ICBC 中国工商银行（亚洲）

靈活資產抵押貸款之條款及細則
TERMS & CONDITIONS FOR FLEXI ASSETS FINANCING

保險計劃
INSURANCE PLAN

1. 靈活資產抵押貸款–保險計劃（「融資服務」）只適用以中國工商銀行(亞洲)有限公司(「中國工商銀行（亞洲）」或「本行」)指定保險公司同意承保之認可保險計劃（「抵押品」）作為抵押的客戶申請，本行擁有絕對酌情權(包括但不限於因保險公司信貸評級有所調整)，訂明及不時更改可接納之抵押品或調整融資比例，包括增加或取消個別抵押品作抵押的資格，而毋須預先通知客戶。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. 本行可根據申請人所提供的資料及信貸狀況而決定是否接受有關融資服務申請，並保留所有就批核融資服務申請的最終決定權，而毋須向申請人提供任何理由。如有需要，本行有權要求申請人提供更多其他文件作進一步審閱用途。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. 本行可根據融資比例及抵押品價值而釐定信貸額，計算方法則由本行全權決定及不時作出修訂。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. 融資服務利率按申請人的信貸狀況、融資金額及貸款年期而釐訂，並在貸款授信函上確認。申請之最終審批、融資金額、年期、利率及其他適用條款將由本行作最終決定，本行毋須向申請人提供任何理由。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. 客戶需按時支付本行不時規定的利息及/或其他收費。本行保留可不定時修訂有關費用及其他適用條款之權利，並以本行認為合適的方式將此等修訂通知客戶，有關利息及/或費用將於指定戶口中直接扣取。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. 透支服務須每年進行信貸檢討及續期，本行有權調減信貸額或不再續期該透支服務。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. 倘融資服務為定期貸款: In the event that the facility is a Term Loan:

   a. **本行將於貸款提取日收取獲批貸款金額之0.5%作為貸款開立費用。**倘若保單於冷靜期內取消，已付的開立費用將獲退還。除上述情況外，已付之開立費用將不予退還。**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.** Set up fee will be refunded if the Policy is cancelled within the cooling off period. Except the aforesaid circumstance, the set up fee paid will not be refunded.

   b. 本行將於貸款提取日起按貸款利率計算利息費用，每期利息須於利息到期日支付（倘該日並非香港工作日，則為下一個工作日)。倘若於保單冷靜期內取消，借款人則毋須繳付該費用。Loan interest will be start to be calculated based on the interest rate of loan upon loan disbursement, interest shall be payable at the end of each interest period (if that is not a HK Business Day, the next Business Day). The interest expenses would not be charged if the Policy is cancelled within the cooling off period.

   c. **本行將於貸款提取日起計的一年內收取0.3%作為提前還款手續費（最低為港幣500元），借款人須就向本行作出的任何提前還款給予本行30天書面通知。**本行保留不時調整提前還款手續費的權利。倘若保單於冷靜期內取消，借款人則毋須繳付提前還款手續費。**The Bank will charge prepayment penalty at 0.3% of the prepayment amount within 1 year from the date of loan disbursement (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.

   d. **在不影響本行其他權利及補償下，若借款人未能依期清還到期利息或/及本金，則須繳交因逾期還款而產生的逾期利息，最少為協定貸款利率加3.5%，並按日計算至還款日為止。**本行保留不時調整逾期費用的權利。**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.

   e. 本行將收取港幣1,000元作為更改作押保單受益人之手續費用。The Bank will charge a handling fee of HK$1,000 for change of Beneficiary of the pledged policy.

8. **透支服務之相關費用已載於重要資料概要內。**重要資料概要可於本行網頁(www.icbcasia.com > e 工具)內瀏覽。**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. 倘客戶在償還其融資服務遇上還款困難，得儘早通知本行。而本行將安排向客戶提供債務重整服務（如適用）。Customers should notify the Bank as soon as possible of any difficulty in repaying or servicing during the term of facility. In doing so, the Bank would arrange debt restructuring services to customers (if applicable).

10. 客戶須準備收到短期通知，有可能被要求存入額外款項或抵押品（「額外要求」）以維持貸款有效性（包括但不限於因保險公司信貸評級有所調整）。任何額外要求，不論客戶是否（或在何時）收到通訊，本行在按客戶所提供的電話號碼向任何人士留下口訊後，或在向客戶為本行所知的電郵地址或傳真號碼發出電郵或傳真後即屬有效；本行可將已存入的額外款項借記於客戶在本行持有的任何帳戶。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.

11. 倘認可保險計劃以任何形式終止，融資帳戶中的所有欠款將從其退保價值中扣除。If the pledged Insurance Policy becomes forfeited in any manner, all outstanding under the facility shall be deducted from the surrender value of policy.

12. 倘發生任何違約事件(定義見本行綜合條款及條件：投資產品的條款第 9 條) (包括但不限於保險公司破產或違約)，或倘發生(根據本行的意見)可能損害本行有關客戶的融資帳戶的利益之任何情況，則不論本行曾否作出追加存款通知及不論履行追加存款通知的時限是否已屆滿，客戶須立即清償於融資帳戶中的所有欠款，而本行可在毋須預先通知客戶的情況下，由客戶於本行所持有的任何或所有帳戶轉撥任何金額(不論屬任何性質及不論金額是否到期)至客戶的融資帳戶；及拋售/贖回客戶融資服務的抵押品，並在扣除所有合理開支後，按本行決定的合理次序，用以清償客戶對本行所欠付的任何金額。本行有權取消任何未完成指示或終止與客戶之融資帳戶有關的任何合約，而無需負上法律責任。如本行根據保單收到的淨額不足以償還融資額度的未償還金額，本行將可能會向客戶追討有關差額。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.

13. 倘客戶未能按要求償付任何有抵押債務、或違反本條款的任何規定、或客戶於債務到期時沒有償還能力或承認沒有償還能力、或客戶正開展與破產、無償債能力或債務重整協議有關或類似的程式、或出現針對客戶的任何資產而進行或執行的法律程序，而對客戶採取法律訴訟或任何其他行動，並於本行認為適當的任何時間及任何方式將所有客戶已抵押的資產變現或出售以清償該等有抵押債務。客戶並無任何權利就此等變現或出售而引致的損失向本行索賠，無論導致損失的原因為何。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.

14. 如有任何借款人應付而未付的款項，本行可能在不另行通知的情況下，合併借款人於本行的所有或任何個人或聯名帳戶及借款人所有負債（不論是實際的或是或然的、主要的或是附屬的、未來的或是現有的、個別的或是共同的、已到期的或是未到期的）。為此，本行可按本行現匯價將任何一種貨幣轉換成另一種貨幣、將未來的負債以商業上合理的方式貼現至現值後變成到期應付，並合理估計或然的或是未量化的負債金額。這並非意圖設立抵押權益。If any sum is payable by the customer but unpaid, the Bank may, without prior notice, combine all or any of the customer's accounts anywhere with the Bank whether held singly or jointly with others and all the customer's liabilities (whether actual or contingent, primary or collateral, future or existing, alone or jointly with others, matured or not). For such purpose, the Bank may convert any currency into another currency at the Bank's spot rate, treat future liabilities as presently due after a discount by the Bank to present value in a commercially reasonable manner, and reasonably estimate the amounts of contingent or unquantified liabilities. This is not intended to create a security interest.

15. 本行有權聘請收賬代理收取授信項下借款人到期未繳之任何債項。借款人同意並確認：借款人已被提醒，借款人須承擔本行聘請收賬代理所招致的所有合理成本和開支。The Bank shall be entitled to employ debt collecting agents to collect any sum due but unpaid by the customer under the facilities. The customer agrees and acknowledges that the customer has been warned, that the customer shall indemnify the Bank against all reasonable costs and expenses which the Bank may reasonably incur in the employment of debt collecting agents.

16. 本行保留可隨時更改或終止融資服務及不時修訂本條款及細則的權利。如有任何爭議，本行將保留最終決定權。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.

17. 並非本條款及細則任何一方的任何人士或實體，將不會擁有於合約（第三者權利）條例（香港法例第 623 章）下強制執行本條款及細則任何部分的權利。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.

18. 如本條款及細則的中、英文版本有任何差異，概以英文版本為準。Shall there be any discrepancy between the Chinese and the English versions of the above terms and conditions, the English version shall prevail.

ICBC 中国工商银行（亚洲）

定期存款、存款證、結構性存款、基金及股票 (個人客戶專用)
TIME DEPOSIT, CERTIFICATE OF DEPOSIT, STRUCTURE DEPOSIT, INVESTMENT FUND AND SHARE (For Personal Customer)

1. 靈活資產抵押貸款(「融資服務」)只適用以中國工商銀行(亞洲)有限公司(「中國工商銀行(亞洲)」或「本行」)認可資產(「抵押品」)作為抵押的客戶申請，本行擁有絕對酌情權訂明及不時更改可接納之抵押品或調整融資比例，包括增加或取消個別抵押品作抵押的資格，而毋須預先通知客戶。The Flexi Assets Financing ("facility") is only applicable to those applications which are secured by pledging acceptable assets ("collateral") approved by Industrial and Commercial Bank of China (Asia) Limited (the "Bank" or "ICBC (Asia)"). ICBC (Asia) shall have absolutediscretion 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. 融資服務將會以透支形式供客戶之往來帳戶使用。The facility will be made available by overdrawing the Current Account.

3. 透支額度上限是指經批核融資額限額或抵押品總和分別乘以其所適用之融資比例後所得之總值(以較低者為準)。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. 本行可根據融資比例及抵押品價值而釐定信貸額，計算方法則由本行全權決定及不時作出修訂。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. 融資服務利率按申請人的信貸狀況、融資金額及貸款年期而釐訂，並在貸款授信函上確認。申請之最終審批、融資金額、年期、利率及其他適用條款將由本行作最終決定，本行毋須向申請人提供任何理由。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. 客戶需按時支付本行不時規定的利息及/或其他收費。本行保留可不定時修訂有關費用及其他適用條款之權利，並以本行認為合適的方式將此等修訂通知客戶，有關利息及/或費用將於融資戶口中直接扣取。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. 利息將按實際用款日數，並按一年365天（包括閏年）為基礎計算。有關利息將於每個月的最後一天收取。Interest will be calculated on the basis of actual number of days elapsed and 365-day year (including leap years). The interest will be debited from the account at every month end.

8. **透支服務須每年進行信貸檢討及續期，本行有權調減信貸額或不再續期該透支服務。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.**

9. 透支服務之相關費用已載於產品資料概要內。產品資料概要可於本行網頁(www.icbcasia.com > e工具)內瀏覽。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).

10. 倘信貸額幣值與抵押品幣值不相同，便會出現匯率風險，它將可能影響融資服務及抵押品的價值；抵押品的貨幣需被兌換成因融資服務而結欠的貨幣單位，而兌換率則可能需要按本行當時的即時銀行買入匯率(本行持最終決定權)釐訂，才能償還貸款結欠。Exchange rate exposure arises when the facility currency differs from the collaterals currency which may affect the facility and collateral value. The currency of the collateral shall be converted into the currency of the outstanding amount(s) under the facility at the Bank's prevailing spot buying rate (which is conclusively determined by the Bank at its sole and absolute discretion) before Customers settle any outstanding loan amount(s).

11. 融資利率並非固定（即是會不時變動的浮息），而且中國工商銀行(亞洲)亦有權根據融資合約不時調整融資利率。融資利率上升會增加客戶的利息成本，客戶可能需承受重大利率風險。若融資利率大幅上升，可能導致客戶未能如數還款而因此違約。Customers may be exposed to significant interest rate risk as the interest rate of the facility is not fixed (i.e. floating rate subject to changes from time to time). ICBC (Asia) has discretion to adjust the interest rate of the facility from time to time. Any increase in interest rates applicable to the facility will increase the interest cost of servicing the loan facility. Customers may not be able to make repayment(s) and may hence default when there is a substantial increase in the interest rate.

12. 結構性存款及存款證並不等於定期存款，並非受保障存款，不受香港的存款保障計劃所保障。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.

13. 客戶須有足以承受槓杆投資產品之風險及潛在虧損的能力。以槓杆形式進行投資，較少的價格變動會對借款人有關收益或損失有倍增效應，亦會大幅提升借款人所面對的投資風險。因此，槓杆投資的損失風險可能相當重大。Customers 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 borrower's corresponding gains or losses, and the degree of investment risk borrower face is greatly increased. Thus, the risk of loss in leveraged trading can be substantial.

14. 倘客戶在償還其融資服務遇上還款困難，得儘早通知本行。而本行將安排向客戶提供債務重整服務 (如適用)。Customers should notify the Bank as soon as possible of any difficulty in repaying or servicing during the term of facility. In doing so, the Bank would arrange debt restructuring services to customers (if applicable).

15. 客戶須準備收到短期通知，有可能被要求存入額外款項或抵押品(「額外要求」)以維持貸款有效性。任何額外要求，不論客戶是否(或在何時) 收到通訊，本行在按客戶所提供的電話號碼向任何人士留下口訊後，或在向客戶為本行所知的電郵地址或傳真號碼發出電郵或傳真後即屬有效；本行可將已存入的額外款項借記於客戶在本行持有的任何帳戶。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.

16. 倘發生任何違約事件(定義見本行綜合條款及條件：投資產品的條款第9條)，或倘發生(根據本行的意見)可能損害本行有關客戶的融資帳戶的利益之任何情況，則不論本行曾否作出追加存款通知及不論履行追加存款通知的時限是否已屆滿，客戶須立即清償於融資帳戶中的所有欠款，而本行可在毋須預先通知客戶的情況下，由客戶於本行所持有的任何或所有帳戶轉撥任何金額(不論屬任何性質及不論金額是否到期)至客戶的融資帳戶；及拋售/贖回客戶融資服務的抵押品，並在扣除所有合理開支後，按本行決定的合理次序，用以清償客戶對本行所欠付的任何金額。本行有權取消任何未完成指示或終止與客戶之融資帳戶有關的任何合約，而無需負上法律責任。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.

17. 倘客戶未能按要求償付任何有抵押債務、或違反本條款的任何規定、或客戶於債務到期時沒有償還能力或承認沒有償還能力、或客戶正開展與破產、無償債能力或債務重整協議有關或類似的程序、或出現針對客戶的任何資產而進行或執行的法律程序，而對客戶採取法律訴訟或任何其他行動，並於本行認為適當的任何時間及任何方式將所有客戶已抵押的資產變現或出售以清償該等有抵押債務。客戶並無任何權利就此等變現或出售而引致的損失向本行索賠，無論導致損失的原因為何。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.

18. 倘融資服務乃由多於一種抵押資產作抵押，本行有權決定運用每種資產作抵押未償還融資服務之次序。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.

19. 客戶必須預先得到本行同意，方可對抵押品進行交易指示(包括但不限於基金轉換或贖回)。The Bank's prior consent is necessary for the customers to place instructions in relation to the collateral (including but not limited to investment funds switching or redemption).

20. 本行保留可隨時更改或終止融資服務及不時修訂本條款及細則的權利。如有任何爭議，本行將保留最終決定權。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.

21. 並非本條款及細則任何一方的任何人士或實體，將不會擁有於合約（第三者權利）條例（香港法例第 623 章）下強制執行本條款及細則任何部分的權利。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.

22. 如本條款及細則的中、英文版本有任何差異，概以英文版本為準。Shall there be any discrepancy between the Chinese and the English versions of the above terms and conditions, the English version shall prevail.

ICBC 中国工商银行（亚洲）

定期存款、存款證、基金及股票 (空殼公司客戶專用)

TIME DEPOSIT, CERTIFICATE OF DEPOSIT, INVESTMENT FUND AND SHARE (For Shell Company)

1. 靈活資產抵押貸款(「融資服務」)只適用以中國工商銀行(亞洲)有限公司(「中國工商銀行(亞洲)」或「本行」)認可資產(「抵押品」)作為抵押的客戶申請，本行擁有絕對酌情權訂明及不時更改可接納之抵押品或調整融資比例，包括增加或取消個別抵押品作抵押的資格，而毋須預先通知客戶。The Flexi Assets Financing ("facility") is only applicable to those applications which are secured by pledging acceptable assets ("collateral") approved by Industrial and Commercial Bank of China (Asia) Limited (the "Bank" or "ICBC (Asia)"). 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. 融資服務將會以透支形式供客戶之往來帳戶使用。The facility will be made available by overdrawing the Current Account.

3. 透支額度上限是指經批核融資額限額或抵押品總和分別乘以其所適用之融資比例後所得之總值（以較低者為準）。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. 本行可根據融資比例及抵押品價值而釐定信貸額，計算方法則由本行全權決定及不時作出修訂。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. 融資服務利率按申請公司的信貸狀況、融資金額及貸款年期而釐訂，並在貸款授信函上確認。申請之最終審批、融資金額、年期、利率及其他適用條款將由本行作最終決定，本行毋須向申請公司提供任何理由。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. 客戶需按時支付本行不時規定的利息及/或其他收費。本行保留可不定時修訂有關費用及其他適用條款之權利，並以本行認為合適的方式將此等修訂通知客戶，有關利息及/或費用將於融資戶口中直接扣取。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. 利息將按實際用款日數，並按一年365天（包括閏年）為基礎計算。有關利息將於每個月的最後一天收取。Interest will be calculated on the basis of actual number of days elapsed and 365-day year (including leap years). The interest will be debited from the account at every month end.

8. **透支服務須每年進行信貸檢討及續期，本行有權調減信貸額或不再續期該透支服務。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.**

9. 透支服務之相關費用已載於產品資料概要內。產品資料概要可於本行網頁(www.icbcasia.com > e工具)內瀏覽。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).

10. 倘信貸額幣值與抵押品幣值不相同，便會出現匯率風險，它將可能影響融資服務及抵押品的價值；抵押品的貨幣需被兌換成因融資服務而結欠的貨幣單位，而兌換率則可能需要按本行當時的即時銀行買入匯率(本行持最終決定權)釐訂，才能償還貸款結欠。Exchange rate exposure arises when the facility currency differs from the collaterals currency which may affect the facility and collateral value. The currency of the collateral shall be converted into the currency of the outstanding amount(s) under the facility at the Bank's prevailing spot buying rate (which is conclusively determined by the Bank at its sole and absolute discretion) before Customers settle any outstanding loan amount(s).

11. 融資利率並非固定（即是會不時變動的浮息），而且中國工商銀行(亞洲)亦有權根據融資合約不時調整融資利率。融資利率上升會增加客戶的利息成本，客戶可能需承受重大利率風險。若融資利率大幅上升，可能導致客戶未能如數還款而因此違約。Customers may be exposed to significant interest rate risk as the interest rate of the facility is not fixed (i.e. floating rate subject to changes from time to time). ICBC (Asia) has discretion to adjust the interest rate of the facility from time to time. Any increase in interest rates applicable to the facility will increase the interest cost of servicing the loan facility. Customers may not be able to make repayment(s) and may hence default when there is a substantial increase in the interest rate.

12. 存款證並不等於定期存款，並非受保障存款，不受香港的存款保障計劃所保障。Certificate of Deposit is not the same as Time Deposit, it is NOT protected deposit and is NOT protected by the Deposit Protection Scheme in Hong Kong.

13. 客戶須有足以承受槓杆投資產品之風險及潛在虧損的能力。以槓杆形式進行投資，較少的價格變動會對借款人有關收益或損失有倍增效應，亦會大幅提升借款人所面對的投資風險。因此，槓杆投資的損失風險可能相當重大。Customers 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 borrower's corresponding gains or losses, and the degree of investment risk borrower face is greatly increased. Thus, the risk of loss in leveraged trading can be substantial.

14. 倘客戶在償還其融資服務遇上還款困難，得儘早通知本行。而本行將安排向客戶提供債務重整服務（如適用）。Customers should notify the Bank as soon as possible of any difficulty in repaying or servicing during the term of facility. In doing so, the Bank would arrange debt restructuring services to customers (if applicable).

15. 客戶須準備收到短期通知，有可能被要求存入額外款項或抵押品(「額外要求」)以維持貸款有效性。任何額外要求，不論客戶是否(或在何時) 收到通訊，本行在按客戶所提供的電話號碼向任何人士留下口訊後，或在向客戶為本行所知的電郵地址或傳真號碼發出電郵或傳真後即屬有效；本行可將已存入的額外款項借記於客戶在本行持有的任何帳戶。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.

16. 倘發生任何違約事件(定義見本行綜合條款及條件：投資產品的條款第9條)，或倘發生(根據本行的意見)可能損害本行有關客戶的融資帳戶的利益之任何情況，則不論本行曾否作出追加存款通知及不論履行追加存款通知的時限是否已屆滿，客戶須立即清償於融資帳戶中的所有欠款，而本行可在毋須預先通知客戶的情況下，由客戶於本行所持有的任何或所有帳戶轉撥任何金額(不論屬任何性質及不論金額是否到期)至客戶的融資帳戶；及拋售/贖回客戶融資服務的抵押品，並在扣除所有合理開支後，按本行決定的合理次序，用以清償客戶對本行所欠付的任何金額。本行有權取消任何未完成指示或終止與客戶之融資帳戶有關的任何合約，而無需負上法律責任。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 ell/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.

17. 倘客戶未能按要求償付任何有抵押債務、或違反本條款的任何規定、或客戶於債務到期時沒有償還能力或承認沒有償還能力、或客戶正開展與破產、無償債能力或債務重整協議有關或類似的程序、或出現針對客戶的任何資產而進行或執行的法律程序，而對客戶採取法律訴訟或任何其他行動，並於本行認為適當的任何時間及任何方式將所有客戶已抵押的資產變現或出售以清償該等有抵押債務。客戶並無任何權利就此等變現或出售而引致的損失向本行索賠，無論導致損失的原因為何。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.

18. 融資服務乃由多於一種抵押資產作抵押，本行有權決定運用每種資產作抵押未償還融資服務之次序。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.

19. 客戶必須預先得到本行同意，方可對抵押品進行交易指示(包括但不限於基金轉換或贖回)。The Bank's prior consent is necessary for the customers to place instructions in relation to the collateral (including but not limited to investment funds switching or redemption).

20. 本行隨時更改或終止融資服務及不時修訂本條款及細則的權利。如有任何爭議，本行將保留最終決定權。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.

21. 並非本條款及細則任何一方的任何人士或實體，將不會擁有於合約（第三者權利）條例（香港法例第 623 章）下強制執行本條款及細則任何部分的權利。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.

22. 如本條款及細則的中、英文版本有任何差異，概以英文版本為準。Shall there be any discrepancy between the Chinese and the English versions of the above terms and conditions, the English version shall prevail.