



## Terms and Conditions of Business Instalment Loan (Applicable to Corporate Tax Loan)

### 拓展易中小企業分期貸款之條款及細則 (適用於企業稅務貸款)

#### **You need to read this document 務請細閱本文件**

It sets out specific terms and conditions on which we agree to provide you with Business Instalment Loan (**the Loan**) as uncommitted facilities. You must read it in conjunction with our General Banking Terms and Conditions and any other documents forming our banking agreement which are also binding on you. The banking agreement is available to you at any of our branches or our website. If there is any inconsistency between the approval (if any) and any other part of our banking agreement, then the terms as approved prevails.

本文件載列本行同意向閣下提供拓展易中小企業分期貸款的特定條款及細則。本文件須與構成本行銀行協議的本行的一般條款及細則和任何其他文件一併閱讀並對客戶具約束力。閣下可於本行任何分行索取及/或於本行網站下載本行銀行協議。如果批核(如適用)與本行銀行協議的任何其他部份有任何不符,概以批核所載的條款為準。

“Business Instalment Loan Facility” and “Guarantee Instalment Loan Facility” defined in our General Banking Terms and Conditions collectively refers to “Business Instalment Loan” and are subject to these terms and conditions.

一般條款及細則指中小企業分期貸款及擔保下中小企業分期貸款 均為拓展易中小企業分期貸款,受此條款及細則約束。

#### **Meaning of words 詞語涵義**

Other than the defined terms here or under the product brochure or promotional terms (if applicable), you also need to refer to the other documents that form our banking agreement which define key words used in this document. For instance, please note: 本文件、產品章程或優惠條款(如適用)特別定下的涵義之外,謹請閣下同時參閱有關本文件所用關鍵詞定義的其他構成本行銀行協議的文件。例如,請閣下注意:

**You** means the company named as the “applicant” or “borrower” in the application.

您就本申請/推廣而言,指此申請中稱為「申請人」或「借款公司」之公司。

**We or the Bank** means Standard Chartered Bank (Hong Kong) Limited for this application.

我們或本行指渣打銀行(香港)有限公司 Standard Chartered Bank (Hong Kong) Limited。

#### **1. The Loan 貸款**

- (a) You hereby acknowledge and agree that the Bank has absolute discretion in approving and granting the amount of the loan and/or the tenure of the loan to you. You agree to accept any such amount and/or any such tenure as may be approved by the Bank pursuant to your application even though such amount may be less than those applied for by you, and/or such tenure may be longer or shorter than that applied for by you. You further acknowledge that the Bank may from time to time specify the minimum amount of the Loan that you may apply for.

您確認並同意,銀行可全權酌情決定向您批核或授予貸款額及年期,而您同意接受銀行根據您的申請而批核的貸款額及年期,即使該貸款額少於您申請的貸款額或/及該年期多於或少於您申請的年期。您亦確認銀行可不時指定您可申請貸款之最低貸款額。

- (b) Without limiting the generality of the foregoing, you acknowledge that the Bank shall have the right at its absolute discretion to allocate a higher proportion of any one or more of the monthly repayments to interest and/or handling fee and/or other fees and charges rather than to the principal then due in respect of the Loan. If any payment date under a finance document is a weekend or bank/public holiday, that payment must be made on the next Banking Day.

在不局限前文的概括性原則下,您確認銀行有絕對酌情權決定將任何一期或以上的每月還款額的較高比率用以償還利息或與手續費及/或其他費用及收費,而非當時到期償還貸款本金。如果財務文件所示的任何到期繳款日為週末或銀行或公眾假期,該繳付日為下一個銀行工作日付款。

- (c) Early redemption of all (but not part) of the Loan will be permitted upon a written request for early redemption being received by the Bank at least five Business days before the proposed date of early redemption. Upon early redemption, you will pay to the Bank that part of the Loan then outstanding, interest accrued thereon up to the actual settlement date (including any applicable handling fee), early redemption charge of 6% of the outstanding loan amount and any other fees and charges as the Bank may notify from time to time.

您可提前償還全部(但並非一部分)貸款,但銀行須在擬提前還款日之前至少五個營業日收到提前還款的書面要求。提前還款時,您將向銀行支付當時未償還的貸款部分,以及計至償還貸款當日為止的應計利息(包括任何適用的手續費)、貸款餘額6%之手續費及銀行不時通知的任何其他費用及服務收費。

- (d) Interest accrues daily and is calculated on a monthly basis. In the event of the failure to make any one monthly repayment on the due date or any other indebtedness owing by you becoming payable or capable of being declared payable prior to its stated maturity or is not paid when due, or you becoming insolvent or a petition in bankruptcy or for winding-up (whether voluntary or otherwise) being filed by or against you, or any attachment, execution or other process is levied against you, the Loan, accrued interest and any handling fee shall become immediately due and payable. A statement or demand (in whatever form the Bank deems fit) issued by the Bank shall be conclusive evidence of the amount due and owing to the Bank. Without prejudice to this condition, on the day after each monthly repayment due date, a monthly late repayment charge (which shall be deemed to be a whole month) of 2.25% per month (minimum HK\$100) will be imposed on the total of any monthly repayment amount then overdue.

利息逐日計算並將以月結。在不局限前文的概括性原則下,若您於到期日並未繳付任何一期每月還款額,或您的任何其他債項在指定到期日之前成為應支付或可被宣佈為應支付或到期應付而未付,或您無力償債或他人對您提出破產或清盤(不論是自願與否)申請,或他人對您提出任何查封、扣押或其他程序,則貸款、其應計利息及任何手續費須立即到期應付。銀行發出的結算書或付款要求(按銀行認為適當的格式)應為您對銀行欠款之確證。在不影響本條規定下,在每月還款到期日的翌日,您須就當時逾期未付的任何每月還款額支付銀行相當於每月還款額2.25%的每月逾期還款費(至少為港幣100元,不足一個月亦視作一個月計算)。

- (e) Handling fee and/or other fees and charges accrues daily and is calculated on a monthly basis. You agree that the Bank is authorized to debit your repayment account for the handling fee and/or other fees and charges at time of each monthly repayment.  
手續費及/或其他費用及收費逐日計算並將以月結。您同意銀行獲授權從您的還款戶口中每月還款時扣除手續費及/或其他費用及收費。
- (f) To protect yourselves and the staff of the Bank and to help resolve any disputes between you and the Bank, the Bank may (but shall not be obliged to) record and you hereby acknowledge and agree to the Bank recording, all telephone conversations between the Bank and you and instructions given by you to the Bank, by writing and/or by tape recording and/or any other methods as the Bank may determine. The Bank's record of such telephone conversations and such instructions given by you to the Bank shall, in the absence of manifest error, be conclusive and binding on you and may be retained by the Bank for such period as it deems appropriate.  
為了保障您及銀行職員，及協助排解您與銀行之間的爭議，銀行可以（但並無責任）以書面及/或錄音及/或銀行決定的任何其他方法，記錄銀行與您之間所有電話通話及您向銀行發出的指示，而您確認並同意銀行作出上述記錄。銀行對上述電話通話及您向銀行發出的指示所作的記錄，若無明顯錯誤，即屬確證並對您具有約束力，並可由銀行在其認為適當的期間保留。
- (g) For your convenience, you hereby authorize the Bank to disclose the following data by telephone to an enquirer whom the Bank genuinely believes to be you (and for this purpose the Bank may require the enquirer to provide my Hong Kong Identity Card number(s), the Loan amount applied for (rounded up or down if necessary to the nearest thousand dollars) and any other information as the Bank deems fit for verification of the enquirer's identity); Loan approval status (approved, pending or rejected), and, if approved, the exact amount approved, the interest rate, the loan repayment period and the drawdown date.  
為您的方便，您茲授權銀行以電話向銀行真誠地相信是本人或吾等任何一人的查詢者披露下列資料（為此銀行可要求查詢者提供本人的香港身分證號碼、申請貸款額（如需要，上下湊整至最接近的千元數）及銀行為核證查詢者的身分認為適當的任何其他資料）；貸款批核情況（已批核、待批或拒批），又如已獲批核，已批核貸款額、利率、還款期及提款日期。

## 2. Interest 利息

All moneys expressed to be payable by you to the Bank shall include interest payable thereon. You shall pay interest on such moneys at such rate or rates as shall from time to time be agreed with the Bank or, in the absence of such agreement, specified by the Bank, and you agree to pay interest at the rate or rates so specified as if expressly agreed by you. Interest shall accrue from day to day and shall be calculated on such basis and be payable at such times as the Bank may determine in accordance with its usual practice. A certificate issued by any of the Bank's officers as to the rates of interest payable on any such moneys shall, in the absence of manifest error, be conclusive and binding on you.

明示規定應由您支付予銀行之一切款項應包括其應付之利息。您應按不時與銀行商定之利率或（於未商定之情況下）銀行規定之利率支付上述款項之利息。您同意按上述規定之利率支付利息，猶如該等利率由您明示同意。利息應逐日計並按此計算，於銀行按其慣例確定之時候支付。銀行任何職員出具之有關上述任何款項應付利率之證明，若無明顯錯誤，則為最終證明並對您具有約束力。

## 3. Fees and Charges 費用及收費

**Without limiting the generality of clause 1(e) 在不局限條款1(e)的概括性原則下**

- (a) **You shall pay to the Bank Service Fee of HK\$150 upon successful drawdown of the new and/or top-up Business Instalment Loan or Business Instalment Loan bundled with Business Overdraft. You understand that this amount will be deducted from your repayment account within the first month upon loan drawdown.**

您同意銀行就全新或續借的拓展易中小企業分期貸款或與透支易中小企業透支戶口連繫的拓展易中小企業分期貸款收取服務費港幣\$150。您同意此費用將於提取貸款後1個月內從您還款戶口中扣除。

- (b) **You shall pay to the Bank HK\$200 for an extra copy of Business Instalment Loan Repayment Schedule or Annual Loan Statement. You understand that this amount will be deducted from your repayment account.**

您同意銀行就申領拓展易中小企業分期貸款還款表或年結單額外副本每份收取港幣\$200。您同意此費用將於從您還款戶口中扣除。

## 4. Lien 留置權

Without limiting any general or banker's lien or other right to which the Bank or Standard Chartered Bank (including all its branches), the holding company or any subsidiary or associated company of Standard Chartered Bank (each a "Bank Group Company") may be entitled, the Bank shall have the right and is authorised to the fullest extent permitted by law, without notice to you or to any other person and appropriate and apply and you authorise each Bank Group Company to transfer or release to the Bank or the relevant Bank Group Company upon request, any credit balance in any currency on any account (whether subject to notice or not and whether matured or not) of you or of any other person with the Bank or any Bank Group Company in Hong Kong or elsewhere to which you may be beneficially entitled against any of your liabilities to the Bank or any Bank Group Company under these terms and conditions or in respect of any other agreement or transaction, whether actual, future or contingent, and the Bank and any Bank Group Company are authorised to purchase with the moneys standing to the credit of any such account such other currencies as may be necessary for this purpose. The Bank and any Bank Group Company shall have a lien on all your property which may now or hereafter be in their respective possession or custody whether for safekeeping or otherwise.

在不限制銀行，或渣打銀行（包括其所有分行）或其之控股公司或任何附屬公司或聯營公司（均為“渣打集團公司”）可能擁有之任何一般或銀行之留置權或其他權利下，銀行有權並被授權於法律許可之一切範圍內，無須事前通知您或任何他人，從您或任何其他人士仕開設而由您實際擁有，於銀行或任何渣打集團公司位於香港或任何他處之任何賬戶（無論是否需要通知與無論是否到期）內任何貨幣之任何貸方餘額，不論是否由您或上述其他人士仕單獨或與他人聯名開設，抵銷、撥用或運用您於本條款及細則項下或就任何其他協議或交易對銀行或任何渣打集團公司之任何負債，無論實際、未來或或有；您並授權每一渣打集團公司按要求向銀行或有關渣打集團公司轉賬或發放任何該等餘額，銀行及任何渣打集團公司有權以上述任何賬戶貸方款項購置為此目的所需之其他貨幣。銀行及任何渣打集團公司對其現時或今後可能佔有或代管（無論由於保管或其他原因）之您一切財產擁有留置權。

## 5. Payments 支付款項

- (a) Any moneys received by the Bank in respect of your obligations to the Bank may be placed and kept to the credit of a suspense account for so long as the Bank thinks fit, and in the event of any proceedings in or analogous to bankruptcy, winding-up, liquidation, composition or arrangement, the Bank may prove for and agree to accept any dividend or composition in respect of your outstanding obligations as if there had been no suspense account or no credit therein.  
銀行就您對銀行之義務收到之任何款項可存入與記入暫記賬戶之貸方，期限以銀行認為適合者為準。若發生任何或類似任何破產、清盤、清算、債務和解或協議程序，銀行可證明您未償義務並同意就該等義務接受任何分配之款項或債務和解，猶如不存在暫記賬戶或其貸方項下之款項。
- (b) If any court gives a judgment in the Bank's favour for any amounts owing by you and such judgment is expressed in a currency (the "judgment currency") other than the currency in which such amounts are owing to the Bank (the "currency of account"), you shall fully indemnify the Bank in respect of all losses which it may at any time suffer as a result of any difference between (i) the rate or rates of exchange used for such purpose to convert the sum in question from the currency of account into the judgment currency and (ii) the rate or rates of exchange at which the Bank may purchase the currency of account with the judgment currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such judgment.  
若任何法院就您所欠之任何款項作出銀行勝訴之判決以及該判決明示規定之貨幣（“判決貨幣”）不同於欠銀行款項之貨幣（“賬戶貨幣”），您應向銀行足額賠償銀行任何時候由於下列兩者之差額而可能遭受之一切損失(i)將有關款項從賬戶貨幣兌換為判決貨幣所用之匯率及(ii)銀行收到用於償還上述任何判決全部或部份金額之款項後可能使用判決貨幣購買賬戶貨幣之匯率。

## 6. Power of Attorney 授權書

You irrevocably and by way of security appoint the Bank to be your attorney, with full power of substitution, and in your name or otherwise on your behalf and as your act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and

things which may be required or which the Bank shall think fit for carrying out any of your obligations hereunder or for effecting any sale, disposal or other dealing by the Bank or for giving to the Bank the full benefit of these terms and conditions and of the security granted hereunder. You hereby ratify and confirm and agree to ratify and confirm any deed, instrument, act and thing which such attorney may lawfully execute or do.

您不可撤銷地以及通過抵押指定銀行為您之代理人，擁有全權代理，以您名義或代表您（如同您之行動與行為）簽署、蓋印、簽訂、交付、進行下列各項可能需要或銀行認為適合之一切契據、文據、行為及事項並使其完全有效：履行您於本條款及細則項下之任何義務或銀行進行任何銷售、處置或其他交易或將本條款及細則之全部利益及依據本條款及細則授予之抵押之全部利益給予銀行。您特此批准與確認以及同意批准與確認上述代理人可能合法地簽訂或作出之任何契據、文據、行為或事項。

## 7. Notices 通知

Any notice required to be given by the Bank to you shall be deemed to have been so given if addressed to you at your address as may be notified to the Bank in writing by you or appear in the Bank's records as your last known address. Any notice delivered personally shall be deemed to have been given at the time of delivery. Any notice despatched by letter postage prepaid shall be deemed to have been given immediately after posting. Any notice sent by telex with answerback or by facsimile shall be deemed to have been given at the time of transmission.

任何需要由銀行交付您之通知，發出時若寫明您為收件人地址為您書面通知銀行之地址或銀行記錄中最後為銀行所知之您地址，則應視為已予交付。任何專人遞交之通知應於遞交時視為已予交付。通過郵資預付之函件發出之任何通知付郵後即應視為已予交付。通過使用回答電碼之電傳或傳真發出之任何通知應於發出時視為已予交付。

## 8. Miscellaneous 其他各項

(a) This is a continuing agreement and all the rights, powers and remedies hereunder shall apply to all your past, present, future and contingent obligations to the Bank, and notwithstanding any intermediate payment or settlement of account or any other matter whatsoever.

本條款及細則為持續之協議：由本條款及細則證明之抵押應為持續之抵押；本條款及細則項下之一切權利、權力及補救方法適用於您對銀行之一切過往、現時、未來及或有義務。上述抵押無損於銀行現時或今後就該等義務與負債持有之任何其他抵押，並為該等其他該等抵押以外之抵押，儘管提前支付任何款項或結清任何賬目。或了結任何其他事宜。本條款及細則可予以執行，無須首先由銀行追索任何其他抵押或權利。

(b) You shall immediately upon demand by the Bank and at your expense make, execute, do and perform all such further assurances, instruments, acts or things as the Bank shall from time to time reasonably require to perfect these terms and conditions and the Bank's title to the security hereby constituted or intended to be constituted.

您應於銀行提出要求時立即進行、簽訂、作出及完成銀行為使本條款及細則與銀行對由本條款及細則構成或計劃構成抵押之所有權完全有效而不時合理要求之一切其他保證、文據、行為或事項，費用由您承擔。

(c) Each of the rights, powers and remedies given to the Bank under these terms and conditions shall be cumulative and in addition to all other rights, powers and remedies given to the Bank by virtue of any other security, statute or rule of law or equity. Where from time to time any specific agreement is concluded between you and the Bank and is intended by its terms to govern a particular transaction, such other agreement shall apply to such transaction in conjunction with these terms and conditions. If there is any conflict between such other agreement and these terms and conditions, the terms of such other agreement to the extent that they are valid and enforceable shall prevail in respect of such transaction.

依據本條款及細則給予銀行之每項權利、權力及補救方法為累積之權利、權力及補救方法，並為由於任何其他抵押、法規或法律原則或衡平法規而給予銀行一切其他權利、權力及補救方法以外之權利、權力及補救方法。若您不時與銀行簽訂任何特殊協議以及該協議之目的為以其條款對一項特定交易加以規定，則該等其他協議應與本條款及細則一併適用於上述特定交易。若該等其他協議與本條款及細則發生抵觸，則於有效與可執行之範圍內，就上述交易而言應以該等其他協議之條款為準。

(d) Any forbearance or delay by the Bank in exercising any right, power or remedy shall not be deemed to be a waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof and no course of dealing between you nor any waiver in any one or more instances shall be deemed a waiver in any other instance. Each of the Bank's rights, powers and remedies shall continue in full force and effect until such rights, powers or remedies are specifically amended or waived by an instrument in writing executed by the Bank.

銀行暫不行使或延遲行使任何權利、權力或補救方法不應視為放棄該等權利、權力或補救方法，單獨或部份行使任何權利、權力或補救方法不應妨礙進一步行使該等權利、權力或補救方法。您之間任何交易習慣或於任何一種或幾種情況下之任何放棄不應視為於任何其他情況下之放棄。銀行之每項權利、權力及補救方法應繼續充份有效，直至該等權利、權力或補救方法由銀行簽署之書面文據特別修訂或放棄。

(e) Any provision in these terms and conditions which is invalid for any reason in any jurisdiction shall be ineffective only to the extent of such invalidity and shall not affect the validity of the remaining provisions hereof or the validity of such provision in any other jurisdiction. Nothing in these terms and conditions shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of Hong Kong SAR.

本條款及細則之任何規定因故於任何國家地區無效僅應於無效之範圍內失效，並不影響本條款及細則其餘規定之有效性或上述規定於任何其他國家地區之有效性。本條款及細則之任何規定在行使時將不會限制或免除任何責任，而該等責任之限制或免除又非香港法律所容許。

(f) Nothing herein shall impose any obligation on the Bank to provide or continue any banking facilities or other accommodation or services to you, and these terms and conditions may be terminated or discontinued forthwith by the Bank at its absolute discretion with or without notice to you.

本條款及細則之任何規定不應強加銀行任何義務，以向您提供或繼續提供任何銀行信貸或其他貸款或服務。本條款及細則可經銀行全權決定事前給予或不給予您通知而立即終止或中止。

(g) The Bank may, at any time and at its absolute discretion, by notice to you vary, amend or supplement any of these terms and conditions (including without limitation, the basis of calculation of any interest, charges, commissions or fees). Such variation, amendment or supplement shall take effect on the date of the notice setting out details of such variation, amendment or supplement or, if later, the date specified in the notice.

銀行可按其酌情權在給予您通知的情況下更改、變更或補充該協議的條款（包括但不限於任何利息、費用、佣金或收費的計算基礎）。該更改、變更或補充會在載明有關更改、變更或補充通知的日期或通知所述的日期生效（以較遲為準）。

(h) These terms and conditions shall operate for the benefit of the Bank and its successors and assignees, notwithstanding any change by way of amalgamation, consolidation or otherwise in the constitution of the Bank or of any such successor or assignee. The Bank may assign or otherwise transfer all or any of its rights and interests under these terms and conditions and any transactions to which these terms and conditions relates and/or the goods, documents and other properties in respect of which the Bank has a security interest and may deliver the same to the transferee(s), who shall thereupon become vested with all the rights and powers in respect thereof which were formerly vested in the Bank. The Bank shall be released and discharged from any liability or responsibility in respect of the goods, documents or other properties so transferred, but shall retain all its rights and powers in respect of goods, documents or other properties not so transferred.

儘管通過合併、聯合或其他而可能使銀行或其繼承人與受讓人之章程發生任何變化，本條款及細則適用於銀行及其繼承人與受讓人之利益。銀行可轉讓或出讓其於本條款及細則及與本條款及細則有關之任何交易項下一切或任何權利與權益及（或）銀行擁有抵押權益之貨物、單據及其他財產，並可將上述各項交付受讓人。據此，以前歸銀行所有有關上述各項之一切權利與權力歸受讓人所有。銀行對於上述轉讓之貨物、單據或其他財產之任何義務或責任應予以解除與免除。然而，銀行對於未轉讓之貨物、單據或其他財產仍保留其一切權利與權力。

## 9. Chinese Translation 中文文本

You agree that the Chinese translation shall not apply in construing these terms and conditions and that the English version shall govern for all purposes.

您同意，解釋本條款及細則時中文譯文並不適用，就一切目的而言應以英文文本為準。



# Terms and Conditions of Business Overdraft

## 透支易中小企業透支戶口之條款及細則

### You need to read this document 務請細閱本文件

It sets out specific terms and conditions on which we agree to provide you with Business Overdraft (**the Overdraft**) as uncommitted facilities. You must read it in conjunction with our General Banking Terms and Conditions and any other documents forming our banking agreement which are also binding on you. The banking agreement is available to you at any of our branches or our website. If there is any inconsistency between the approval (if any) and any other part of our banking agreement, then the terms as approved prevails.

本件載列本行同意向閣下提供透支易中小企業透支戶口的特定條款及細則。本文件須與構成本行銀行協議的本行的一般條款及細則和任何其他文件一併閱讀並對客戶具約束力。閣下可於本行任何分行索取及/或於本行網站下載本行銀行協議。如果批核(如適用)與本行銀行協議的任何其他部份有任何不符,概以批核所載的條款為準。

“Business Overdraft Facility” defined in our General Banking Terms and Conditions refers to “Business Overdraft” / “Overdraft” in this document and are subject to this terms and conditions.

一般條款及細則指透支易中小企業透支戶口,此文件稱“透支”,受此條款及細則約束。

### Meaning of words 詞語涵義

Other than the defined terms here or under the product brochure or promotional terms (if applicable), you also need to refer to the other documents that form our banking agreement which define key words used in this document. For instance, please note: 本文件、產品章程或優惠條款(如適用)特別定下的涵義之外,謹請閣下同時參閱有關本文件所用關鍵詞定義的其他構成本行銀行協議的文件。例如,請閣下注意:

**You** (without limiting the meaning defined in General Banking Terms and Conditions) means the company named as the “applicant” or “borrower” in the application.

您(在不局限於客戶條款所定涵義的原則下)就本申請/推廣而言,指此申請中稱為「申請人」或「借款公司」之公司。

**We or the Bank** means Standard Chartered Bank (Hong Kong) Limited for this application.

我們或本行指渣打銀行(香港)有限公司 Standard Chartered Bank (Hong Kong) Limited。

**Overdraft Account** means the Hong Kong Dollar Current Account to which the Overdraft can be utilized.

透支戶口指可使用之備用透支的港幣往來戶口。

## 1. The Overdraft 透支

- (a) You hereby acknowledge and agree that the Bank has absolute discretion in approving and granting the amount of the Overdraft to you. You agree to accept any such amount as may be approved by the Bank pursuant to your application even though such amount may be less than those applied for by you. You further acknowledge that the Bank may from time to time specify the maximum amount of the Overdraft that you may apply for.

您確認並同意,銀行可全權酌情決定向您批核或授予透支額,而您同意接受銀行根據您的申請而批核的透支額,即使該透支額少於您申請的透支額。您亦確認銀行可不時指定您可申請透支之最高透支額。

- (b) Without limiting the generality of the foregoing, you acknowledge that the Bank shall have the right at its absolute discretion to allocate a higher proportion of any one or more of the monthly repayments to interest rather than to the principal then due in respect of the Overdraft.

在不局限前文的概括性原則下,您確認銀行有絕對酌情權決定將任何一期或以上的每月還款額的較高比率用以償還利息而非當時到期償還透支。

- (c) If any Overdraft Account has been overdrawn on a statement date, you shall, on or before the payment due date as specified in the relevant statement (“Payment Due Date”), pay to the Bank a monthly accumulated amount equivalent to at least 5% of the closing balance shown in the statement or HK\$100, whichever is greater (“Minimum Payment”). The Bank may at its absolute discretion alter the Minimum Payment and/or the Payment Due Date upon prior notice at any time.

如任何透支戶口於戶口月結單截數日期出現透支,您須於有關月結單指定繳款日期(「繳款日期」)或以前在該月累積繳付不少於有關月結單上之截數結餘之5%或港幣100元,以較高者為準的款項(「最低付款額」)。銀行有絕對權利在發出事先通知後隨時更改最低付款額及/或繳款日期。

- (d) Without limiting the generality of the foregoing, in the event of the failure to make any Minimum Payment on the due date or any other indebtedness owing by you becoming payable or capable of being declared payable prior to its stated maturity or is not paid when due, or you becoming insolvent or a petition in bankruptcy or for winding-up (whether voluntary or otherwise) being filed by or against you, or any attachment, execution or other process is levied against you, all amount outstanding, accrued interest and any charges shall become immediately due and payable. A statement or demand (in whatever form the Bank deems fit) issued by the Bank shall be conclusive evidence of the amount due and owing to the Bank. Without prejudice to this condition, on the day after each monthly repayment due date, a late repayment charge of HK\$500 will be imposed.

在不局限前文的概括性原則下,若您於到期日並未繳付任何一期每月最低還款額,或您的任何其他債項在指定到期日之前成為應支付或可被宣佈為應支付或到期應付而未付,或您無力償債或他人對您提出破產或清盤(不論是自願與否)申請,或他人對您提出任何查封、扣押或其他程序,則所有欠款、其應計利息及任何手續費須立即到期應付。銀行發出的結算書或付款要求(按銀行認為適當的格式)應為您對銀行欠款的確證。在不影響本條規定下,在每月還款到期日的翌日,您須就當時逾期未付的任何每月還款額支付銀行逾期還款費相當於港幣500元。

- (e) You agree that the Bank will charge interest to the Overdraft Account on the outstanding debit balance calculated at the Bank's prevailing interest rate. Where such interest debit would otherwise be less than the minimum amounts as specified by the Bank from time to time (currently is monthly HK\$100), the amount to be debited will be such minimum amount.

您確認並同意銀行將就您透支戶口內尚未繳清的結欠款項收取利息,並按銀行當時之利率計算。適用於每一透支的利率由銀行不時全權酌情釐定及更改。若須扣除的利息少於銀行不時訂明的最低款額(現時為每月港幣100元),則須扣除該最低款額。

- (f) You agree that the bank will charge a non-refundable fee if the Quarterly Average Utilization of overdraft facility is below Minimum Utilization Requirement (the fee is defined as Commitment Fee). Quarterly Average Utilization refers to the average outstanding debit balance of the account with overdraft facility against the overdraft limit on quarterly basis. Minimum Utilization Requirement is currently set at 20%. The Commitment Fee is currently set at \$250 per quarter and will be debited to your Overdraft Account in January, April, July and October of each year (if applicable). The commitment fee will be determined and subject to variation from time to time by the Bank at its absolute discretion.

您同意銀行如每季平均透支額度使用量低於使用要求時，將收取不可退還的費用(此費用為額度承諾費)。每季平均透支額度使用量指每季透支戶口平均結欠款項對比透支額度。最低使用要求現設為20%。額度承諾費現為每個季度港幣\$250。在被認為需要時徵收此費用時，此費用將於每年1月、4月、7月及10月從透支戶口扣除。額度承擔費由銀行不時全權酌情釐定及更改。

- (g) You agree that no additional Overdraft will be made available if the Overdraft limit has been fully utilized, unless prior approval has been obtained from the Bank. The Bank may decline to honour any cheques and payments instructions if payment would result in the Overdraft limit being exceeded.

您同意如透支限額已全數使用，銀行不會提供額外的透支額，除非經銀行事先批核。若支付任何款項會導致超逾備用透支內的透支限額，則銀行可拒絕承兌任何支票及拒絕執行任何付款指示。

- (h) To protect yourselves and the staff of the Bank and to help resolve any disputes between you and the Bank, the Bank may (but shall not be obliged to) record and you hereby acknowledge and agree to the Bank recording, all telephone conversations between the Bank and you and instructions given by you to the Bank, by writing and/or by tape recording and/or any other methods as the Bank may determine. The Bank's record of such telephone conversations and such instructions given by you to the Bank shall, in the absence of manifest error, be conclusive and binding on you and may be retained by the Bank for such period as it deems appropriate.

為了保障您及銀行職員，及協助排解您與銀行之間的爭議，銀行可以(但並無責任)以書面及/或錄音及/或銀行決定的任何其他方法，記錄銀行與您之間所有電話通話及您向銀行發出的指示，而您確認並同意銀行作出上述紀錄。銀行對上述電話通話及您向銀行發出的指示所作的紀錄，若無明顯錯誤，即屬確證並對您具有約束力，並可由銀行在其認為適當的期間保留。

- (i) For your convenience, you hereby authorize the Bank to disclose the following data by telephone to an enquirer whom the Bank genuinely believes to be you (and for this purpose the Bank may require the enquirer to provide my Hong Kong Identity Card number(s), the amount of Overdraft applied for (rounded up or down if necessary to the nearest thousand dollars) and any other information as the Bank deems fit for verification of the enquirer's identity); Overdraft approval status (approved, pending or rejected); and, if approved, the exact amount approved, the interest rate and the Overdraft setup date.

為您的方便，您茲授權銀行以電話向銀行真誠地相信是本人或吾等任何一人的查詢者披露下列資料(為此銀行可要求查詢者提供本人的香港身分證號碼、申請透支額(如需要，上下湊整至最接近的千元數)及銀行為核證查詢者的身分認為適當的任何其他資料);透支批核情況(已批核、待批或拒批);又如已獲批核，已批核透支額、利率及透支生效日期。

- (j) Annual review for an overdraft facility is required. The assessment criteria will include but not limited to information from Credit Reference Agency or similar service provider, clients repayment record, Transaction volume of Current or Savings Account of any currency and/or account conduct. For Current or Savings Account's transaction volume, customers have to, at least 2 out of 4 quarters, maintain Credit Transactions equivalent to 50% of Business Overdraft Limit. Credit Transactions shall mean cash deposits (including over-the-counter and bulk deposits); inward local funds transfers within the Bank, local bank electronic transfers and telegraphic transfers (covering SWIFT and internal network transfers of the Bank); and local and foreign cheque deposits; and excluding all bank-initiated or system-initiated credits of funds into the Borrower's transactional accounts, such as: credits due to any returned item (for example: cheque return, funds transfer return, etc); interest credited into an account (if any). The Bank reserves the right to terminate any Business Overdraft Facility at its absolute discretion at any time without prior notice given.

透支額度須每年進行審查，審查內容包括但不只限於信貸資料服務機構或類似服務提供者所提供的資料、客戶還款紀錄、資金存入本行任何幣別支票或存款賬戶的活躍程度及/或往來紀錄。資金存入本行賬戶的活躍程度指客戶須於四個季度中，其中最少兩個季度存入款項達透支額度的50%。資金存入交易包括現金存款(包括經櫃檯辦理的存款、大量現金存款)、本行本地資金轉入、本地銀行電子付款及電匯(包括經SWIFT及銀行內部網絡轉帳);及本地與海外支票存入;不包括所有銀行或系統發動的存款，如任何退款的存入(退票、退回轉帳款項等);利息存入(如有)。銀行保留不給予任何事先通知而隨時終止透支額度的絕對權利。

## 2. Lien 留置權

Without limiting any general or banker's lien or other right to which the Bank or the Bank Group Company, Standard Chartered Bank (including all its branches), the holding company or any subsidiary or associated company of Standard Chartered Bank (each a "Bank Group Company") may be entitled, the Bank shall have the right and is authorised to the fullest extent permitted by law, without notice to you or to any other person and appropriate and apply and you authorise each Bank Group Company to transfer or release to the Bank or the relevant Bank Group Company upon request, any credit balance in any currency on any account (whether subject to notice or not and whether matured or not) of you or of any other person with the Bank or any Bank Group Company in Hong Kong or elsewhere to which you may be beneficially entitled against any of your liabilities to the Bank or any Bank Group Company under these terms and conditions or in respect of any other agreement or transaction, whether actual, future or contingent, and the Bank and any Bank Group Company are authorised to purchase with the moneys standing to the credit of any such account such other currencies as may be necessary for this purpose. The Bank and any Bank Group Company shall have a lien on all your property which may now or hereafter be in their respective possession or custody whether for safekeeping or otherwise.

在不限制銀行，或渣打銀行(包括其所有分行)或其之控股公司或任何附屬公司或聯營公司(均為“渣打集團公司”)可能擁有之任何一般或銀行之留置權或其他權利下，銀行有權並被授權於法律許可之一切範圍內，無須事前通知您或任何他人，從您或任何其他人士開設而由您實際擁有，於銀行或任何渣打集團公司位於香港或任何他處之任何賬戶(無論是否需要通知與無論是否到期)內任何貨幣之任何貸方餘額，不論是否由您或上述其他人士單獨或與他人聯名開設，抵銷、撥用或運用您於本條款及細則項下或就任何其他協議或交易對銀行或任何渣打集團公司之任何負債，無論實際、未來或或有;您並授權每一渣打集團公司按要求向銀行或有關渣打集團公司轉賬或發放任何該等餘額，銀行及任何渣打集團公司有權以上述任何賬戶貸方款項購置為此目的所需之其他貨幣。銀行及任何渣打集團公司對其現時或今後可能佔有或代管(無論由於保管或其他原因)之您一切財產擁有留置權。

## 3. Payments 支付款項

- (a) Any moneys received by the Bank in respect of your obligations to the Bank may be placed and kept to the credit of a suspense account for so long as the Bank thinks fit, and in the event of any proceedings in or analogous to bankruptcy, winding-up, liquidation, composition or arrangement, the Bank may prove for and agree to accept any dividend or composition in respect of your outstanding obligations as if there had been no suspense account or no credit therein.

銀行就您對銀行之義務收到之任何款項可存入與記入暫記賬戶之貸方，期限以銀行認為適合者為準。若發生任何或類似任何破產、清盤、清算、債務和解或協議程序，銀行可證明您未償義務並同意就該等義務接受任何分配之款項或債務和解，猶如不存在暫記賬戶或其貸方項下之款項。

- (b) If any court gives a judgment in the Bank's favour for any amounts owing by you and such judgment is expressed in a currency (the "judgment currency") other than the currency in which such amounts are owing to the Bank (the "currency of account"), you shall fully indemnify the Bank in respect of all losses which it may at any time suffer as a result of any difference between (i) the rate or rates of exchange used for such purpose to convert the sum in question from the currency of account into the judgment currency and (ii) the rate or rates of exchange at which the Bank may purchase the currency of account with the judgment currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such judgment.

若任何法院就您所欠之任何款項作出銀行勝訴之判決以及該判決明示規定之貨幣(“判決貨幣”)不同於欠銀行款項之貨幣(“賬戶貨幣”)，您應向銀行足額賠償銀行任何時候由於下列兩者之差額而可能遭受之一切損失(i)將有關款項從賬戶貨幣兌換為判決貨幣所用之匯率及(ii)銀行收到用於償還上述任何判決全部或部份金額之款項後可能使用判決貨幣購買賬戶貨幣之匯率。

## 4. Power of Attorney 授權書

You irrevocably and by way of security appoint the Bank to be your attorney, with full power of substitution, and in your name or otherwise on your behalf and as your act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required or which the Bank shall think fit for carrying out any of your obligations hereunder or for effecting any sale, disposal or other dealing by the Bank or for giving to the Bank the full benefit of these terms and conditions and of the security granted hereunder. You hereby ratify and confirm and agree to ratify and confirm any deed, instrument, act and thing which such attorney may lawfully execute or do.

您不可撤銷地以及通過抵押指定銀行為您之代理人，擁有全權代理，以您名義或代表您（如同您之行動與行為）簽署、蓋印、簽訂、交付、進行下列各項可能需要或銀行認為適合之一切契據、文據、行為及事項並使其完全有效：履行您於本條款及細則項下之任何義務或銀行進行任何銷售、處置或其他交易或將本條款及細則之全部利益及依據本條款及細則授予之抵押之全部利益給予銀行。您特此批准與確認以及同意批准與確認上述代理人可能合法地簽訂或作出之任何契據、文據、行為或事項。

## 5. Notices 通知

Any notice required to be given by the Bank to you shall be deemed to have been so given if addressed to you at your address as may be notified to the Bank in writing by you or appear in the Bank's records as your last known address. Any notice delivered personally shall be deemed to have been given at the time of delivery. Any notice despatched by letter postage prepaid shall be deemed to have been given immediately after posting. Any notice sent by telex with answerback or by facsimile shall be deemed to have been given at the time of transmission.

任何需要由銀行交付您之通知，發出時若寫明您為收件人地址為您書面通知銀行之地址或銀行記錄中最後為銀行所知之您地址，則應視為已予交付。任何專人遞交之通知應於遞交時視為已予交付。通過郵資預付之函件發出之任何通知付郵後即應視為已予交付。通過使用回答電碼之電傳或傳真發出之任何通知應於發出時視為已予交付。

## 6. Miscellaneous 其他各項

(a) This is a continuing agreement and all the rights, powers and remedies hereunder shall apply to all your past, present, future and contingent obligations to the Bank, and notwithstanding any intermediate payment or settlement of account or any other matter whatsoever.

本條款及細則為持續之協議：由本條款及細則證明之抵押應為持續之抵押；本條款及細則項下之一切權利、權力及補救方法適用於您對銀行之一切過往、現時、未來及或有義務。上述抵押無損於銀行現時或今後就該等義務與負債持有之任何其他抵押，並為該等其他該等抵押以外之抵押，儘管提前支付任何款項或結清任何賬目。或了結任何其他事宜。本條款及細則可予以執行，無須首先由銀行追索任何其他抵押或權利。

(b) You shall immediately upon demand by the Bank and at your expense make, execute, do and perform all such further assurances, instruments, acts or things as the Bank shall from time to time reasonably require to perfect these terms and conditions and the Bank's title to the security hereby constituted or intended to be constituted.

您應於銀行提出要求時立即進行、簽訂、作出及完成銀行為使本條款及細則與銀行對由本條款及細則構成或計劃構成抵押之所有權完全有效而不時合理要求之一切其他保證、文據、行為或事項，費用由您承擔。

(c) Each of the rights, powers and remedies given to the Bank under these terms and conditions shall be cumulative and in addition to all other rights, powers and remedies given to the Bank by virtue of any other security, statute or rule of law or equity. Where from time to time any specific agreement is concluded between you and the Bank and is intended by its terms to govern a particular transaction, such other agreement shall apply to such transaction in conjunction with these terms and conditions. If there is any conflict between such other agreement and these terms and conditions, the terms of such other agreement to the extent that they are valid and enforceable shall prevail in respect of such transaction.

依據本條款及細則給予銀行之每項權利、權力及補救方法為累積之權利、權力及補救方法，並為由於任何其他抵押、法規或法律原則或衡平法規而給予銀行一切其他權利、權力及補救方法以外之權利、權力及補救方法。若您不時與銀行簽訂任何特殊協議以及該協議之目的為以其條款對一項特定交易加以規定，則該等其他協議應與本條款及細則一併適用於上述特定交易。若該等其他協議與本條款及細則發生抵觸，則於有效與可執行之範圍內，就上述交易而言應以該等其他協議之條款為準。

(d) Any forbearance or delay by the Bank in exercising any right, power or remedy shall not be deemed to be a waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof and no course of dealing between you nor any waiver in any one or more instances shall be deemed a waiver in any other instance. Each of the Bank's rights, powers and remedies shall continue in full force and effect until such rights, powers or remedies are specifically amended or waived by an instrument in writing executed by the Bank.

銀行暫不行使或延遲行使任何權利、權力或補救方法不應視為放棄該等權利、權力或補救方法，單獨或部份行使任何權利、權力或補救方法不應妨礙進一步行使該等權利、權力或補救方法。您之間任何交易習慣或於任何一種或幾種情況下之任何放棄不應視為於任何其他情況下之放棄。銀行之每項權利、權力及補救方法應繼續充份有效，直至該等權利、權力或補救方法由銀行簽署之書面文據特別修訂或放棄。

(e) Any provision in these terms and conditions which is invalid for any reason in any jurisdiction shall be ineffective only to the extent of such invalidity and shall not affect the validity of the remaining provisions hereof or the validity of such provision in any other jurisdiction. Nothing in these terms and conditions shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of Hong Kong SAR.

本條款及細則之任何規定因故於任何國家地區無效僅應於無效之範圍內失效，並不影響本條款及細則其餘規定之有效性或上述規定於任何其他國家地區之有效性。本條款及細則之任何規定在行使時將不會限制或免除任何責任，而該等責任之限制或免除又非香港法律所容許。

(f) Nothing herein shall impose any obligation on the Bank to provide or continue any banking facilities or other accommodation or services to you, and these terms and conditions may be terminated or discontinued forthwith by the Bank at its absolute discretion with or without notice to you.

本條款及細則之任何規定不應強加銀行任何義務，以向您提供或繼續提供任何銀行信貸或其他貸款或服務。本條款及細則可經銀行全權決定事前給予或不給予您通知而立即終止或中止。

(g) The Bank may, at any time and at its absolute discretion, by notice to you vary, amend or supplement any of these terms and conditions (including without limitation, the basis of calculation of any interest, charges, commissions or fees). Such variation, amendment or supplement shall take effect on the date of the notice setting out details of such variation, amendment or supplement or, if later, the date specified in the notice.

銀行可按其酌情權在給予您通知的情況下更改、變更或補充該協議的條款（包括但不限於任何利息、費用、佣金或收費的計算基礎）。該更改、變更或補充會在載明有關更改、變更或補充通知的日期或通知所述的日期生效（以較遲為準）。

(h) These terms and conditions shall operate for the benefit of the Bank and its successors and assignees, notwithstanding any change by way of amalgamation, consolidation or otherwise in the constitution of the Bank or of any such successor or assignee. The Bank may assign or otherwise transfer all or any of its rights and interests under these terms and conditions and any transactions to which these terms and conditions relates and/or the goods, documents and other properties in respect of which the Bank has a security interest and may deliver the same to the transferee(s), who shall thereupon become vested with all the rights and powers in respect thereof which were formerly vested in the Bank. The Bank shall be released and discharged from any liability or responsibility in respect of the goods, documents or other properties so transferred, but shall retain all its rights and powers in respect of goods, documents or other properties not so transferred.

儘管通過合併、聯合或其他而可能使銀行或其繼承人與受讓人之章程發生任何變化，本條款及細則適用於銀行及其繼承人與受讓人之利益。銀行可轉讓或出讓其於本條款及細則及與本條款及細則有關之任何交易項下一切或任何權利與權益及（或）銀行擁有抵押權益之貨物、單據及其他財產，並可將上述各項交付受讓人。據此，以前歸銀行所有有關上述各項之一切權利與權力歸受讓人所有。銀行對於上述轉讓之貨物、單據或其他財產之任何義務或責任應予以解除與免除。然而，銀行對於未轉讓之貨物、單據或其他財產仍保留其一切權利與權力。

## 7. Chinese Translation 中文文本

You agree that the Chinese translation shall not apply in construing these terms and conditions and that the English version shall govern for all purposes.

您同意，解釋本條款及細則時中文譯文並不適用，就一切目的而言應以英文文本為準。



# Smart Business BonusPack Terms and Conditions

## 精明企業升級組合條款及細則

### (A) General Terms and Conditions 一般條款及細則

- Under Smart Business BonusPack, applicants are applying for (1) Business Instalment Loan, (2) Hong Kong dollars Current or Savings Account and (3) interest rebate offer as set out in the terms and conditions below.  
申請精明企業升級組合，申請人亦會同時申請 (1) 拓展易中小企業分期貸款 (2) 港幣支票或存款戶口及 (3) 享有按照以下條款及細則之利息回贈。
- Only those applicants who have successfully applied for and drawn down the Business Instalment Loan ("client(s)") will be eligible to the benefits and offers under the Smart Business BonusPack.  
只有成功申請及提取拓展易中小企業分期貸款客戶才能享有精明企業升級組合下的優惠。
- Upon applying Smart Business BonusPack, all existing and future Hong Kong Dollar Current or Savings Account(s) opened in the same name as the borrower under the relevant Business Instalment Loan with Standard Chartered Bank (Hong Kong) Limited ("Bank") will be linked to Smart Business BonusPack. This linkage will be carried out within 45 days after account successfully opened. If not, please state in the Business Instalment Loan Client Services Request Form.  
當申請精明企業升級組合成功後，所有相關拓展易中小企業分期貸款申請公司同名之渣打銀行(香港)有限公司(「本行」)之現有或將有的港元支票或儲蓄戶口，都會於成功開戶後四十五天內連繫至精明企業升級組合。否則，請在「拓展易」中小企業分期貸款客戶服務申請表上註明。
- A maximum of 10 Hong Kong Dollar Current or Savings Account(s) (including the repayment account of Business Instalment Loan) of the Bank can be linked to each Smart Business BonusPack. The name of such Account holders must be the same as the borrower in the Business Instalment Loan application. Only the balance of the linked Hong Kong Dollar Current or Savings Account(s) will be counted towards the total balance of Smart Business BonusPack.  
精明企業升級組合最多可連繫10個本行之港元支票或儲蓄戶口(包括拓展易中小企業分期貸款之還款戶口)。連繫戶口必須和拓展易中小企業分期貸款申請公司同名。只有連繫於精明企業升級組合的港元支票或儲蓄戶口之結餘方會計算於精明企業升級組合的總結餘內。
- BusinessOne and Marathon Saving Account cannot be linked to the Smart Business BonusPack.  
BusinessOne及高息馬拉松活期存款不可以與精明企業升級組合連繫。
- If client has more than one successfully drawn down Business Instalment Loan, client can apply for a Smart Business BonusPack in respect of each of such loans.  
如客戶有多於一個成功提取之拓展易中小企業分期貸款，客戶將能根據每個貸款申請個別精明企業升級組合。
- For any Hong Kong dollar Current or Savings Account opened after Smart Business BonusPack(s) is/are set up, such Account(s) will automatically linked to the Smart Business BonusPack with underlying loan most recently drawn down. If not, please state in the Business Instalment Loan Client Services Request Form.  
在成功申請精明企業升級組合之後申請的港幣支票或存款戶口將會自動連繫至最新提取拓展易中小企業分期貸款之精明企業升級組合。否則，請在「拓展易」中小企業分期貸款客戶服務申請表上註明。
- Subject to paragraph (A) 4 above, Business Instalment Loan clients who have successfully opened the Smart Business BonusPack may, from time to time, elect to link additional or de-link existing Hong Kong Dollar Current or Savings Account(s) to the Smart Business BonusPack by giving at least five business days' written request to the Bank before the proposed date of linkage or de-linkage. The Bank has absolute discretion in determining whether or not to approve the request without assigning any reason.  
根據上述條款(A) 4，成功申請精明企業升級組合的全新或續借的拓展易中小企業分期貸款客戶可不時向本行發出通知，選擇增加或減少連繫於精明企業升級組合之現有港元支票或儲蓄戶口；惟客戶必須於增加或減少連繫於精明企業升級組合的日期前5個工作天以書面通知本行。本行保留最終決定權。
- The Bank will charge a non-refundable one-off administration fee of HK\$300 for the opening of each Smart Business BonusPack. This fee will be charged from the Business Instalment Loan repayment account together with the first Business Instalment Loan instalment payment after client has successfully opened the Smart Business BonusPack and is subject to variation by the Bank at its absolute and sole discretion.  
本行將就每個精明企業升級組合收取港幣300元不可退還的一次性行政費。此行政費將與由精明企業升級組合成功設立日起計的拓展易中小企業分期貸款首期還款一起從還款戶口中收取。此行政費由本行不時全權酌情釐定及更改。
- The client agrees that Smart Business BonusPack is made available by the Bank subject to the applicable Smart Business BonusPack Terms and Conditions and agrees to be bound by all the Smart Business BonusPack Terms and Conditions. These Terms and Conditions shall be read together with the Terms and Conditions of Business Instalment Loan which shall also be binding on the client. In case of conflict or inconsistency between the two sets of Terms and Conditions, the Business Instalment Loan Terms and Conditions shall prevail in so far as they relate to the Smart Business BonusPack. Any amendment to these Terms and Conditions shall be deemed to be effective and binding on the client on giving the prescribed notice.  
客戶同意精明企業升級組合是由本行遵從適用之精明企業升級組合之條款及細則而提供的。客戶同意受所有有關條款及細則約束。此等條款及細則須與所有拓展易中小企業分期貸款之條款及細則一併理解，客戶並須受此等條款及細則約束。若任何精明企業升級組合條款及細則與拓展易中小企業分期貸款之條款及細則有任何抵觸，應以拓展易中小企業分期貸款之條款及細則為準。在給予客戶特定通知的情況下，此等條款及細則之更改為有效及俱有約束力。
- The Bank may, by notice, terminate the Smart Business BonusPack, and with or without cause, without prejudice to the respective rights and obligations of the Bank and the Business Instalment Loan client, in respect of any one and more of the features or offers of Smart Business BonusPack, which shall continue to be governed by the relevant Terms and Conditions.  
本行可發出通知及在給予或不給予理由之下，終止精明企業升級組合，但不影響本行及客戶各自就各項服務中之任何一項或以上之權利及責任，該等權利及責任應繼續受有關條款及細則所約束。
- Application for and usage of Smart Business BonusPack is subject to all prevailing Terms and Conditions applicable to Hong Kong Dollar Current or Savings Account, as may from time to time be supplemented, amended or replaced by the Bank at the Bank's sole discretion.  
申請及使用精明企業升級組合須受有關適用於港幣支票或儲蓄存款戶口之所有條款及細則所規限及本行可不時補充，修訂或取代有關條款及細則。如有任何爭議，本行保留最終決定權。
- Business Instalment Loan clients with Smart Business BonusPack can refer to the monthly statement for details of the interest rebate credit transactions. Clients can upon receipt of a statement check the statement carefully and immediately notify the Bank if it is considered that any details contained in the statement are inaccurate. If the Bank does not receive any such notice within the period stipulated in the statement for this purpose, the clients shall be deemed to have accepted all the details contained in the statement as true and accurate in all aspects and final and conclusive.  
每位合資格獲享利息回贈之客戶可參閱刊載於其戶口月結單內之現金獎賞交易。客戶在收到月結單時須小心核對月結單，如認為月結單所載的詳情不正確，須立即通知本行。倘本行在月結單為此規定的期限內並無收到該等通知，則客戶須視作已接納月結單所載的所有詳情在各方面均為真實及正確。
- The Bank reserves the right to vary, modify or terminate any Smart Business BonusPack and to amend any of these Terms and Conditions at any time. In case of disputes, the decision of the Bank shall be final and binding in all respects.  
本行保留隨時更改或終止精明企業升級組合之任何優惠，以及修訂任何有關條款及細則之權利而毋須另行通知。如有任何爭議，本行保留最終決定權。
- This Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special

Administrative Region ("HKSAR") and the client hereby irrevocably submits to the non-exclusive jurisdiction of the HKSAR courts. 此等條款及細則應受香港特別行政區法律管轄及解釋；客戶茲不可撤銷地服從香港特別行政區法院之非專屬管轄權。

16. If there is any inconsistency or conflict between the English version and the Chinese version, the English version shall prevail. 中英文版之內容如有歧異，在任何情況下概以英文版為準。

## **(B) Terms and Conditions for Interest Rebate of the Smart Business BonusPack 精明企業升級組合利息回贈條款及細則**

1. Clients joining Smart Business BonusPack will have their Business Instalment Loan linked up to designated Hong Kong dollar Current or Savings Account(s), entitling them to interest rebate. The rebate is calculated based on a percentage on the interest portion of the Business Instalment Loan's instalment repayable on a monthly basis (the "Interest Rebate Percentage"). Client can refer to the Business Instalment Loan – Smart Business BonusPack Set Up Advice for the minimum requirement of the average daily balance for all applicable accounts linked to Smart Business BonusPack and the Interest Rebate Percentage. Subject to the fulfillment of the other terms and conditions hereunder by the client who has successfully opened the Smart Business BonusPack, interest rebate will be awarded to the client on the condition that the total average daily balance calculated on monthly basis maintained by the client in all the accounts linked to Smart Business BonusPack meets the minimum requirement as stipulated by the Bank which may be changed from time to time at the Bank's sole discretion.  
參加精明企業升級組合的客戶將會連結港元支票或儲蓄戶口與拓展易中小企業分期貸款，以享有利息回贈。此利息回贈是根據拓展易中小企業分期貸款每月還款當中的利息部份按月按百份比計算（「利息回贈百份比」）。有關連繫於拓展「盈」商戶口的所有戶口的平均每日結餘之最低要求及利息回贈百份比，客戶可參閱拓展易中小企業分期貸款 - 精明企業升級組合設立通知書。利息回贈只會回贈予符合指定要求的精明企業升級組合客戶，而其連繫於精明企業升級組合的所有戶口的總結餘必須符合本行所訂明的平均每日結餘水平之最低要求。本行對此平均每日結餘水平之最低要求保留不時更改的權利。
2. The average daily balance shall be calculated on a monthly basis by dividing the total balance of all accounts linked to Smart Business BonusPack by the number of days of the period between two consecutive Business Instalment Loan Repayment Dates as specified in the Business Instalment Loan Repayment Schedule to the client.  
平均每日結餘是根據每個連繫於精明企業升級組合的戶口的每日結餘將加上之後除以拓展易中小企業分期貸款還款表所示之連續2個還款日之間的天數每月計算。
3. Interest rebate will be accumulated and payment shall be made every month(s) according to loan tenor starting from the drawdown date of the Business Instalment Loan.  
每月所計算出的回贈利息將會累積並於提取貸款後根據貸款年期每1個月發放1次。
4. Interest rebate will be credited to the Business Instalment Loan repayment account within one month after payment date mentioned in paragraph (B) 3 above.  
利息回贈將於上述 (B) 3 所指之提取貸款日的一個月內存入拓展易中小企業分期貸款還款戶口。
5. If the Smart Business BonusPack does not meet the minimum average daily balance requirement specified in the Business Instalment Loan – Smart Business BonusPack Set up Advice, no interest rebate will be rewarded for that month.  
若某一月份未能符合拓展易中小企業分期貸款 - 精明企業升級組合設立通知書所訂之精明企業升級組合平均每日結餘水平之最低要求，則該月份不會獲得部份或任何金額的利息回贈。
6. There must be no record of default in repayment by the client in any Business Instalment Loan prior to the payment date mentioned in paragraph (B) 3 above and the relevant Business Instalment Loan must not be in a delinquent status at the time of the interest rebate payment date mentioned in paragraph (B) 3 above.  
於上述 (B) 3 所指之利息回贈日前的任何拓展易中小企業分期貸款沒任何逾期還款紀錄。而拓展易中小企業分期貸款必須於上述 (B) 3 所指之利息回贈日並無拖欠任何還款金額。否則，一切相關的利息回贈將被取消。
7. No interest rebate will be rewarded if there is any default in repayment or delinquency. The Bank reserves the right to withhold, cancel or forfeit any interest rebate yet to be credited to the client if any of the forgoing situations happen. Once being cancelled or forfeited, client will lose the entitlement to such interest rebate absolutely.  
如果有任何逾期或拖欠還款，客戶將不會獲得利息回贈。如果有任何上述情況發生，本行保留權利中止、取消或沒收任何未派發給客戶之利息回贈。一旦被取消或沒收，客戶將絕對失去享有這利息回贈的資格。
8. Interest rebates are non-transferrable and non-returnable.  
利息回贈不可轉讓亦不可退回。
9. Interest rebate will be rounded to the nearest cents.  
利息回贈將兌換至仙位數值。
10. The Bank reserves the right to vary, modify or terminate any Smart Business BonusPack features and offers and to amend any of these terms and conditions at any time without prior notice. In case of disputes, the decision of the Bank shall be final and binding.  
本行保留隨時更改或終止精明企業升級組合之任何優惠，以及修訂任何有關條款及細則之權利而毋須另行通知。如有任何爭議，本行保留最終決定權。
11. This Terms and Conditions shall be governed by and construed in accordance with the laws of the HKSAR and the client hereby irrevocably submits to the non-exclusive jurisdiction of the HKSAR courts.  
此等條款及細則應受香港特別行政區法律管轄及解釋；客戶茲不可撤銷地服從香港特別行政區法院之非專屬管轄權。
12. If there is any inconsistency or conflict between the English version and the Chinese version, the English version shall prevail.  
中英文版之內容如有歧異，在任何情況下概以英文版為準。