

灵活资产抵押贷款之条款及细则

TERMS & CONDITIONS FOR FLEXI ASSETS FINANCING

保险计划

INSURANCE PLAN

1. 灵活资产抵押贷款-保险计划（「融资服务」）只适用以中国工商银行(亚洲)有限公司（「工银亚洲」或「本行」）指定保险公司同意承保之认可保险计划（「抵押品」）作为抵押的客户申请，中国工商银行(亚洲)有限公司（「工银亚洲」或「本行」）拥有绝对酌情权(包括但不限于因保险公司信贷评级有所调整)，订明及不时更改可接纳之抵押品或调整融资比例，包括增加或取消个别抵押品作抵押的资格，而毋须预先通知客户。The Flexi Assets Financing – Insurance Plan (“facility”) is only applicable to those applications which are secured by pledging acceptable insurance plan (“collateral”) underwritten by insurers designated by Industrial and Commercial Bank of China (Asia) Limited (the “Bank” or “ICBC (Asia)”). The Bank shall have absolute discretion to prescribe and revise the eligibility of collateral and the relevant lending ratio from time to time (including but not limited to, the adjustment of the credit rating of the insurance company), including addition or disqualification of eligible collaterals without prior notice.
2. 本行可根据申请人所提供的资料及信贷状况而决定是否接受有关融资服务申请，并保留所有就批核融资服务申请的最终决定权，而毋须向申请人提供任何理由。如有需要，本行有权要求申请人提供更多其他文件作进一步审阅用途。The Bank’s decision to approve the application is based on the information provided by the applicant and his/her credit condition. The Bank also reserves all rights of final decision in relation to the approvals of applications for facility and is under no obligation to provide any reason. Where necessary, the Bank may require the applicants to provide other additional documents for processing the applications further.
3. 本行可根据融资比例及抵押品价值而厘定信贷额，计算方法则由本行全权决定及不时作出修订。The Bank’s decision to approve the facility limit is based on the lending ratio and the value of collateral. The calculation method is determined and shall be subject to variation from time to time by the Bank at its absolute discretion.
4. 融资服务利率按申请人的信贷状况、融资金额及贷款年期而厘订，并在贷款授信函上确认。申请之最终审批、融资金额、年期、利率及其他适用条款将由本行作最终决定，本行毋须向申请人提供任何理由。The interest rate of facility will depend on the applicant’s credit rating, facility amount and loan tenor confirmed on the facility letter. The Bank may at its absolute discretion approve or decline the application and determine the facility amount, tenor, relevant interest rate and other terms without giving any reason.
5. 客户需按时支付本行不时规定的利息及/或其他收费。本行保留可不时修订有关费用及其他适用条款之权利，并以本行认为合适的方式将此等修订通知客户，有关利息及/或费用将于指定户口中直接扣取。Customers should pay all interest and/or charges punctually to the Bank from time to time as determined by the Bank. The Bank reserves the right to alter the relevant charges and other applicable terms applicable to the facility from time to time and may notify the customers of such alteration in any manner it thinks fit. The interest and/or charges concerned shall be debited directly from the designated account.
6. 透支服务须每年进行信贷检讨及续期，本行有权调减信贷额或不再续期该透支服务。The overdraft facility shall be subject to annual renewal with credit review, The Bank shall have the right to adjust or decide not to renew the overdraft facility.
7. 倘融资服务为定期贷款: In the event that the facility is Term Loan:
 - a) **本行将于贷款提取日收取获批贷款金额之0.5%作为贷款开立费用。**不论任何情况，已付之手续费用将不予退还。**The Bank will charge a set up fee of 0.5% flat on the approved loan amount, and deduct such fee at the time of loan disbursement.** The handling fee paid will not be refunded in all circumstances.
 - b) **本行将于发放贷款当天起计的一年内收取0.3%作为提前还款手续费（最低为港币500元），借款人须就向本行作出的任何提前还款给予本行30天事先书面通知。**本行保留不时调整提前还款手续费的权利。倘若保单于冷静期内取消，借款人则毋须缴付提前还款手续费。**The Bank will charge prepayment penalty at 0.3% of the prepayment amount within 1 year from the date of Loan drawdown (minimum HKD500) and Borrower should serve 30 days’ prior written notice to Bank for prepayment.** The Bank may at its discretion adjust the prepayment penalty at any time with prior notice. Prepayment penalty would not be charged if the Policy is cancelled within the cooling off period.
 - c) **在不影响本行其他权利及补偿下，若借款人未能依期清还到期利息或/及本金，则须缴交因逾期还款而产生的逾期利息，**

最少为协定贷款利率加3.5%，并按日计算至还款日为止。本行保留不时调整逾期费用的权利。**Without prejudice to the other rights and remedies of the Bank, when the Borrower is in default of making any interest or principal payment or/and any part thereof when due, the Borrower shall each time pay Default Interest at minimum of 3.5% above the applicable interest rate of the respective facility, calculated on a daily basis until the date of repayment.** The Bank may at its discretion adjust the Default Interest at any time with prior notice.

8. **透支服务之相关费用已载于重要资料概要内。**重要资料概要可于本行网页(www.icbcasia.com > e工具)内浏览。**All relevant charges for Overdraft facility are set out in the Key Facts Statement.** The Key Facts Statement is available in the Bank's website (www.icbcasia.com > eTools).
9. 倘信贷额币值与抵押品币值不同，外汇风险将可能影响融资服务及抵押品的价值；抵押品的货币需被兑换成因融资服务而结欠的货币单位，而兑换率则按本行当时的实时银行买入汇率(本行持最终决定权)计算。Where the facility and the collaterals are in different currencies, exchange rate risk may affect the facility and collateral value, and currency of the collateral shall be converted into the currency of the outstanding under the facility at the Bank's spot buying rate (which is conclusively determined by the Bank).
10. 若市场货币供应及需求失衡，银行同业拆息有可能会大幅提升，因而提高融资服务的利率，客户之融资服务可能因而导致利息成本增加。Interest rate may be increased substantially if there is unbalance in the currency demand and supply in the market, customer may suffer higher interest payment due to the increase in interest rate.
11. 客户须有足以承受杠杆投资产品之风险及潜在亏损的能力。以杠杆形式进行投资，较少的价格变动会对客户有关收益或损失有倍增效应，亦会大幅提升客户所面对的投资风险。因此，杠杆投资的损失风险可能相当重大。Customer should be able to assume the risks and bear the potential losses of leveraged investments. The use of leverage in investments means that relatively small price movements will have a multiplying effect on customers' corresponding gains or losses, and the degree of investment risk customers face is greatly increased. Thus, the risk of loss in leveraged trading can be substantial.
12. 倘客户在偿还其融资服务遇上还款困难，得尽早通知本行。Customers should notify the Bank as soon as possible of any difficulty in repaying or servicing during the term of facility.
13. 客户须准备收到短期通知，有可能被要求存入额外款项或抵押品(「额外要求」)以维持贷款有效性(包括但不限于因保险公司信贷评级有所调整)。任何额外要求，不论客户是否(或在何时)收到通讯，本行在按客户所提供的电话号码向任何人士留下口讯后，或在向客户为本行所知的电邮地址或传真号码发出电邮或传真后即属有效；本行可将已存入的额外款项借记于客户在本行持有的任何账户。Customers may be called upon at short notice to make additional deposit or collateral ("additional requirement") to maintain their position (including but not limited to, the adjustment of the credit rating of the insurance company). Any additional requirement will be effected upon a message being left at the telephone number provided by the customer with any person, or upon sending an email or fax to the customer's email address or fax number known to the Bank, whether or not (or when) the communication is received by the customers. The Bank may debit the additional deposit from any of the customer's account(s) maintained with the Bank.
14. 倘认可保险计划以任何形式终止，融资账户中的所有欠款将从其退保价值中扣除。If the pledged Insurance Policy becomes forfeited in any manner, all outstanding under the facility shall be deducted from the surrender value of policy.
15. 倘发生任何违约事件(定义见本行综合条款及条件：投资产品的条款第9条)(包括但不限于保险公司破产或违约)，或倘发生(根据本行的意见)可能损害本行有关客户的融资账户的利益之任何情况，则不论本行曾否作出追加存款通知及不论履行追加存款通知的时限是否已届满，客户须立即清偿于融资账户中的所有欠款，而本行可在毋须预先通知客户的情况下，由客户于本行所持有的任何或所有账户转拨任何金额(不论属任何性质及不论金额是否到期)至客户的融资账户；及抛售/赎回客户融资服务的抵押品，并在扣除所有合理开支后，按本行决定的合理次序，用以清偿客户对本行所欠付的任何金额。本行有权取消任何未完成指示或终止与客户之融资账户有关的任何合约，而无需负上法律责任。如本行根据保单收到的净额不足以偿还融资额度的未偿还金额，本行将可能会向客户追讨有关差额。If the Event of Default (as defined in Clause 9 of the Bank's Master Terms and Conditions - Investment Products) occurs (including but not limited to, the insurance company become insolvent or defaults on its obligations), or if any circumstances arise which in the Bank's opinion might jeopardize the Bank's interests in relation to the customer's Financing Account (whether or not the Bank has issued a notice about an additional deposit request and whether the

period for satisfying such request has expired), all sums owing by the customer under his/her Overdraft Account will immediately become due and payable. The Bank may transfer any amount(s) from any or all of the customer's account(s) (of any nature and whether the amount(s) is/are matured or not) to his/her Financing Account; and sell/redeem all of the collaterals which have been pledged for the facility and apply the proceeds from the sale/redemption after deducting all reasonable expenses to repay any amounts owing to the Bank by the customer in the order as reasonably adopted by the Bank without prior notice. If any Event of Default occurs, the Bank may cancel any outstanding instructions or terminate any contracts in relation to the customer's Financing Account without legal liability. The Bank may have a claim against the customer if the net amounts received by the Bank under the insurance policy are inadequate to pay off the outstanding amount of the facility.

16. 倘客户未能按要求偿付任何有抵押债务、或违反本条款的任何规定、或客户于债务到期时没有偿还能力或承认没有偿还能力、或客户正开展与破产、无偿债能力或债务重整协议有关或类似的程序、或出现针对客户的任何资产而进行或执行的程序，而对客户采取法律诉讼或任何其他行动，并于本行认为适当的任何时间及任何方式将所有客户已抵押的资产变现或出售以清偿该等有抵押债务。客户并无任何权利就此等变现或出售而引致的损失向本行索赔，无论导致损失的原因为何。In the event that the customer fails to pay on demand of any secured obligation, or there is breach of any provision of these Terms and Conditions, or the customer is insolvent on due date or admits being insolvent, or the customer is being subject to bankruptcy, insolvency or debt consolidation or related procedures, or there is legal proceedings against any assets of the customer, the Bank may take legal action or any other action against the customer. The Bank may realize or redeem all the assets pledged by the customer in satisfaction of his/her secured obligation at any time and in any way as it thinks fit. The customer shall not have any rights to claim against the Bank in respect of losses arising from such sale/redemption regardless of the reason for incurring those losses.
17. 本行保留可随时更改或终止融资服务及不时修订本条款及细则的权利。如有任何争议，本行将保留最终决定权。The Bank reserves the right to vary or terminate the Facility at any time and to amend these Terms and Conditions from time to time. In case of any dispute, decision of the Bank shall be final and conclusive.
18. 并非本条款及细则任何一方的任何人士或实体，将不会拥有于合约（第三者权利）条例（香港法例第 623 章）下强制执行本条款及细则任何部分的权利。Any person or entity that is not a party to these Terms and Condition shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of Laws of Hong Kong) to enforce any part of these Terms and Conditions.
19. 如本条款及细则的中、英文版本有任何差异，概以英文版本为准。Shall there be any discrepancy between the Chinese and the English versions of the above terms and conditions, the English version shall prevail.

灵活资产抵押贷款之条款及细则**TERMS & CONDITIONS FOR FLEXI ASSETS FINANCING****定期存款、存款证、结构性存款、人民币国债、基金及股票****TIME DEPOSIT, CERTIFICATE OF DEPOSIT, STRUCTURE DEPOSIT, RMB GOVERNEMENT BOND, FUND AND SHARE**

1. 灵活资产抵押贷款(「融资服务」)只适用以中国工商银行(亚洲)有限公司(「工银亚洲」或「本行」)认可资产(「抵押品」)作为抵押的客户申请, 本行拥有绝对酌情权订明及不时更改可接纳之抵押品或调整融资比例, 包括增加或取消个别抵押品作抵押的资格, 而毋须预先通知客户。The Flexi Assets Financing (“facility”) is only applicable to those applications which are secured by pledging acceptable assets (“collateral”). Industrial and Commercial Bank of China (Asia) Limited (the “Bank” or “ICBC (Asia)”) shall have absolute discretion to prescribe and revise the eligibility of collateral and the relevant lending ratio from time to time, including addition or disqualification of eligible collaterals without prior notice.
2. 融资服务将会以透支形式供客户之往来账户使用。The facility will be made available by overdrawing the Current Account.
3. 透支额度上限是指经批核融资额限额或抵押品总和分别乘以其所适用之融资比例后所得之总值 (以较低者为准)。Maximum Overdraft limit means the approved ceiling facility limit or the aggregate of collaterals value multiplied by the applicable lending ratio (whichever is lower).
4. 本行可根据融资比例及抵押品价值而厘定信贷额, 计算方法则由本行全权决定及不时作出修订。The Bank’s decision to approve the facility limit is based on the lending ratio and the value of collateral. The calculation method is determined and shall be subject to variation from time to time by the Bank at its absolute discretion.
5. 融资服务利率按申请人的信贷状况、融资金额及贷款年期而厘订, 并在贷款授信函上确认。申请之最终审批、融资金额、年期、利率及其他适用条款将由本行作最终决定, 本行毋须向申请人提供任何理由。The interest rate of facility will depend on the applicant’s credit rating, facility amount and loan tenor confirmed on the facility letter. The Bank may at its absolute discretion approve or decline the application and determine the facility amount, tenor, relevant interest rate and other terms without giving any reason.
6. 客户需按时支付本行不时规定的利息及/或其他收费。本行保留可不时修订有关费用及其他适用条款之权利, 并以本行认为合适的方式将此等修订通知客户, 有关利息及/或费用将于融资户口中直接扣取。Customers should pay all interest and/or charges punctually to the Bank from time to time as determined by the Bank. The Bank reserves the right to alter the relevant charges and other applicable terms applicable to the facility from time to time and may notify the customers of such alteration in any manner it thinks fit. The interest and/or charges concerned shall be debited directly from the facility account.
7. 透支服务须每年进行信贷检讨及续期, 本行有权调减信贷额或不再续期该透支服务。The overdraft facility shall be subject to annual renewal with credit review, the Bank shall have the right to adjust the overdraft facility or decides to not to renew the overdraft facility.
8. 透支服务之相关费用已载于产品资料概要内。产品资料概要可于本行网页(www.icbcasia.com > e工具)内浏览。All relevant charges for Overdraft facility are set out in the Key Facts Statement. The Key Facts Statement is available in the Bank’s website (www.icbcasia.com > eTools).
9. 倘信贷额币值与抵押品币值不同, 外汇风险将可能影响融资服务及抵押品的价值; 抵押品的货币需被兑换成因融资服务而结欠的货币单位, 资产值的计算则参照由本行认为秉承合理的方式全权选择的汇率计算。Where the facility and the collaterals are in different currencies, exchange rate risk may affect the facility and collateral value, and valuation of the effective limit will be referenced to a rate of exchange selected at the Bank’s sole discretion acting reasonably in good faith.
10. 若市场货币供应及需求失衡, 银行同业拆息有可能会大幅提升, 因而提高融资服务的利率, 客户之融资服务可能因而导致利息成本增加。Interest rate may be increased substantially if there is unbalance in the currency demand and supply in the market, customer may suffer higher interest payment due to the increase in interest rate.
11. 结构性存款及存款证并不等于定期存款, 并非受保障存款, 不受香港的存款保障计划所保障。Structured Deposit and Certificate of Deposit are not the same as Time Deposit, they are NOT protected deposit and are NOT protected by the Deposit Protection Scheme in Hong Kong.
12. 客户须有足以承受杠杆投资产品之风险及潜在亏损的能力。以杠杆形式进行投资, 较少的价格变动会对客户有关收益或损失有倍增效应, 亦会大幅提升客户所面对的投资风险。因此, 杠杆投资的损失风险可能相当重大。Customer should be able to assume the risks and bear the potential losses of leveraged investments. The use of leverage in investments means that relatively small price movements will have a multiplying effect on customers’ corresponding gains or losses, and the degree of investment risk customers face is greatly increased. Thus, the risk of loss in leveraged trading can be substantial.
13. 倘客户在偿还其融资服务遇上还款困难, 得尽早通知本行。Customers should notify the Bank as soon as possible of any difficulty in repaying or servicing during the term of facility.
14. 客户须准备收到短期通知, 有可能被要求存入额外款项或抵押品(「额外要求」)以维持贷款有效性。任何额外要求, 不论客户是否(或在何时)收到通讯, 本行在按客户所提供的电话号码向任何人士留下口讯后, 或在向客户为本行所知的电邮地址或传真号码发出电邮或传真后即属有效; 本行可将已存入的额外款项借记于客户在本行持有的任何账户。Customers may be called

upon at short notice to make additional deposit or collateral (“additional requirement”) to maintain their position. Any additional requirement will be effected upon a message being left at the telephone number provided by the customer with any person, or upon sending an email or fax to the customer’s email address or fax number known to the Bank, whether or not (or when) the communication is received by the customers. The Bank may debit the additional deposit from any of the customer’s account(s) maintained with the Bank.

15. 倘发生任何违约事件(定义见本行综合条款及条件: 投资产品的条款第9条), 或倘发生(根据本行的意见)可能损害本行有关客户的融资账户的利益之任何情况, 则不论本行曾否作出追加存款通知及不论履行追加存款通知的时限是否已届满, 客户须立即清偿于融资账户中的所有欠款, 而本行可在毋须预先通知客户的情况下, 由客户于本行所持有的任何或所有账户转拨任何金额(不论属任何性质及不论金额是否到期)至客户的融资账户; 及抛售/赎回客户融资服务的抵押品, 并在扣除所有合理开支后, 按本行决定的合理次序, 用以清偿客户对本行所欠付的任何金额。本行有权取消任何未完成指示或终止与客户之融资账户有关的任何合约, 而无需负上法律责任。If the Event of Default (as defined in Clause 9 of the Bank’s Master Terms and Conditions - Investment Products) occurs, or if any circumstances arise which in the Bank’s opinion might jeopardize the Bank’s interests in relation to the customer’s Financing Account (whether or not the Bank has issued a notice about an additional deposit request and whether the period for satisfying such request has expired), all sums owing by the customer under his/her Overdraft Account will immediately become due and payable. The Bank may transfer any amount(s) from any or all of the customer’s account(s) (of any nature and whether the amount(s) is/are matured or not) to his/her Financing Account; and sell/redeem all of the collaterals which have been pledged for the facility and apply the proceeds from the sale/redemption after deducting all reasonable expenses to repay any amounts owing to the Bank by the customer in the order as reasonably adopted by the Bank without prior notice. If any Event of Default occurs, the Bank may cancel any outstanding instructions or terminate any contracts in relation to the customer’s Financing Account without legal liability.
16. 倘客户未能按要求偿付任何有抵押债务、或违反本条款的任何规定、或客户于债务到期时没有偿还能力或承认没有偿还能力、或客户正开展与破产、无偿债能力或债务重整协议有关或类似的程序、或出现针对客户的任何资产而进行或执行的法律程序, 而对客户采取法律诉讼或任何其他行动, 并于本行认为适当的任何时间及任何方式将所有客户已抵押的资产变现或出售以清偿该等有抵押债务。客户并无任何权利就此等变现或出售而引致的损失向本行索赔, 无论导致损失的原因为何。In the event that the customer fails to pay on demand of any secured obligation, or there is breach of any provision of these Terms and Conditions, or the customer is insolvent on due date or admits being insolvent, or the customer is being subject to bankruptcy, insolvency or debt consolidation or related procedures, or there is legal proceedings against any assets of the customer, the Bank may take legal action or any other action against the customer. The Bank may realize or redeem all the assets pledged by the customer in satisfaction of his/her secured obligation at any time and in any way as it thinks fit. The customer shall not have any rights to claim against the Bank in respect of losses arising from such sale/redemption regardless of the reason for incurring those losses.
17. 倘融资服务乃由多于一种抵押资产作抵押, 本行有权决定运用每种资产作抵押未偿还融资服务之次序。If the facility is secured by more than one type of collaterals, the Bank shall be entitled to determine the order in which each type of collaterals is applied to secure the outstanding amount under the facility.
18. 客户必须预先得到本行同意, 方可对抵押品进行交易指示(包括但不限于基金转换或赎回)。The Bank’s prior consent is necessary for the customers to place instructions in relation to the collateral (including but not limited to investment fund switching or redemption).
19. 本行保留可随时更改或终止融资服务及不时修订本条款及细则的权利。如有任何争议, 本行将保留最终决定权。The Bank reserves the right to vary or terminate the Facility at any time and to amend these Terms and Conditions from time to time. In case of any dispute, decision of the Bank shall be final and conclusive.
20. 并非本条款及细则任何一方的任何人士或实体, 将不会拥有于合约(第三者权利)条例(香港法例第623章)下强制执行本条款及细则任何部分的权利。Any person or entity that is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of Laws of Hong Kong) to enforce any part of these Terms and Conditions.
21. 如本条款及细则的中、英文版本有任何差异, 概以英文版本为准。Shall there be any discrepancy between the Chinese and the English versions of the above terms and conditions, the English version shall prevail.