DD/MM/YYYY 日/月/年

Business Address 營業地址

Business Address
營業地址

Details of Contact Person 聯絡人資料

Name

姓名

Telephone Number

電話號碼

Job Title

職銜

Business E-mail Address

商用電郵地址

B. LOAN REQUEST DETAILS 申請貸款資料

Specified Sector 特選行業

Specified Sector of Applicant 申請人特選行業

Licensed Travel Agent 持牌旅行代理商

Cross-boundary Coach Registered Owner (A05) 跨境旅遊巴士登記車主

Cross-boundary Ferry Registered Owner 跨境渡輪登記船東

Local Tour Coach Registered Owner (A01) 本地旅遊巴士登記車主

Cross-boundary Hire Car Registered Owner 跨境出租汽車登記車主

Cross-boundary Ferry Operator (joint application with Registered Owner)
跨境渡輪營辦商（與登記船東共同申請）

Loan Application Details – Supplemental 申請補充資料

Complete the Loan Application Form (Form DLGS102(B)) for application details

填妥貸款申請表格(DLGS102(B))以提供申請詳情

Complete and attached 填妥並附上

Note: One Loan Application Form is applicable to one Borrower and up to ten passenger transport vehicles, or in the case of cross-boundary ferry, one Application Form per ship. For additional vehicles or ship, please provide additional application form.

注意：一份申請表格僅適用於一名申請人和最多十輛客運車輛，或如屬跨境渡輪，每份申請表只限一艘船隻，若申請包括多於十輛客運車輛或一艘船隻，請多填寫一份申請表格。

Loan 貸款

Maximum Loan Amount

可申請貸款金額

HKD 港幣

Loan Amount under this Application* 本次申請貸款金額*

HKD 港幣

* Note: For application related to Local Tour Coach / Cross-boundary Coach / Cross-boundary Hire Car, only one application submission is allowed.

* 注意：有關本地旅遊巴士/ 跨境巴士/ 跨境出租車的貸款申請只限於一次性。

Loan Tenor 貸款期

(Maximum 120 months 上限為 120 個月)

Months / 個月

Interest Rate 利率

P-2.25% per annum, whereas P is HSBC's HKD best lending rate, provided that if on the drawdown date of the Loan, the net interest rate which is equivalent to the prime lending rate for Hong Kong Dollars quoted by the Hong Kong Mortgage Corporation Limited (the "HKMC") minus 2.5% per annum (the "Net Interest Rate") is different from the interest rate so determined, the interest rate on the Loan drawdown date shall be automatically adjusted as equivalent to the Net Interest Rate. After the Loan drawdown, the interest rate will be P-2.25% per annum and will be adjusted in accordance with any changes to the applicable HSBC's HKD best lending rate. Please note that after the Loan drawdown, the overall interest rate will change in accordance with HSBC's HKD best lending rate, which may not move in tandem with the prime lending rate for Hong Kong Dollars quoted by HKMC.

利率是最優惠利率-2.25%年利率，而最優惠利率指本行之港元最優惠利率，但如果在貸款提款日相等於由香港按揭證券有限公司（「香港按揭」）釐訂之港元借貸利率減 2.5%年利率後之淨利率（「淨利率」）與最優惠利率-2.25%年利率不同，則貸款提款日的利率將會自動調整為是等於淨利率。在貸款提款後，利率為最優惠利率-2.25%年利率，並將按本行之港元最優惠利率的更改不時調整。請注意，在貸款提款後，整體利率會按本行之港元最優惠利率變更，而這可能不會與香港按揭的港元借貸利率同步變更。

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：

Application of Principal Repayment Holiday 本金延期償付申請

I/We apply for the principal repayment holiday period of (Note) months (commencing from the drawdown date of the Loan). I/We understand that if such application is accepted by the Bank, interest accrued shall continue to be paid by monthly instalments during principal repayment holiday period. After the end of the principal repayment holiday period, the principal amount of the Loan, together with the applicable interest amount, will be repaid by equal monthly instalments over the remaining Loan tenor, provided that the last instalment shall be the balance outstanding under the Loan.

本人/ 本公司現向貴行申請本金延期償付期，共 (註釋) 個月（貸款提款日起計），本人/ 本公司知悉，如貴行接受申請，在本金延期償付期內累計利息仍須每月支付。在本金延期償付期完結後，貸款的本金連同適用的利息金額須在剩餘的貸款期內每月分期等額償還，惟最後一筆分期的金額應為貸款的未償還餘額。

Note 注意： The maximum principal repayment holiday period which you can apply for in this application cannot exceed 12 months.
在本申請下閣下可申請的最長本金延期償付期不可超過 12 個月。

C. Confirmation 確認事項

Are you/the applicant being sued by any other financial institution(s)?

閣下/ 申請人現時是否有被其他金融機構起訴？

YES 是

No 否

Is/Are the Guarantor(s) being sued by any other financial institution(s)?

擔保人現時是否有被其他金融機構起訴？

YES 是

No 否

Do you / the applicant fulfill all Eligible Criteria under the Scheme?

閣下/ 申請人現時是否已符合所有在擔保計劃下對借款人的合資格要求？

YES 是

No 否

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 是

(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)

Position held 職位

Full Name in English 英文全名

Full Name in Chinese 中文全名

Position held 職位

Full Name in English 英文全名

Full Name in Chinese 中文全名

No 否

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.

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 the section entitled "Banking (Exposure Limits) Rules (Cap.155S)" in Terms and Conditions ("Section") for further information on how it may be considered as related or connected to the HSBC Group. The Section 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>.

借款人可參考條款及細則載列的「第 155S 章《銀行業（風險承擔限度）規則》」部分獲取更多有關其如何會被視為滙豐集團關連人士之資訊。該部分只供參考並非合約條款。貴公司亦可瀏覽以下網頁查看銀行業（風險承擔限度）規則 <https://www.elegislation.gov.hk/hk/cap155S>。

E. 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。

Guarantor: Please ensure the aggregate ownership is over 50% for selected guarantors. 擔保人：請確保保剔選之擔保人持股量超過五成。

(If the applicant is a subsidiary of a corporation which has any of its shares listed on the Stock Exchange of Hong Kong Limited, corporate guarantee from the applicant's parent (which is a listed company) is equivalent. 若申請人為香港交易所上市公司之附屬公司，可提供申請人上市的母公司之擔保代替。)

Associate Person or Entity 關聯人或關聯公司

Relationship with the Company
與公司的關係

Guarantor 擔保人 Director 董事
 Shareholder 股東

Guarantor 擔保人 Director 董事
 Shareholder 股東

Ownership
持股量

%

%

Name in English
英文姓名

Name in Chinese
中文姓名

(For Personal Guarantor Only)
(只適用於個人擔保)

Identity Document Type
身分證明文件類別

Hong Kong Identity Card 香港身份證
 Passport 護照號碼

Hong Kong Identity Card 香港身份證
 Passport 護照號碼

Hong Kong Identity Card/Passport
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
(Disclaimer - Will not impact personal account records 免責聲明 - 此不會影響個人賬戶之紀錄)

Residential Status
居住狀況

Mortgaged 按揭 Owned Property 自置
 Rented 租用
 Others (please specify) 其他 (請註明) :

Mortgaged 按揭 Owned Property 自置
 Rented 租用
 Others (please specify) 其他 (請註明) :

Time at Current Residential Address
居住現址年期

MM/YYYY 月/年

MM/YYYY 月/年

Residential Telephone Number
住宅電話號碼

Mobile/Pager Number
手提電話/ 傳呼機號碼

Office Telephone Number
辦事處電話號碼

(For Corporate Guarantor Only)
(只適用於企業擔保)

Certificate of Incorporation Number
公司註冊證書號碼

Date of Incorporation/Registration
註冊日期

DD/MM/YYYY 日/月/年

DD/MM/YYYY 日/月/年

Business Registration Certificate
商業登記證

Company Address 公司地址
(Disclaimer - Will not impact personal account records 免責聲明 - 此不會影響公司賬戶之紀錄)

Office Telephone Number
辦事處電話號碼

Terms and Conditions of Dedicated 100% Loan Guarantee Scheme Loan (百分百擔保專項貸款) 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 Dedicated 100% Loan Guarantee Scheme Loan (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」) 應包括借入人不時指定的任何替代戶口) (百分百擔保專項貸款) (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

- 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 floating interest rate per month applicable to the Loan. All interest will accrue daily and is calculated on the basis of the actual numbers of days elapsed and a year of 360 days (and as may be adjusted in case of a leap year). Any interest shall be payable on demand. The monthly repayment amount will be rounded up to one decimal place.
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浮息。所有利息將每日累計及以實際經過日數及一年為 360 日 (在閏年有相應調整) 為基礎計算。任何利息在被要求時應予支付。每月還款額將被約至角位收取。
- 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。
- 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。
- 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入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。
- Interest will be charged on any sums due but not paid at the rate of 8% per annum over our HKD best lending rate for the Loan (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，則須適用本行港元最優惠利率年息加 8% 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。借入人繳付此項利息的時間由本行決定，並可隨時要求借入人立即繳付此項利息。
- 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.
本行將從借入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。
- 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) 將會要求借入人補償。借入人授權本行可不時從還款戶口中扣除此等費用。
- The Bank may require guarantee(s) as credit support in accordance with the requirement of the Scheme.
按揭保計劃要求，本行會要求其就獲批核貸款提供擔保書作信貸支援。
- 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.
如借入人為合夥經營商號，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。借入人對本行的義務和負債，每位合夥人皆需承擔連帶責任。
- 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.
本行需要得到借入人的同意後，才可將其貸款的摘要副本，或借入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，倘若因借入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入人戶口最近期結單的副本及/或借入人的銀行負債詳情，無論是實際或是或有負債。借入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。
- The Bank has certain limitations on advances to persons related to or connected to the 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 the future, that the Borrower immediately advises the Bank in writing.
相關法例對銀行向與滙豐集團有關或聯繫人士放款作出一定限制。借入人需就其一切所知通知本行，借入人是否與滙豐集團有任何關連；如無該通知，本行將假設借入人與滙豐集團沒有關連。倘若在遞交此申請表後，借入人發現自身以下列形式與滙豐集團有任何關連，借入人將儘速以書面通知本行。
- 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入人。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入人。借入人須受此等認為適當方式的修訂約束，借入人須受此等修訂約束，除非借入人於任何修訂生效前將貸款取消並全數還清，則作別論。
- 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。
- 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 reduction, 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.
貸款是按沒有承諾的基礎授予。本行可隨時對借入人的貸款作出覆檢，並有權減少、暫停及撤銷。本行具無被約束的自主權以決定是否准許借入人使用貸款。儘管本申請內其他的條款，本行可全權決定隨時要求借入人立刻清還有關貸款的總結欠及所有利息。

Terms and Conditions of Dedicated 100% Loan Guarantee Scheme Loan (Continued) (百分百擔保專項貸款) 之條款及細則 (續)

15. 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.

本行及其他滙豐集團成員是須按照多個司法管轄地區的法律及法規行動及遵守它們的公共及監管機構的要求，其是（除其他外）有關於：(i) 防止洗黑錢、提供資金予恐怖分子、貪腐、逃稅及向任何可能被經濟或貿易制裁之任何人士或實體提供金融或其他服務；或 (ii) 調查、檢控或強制執行任何人士涉及違反任何法律或法規的罪行。

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**").

本行可採取（或指示滙豐集團成員採取）任何本行以絕對酌情權認為合適的行動，去防止或調查罪行或潛在違反制裁事項，或按有關法律、法規、制裁、國際指引、有關滙豐集團程序及/或對任何滙豐集團成員有關的任何公共、監管及行業機構的指導行動。此包括攔截及調查任何付款、通訊及指示、及進一步查問某一人士或實體是否被制裁（「**合規活動**」）。

Neither the Bank nor any member of the HSBC Group will be liable to the Borrower 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 this application or the Loan by the Bank, or (ii) any steps taken by the Bank or any member of the HSBC Group, pursuant to Compliance Activity.

本行及其他滙豐集團成員均不會因 (i) 本行根據合規活動在本申請或貸款下採取行動或延遲或沒有履行任何義務，或 (ii) 本行及其他滙豐集團成員根據合規活動採取任何步驟，而全部或部分引致任何人士承擔或承受任何損失（無論是直接的、結果的或利潤、資料或利息損失），對借款人負責。

"**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」指滙豐控股有限公司、其附屬公司、關聯企業、關聯實體及業務機構及它們的任何分行，及滙豐集團的成員及辦事處將按此解釋。

16. 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。
17. 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。
18. This application form and these Terms and Conditions shall be governed by the laws of the Hong Kong Special Administrative Region. 本表格及本條款及細則受香港特別行政區法律所管轄。
19. 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

These Additional Terms and Conditions (these "**Additional Terms**") in Part B shall supplement, and form part of, these Terms and Conditions. In the case of any conflict between any provision of Part A of these Terms and Conditions and any provision of these Additional Terms, the latter shall prevail.

本乙部之附加條款及細則（「附加條款」）補充及構成本條款及細則一部分。如本條款及細則甲部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 acknowledges and agrees that HKMC's and HKMCI's rights, including but not limited to its right of subrogation, shall at all times rank in priority to the rights and remedies, if any, of any person giving any Security or guarantee in favour of the Bank or otherwise in relation to the Loan. 借款人確認及同意，香港按揭及香港按揭保險的權利（包括但不限於其代位求償權）在任何時間均優先於任何提供予本行或與貸款有關的抵押品或擔保的人士（如有）之權利及救濟。

For the purpose of these Additional Terms, "**Security**" means a mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest, cash collateral arrangement or other encumbrance of any kind security, or a right conferring a priority of payment in respect of, any obligation to pay of any person or any other agreement or arrangement having a similar effect, but does not include any lien arising in the ordinary course of trading by operation of law and not by contract.

就本附加條款而言，「**抵押品**」指按揭、抵押（無論是固定的或是浮動的）、典押、留置權、抵押權、轉讓、抵押權益、現金抵押安排或任何類型的其他負累，或對任何付款義務賦予任何人士的優先收款權，或具有類似作用的任何其他協議或安排，但不包括在正常交易過程中按法律而非按合同產生的任何留置權。

- b) The Borrower will not do or permit to be done anything which would prejudice or jeopardise the Bank's rights or the rights of the HKMC and/or HKMCI in respect of the Loan. 借款人不可作出或容許作出任何可損害或危及本行及/或香港按揭及/或香港按揭保險與貸款有關之權利的事情。
- c) The Borrower will not create, or permit to be created or subsist, any subsequent Security ranking in priority to or pari passu with any Security that may be given to or held by the Bank for the Loan (whether exclusively or otherwise). 借款人不可建立或容許建立或維持，任何對就貸款而提供予本行或由本行持有的抵押品（無論是專有的或其他）擁有優先或同等等級的後來抵押品。
- d) The Borrower will not sell, sub-lease, charge, part with possession of or otherwise deal with (whether in whole or in part) any business installations and equipment and/or other assets to be acquired with any of the proceeds of the Loan without the Bank's prior written consent, and, if the foregoing has not been complied with, the Borrower shall ensure that all the proceeds or sums realised or generated as a result shall be paid direct to the Bank for application in or towards payment and discharge of all or any indebtedness (which shall be reduced by the relevant amount accordingly) owing to the Bank in such manner and order as the Bank may absolutely think appropriate as consistent with the Scheme. 借款人不可在沒有本行的事前書面同意的情況下出售、轉租、抵押、分出管有權或以其他方式處理（無論是全部或部分）以任何貸款之款項取得的任何商業設施及設備及/或其他資產，及如未能遵守前述規定，借款人須確保由此變成或產生的所有收益或款項會被直接支付予本行，由本行以其絕對決定認為與擔保計劃一致的方式及次序支付或償還結欠本行之所有或任何債項（其因而減少相應的金額）。
- e) Except as permissible under the Scheme, the proceeds of the Loan must not be used directly or indirectly, whether in whole or in part, for:
- 除非擔保計劃下容許，否則貸款之款項不得全部或部分直接或間接地被使用於以下事項：
- paying, repaying, restructuring or repackaging all or any part of any loan, credit facility or payment obligation of the Borrower, the Borrower's Subsidiaries or the Borrower's Related Entities to the Bank; and/or 支付、償還、重組或重新包裝借款人、借款人的附屬公司或借款人的相關實體欠本行的所有或任何貸款、信貸授信或付款義務的任何部分；及/或
 - financing and/or re-financing the acquisition of any business installation, machinery, equipment or other asset that was in the ownership, control or possession of the Borrower, the Borrower's Subsidiaries and/or the Borrower's Related Entities (whether as owner or otherwise) on or at any time before the date on which an application for the Loan is received by the Bank. 對取得任何商業設施、機器、設備及其他資產，其在本行收到申請貸款之日或之前的任何時間已經由借款人、借款人的附屬公司或借款人的相關實體（無論是擁有人或其他身分）擁有、控制或管有，進行融資及/或再融資。

For the purpose of this sub-clause (e) "**Related Entity**" unless the context otherwise requires, shall be construed so that a person (A), being a sole proprietor, partnership or company, and another person (B), being a sole proprietor, partnership or company, are Related Entities of each other if any one or more persons, individually or jointly, directly or indirectly, hold, beneficially own or control any business interest in each of A and B.

就本 (e) 分條而言，除非文義上另有需要，否則「**相關實體**」解釋為，對一位人士 (A) 作為獨資經營商號、合夥商號或公司而另一位人士 (B) 作為獨資經營商號、合夥商號或公司，如任何一位或多位人士單獨或共同、直接或間接地擁有、實益持有或控制 A 及 B 分別的任何商業權益，則雙方均是對方的相關實體。

For the purpose of the foregoing, "business interest" in relation to a company means the shares or equity interest of such company, and in relation to a partnership means the aggregate or overall rights or entitlements to participate in a distribution of profits of such partnership.

就前述內容而言，某一間公司的「商業權益」是指該公司的股份或股權，而某一間合夥商號的「商業權益」是指總體或所有可參與分配該合夥商號的利潤的權利或應享權利。

"Subsidiary" has the same meaning given to it in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).

「附屬公司」的涵義與《公司條例》(香港法例第 622 章) 所賦予的涵義相同。

- f) The Borrower expressly agrees that the Bank may provide such information concerning the Borrower, the Borrower's relationship with the Bank, the conduct of the Borrower's accounts and any facilities, including the Loan, to the HKMCI as the HKMCI may request or which appears to the Bank to be necessary under the Scheme. The Borrower also agrees to permit representatives or appointed agents of the Bank and/or the HKMCI to inspect and obtain copies of the books, records, accounts and any other information relating to the Borrower's business, whether in the paper, electronic or any other form or medium, at the request of the HKMCI.

借款人明確同意，本行可按香港按揭保險的要求或在本行認為按揭計劃下需要的情况下，將有關借款人、借款人與本行的關係、借款人的戶口操作及包括貸款在內的任何授信的資料提供予香港按揭保險。借款人亦同意允許本行及/或香港按揭保險(在香港按揭保險要求下)的代表或被委任代理人檢查及取得與借款人的業務有關的賬簿、紀錄、戶口及任何其他資料的副本，無論其是以書面、電子或其他形式或媒介儲存。

- g) In addition and without prejudice to any other right the Bank, HKMC and/or the HKMCI may have, each of the Bank, HKMC and the HKMCI may at any time access, inspect, obtain, and make copies of (free of charge), any materials (including any document, record and information) of the Borrower (and each partner if the Borrower is a partnership) in connection with the rights, interest, obligations or liabilities of the HKMCI under the Scheme, the related deed between the Bank and the HKMCI and any guarantee issued by the HKMCI.

附加於及在不損害本行及/或香港按揭及/或香港按揭保險可能擁有的任何其他權利的前提下，本行、香港按揭及香港按揭保險各自可隨時接觸、檢查、取得及複製(毋須費用)任何借款人(及每位合夥人(如果借款人是合夥商號))就香港按揭保險在擔保計劃、本行與香港按揭保險的相關契約及任何香港按揭保險發出的擔保下之權利、權益、義務或負債有關的資料(包括任何文件、紀錄及資料)。

- h) The Borrower agrees to promptly complete all necessary forms and applications and execute all documents and provide all necessary information in support of the Borrower's application under the Scheme and/or the Loan. The Borrower will, upon the Bank's request, do or not do such things which the Bank in its opinion is necessary to enable the Bank to comply with its obligations to the HKMCI under the Scheme in respect of the Loan.

借款人同意迅速完成所有必需的表格及申請，並簽訂所有文件及提供所有必需的資料，以支持借款人在擔保計劃及/或貸款下提出的申請。借款人將在本行的要求時，作出或不作出本行認為必需的事情，致使本行能夠履行其在擔保計劃下就貸款須對香港按揭保險遵守的義務。

- i) The Borrower will inform the Bank and the HKMCI as soon as practicable if any of the information the Borrower supplied in connection with the Loan is no longer valid or becomes untrue or inaccurate. If any information the Borrower supplied in connection with the Loan is false or if the Borrower fails to comply with this provision, the Borrower acknowledges that the Bank has the right to suspend or revoke the Loan and the Bank and the HKMCI reserve the right to take legal action against the Borrower.

如由借款人提供與貸款有關的任何資料不再有效或變得不再真實或不正確，借款人須在切實可行的情況下儘快通知本行及香港按揭保險。如由借款人提供與貸款有關的任何資料是虛假的或借款人不遵守本條款，借款人確認本行有權暫停或撤銷貸款，及本行及香港按揭保險保留對借款人提出法律訴訟的權利。

- j) 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, 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)。

- k) The Borrower undertakes to notify the Bank in writing of any proposed change in shareholders, partners 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、合夥人或持有人變更後，將立即書面通知本行。

- l) The Borrower acknowledges that the Bank has the right to suspend the Loan 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 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.

借款人確認，如借款人沒有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的條款，本行有權暫停貸款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下的進一步借款。

- m) All payments by the Borrower made under or in connection with the Loan 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或與貸款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。

- n) The Borrower undertakes to provide and execute, upon demand by the Bank in writing, such security as the Bank may require to secure the Loan. 借款人承諾在銀行書面要求時提供及訂立本行就擔保貸款所要求的抵押品。

- o) The Borrower acknowledges that all the terms and conditions of the Loan are governed by the deed for the Scheme (the "Deed" which expression shall include any amendments and supplements) signed between the HKMCI and the Bank. For the purpose of complying with the terms of the Deed, the Bank may amend or vary the terms relating to the Loan from time to time and at any time upon giving prior notice to the Borrower in writing and such amendment or variation shall be binding on the Borrower if the Borrower continues to utilise the Loan after the effective date of the amendment or variation.

借款人確認，貸款的所有條款及細則均受由香港按揭保險與本行簽署的擔保計劃契據(「契據」，包括任何修改及補充)所約束。為遵守契據的條款，本行可不時及隨時在事先書面通知借款人的情況下，修改或更改與貸款有關的條款，及如借款人在修改或變更的生效日期後繼續使用貸款，則該修改或變更對借款人具有約束力。

- p) The Borrower will not assign any of the Borrower's rights and obligations, in whole or in part, under the Loan or any documents relating to the Loan, without the prior written consent of the Bank and the HKMCI.

在沒有本行及香港按揭保險事先書面同意的情况下，借款人不可轉讓借款人在貸款或與貸款有關的任何文件下全部或部分的任何權利和義務。

- q) The Bank may assign or transfer all or any part of the Bank's rights and/or obligations under this application or in respect of the Loan to any person (including the HKMC) without the consent of the Borrower. The Bank may administer the Loan as servicer for and on behalf of the HKMC after such assignment or transfer to the HKMC.

本行可無須借款人同意轉讓或轉移本行在本表格下或與貸款有關之所有或任何本行的權利及/或義務予其他人士(包括香港按揭)。在有關轉讓或轉移予香港按揭後，本行可作為香港按揭的服務提供者處理貸款。

- r) The Borrower agrees that if the Borrower is in breach of any of its obligations under this application or in respect of the Loan, such breach shall also constitute the Borrower's event of default and/or breach under the terms of any other facilities granted by the Bank to the Borrower. Without prejudice to the Bank's overriding right of demand for repayment (if any) under those other facilities, the Bank may demand immediate repayment of all or any of those other facilities of the Bank in the event of the Borrower's breach under this application or in respect of the Loan. The Borrower agrees that this clause shall continue to be enforceable by the Bank against the Borrower notwithstanding any assignment or transfer of the Bank's rights and/or obligations under this application or in respect of the Loan to any person.

借款人同意，如借款人違反其在本表格下或與貸款有關之任何責任，該違反亦會構成借款人於本行其他信貸安排條款下的違約事件及/或違反責任。在不影響本行在其他信貸安排條款下的具凌駕性的隨時要求還款的權利(如有)的情况下，本行可在發生借款人違反其在本表格下或與貸款有關之任何責任後，要求借款人即時償還本行該等其他信貸安排。即使本行將本表格下或與貸款有關之所有或任何本行的權利及/或義務轉讓予其他人士，借款人同意本行仍可繼續對借款人執行本條款。

2. Security 抵押品

As security for the Loan, the Bank requires the following item(s) in form and substance satisfactory to the Bank:
作為貸款的抵押品，本行要求提供以下其形式及內容令本行滿意的文件：

- a) a Guarantee from each Guarantor as required under this application and /or the Scheme for the full amount of the Loan together with interest and costs;
每位擔保人根據本申請及/或擔保計劃的要求提供對貸款全額、利息及費用的擔保書；
- b) any other supporting documents and information relating to each Guarantor as requested by the Bank.
任何其他本行要求關於每位擔保人的支持文件及資料。

3. Conditions Precedent 先決條件

No utilisation / drawing may be made under any of the Loan until the following conditions have been duly fulfilled in form and substance to the Bank's satisfaction: 在本行滿意以下條件已經被滿足前，借款人不可使用/提取任何貸款

- a) this application duly executed by the Borrower and returned to the Bank; 本申請由借款人妥為簽訂及送交本行；
- b) Application for the Scheme in the form prescribed by the HKMCI duly completed and signed by the Borrower and any other person as required therein (the "Scheme Application Form"); 香港按證保險就申請擔保計劃所指定的表格（「擔保計劃申請表」），已由借款人及任何其他所需人士填妥及簽署；
- c) An "Acceptance Notice" duly issued by the HKMCI in relation to the Borrower's application for the Loan (the "Acceptance Notice"); 香港按證保險就有關借款人的貸款申請發出的「申請接受通知」（「申請接受通知」）；
- d) The completion of the security specified above in these Additional Conditions; and 完成本附加條件中上述所指定的抵押品；及
- e) The Borrower's compliance with all the terms of this application, Scheme Application Form and with all the requirements under the Scheme (including but not limited to all applicable criteria set out in "Minimum Criteria and Document Checklist" section of this application and all applicable requirements set out in "Eligible Borrower and Documentary Evidences" section of the Scheme Application Form).
借款人遵守本申請及擔保計劃申請表的所有條款，及遵守擔保計劃下的所有要求（包括但不限於本申請的「申請門檻及文件清單」部分所述的所有適用申請資格及於擔保計劃申請表的「合資格借款人及書面證明」部分所述的所有適用要求）。

The above conditions precedent shall be complied with by the Borrower to the satisfaction of the Bank on or before a day which is within 30 days from the date on which the HKMCI has given the Bank an Acceptance Notice or such other date as agreed by the Bank.
借款人須在香港按證保險向本行發出申請接受通知之日起 30 天內或其他本行同意的日期或之前，使本行滿意上述先決條件已被滿足。

4. 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 and on each date on which any amount is payable by the Borrower under the Loan. 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的日期及在借款人結欠貸款下任何款項的每一天，由借款人重複作出。

- a) **Status:** The Borrower makes all those representations and warranties relating to its status as an eligible Borrower as set out in the "Minimum Criteria and Document Checklist" section of this application form and "Eligible Borrower and Documentary Evidences" section of the Scheme Application Form.
狀況： 借款人作出，對其作為一位合資格借款人的狀況有關的，而在本申請的「申請門檻及文件清單」部分及擔保計劃申請書的「合資格借款人及書面證明」部分的所有陳述及保證。
- b) **Governing Law and Judgments:** In any proceedings taken in its jurisdiction of incorporation or establishment in relation to this application and the Loan, 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 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。
- c) **Binding Obligations:** The obligations expressed to be assumed by it in this application and the Loan 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。
- d) **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 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.
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，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。
- e) **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; or (c) a material impairment of the rights of, or benefits available to, the Bank under this application or the Loan.
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、無合理理由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下的任何義務的能力的重大損害；或 (c) 對本申請或貸款下本行的權利或可獲得的利益的重大損害。
- f) **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。

Terms and Conditions of Dedicated 100% Loan Guarantee Scheme Loan (Continued) (百分之百擔保專項貸款) 之條款及細則 (續)

- g) *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, (ii) to ensure that its obligations in this application and the Loan are legal, valid, binding and enforceable and (iii) to make this application and other documents relating to the Loan admissible in evidence in its jurisdiction of incorporation or establishment have been done, fulfilled, performed and obtained in full force and effect.
證據的有效性及其可接納性: 為了 (i) 使借助人能夠合法地訂立本申請及貸款、行使、履行及滿足其在本申請及貸款下的權利及義務; (ii) 確保借助人在本申請書及貸款中的義務是合法、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有關的文件在借助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。
- h) *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 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: 按在本申請日借助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下對借助人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。
- i) *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 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 or the transactions contemplated by this application or the Loan.
不須登記或繳納任何印花稅: 按在本申請日借助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或本申請或貸款所涉及的交易, 無需支付任何印花稅、註冊費或類似稅款。
- j) *No Immunity:* In any proceedings taken in the jurisdiction of incorporation or establishment of it in relation to this application or the Loan, 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: 在借助人成立或設立的司法管轄地方內與本申請或貸款有關的任何訴訟中, 借助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。
- k) *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: 借助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助人法律訴訟 (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 天 (一百八十) 天內無條件地被解除或撤銷), 對借助人進行清盤、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) 或任命借助人或借助人所有或任何資產或收入的清盤人、接管人、託管人、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。
- l) *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: 借助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。
- m) *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: 借助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。
- n) *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: 借助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。
- o) *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 save those which are not material to its business and the effect of such non-compliance is not significantly adverse to it.
合規: 據借助人的一位高級職員所知及相信, 借助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, 但對其業務無重大關係而不遵守對其不會有顯注不利影響的除外。
- p) *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, Her Majesty's 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, Donetsk and Luhansk regions of Ukraine, Cuba, Iran, North Korea and Syria.
制裁: 借助人、其任何附屬公司、借助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、烏克蘭頓涅茨克和盧甘斯克地區、古巴、伊朗、北韓及敘利亞。
- q) *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 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: 借助人及 (據借助人所知) 任何代表借助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, 借助人及 (據借助人所知) 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。

By signing this application and accepting the Loan, 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 is in force or the Borrower has any liabilities (whether actual or contingent) under the Loan. 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, 借助人陳述及保證, 本條中所列出的每項事件是真實及正確的, 並且只要貸款存在或借助人有在貸款下有任何責任 (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, 借助人須立即書面通知本行。

5. 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 and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of this application and the Loan.
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下的義務，及確保本申請及貸款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 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 (m) below, the Borrower shall ensure that at all times the claims of the Bank against it under this application and the Loan 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 (m) 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) *Taxes.* The Borrower shall duly and punctually file all tax returns when due and pay and discharge all taxes prior to the date on which penalties are attached thereto except for such taxes which are being contested in good faith by appropriate proceedings and for which adequate reserves have been set aside and payment of which can be lawfully withheld.
稅務：借款人須按時及準時提交所有報稅表，並在可對其施予罰款之日前支付及繳清所有稅款，正在經過當程序真誠抗辯且有充足儲備金的及其可合法地扣留的稅款除外。
- e) *Information.* The Borrower shall promptly deliver to the Bank copies of all its audited and unaudited financial statements and such other reports and information relating to the Borrower as the Bank may reasonably request from time to time.
資料：借款人須不時迅速將其所有經審計及未經審計的財務報表及其他按本行合理要求而與借款人有關的報告及資料的副本交予銀行。
- f) *Maintenance of Records.* The Borrower shall maintain all books of records and accounts with respect to itself and its business in good order.
紀錄的保存：借款人須妥善維持保留與其及其業務有關的所有紀錄及賬目的文件。
- g) *Inspection.* The Borrower shall, upon reasonable prior written notice from the Bank and during normal working hours, permit and arrange for the Bank or its other authorized representatives to inspect all financial records and books of accounts and discuss the Borrower's business affairs with its officers and advisors as the Bank may reasonably request.
檢查：借款人將在本行發出合理的事先書面通知情況下及正常工作時間內，容許及安排本行或本行的其他授權代表檢查所有財務紀錄及賬簿文件，及按本行合理要求與借款人的職員及顧問討論其業務情況。
- h) *Use of Proceeds.* The Borrower shall apply the proceeds of the Loan solely for the purpose(s) stated in this application.
款項用途：借款人只可將貸款的款項使用於本申請中所述的用途。
- i) *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 if failure to comply with such requirements would (either individually or in aggregate) have a Material Adverse Effect.
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（如不遵守這些要求（單獨或累計）會產生重大不利影響）。
- j) *Insurance.* The Borrower shall maintain insurances on and in relation to its business and assets, in each case, with reputable underwriters or insurance companies against such risks and to such extent as is usual for companies carrying on a business such as that carried on by the Borrower and is commercially available. 保險：借款人須分別對其業務及資產，與信譽良好的承保人或保險公司維持保險，承保風險及程度須與經營該等借款人的業務的公司通常所承擔的風險及程度相同，並須是商業上可獲得的。
- k) *Business.* The Borrower shall ensure that: (i) it has power to own its assets and carry on business as conducted from time to time; (ii) it has good title (free from any restrictions or onerous covenants) to all of the assets required for carrying on its business; and (iii) it has obtained or effected all authorisations, approvals, consents, exemptions, filings, licenses, notarisations, permits and registrations which are required in connection with its business, and that all such authorisations, approvals, consents, exemptions, filings, licenses, notarisations, permits and registrations are in full force and effect, except where the failure to obtain or effect the same or, as the case may be, the cessation of the force and effect of the same would not reasonably be expected to, have a Material Adverse Effect.
業務：借款人須確保：(i) 其不時有權力擁有其資產及進行當時的業務；(ii) 其擁有所有進行其業務所需資產的良好擁有權（不受任何限制或負累契約）；及 (iii) 其已獲得或完成與其業務有關的所有所需授權、批准、同意、豁免、登記、許可、公證、容許及註冊，而它們是具有全面充分的效力，除非不能獲得或完成它們或（視情況而定）它們停止有效力並不會在合理預期產生重大不利影響。
- l) *Obligations.* Without prejudice to the performance of the Borrower's other obligations under this application and the Loan, 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。
- m) *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的抵押，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。
- n) *Sanctions.* The Borrower will not, directly or indirectly, use the proceeds of the Loan, 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, 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）。
- o) *Representations made in the Scheme Application Form and Other Documents.* The Borrower repeats to the Bank each of the confirmations, declarations, agreements and undertakings set out in the Scheme Application Form and other Scheme documents as if they were made to the Bank directly and incorporated in this application.
擔保計劃申請表及其他文件中的陳述：借款人向本行重複擔保計劃申請表及其他擔保計劃文件中列出的每項確認、聲明、同意及承諾，猶如它們是直接地向本行作出及包含於本申請內一樣。

6. Other Fees, Costs and Charges 其他費用、成本及收費

On the Bank's written demand, the Borrower will pay to the Bank all costs, expenses and fees (including but not limited to any legal fees) incurred by the Bank in connection with the extension, enforcement, investigation or supervision of the Loan. The Bank may debit any amount payable by the Borrower to the Borrower's current account or any other of the Borrower's accounts with the Bank if the Borrower fails to meet any demand. Any legal costs incurred in connection with the completion and perfection of any security in connection with this application and/or the Loan shall be for the Borrower's account whether or not the Loan becomes available. The Bank may (but shall be under no obligation to do so) discharge such costs and debit the amount of such costs to the Borrower's current account or any other of the Borrower's accounts with the Bank.

在本行書面要求時，借款人須向本行支付本行所有與貸款的延期、強制執行、調查或監督而承擔的支費、成本及費用（包括但不限於任何法律費用）。如借款人沒有遵守任何要求，本行可以將借款人應付的任何款項貸記入借款人在本行的往來戶口或其他任何戶口中。無論本貸款是否可供使用，任何與本申請及/或貸款有關的任何抵押品的完成或完備所產生的任何法律費由借款人承擔。本行可（但沒有義務）支付該等費用，並將該等費用之金額貸記入借款人在本行的往來戶口或其他任何戶口中。

7. Authorisation 授權

To secure the performance of the Borrower's obligations under this application and the Loan, 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 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.

作為確保借款人履行本申請書及貸款下的義務，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行使在本申請及貸款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。

8. Principal Repayment Holiday 本金延期償付

a) This Clause 8 is applicable to the case where the Borrower applies for principal repayment holiday period for the Loan and such application is agreed by the Bank. To the extent of any conflict between Clause 1 of Part A of the Terms and Conditions and this Clause 8, the latter shall prevail.

本第 8 條適用於借款人申請對貸款申請本金延期償付期，而本行同意該申請。如條款及細則甲部的第 1 條與本第 8 條有任何衝突，以後者為準。

b) Interest accrued on the Loan calculated at the applicable interest rate shall continue to be paid by monthly instalments during principal repayment holiday period. 在本金延期償付期內，按適用的利率計算的貸款累計利息須繼續每月被支付。

c) After the end of the principal repayment holiday period, the principal amount of the Loan, together with the applicable interest amount, will be repaid by equal monthly instalments over the remaining Loan tenor, provided that the last instalment shall be the balance outstanding under the Loan.

在本金延期償付期完結後，貸款的本金連同適用的利息金額須在剩餘的貸款期內每月分期等額償還，惟最後一筆分期的金額應為貸款的未償還餘額。

9. 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) *(Applicable if the Borrower is a limited company 適用於借款人是有限公司)*

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.

作為向中小型企業（「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。

c) *(Applicable if the Borrower is a sole proprietorship or partnership 適用於借款人是獨資經營商號或合夥商號)*

In connection with the consideration of the Borrower's application for the facilities referred to in this application, the Bank may be provided with and consider a Credit Report on the Borrower provided by Dun & Bradstreet (Hong Kong) Ltd. Should the Borrower wishes to contact Dun & Bradstreet (Hong Kong) Ltd. for the purpose of making a data access request or data correction request under the Personal Data (Privacy) Ordinance, the Borrower may do so by contacting Dun & Bradstreet (Hong Kong) Ltd. at Unit 1308-1315, 13th Floor, BEA Tower, Millennium City 5, 418 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong (Telephone No. 2516 1100 Website: <http://www.dnb.com.hk/ccra>).

為考慮借款人申請本申請中的授信，本行可能會獲得及考慮由 Dun & Bradstreet (Hong Kong) Ltd. 提供的對借款人的信貸報告。如借款人希望聯繫 Dun & Bradstreet (Hong Kong) Ltd.，及按《個人資料（私隱）條例》提出資料提供請求或資料更正請求，借款人可聯繫 Dun & Bradstreet (Hong Kong) Ltd.，地址於香港九龍觀塘觀塘道 418 號創紀之城 5 期東亞銀行大廈 13 樓 1308 - 1315 室（電話 2516 1100 網站：<http://www.dnb.com.hk/ccra>）。

10. HKMC/HKMC Origination Fee and HKMC Servicing Fee Payment 香港按揭/香港按揭保險初始費用及香港按揭服務費用

a) HKMC or HKMCI may offer an origination fee to the Bank, the participating lender, for any successful application under the Scheme from time to time. The form and terms of the origination fee will be agreed between the HKMC/HKMC and the Bank. The Borrower expressly confirms, acknowledges and agrees to this origination fee arrangement between HKMC/HKMC and the Bank.

對於擔保計劃下不時成功的申請，香港按揭/香港按揭保險可能會向本行，作為參與貸款者，提供初始費用。初始費用的形式及條款由香港按揭/香港按揭保險與本行同意。借款人明確確定、確認及同意此香港按揭保險與本行之間的初始費用安排。

b) HKMC may offer a servicing fee to the Bank if the Loan is sold to HKMC by the Bank and HKMC engages the Bank to provide administrative service in relation to the Loan. The form and terms of the servicing fee payment will be agreed between HKMC and the Bank. The Borrower expressly confirms, acknowledges and agrees to this servicing fee payment arrangement between HKMC and the Bank.

如貸款由本行出售予香港按揭而香港按揭委任本行對貸款提供行政服務，香港按揭可能會向本行提供服務費用。服務金的形式及條款由香港按揭與本行同意。借款人明確確定、確認及同意此香港按揭與本行之間的服務費用安排。

11. Other Terms 其他條款

a. The Borrower's compliance or otherwise with the above undertakings, covenants and other terms of the Loan will not prejudice or affect the Bank's overriding right to reduce, suspend, withdraw, cancel or make demand in respect of the whole or any part of the Loan made available to the Borrower at any time. The Bank may reduce, suspend, withdraw, cancel or make demand for repayment of the whole or any part of the Loan at any time whether or not the Borrower is in compliance with the terms of this application, and notwithstanding any other provisions of these Additional Terms.

借款人遵守上述承諾、契約及其他貸款的條款，並不會損害或影響本行可隨時減少、暫停、撤回、取消或要求償還授予借款人的貸款的全部或任何部分的權利。本行可隨時減少、暫停、撤回、取消或要求償還貸款的全部或任何部分，無論借款人是否遵守本申請的條款，及不管本附加條款的任何其他條款。

b. The Loan is also subject to the additional terms and conditions applicable to the Loan under the Scheme Application Form. The Bank's rights and interests in respect of the Loan under this application shall be additional to the terms and conditions under the Scheme Application Form.

貸款亦會受擔保計劃申請表的附加條款及條件所約束。本行在本申請書中對貸款的權利及利益將附加於擔保計劃申請表中的條款及條件之上。

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

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

- 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或僱員；
- b) 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或僱員的親屬；
- 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; 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: 滙豐集團旗下成員已對其擔保人（任何自然人、商號、合夥或非上市公司）提供貸款；
 - (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。

Relevant definitions 相關定義

- 1) A person has “**control**” if such person is: 就任何公司而言，公司是受以下控權人「**控制**」：
 - (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 (indirect controller) 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, and “**controller**” means either an “**indirect controller**” or a “**majority shareholder controller**”. 大股東控權人 (majority shareholder controller) 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，及「**控權人**」一詞指《銀行業條例》所界定的「**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. 「**僱員**」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。
- 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**」 (minority shareholder controller) 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；或
 - (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。

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。

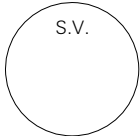
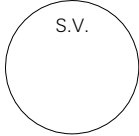
1. I/We certify that the information provided to the Bank in this application (including the information in or provided under the “Minimum Criteria and Document Checklist”) is accurate to my/our best knowledge. I/We acknowledge that such information will be used for this application and other purposes that The Hongkong and Shanghai Banking Corporation Limited (the “Bank”) deems appropriate. I/We declare that all documents and evidence provided by me/us for or under this application (including those provided under the “Minimum Criteria and Document Checklist”) are true, complete and accurate. 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（包括在「申請門檻及文件清單」內或按其所提供的資料）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。本人/本公司聲明，所有為了本申請或在本申請下由本人/本公司提供的文件及證據（包括按「申請門檻及文件清單」所提供的文件及證據）是真實、完整及正確的。
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 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。

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

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，貴行仍可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紀錄的資料。
- (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)條例及根據個人資料(私隱)條例核准及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年內沒有實則性欠賬(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。因本確認不真實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、貸款金額及貸款期(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。

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

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. I/We undertake to ensure that my/our above designated repayment account will not have any debit balance at the time of crediting the proceeds to it. The Bank is not obliged to pay any proceeds if there is any debit balance at the time of crediting.
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。本人/ 本公司承諾保證上述本人/ 本公司指定的還款戶口在存入貸款時將不會有負餘額。如在存入貸款時有負餘額，貴行有權不提供貸款。
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 Dedicated 100% Loan Guarantee Scheme 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（百分比擔保專項貸款）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。
18. **I/We declare that I/we have not retained or appointed any fee-charging third party (no matter such fee is charged upfront fee or on "no success no fee" basis) for or in relation to the procuring, negotiation, obtaining or application of the Loan for or on my/our behalf. The information, declaration or supporting documents given to support my/our application are to the best of my/our knowledge and belief true, accurate and complete. I/We have not paid, compensated or offered advantage to anyone claiming to help prepare supporting documents or apply for the Loan on my/our behalf. I/We acknowledge that the Bank will report any suspected illicit behaviour (e.g. producing false declaration or using false instrument) to law enforcement agencies. I/We also acknowledge that the Bank has reminded us of the foregoing.**
本人/ 本公司並無聘請或委託任何收取費用的第三方（無論此類費用是預付費用還是以「不成功不收費」為基礎收取）代本人/ 本公司準備申請資料、或證明文件或就該計劃與貸款機構磋商或提交申請。就本人/ 本公司所知及相信，所提供的資料、聲明或證明文件，均屬真實、準確和完整。本人/ 本公司沒有向任何聲稱幫助準備證明文件或代表本人/ 本公司申請貸款的人士支付、補償或提供好處。本人/ 本公司明白貴行如發現任何涉嫌違法行為（例如製作虛假聲明或使用虛假文書），會向執法機關舉報。本人/ 本公司亦確認貴行已提醒我們注意前述事項。
19. I/We hereby declare that: (1) I/we have been advised to note and understand the declaration and the notes contained in the Scheme Application Form and other legal documents related to the Scheme before executing them; and (2) I/we have been advised to seek independent legal advice and I/we have either obtained such independent legal advice or have voluntarily waived my/our right to seek such independent legal advice; and (3) I/we fully understand the nature and extent of my/our rights, obligations and liabilities in relation to the Loan and this application, the Scheme and all documents signed in respect thereof and have acted or will act independently and free from any undue influence of any person.
本人/ 本公司在此聲明：(1) 本人/ 本公司已被建議本人/ 本公司應先注意及明白擔保計劃申請表及其他有關擔保計劃的法律文件中的聲明及提示，才簽訂它們；及 (2) 本人/ 本公司已被建議本人/ 本公司尋求獨立的法律意見及本人/ 本公司已尋求該獨立的法律意見或自願放棄尋求該獨立的法律意見；及 (3) 本人/ 本公司完全明白本人/ 本公司對有關貸款及本申請、擔保計劃及所有有關簽署文件的權利、義務及責任的性質及程度，而本人/ 本公司現在及將來是獨立地行事，不受任何人的任何不當影響。

Signed by and on behalf of the Applicant 代表申請人簽署	
	
X Signature 簽署	X Signature 簽署
Name 姓名	Name 姓名
Signature Date 簽署日期	Signature Date 簽署日期

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 that:
 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：

- 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 Dedicated 100% Loan Guarantee Scheme Loan 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（定義見以上百分百擔保專項貸款計劃的條款及細則）（「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
- 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紀錄中，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。

S.V.

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：

Declaration by the Ship Owner 船東聲明*(Applicable to joint application by operator and owner of cross-boundary ferry only 只適用於跨境渡輪營辦商與船東共同申請)*

Name of Ship Owner 船東名稱

Ship IMO No. 船隻國際海事組織號

The Owner of the Ship above hereby confirms and undertakes its support to this application submitted by the Applicant (being the operator of the Ship) for the Loan under the Scheme. 以上船隻的船東現確認並承諾其支持申請人（作為船隻營辦商）在擔保計劃下申請貸款。

X

Signature 簽署

Name of Director 董事姓名：

Signature Date 簽署日期：

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	*Approved by
	Staff Name	For New to Bank customer	*Approved by
	Loan Amount Granted HKD	<input type="checkbox"/> AIP - Approved <input type="checkbox"/> AIP - Declined <input type="checkbox"/> AIP - Cancelled	
	<i>Note: * Only applicable if concession rate is offered.</i>		
CLT CCS	Loan Account Number:		