

百分百擔保特惠貸款申請表格 Special 100% Loan Guarantee ("100% SFGS") Application Form

SFGS

申請資格 APPLICATION REQUIREMENTS

- 申請企業須在2022年1月1日前已在香港註冊並於2022年3月31日前已營運最少3個月 Business registration on or before 1 January 2022 and operation of the Borrower in Hong Kong for at least 3 months as at 31 March 2022
- 申請企業之營業地址是在香港境內
- Borrower's business address is in Hong Kong
- 申請企業並非經營貸款人業務或以其他方式提供借貸的資金
- The Borrower is not carrying on the business of a lender or otherwise providing funds available for borrowing in any way
- 申請企業不是中信銀行(國際)有限公司(「本行」)的關聯機構
- The Borrower is not an affiliate of China CITIC Bank International Limited ("the Bank")
- 申請企業不是有任何股份在香港聯合交易所有限公司(無論是在其主板還是創業板)或在香港境內或境外任何類似交易所上市的公司或機構
 The Borrower is not a company or corporation which has any of its shares listed on The Stock Exchange of Hong Kong Limited (whether on its Main Board or the Growth Enterprise Market) or any similar exchange in or outside Hong Kong
- 申請企業自2020年2月起(「受影響期」)之任何月份之營業額與2019年1月至2022年3月(「参考期」)間任何一個季度(即1月至3月、4月至6月、7月至9月或10月至12月)之每月平均營業額比較(「受影響期」不能早於「參考期」),已最少下跌30%

The Borrower's sales turnover has declined at least 30% in any month since February 2020 ("Affected Period") compared with the monthly average of any quarter from January 2019 to March 2022 ("Reference Period") (i.e. Jan - Mar, Apr - Jun, Jul - Sep or Oct - Dec), provided that the Affected Period must not be earlier than the Reference Period

- 在提交此申請表時,申請企業並無任何達60日以上的未償還欠款个
 - The Borrower does not have any Outstanding Default' of more than 60 days as at the date of submission of this Application Form
- 借款人並非破產或倒閉,亦無清盤或破產呈請或程序在進行中
- The Borrower must not be an undischarged bankrupt or dissolved, nor subject to any winding up or bankruptcy petition or proceedings
- 須提供個人擔保。擔保人(等)必須是直接或間接地擁有或受益超過借款人已發出股本或實際權益50%的個人
- Personal Guarantees are required from individual(s) who, directly or indirectly, hold(s) or is/are beneficially entitled to more than 50% of the issued share capital or equity interest of the Borrower
- 任何個人擔保人並非破產,亦無破產呈請或程序在進行中 Any personal guarantors must not be an undischarged bankrupt nor subject to any bankruptcy petition or proceedings

所需文件 DOCUMENTS REQUIRED				
	申請企業之有效商業登記證			
	Valid Business Registration Certificate of the Borrower			
	申請企業之獨資經營人/合夥人/董事/擔保人的香港身份證/護照 HKID Card / Passport of the sole proprietor / partners / director(s) / guarantor(s) of the Borrower			
	提供外國賬戶稅務合規法案/共同申報準則證明書(公司/機構),只適用於申請企業為合夥經營/有限公司 Completion of FATCA & CRS Self Certification Form (Entity), applicable if the Borrower is a Partnership/Limited Company			
	有關企業於2022年1月1日前已在香港註冊並於2022年3月31日前已營運最少3個月的相關文件(例如:證明申請企業於2022年1月1日之前已有營運之銀行月結單,如為新註冊商業機構,請提供2022年1月至3月之銀行月結單)			
	Proof of business registration on or before 1 January 2022 and operation in Hong Kong for at least 3 months as at 31 March 2022 (e.g. bank statements of the Borrower showing activities before 1 January 2022, or for newly registered business, from January to March 2022)			
	申請企業之營運證明(請提供以下3項之其中1項:於此申請前3個月內的任何2個月發出之(i)主要往來銀行結單;(ii)商用物業的公用事業繳費單或租金紀錄;或(iii)強積金或僱員薪金支付紀錄)			
	Proofs of the business is still running and operational (any one of (i) Bank statements of major operating bank account(s); (ii) Public utility bills or rental payment records of the Borrower's business premises, or (iii) MPF or payroll payment records for any 2 months issued within 3 months prior to the submission of this application)			
	有關在「受影響期」內的單月營業額較「參考期」中任何一個季度的平均每月營業額下跌30%或以上(「受影響期」不能早於「參考期」)的相關文件(例如:申請企業在「受影響期」內的任何月份和「參考期」中任何一個季度(即1月至3月、4月至6月、7月至9月或10月至12月)的主要往來銀行結單。如有關銀行結單未能反映申請企業之營業額,申請企業須提供其他證明文件如(未合併)經審核財務報表或由獨資經營人/其中一名合夥人/其中一名董事(如適用)認證的管理會計賬(只適用於營運少於18個月的獨資經營或合夥經營或有限公司))			
	Proof of at least a 30% decline in sales turnover in any month in the Affected Period compared with the monthly average of any quarter in the Reference Period (provided that the Affected Period must not be earlier than the Reference Period) (e.g. major bank statements in any month in the Affected Period and in any quarter in the Reference Period, i.e. Jan – Mar, Apr – Jun, Jul – Sep or Oct – Dec. If the bank statements cannot reveal the Borrower's sales turnover, the Borrower is required to provide other supporting documents such as (unconsolidated) audited financial statements or management accounts certified by the sole proprietor, a partner or a director (as the case may be) of the Borrower (applicable to sole proprietor or partnership or limited companies with operating history of less than 18 months only))			
	有關企業的僱員薪金(例如:在遞交此申請表前6個月內的任何2個月發出之強積金或公積金供款結單及記錄相關薪金支出的銀行結單;或其他 証明文件)			
	Proof of employee payroll (e.g. Statements of the employer's contribution to MPF or Occupational Retirement Scheme and bank statements showing the payroll records of the Borrower for any 2 months issued within 6 months prior to the submission of this Application Form or other documentary evidence)			
	有關租金的相關文件(請提供以下3項之其中2項:(i)能証明借款人為租客及已繳付印花税的有效租約副本;(ii)2個月租金收據;(iii)2個月付款記錄(例如包括相關交易的銀行結單或銀行付款通知書),有關租金收據及付款記錄須為遞交此申請表前6個月內發出。如屬自置物業,請提供在遞交此申請表前6個月內的任何1個月內發出的徵收差餉及/或地租通知書)			
	Proof of enterprise's rental payment record (any two of (i) Copy of the prevailing stamped tenancy agreement with the Borrower as tenant; (ii) 2 months rental receipt; (iii) 2 months payment records (such as bank statements with transaction proof or bank pay-in slips). Such rental receipts and payment records shall be issued within the last 6 months prior to the submission of this Application Form. In case of self-owned business premises, please			
	provide the demand note for rates and Government rent issued in any month within the last 6 months prior to the submission of this Application Form)			
	如企業證明沒有聘請僱員,亦沒有租用辦公室,可改以「參考期」內稅前最高單月淨收入的一半計算 If proved an enterprise does not have either employee(s) or rented office(s), the calculation can be replaced by half of the highest monthly net income before tax in the Reference Period			

^未償還欠款是指未按照相關授信償還貸款、利息或其他款項或其任何部份,而債務在相關到期還款或支付日後已拖欠多於60天而仍未被償還或支付, 且(i)由任何信貸資料提供者向本行提供的最新報告所證明;或(ii)涉及有關本行授予的任何授信,並附上本行紀錄及其他外部財資核查(如適用)。

Outstanding Default means a failure to repay or pay a loan, interest or other payment, or any part thereof, in accordance with the relevant facility, whereby the indebtedness remains outstanding for more than 60 days after the relevant repayment or payment date, (i) as evidenced by the latest report issued by any credit information provider made available to the Bank; or (ii) in respect of any facility granted by the Bank with reference to the Bank's records, external credit information search (as appropriate).

*請注意本申請表及任何呈交之文件將不獲退還。本行可能需要貸款人提供額外文件以供本行內部批核。

Please note that this Application Form and any document submitted will not be returned. Additional documents may be required for our internal approval process.

A. 貸款資料詳情 Particulars of Loan Facility					
申請貸款金額 Loan Amount Applied: 港幣 HK\$					
 每一企業之最高貸款金額為27個月僱員薪金及租金之總和,或9百萬港元[#],以較低者為準。 The Maximum Facility Amount per enterprise is the lower of (a) the total amount of wages and rents for 27 months; and (b) HK\$9 million[#]. 如企業沒有僱員薪金及租金支出,則以「參考期」內稅前最高月份淨收入金額之50%乘27倍作為代替。 For enterprises without wages and rent, proxy is made to 50% of the highest monthly net income before tax during the Reference Period multiplied by 27. # 根據香港按證保險有限公司不時之最新公佈 Subject to as specified and announced by HKMCI from time to time 					
信貸類別 Type of Facility – 有期貸款 Term Loan					
貸款期 Loan Tenor					
延長償付期 Extended Period ⁺					
□ 否 No					
□ 是 Yes 共 total個月 months					
貸款利率 Interest Rate: HKMC Prime Rate – 2.5%p.a. 本金延期償付期 Principal Moratorium period^					
□ 否 No □ 是 Yes 本人/本公司現向貴行申請本金延期償付期,共□ 3 □ 6 □ 9 □ 12個月,本人/本公司知悉,如貴行接受申請,在本金延期償付期內累計利息仍須每月支付,貸款期不會作任何更改,本金將於在本金延期償還付期結束後的餘下的貸款期內連同利息償還每月支付。					
I/We apply for the principal moratorium period of \square 3 \square 6 \square 9 \square 12 months. I/We understand that if such application is accepted by the Bank, interest accrued shall continue to be paid by monthly instalments during principal moratorium period. The loan tenor remains unchanged, and the deferred principal repayment will be made by monthly instalments (together with interest) during the remaining loan tenor after the end of the principal moratorium period.					
+延長償付期指有關貸款合計已批准的本金延期償付期^。 Extended Period is the sum of the aggregate Principal Moratorium period^ approved for a Facility.					
^最多12個月或根據香港按證保險有限公司不時之最新公佈 Maximum 12 months or subject to as specified and announced by HKMCI from time to time.					
貸款使用 Use of Proceeds • 貸款之款項不得全部或部份被使用於支付、償還、重組或重新包裝申請企業、申請企業的附屬公司或申請企業的相關實體欠本行的所有或任何貸款、信貸授信或付款義務的任何部份,包括所有或任何由本行貸出予申請企業的中小企融資擔保計劃的擔保貸款。 Loan proceeds must not be used, whether in whole or in part, for paying, repaying, restructuring or repackaging all or any part of any loan, credit facility or payment obligation of the Borrower, its Subsidiaries or its Related Entities to the Bank, including any SFGS guaranteed facilities granted to the Borrower by the Bank. • 貸款款項將存入還款戶口,或如還款戶口是透支戶口或存在透支,貸款款項將存入其他港元戶口。 Loan proceeds will be credited to repayment account or other HKD account if repayment account is an overdraft account or is overdrawn.					
Loan proceeds will be credited to repayment account or other HKD account if repayment account is an overdraft account or is overdrawn.					

B. 業務資料 Business Information						
公司名稱(英文) Name of the Company (English)			證明文件 Identity Document			
			□ 商業登記	業登記證 Business Registration Certificate		
			號碼 Number			
公司名稱(中文) Name of the Company (Ch	inese)		□公司註冊記	登 Certificate of Incorporation		
營業地址 Business Address				號碼 Number		
				□ 其他 Others		
			 聯絡資料 Contact Information			
			│ │ 聯絡人 Conta	ict Person		
通訊地址(如與上述不同) Correspondence	Address (If different	from the above)	1			
開業年期 Business History:						
僱員人數 No. of Staff:(全	ː職 Full Time)	(兼耶	戭 Part Time)			
商業機構類別 Type of Business Entities	業務性質 Busir	ess Nature				
□ 獨資經營 Sole-Proprietorship	□ 會計 Accou	nting 🗌 出入	口貿易 Import	& Export □ 製造商 Manufact	urer □ 批發 Wholesale	
□ 合夥 Partnership	□ 零售 Retail:	Sales □ 運輸	Transportation 🗌 電子科技 IT Services 🔲 餐飲服務 Catering Services			
□ 有限公司 Limited Company □ 旅遊 Tourism □ 其他(請			注明) Others (Please specify)			
須提供個人擔保。擔保	C. 擔保人/業務 引人(等)必須是直接	S擁有人資料 Pa B或間接地擁有	irticulars of G 或受益超過借	uarantor / Owner :款人已發出股本或實際權益:	50%的個人。	
須提供個人擔保。擔保 Personal Guarantees are required fr	rom individual(s) the issued sh	who, directly or are capital or ec	indirectly, ho	ld(s) or is/are beneficially ent of the Borrower.	titled to more than 50% of	
* □ 獨資經營	人 Sole Proprietor/	*□獨資經營人S	ole Proprietor/	* □ 獨資經營人 Sole Proprietor/	*□獨資經營人Sole Proprietor/	
│ □ 董事 Dire	ector/	□董事Director	·/	□ 合夥人 Partner/ □ 董事 Director/	□ 董事 Director/	
│ □ 股東Sha │ □ 擔保人G	reholder**/ iuarantor	□ 股東 Shareho□ 擔保人 Guara		□ 股東 Shareholder**/ □ 擔保人 Guarantor	□ 股東 Shareholder**/ □ 擔保人 Guarantor	
姓名(股權百分比) Name (Shareholding%)	(%)		(%)	(%)	(%)	
香港身份證/護照號碼: HKID Card /Passport No.:						
出生日期(日/月/年) Date of Birth (DD/MM/YY)						
經營者相關經驗 Owner's relevant experience	年/Year		年/Year	年/Year	年/Year	
「手提電話號碼 Mobile Phone No.						
公司電話號碼 Office Tel. No.						
* 請在適當方格內加上「✓」號 Please tick in the appropriate box ** 請提供身份證或護照副本 Please provide Copy of HKID Card / Passport						
	ie Copy of HKID Card	I / Passport				

D. 外國脹戶税務合規法案 / 共同申報準則證明書 FATCA and CRS Self Certification (只適用於獨資經營 Only Applicable if the Borrower is a Sole-proprietorship)

	第1部分:美國公民 / 美國居民税務居住地 Part 1: Tax Residence for US Citizenship / US Residence
	本人證明本人是美國公民/美國居民(例如:外國人登錄證持有人(即美國綠卡持有人)或通過「逗留美國實際天數測試」人士)。 I certify that I am a U.S. Citizen / U.S. Resident (e.g. Alien Registration Card Holder (i.e. Green Card Holder) or meets substantial presence test).
	□是 Yes □ 否 No
	如上述問題答案為「是」 [,] 請提供閣下的納税人識別號碼。 If you tick "Yes" to the above question, please provide your Taxpayer Identification Number (TIN).
	納税人識別號碼 Taxpayer Identification Number
	以下聲明僅適用於美國公民或其他美國人士 (即為閣下在上述問題中選擇 "是" 的情況): The following certification is applicable only if you are a U.S citizen or other U.S. person (i.e. you have ticked "Yes" in the above question):
	在願受作假證供的懲處下,本人聲明: Under penalty of perjury, I certify that:
	1. 此證明書所示的號碼是本人正確的納税人識別號碼; The number shown on this certification is my correct taxpayer identification number;
	2. 除非下文另有指明,本人不需要繳納後備預扣税,因為(a)本人獲豁免不需繳納後備預扣税,或(b)本人未有收到國稅局通知指因本人未能報告所有利息或股息而需繳交後備預扣稅,或(c)國稅局告知本人不再需要繳交後備預扣稅;
	Unless otherwise indicated below, I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding;
	(如適用 [,] 請在方格內填上"✓"號 Please tick if applicable)
	本人因為任何原因需要繳納後備預扣税,包括(但不限於)本人已獲國税局通知本人目前未能在税務申報表中申報所有利息或股息。 I am subject to backup withholding for whatever reason(s) including that I have been notified by the IRS that I have failed to report all interest and dividends on my tax return.
	3. 本人是美國公民 [,] 或其他美國人士;及 I am a U.S. citizen or other U.S. person; and
	4. 此證明書中所填寫的,表明本人免於外國賬戶税務合規法案(FATCA)報告的外國賬戶税務合規法案(FATCA)代碼是正確的。 The FATCA code(s) entered on this certification (if any) indicating that I am exempt from FATCA reporting is correct.
	如閣下為美國人士,閣下須同意以上聲明。美國國稅局並不要求閣下同意其他與避免後備預扣稅無關的條文。
	For a U.S. person, you are required to provide the certifications contained herein. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholdings.
	第2部分:美國以外國家稅務居住地 Part 2: Tax Residence for the Country(ies) other than US
2)	請填寫以下部分,包括(i)賬戶持有人的税務居民身份及(ii)賬戶持有人於所顯示國家之納税人識別號碼。 如果賬戶持有人是多於五個國家/地區税務居民,請提供另一張證明書。
	店は、前庭は方一族語明音。 Please complete a table in the following section indicating (i) where the Account Holder is a resident for tax purposes and (ii) the Account Holder's Taxpayer Identification Number or its functional equivalent ("TIN") for each country / jurisdiction indicated. If the Account Holder is tax resident in more than five countries / jurisdictions, please provide a further certification.

	税務居住地國家/地區^ Country / Jurisdiction of Tax Residence^	納税人識別號碼 TIN	如沒有納稅人識別號碼,請提出原因A或B* If no TIN available, enter Reason A or B*
1.			
2.			
3.			
4.			
5.			

、在此提供的資料將不會取代先前向銀行所提供的,所有先前提供的稅務居住地的資料(如有)將會繼續保留。

The information provided here would not supersede all previous ones. All previous tax residence information provided (as the case may be) should remain unchanged.

* 如沒有納稅人識別號碼,請提供相應的原因A或B如下:

If a TIN is unavailable, please provide the appropriate reason A or B as indicated below:

- 原因A: 賬戶持有人(税務居民)居住地國家/地區沒有給賬戶持有人發出納税人識別號碼
- Reason A: The country/ jurisdiction where the Account Holder is resident for tax purpose but does not issue TINs to the Account Holder
- 原因B: 不需要納税人識別號碼(注意: 選擇這原因是稅務居住地國家/地區不需要披露納稅人識別號碼)
- Reason B: No TIN is required (Note: Only select this reason if the authorities of the country/ jurisdiction of tax residence entered above do not require the TIN to be disclosed)

在此證明書第2部分所提供的聲明中所收集、保留和使用的資料是根據稅務條例第50C條(3)的要求用作於自動交換財務賬戶資料。

The above certification provided in Part 2 is specifically required with respect to the collection, retention and use of the above data as necessarily required in section 50C(3) of the Inland Revenue Ordinance for a reportable account and a non-reportable account for the purpose of automatic exchange of financial account information.

本人確認及同意,(i)在此證明書中第2部分所收集的資料會被金融機構保留用作自動交換財務賬戶資料,及(ii)有關資料、賬戶持有人資料及任何須申報賬戶均有可能被金融機構向香港特別行政區税務局申報並且根據相關主管當局協議向賬戶持有人的税務居住地的税務機關交換有關財務賬戶資料。

I acknowledge and agree that (i) the information contained in Part 2 on this certificartion is collected and may be kept by the financial institution for the purpose of automatic exchange of financial account information, and (ii) such information and information regarding the Account Holder and any reportable account(s) may be reported by the financial institution to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region of the People's Republic of China in which the account(s) is/are maintained and exchanged with tax authorities of another jurisdiction or jurisdictions in which the Account Holder may be resident for tax purposes pursuant to the competent authority agreements to exchange financial account information.

在此證明書第2部分所提供的資料,本人亦確認知道,如果任何人作出誤導、虛假、不正確、明知故犯或胡亂的聲明,是屬於根據税務條例所訂的罪行。〔如果有犯上該罪行,一經定罪會被判罰第三級罰款(即港幣10,000元)。〕 For the information provided in Part 2 of this certification, I also acknowledge that it is an offence under the Inland Revenue Ordinance if any person, in making a

For the information provided in Part 2 of this certification, I also acknowledge that it is an offence under the Inland Revenue Ordinance if any person, in making a self-certification, makes a statement that is misleading, false or incorrect in a material particular knowingly or in a reckless manner. [A person who commits the offence is liable on conviction to a fine at level 3 (i.e. HKD10,000).]

E. 與銀行有關人士關係 Relationship with the relevant person(s) of the Bank				
閣下是否中信銀行(國際)有限公司(包括其分行、其附屬公司及其聯屬公司)的董事、控權人、小股東控權人或僱員之親屬(有關「親屬」的定義,見香港法例第1555章 《銀行業(風險承擔限度)規則》第85條第(4)款)? Are you a relative(s) (as defined under Rule 85(4) of the Banking (Exposure Limits) Rules (Cap. 155S of the Laws of Hong Kong) of any director, controllers, minority shareholder controllers or employee of China CITIC Bank International Limited (including its branches, subsidiaries and affiliates)?				
□ 是。(請填寫以下資料。)Yes. (Please complete the following information.) 該有關人士之英文姓名 English name of the relevant person(s) 關係 Relationship				
────────────────────────────────────				
F. 選擇拒絕在直接促銷中使用個人資料之申請 Request for Opt-out from Use of Personal Data in Direct Marketing (只適用於獨資經營或合夥經營 Only Applicable if the Borrower is a Sole-proprietorship or Partnership)				
本人確認已收到並明白銀行的「關於《個人資料(私隱)條例》及《個人信貸資料實務守則》致客戶及其他個別人士的通知」。 I acknowledge that I have received and understood the Bank's "Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data".				
請在下列適當的方格內加上剔號 ("") Please check (" ") the box(es) below where applicable				
本人不希望銀行在經以下渠道作直接促銷中使用本人的個人資料: I do not wish the Bank to use my personal data in direct marketing via the following channel(s):				
□ 書信郵件 Post □ 電子郵件 E-mail □ 電話 Telephone □ 手機訊息 Mobile Message				
 (若客戶不希望銀行將其個人資料提供予其他人士,以供該等人士(不論該等人士是否集團任何其他成員和/或它們各自的任何分行或辦事處)在直接促銷中 使用,不論以獲得或沒有獲得金錢或其他財產的回報,請在下列方格內加上剔號 (" 🗹")。				
(Please check (" 🗹 ") the box if Customer does not wish the Bank to provide his/her personal data to any other persons (whether or not any other member of the Group and/or any of their respective branches or offices) for their use in direct marketing whether or NOT for gain.)				
本人明白銀行可能將本人的個人資料提供予任何其他人士,以供該等人士(不論該等人士是否集團任何其他成員和/或它們各自的任何分行或辦事處)在直接促銷中使用,不論以獲得或沒有獲得金錢或其他財產的回報。本人不希望銀行將本人的個人資料提供予任何其他人士,以供該等人士(不論該等人士是否集團任何其他成員和/或它們各自的任何分行或辦事處)在直接促銷中使用,不論以獲得或沒有獲得金錢或其他財產的回報。 I understand that the Bank may provide my personal data to other persons (whether or not such persons are members of the Group and/or any of their respective branches or offices) for their use in direct marketing, whether or not in return for money or other property. I do not wish the Bank to provide my personal data to any other persons (whether or not such persons are members of the Group and/or any of their respective branches or offices) for their use in direct marketing, whether or not in return for money or other property.				
以上代表本人目前就是否希望收到直接促銷聯繫或資訊的選擇,並取代本人於本申請前向銀行傳達的任何選擇。 The above represents my present choice whether or not to receive direct marketing contact or information. This replaces any choice communicated by me to the Bank prior to this request.				
本人確認以上的選擇適用於就本申請之銀行「關於《個人資料(私隱)條例》及《個人信貸資料實務守則》致客戶及其他個別人士的通知」中所列出的產品、 服務和/或標的類別的直接促銷。本人亦可參閱該通知以得知在直接促銷中可使用的個人資料的種類,以及本人的個人資料可提供予什麼類別的人士 以供該等人士在直接促銷中使用。				
I acknowledge that my above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Bank's "Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data". I may refer to the Notice on the kinds of personal data which may be used in direct marketing and the classes of persons to which my personal data may be provided for them to use in direct marketing.				
註:指示將於銀行收到此申請後約10個營業日後生效。 Note: For the instruction to be effective, please allow approximately 10 business days from the date of receipt of this request.				

獨資經營人/合夥經營之所有合夥人/有限公司之獲授權簽署人(簽署及公司印章) Signature(s) of Sole Proprietor / All the Partners of the Partnership / Authorized Signatories of the Limited Company (with Company Chop)

申請者僅此申請上述貸款。貸款人及每名簽署本申請表之個別人士 (「每名個別人士」) 同意、接受、確認及確定下列條款及細則

- 1. 本人/本公司向中信銀行(國際)有限公司(「銀行」)申請由香港按證保險有限公司所經營之「中小企融資擔保計劃」(「擔保計劃」)下的(百份百擔保特惠貸款)(「貸款」)。本人/本公司在此確定(除本人/本公司曾經向貴行作出之其他申請外(如適用))此申請是本人/本公司惟一申請擔保計劃下(百份百擔保)之定期貸款的申請,及本人/本公司從未及將來都不會向其他貸款人申請擔保計劃下(百份百擔保)之任何定期貸款。
- 2. 本人/吾等證實本申請表內所列資料或本人/吾等提供或將提供予銀行的資料均屬真實、正確、最新及完整。本人/吾等承諾如提供的資料有任何更改,當立即書面通知銀行。本人/吾等將盡快向銀行提供銀行可能需要的額外資料或文件。本人/吾等並授權銀行進行銀行認為必要的查詢,銀行可直接地聯絡或透過任何信貸資料服務機構或銀行認為適當的來源,核實該等資料作信用評估用途。
- 3. 本人/吾等證實本人已收到、詳閱並完全明白並同意銀行的「銀行服務收費」、一般條款及條件及所有在一般條款△及條件內提及適用的特別條款及條件。本人/吾等已閱讀銀行給予客戶的「關於《個人資料(私隱)條例》及《個人信貸資料實務守則》致客戶及其他個別人士的通知」及其補充(如有)。本人/吾等同意本人/吾等的個人資料可披露予銀行不時給予客戶的「關於《個人資料(私隱)條例》及《個人信貸資料實務守則》致客戶及其他個別人士的通知」及其補充中列明的人士及用作該通告中所指定的用途。根據《個人資料(私隱)條例》,如本人/吾等日後不欲收到銀行之宣傳資料,會以書面通知銀行(寄香港鰂魚涌英皇道979號太古坊德宏大廈18樓,資料保護主任收)。銀行會安排從有關名單中剔出本人/吾等的姓名,此項安排將不另收費。
- 4. 本人/吾等同意、接受及確認:
 - (a) (i) 銀行有絕對酌情權可決定拒絕本人/吾等之貸款申請,或以不同或額外於本人/吾等於申請表中所列之貸款金額、還款期、還款方法及/或其他有關於授信的條款同意接受本人/吾等的申請,向本人/吾等提出信貸授信("授信")要約而毋須提供任何理由。(ii) 本人/吾等的申請一經遞交,不能取消或更改。銀行可根據本人/吾等所提供的資料並基於本人/吾等的信貸情況和記錄(包括並不限於環聯資訊有限公司所提供的信貸評級)符合銀行的信貸要求而考慮有關授信。銀行亦保留所有就授信申請和批核的最終決定權而毋須提供任何理由。在任何情況下銀行對拒絕本人/吾等的貸款申請所引致或有關的後果沒有任何責任。(iii) 銀行可透過電話、傳真、互聯網或其他銀行不時決定的方式與本人/吾等聯絡或索取指示。就此,本人/吾等同意銀行記錄任何由該方式而索取之訊息及/或指示,並將其保存至銀行認為合適的時段。(iv) 銀行保留權利要求本人/吾等親臨銀行分行提供本人/吾等申請貸款有關文件的正本以作核對之用。(v) 貸款最終獲批條款及詳情將於銀行所發出之貸款授信函中列載。(vi) 銀行可按其絕對酌情決定任何與授信有關的事項,而所有有關決定為最終的並對本人/吾等有約束力的;及
 - (b) 銀行可隨時立即修改、終止、取消或暫停授信或貸款,無須經任何一方的同意,亦無須受任何條款的規限。
- 5. 本人/吾等授權銀行可查證(包括透過聯絡有關之機構或人士)任何所呈交的申請資料之真實性及完整性。本人/吾等確認從未被頒佈任何破產/清盤令,而現時本人/吾等沒有向法院申請破產/清盤或有意圖申請破產/清盤。本人/吾等並未涉及任何有關債務或無力償還之裁決或法院/審判處命令。
- 6. 同意共用信貸資料(申請者為有限公司適用)
 - (a) 本人/吾等謹此確認並同意,在符合第(b)條規定的前提下,本人/吾等應銀行的要求所提供有關本人/吾等的任何資料,或於本人/吾等與銀行進行 交易過程中被收集的有關本人/吾等的任何資料,均可披露予任何信貸資料服務機構或類似服務提供者,或由之使用及保存,以達到核證 該等資料的目的,或以達到任何上述機構向其他機構提供該等資料:
 - (i) 以便其他機構可以對本人/吾等作為信貸額度的申請人或擔保人,進行信貸及其他狀況調查;及
 - (ii) 以達到在本人/吾等作為借款人或擔保人而出現失責之時,對任何債務作出合理監控的目的。
 - (b) 本人/吾等可向銀行提前90天,以書面形式發出撤銷第(a)條所載同意的通知書(「撤銷通知書」),有關通知期將由銀行收訖撤銷通知書之日起計算。
 - (c) 假如本人/吾等根據第(b)條的規定,發出撤銷通知書以撤銷在第(a)條項下所作出同意:
 - (i) 銀行可以繼續依據第(a)條的規定披露資料,直至在第(b)條項下的通知期屆滿為止,唯須符合下文第(c)(vi)及(vii)條的規定;
 - (ii) 銀行可以通知其依據第(a)條獲准向之披露資料的全體人士,本人/吾等已依據第(b)條發出撤銷通知書的事實;
 - (iii) 銀行可以將送達銀行的撤銷通知書,當作同樣適用於本人/吾等之前就本人/吾等獲授予所有其他信貸額度所作出的同意處理;
 - (iv) 銀行可以由銀行通知的生效日期起,終止授予本人/吾等的任何信貸額度;
 - (v) 信貸資料服務機構或類似服務提供者可以繼續將由銀行所提供的資料存檔及作內部用途,但該等資料不得披露予尋求信貸報告的其他機構;
 - (vi) 儘管本人/吾等已按照上文第(b)條的規定撤銷同意,銀行仍可以繼續向信貸資料服務機構或類似服務提供者,提供有關租購及出租交易及 授予批發商及零售商作為購入存貨之用的融資貸款的資料;及
 - (vii)儘管本人/吾等已按照上文第(b)條的規定撤銷同意,信貸資料服務機構或類似服務提供者仍可以繼續提供有關租購及出租交易及授予 批發商及零售商作為購入存貨之用的融資貸款的資料及屬於公眾紀錄的資料。
 - (d) 在符合第6(b)及(c)條的規定的前提下:
 - (i) 本同意書在本人/吾等與銀行維持客戶關係期間維持有效,並在結束所有關係後五年內仍然有效;或
 - (ii) 倘若出現逾期供款超過六十日,本同意書則在結清拖欠超過六十日的欠款的日期之後五年內仍然有效,以較遲者為準。
 - (e)本第6條所載之同意會取代本人/吾等之前所簽署的任何共用信貸資料-客戶同意書。本第6條所載的確認及協議乃附加於銀行的賬戶文件及/或條款及條件,並對該等文件所載的協議或同意不構成任何影響。
- 7. **(適用於借款人是有限公司)**作為向中小型企業 (「中小企」) 授信的條件,本行須從有關中小企獲得明確同意,才可向或由商業信貸資料服務機構就本行授信提交及取得資料。如本行認為借款人應被歸類為中小企,借款人須簽署《客戶同意書》並連同本申請送予本行。請注意,如借款人不提供此同意書,本行將無法繼續進行交易。
- 8. **(適用於借款人是獨資經營商號或合夥商號**) 為考慮借款人申請本申請中的授信,本行可能會獲得及考慮由Dun&Bradstreet (Hong Kong) Ltd.提供的對借款人的信貸報告。如借款人希望聯繫Dun&Bradstreet (Hong Kong) Ltd.,及按《個人資料(私隱)條例》提出資料提供請求或資料更正請求,借款人可聯繫Dun&Bradstreet (Hong Kong) Ltd.,地址於香港九龍觀塘觀塘道418號千禧城5號東亞銀行大廈13樓1308-1315室(電話2516 1100 網站: http://www.dnb.com.hk/ccra)。
- 9. 本人/吾等同意銀行可提供貸款之擔保人或第三方抵押人有關借款文件,還款通知書及結單等。本人/吾等同意銀行可聘用收賬公司追討欠款; 一切費用及支出由本人/吾等支付。本人/吾等同意及接納銀行可就此項申請取得及審議一份信貸報告書。本人/吾等聲明並不要求銀行通知本人/ 吾等銀行已取得及審議有關信貸報告,而本人/吾等可向環聯資訊有限公司(電話2577 1816)/美國鄧白氏商業資料(香港)有限公司(電話2516 1100)查閱 或更正有關信貸報告。

- 10. 本人/吾等明白銀行會不時考慮信貸調查機構的信貸報告以考慮本人/吾等之申請及作日後的信貸審查。本人/吾等亦可以書面形式向貴行之資料 保護主任索取查閱該報告之步驟。
- 11. 即使授信未獲銀行批核,銀行及/或有關機構可將本人/吾等申請表正本及所提供之全部文件保留,以作記錄。
- 12. 除在本申請書披露者外,本人/吾等並沒有任何其他未償還的貸款,並且本人/吾等並沒有任何按揭、擔保或其他貸款協議下的欠款。
- 13. 本人/吾等授權銀行可透過聯絡有關之機構或人士等途徑以查證所呈交的申請資料之真確性及完整性。本人/吾等確定從沒有被頒佈破產令,沒有向 法院申請破產或意圖申請破產,沒有擁有任何信用卡因未履行合約而被取消及沒有任何超出30日逾期還款之債務。
- 14. 本人/吾等明白銀行會不時考慮信貸調查機構的信貸報告以決定是否接納本人/吾等之申請及作日後的信貸審查。本人/吾等亦可以書面形式向銀行 之資料保護主任索取查閱該報告之步驟。
- 15. 本人/吾等確認本人/吾等會為本人/吾等的稅務事項負上全責。本人/吾等完全理解,並有責任遵守任何對本人/吾等有管轄權的國家或地方的法律、稅務、外匯管制或規管的義務。本人/吾等確認本人/吾等已經、並會繼續遵守相關法規。在業務關係期內,本人/吾等不會以本人/吾等的銀行賬戶進行與非法活動有關的任何交易、或協助及教唆、或幫助清洗相關收入,其中包括但不限於逃稅,販毒、任何可公訴罪行、洗黑錢或與恐怖分子交易。本人/吾等知悉銀行會篩查和監察本人/吾等的稅務狀況和交易活動,以符合香港有關反洗錢審查的監管要求。
- 16. 本人/吾等謹此確認及同意銀行就出售有關貸款予香港按揭證券有限公司、為香港按揭證券有限公司提供有關貸款的行政服務,及由香港按揭 保險有限公司所管理的擔保計劃之相關原因,而向香港按揭保險有限公司及/或香港按揭證券有限公司申報本人/吾等的資訊。
- 17. 在不抵觸適用法律的情況下,本人/吾等謹此同意銀行向任何第三方,包括(但不限於)香港境內或境外的任何法律、規管、政府、稅務或執法團體披露及共用銀行向本人/吾等提供服務所需有關本人/吾等、本人/吾等的受益人和本人/吾等擔任其代理的第三方的資料、文件或證明(包括(但不限於)本人/吾等的個人和賬戶資料或紀錄),包括在必要情況下銀行為確立本人/吾等於任何司法管轄區的稅務責任所需的有關資料、文件或證明,並同意銀行將須申報賬戶向香港特別行政區稅務局申報並且根據相關主管當局協議向賬戶持有人的稅務居住地的稅務機關交換有關財務賬戶資料。
- 18. 本人/吾等確認及同意,銀行的任何付款,包括銀行根據一般條款及一般條款提述的所有適用特別條款(「適用條款」)支付的任何款項,可能須按適用法律、規管、指令及指引(包括按任何外國法規定(定義見適用條款))被扣起和扣減。該被扣起的任何款項可於銀行按其全權酌情權所決定的戶口或方式持有。
- 19. 本聲明及此申請表之其他部份的任何條文概無損害本人/吾等(或本人/吾等的代表)於本人/吾等與銀行之間的任何協議(包括(但不限於)適用條款)項下或就此所給予的任何同意、陳述、承諾或彌償保證,或承擔的任何其他義務或責任。
- 20. 本人/吾等明白銀行不會接受任何由第三方轉介之貸款申請,在此本人/吾等確認此申請並非由任何第三方轉介。
- 21. 本人/本公司確認本人/本公司已得到上述C擔保人/業務擁有人所述的人士同意根據上述條款提供資料。因本確認不真確及其他違反此申請表的條款 所引致的所有費用、罰款、損害及其他損失,概由本人/本公司承擔。
- 22. 本人/本公司聲明本人/本公司並無拖欠任何財務機構的債務。本人/本公司並非破產或曾經破產或無力償還債務或倒閉。本人/本公司無意申請破產或 展開自願性清盤。據現時本人/本公司所知,並無任何有關本人/本公司的破產申請或自願性清盤申請在進行中。
- 23. 本人/本公司已經閱讀及同意(百份百擔保特惠貸款)之條款及細則及其他於本申請指明的條款與細則,將適用於貴行所批核的貸款。
- 24. 本人/本公司在此聲明: (1)本人/本公司已被建議本人/本公司應先注意及明白擔保計劃申請表、條件接受書及其他有關擔保計劃的法律文件中的聲明及提示,才簽訂它們;及(2)本人/本公司已被建議本人/本公司尋求獨立的法律意見及本人/本公司已尋求該獨立的法律意見或自願放棄尋求該獨立的法律意見;及(3)本人/本公司完全明白本人/本公司對有關貸款及本申請、擔保計劃及所有有關簽署文件的權利、義務及責任的性質及程度,而本人/本公司現在及將來是獨立地行事,不受任何人的任何不當影響。
- 25. 本人/本公司在此不可撤銷地以擔保的方式授權銀行,可代表本人/本公司,為行使在本申請及貸款下銀行的全部或任何權力可能所需,訂立所有文件 (包括任何抵押文件)及進行任何行動。本人/本公司須不時確定及確認銀行在行使或擬行使在本申請及貸款下銀行的全部或任何權力及權利而作出或擬 作出的任何行動。

外國賬戶稅務合規法案/共同申報準則證明書

- **26.** 本人/吾等承諾如有任何狀況改變,影響本人/吾等在此表格所提供的稅務居住地資料或導致任何其他資料不正確,本人/吾等會通知銀行,並於該狀況改變的**30**天內提供新的證明書。
- 27. 本申請表之中文版本如與英文版本有異,概以英文版本為準。

The Applicant hereby applies for the loan as set out above. The Borrower and each of the individuals who signs this Application Form ("Each Individual") agree, accept, acknowledge and confirm the following terms and conditions:

- 1. I/We apply to China CITIC Bank International Limited (the "Bank") for 100% Guarantee Loan (the "Loan") under the SME Financing Guarantee Scheme (the "Scheme" or "SFGS") operated by HKMC Insurance Limited ("HKMCI"). I/We hereby confirm that (except any other application which I/we have made to the Bank, if applicable) this application is the only application which I/we have made for term loan facility under the Scheme (for 100% Guarantee Product) and I/we did/will not apply to any other lender for any term loan facility under the Scheme (for 100% Guarantee Product).
- 2. I/We confirm that all information set out in this Application Form or supplied or to be supplied to the Bank is true, correct, updated and complete. I/We undertake to inform the Bank immediately in writing of any change in the information provided. I/We shall provide any additional information or document promptly which the Bank may require. I/We authorize the Bank to make such enquiries as the Bank considers necessary to verify such information and for credit assessment purpose directly with or through any credit reference agency or from any source as the Bank may think fit.
- 3. I/We confirm that I/we have received, read and fully understood and agreed to the Bank's "BANK Service Fees and Charges", General Terms and Conditions and all applicable Specific Terms and Conditions referred to in the General Terms and Conditions. I/We have read your "Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data" and its supplement(s) if any. I/We also consent to the use of my/our personal data in accordance with your "Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data" and its supplement(s) from time to time. According to the Personal Data (Privacy) Ordinance (Cap 486, Laws of Hong Kong), if I / we do not wish to receive any promotional materials from the Bank, I/We will inform your Data Protection Officer in writing to 18th Floor, Devon House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong. The Bank will arrange to take out my/our name from your relevant lists without charge.

- 4. I/We agree, accept and acknowledge that:
 - (a) (i) the Bank may in its absolute discretion refuse my/our application or accept my/our application with a loan amount, tenor, repayment method and/or other terms which are different from or additional to those stated in my/our application and offer the credit facility ("Facility") to me/us without giving any reason. (ii) An application, once submitted by me/us, cannot be cancelled or amended. The Facility offered by the Bank is subject to the information provided by me/us and is contingent upon my/our credit condition and record (including but not limited to credit score provided by TransUnion Limited) having met the credit requirements of the Bank. The Bank also reserves the right of final decision in respect of all applications and approval of the Facility and is under no obligation to provide any reason. The Bank shall not in any event be liable for any consequences arising from or in connection with its refusal of my/our application for the Facility. (iii) The Bank may communicate with or seek instructions from me/us through telephone, facsimile, Internet or such other method as the Bank may from time to time determine. In this connection, I/we consent to the Bank taking record of any such communication and/or instructions by such means and retain it for such period as it considers appropriate. (iv) The Bank reserves the right to request me/us to present originals of the documents relating to my application for the Facility at a branch office of the Bank for verification; (v) Final terms and details of the facility approved will be set out in the facility letter issued by the Bank. (vi) The Bank may at its absolute discretion determine any matter in connection with the grant of the Facility and any such determination shall be final and binding on me/us; and
 - (b) the Bank may at any time immediately modify, terminate, cancel or suspend the Facility or loan granted to me without the consent of any party and without subject to any conditions.
- 5. I/We authorize the Bank to verify the truth and completeness of any information submitted in support of this application, including contacting the relevant parties. I/We confirm that no bankruptcy/winding-up order has ever been made against me/us and I am/we are not in the process of petitioning for bankruptcy/winding-up nor have any intention to do so. I/We am/are not the subject of any judgment or court/tribunal order in relation to any debt or insolvency.
- 6. Consent on sharing of Credit Data (Applicable where the applicant is a Limited Company)
 - (a) I/We hereby acknowledge and agree that, subject to paragraph (b), any information with respect to me/us which is provided by me/us at the request of the Bank or collected in the course of dealings between me/us and the Bank may be disclosed to, or used and retained by any credit reference agency or similar service provider for the purpose of verifying such information or enabling them to provide such information to other institutions:
 - (i) in order that they may carry out credit and other status checks in respect of me/us in my/our capacity as applicant for, or guarantor of, credit facilities; and
 - (ii) for the purposes of reasonable monitoring of any indebtedness while there is a current default by me/us as borrower or guarantor.
 - (b) I/We may by giving the Bank 90 days' notice in writing (which will take effect from the date of receipt by the Bank) revoke the consent contained in paragraph (a).
 - (c) If I/we give notice to revoke the consent given pursuant to paragraph (a) in accordance with paragraph (b):
 - (i) subject to paragraphs (c) (vi) and (vii) below, the Bank may continue to disclose information pursuant to paragraph (a) until the notice of revocation given pursuant to paragraph (b) expires;
 - (ii) the Bank may notify all persons to whom the Bank is permitted to disclose information pursuant to paragraph (a) of the fact that a notice of revocation has been given pursuant to paragraph (b);
 - (iii) the Bank may regard the notice of revocation served on the Bank as also applying to the consent I/we have previously given in respect of all other credit facilities granted to me/us;
 - (iv) the Bank may terminate any facilities extended to me/us with effect from the date to be advised by the Bank;
 - (v) the credit reference agency or similar service provider may continue to retain information provided to it by the Bank in its internal archive for its internal use but not for provision of such information to other institutions when they seek credit reports;
 - (vi) the Bank may continue to provide information relating to hire purchase and leasing transactions and loans to wholesalers and retailers to finance the acquisition of stock in trade to the credit reference agency or similar service provider notwithstanding revocation of the consent referred to in paragraph (b) above; and
 - (vii) the credit reference agency or similar service provider may continue to provide information relating to hire purchase and leasing transactions and loans to wholesalers and retailers to finance the acquisition of stock in trade and information which is a matter of public record notwithstanding the revocation of the consent referred to in paragraph (b) above.
 - (d) Subject to clause 6 (b) and (c), this consent shall remain in effect:
 - (i) as long as I/we maintain an account relationship with the Bank and for a period of five years thereafter; or
 - (ii) if later, for the period of five years after the date of settlement following a payment default of more than sixty days.
 - (e) The consent contained in this clause 6 supersedes any previous Customer Consent Form previously signed by me/us. The acknowledgement and agreement contained in this clause 6 are in addition to and do not affect any agreement or consent contained in the Bank's account documentation and/or standard terms and conditions.
- 7. (Applicable if the Borrower is a limited company) As a condition for granting credit facilities to Small and Medium Size Enterprises ("SMEs"), an explicit consent from the related SME must be obtained to enable the Bank to report and retrieve information in relation to its banking facilities to and from the Commercial Credit Reference Agency ("CCRA"). If the Borrower is, in the opinion of the Bank, categorised as a SME, the Borrower shall sign and return the Customer Consent Form to the Bank together with this application. Please note that if this consent is not given, the Bank will be unable to proceed with the transaction
- 8. (Applicable if the Borrower is a sole proprietorship or partnership) In connection with the consideration of the Borrower's application for the facilities referred to in this application, the Bank may be provided with and consider a Credit Report on the Borrower provided by Dun & Bradstreet (Hong Kong) Ltd. Should the Borrower wishes to contact Dun & Bradstreet (Hong Kong) Ltd. for the purpose of making a data access request or data correction request under the Personal Data (Privacy) Ordinance, the Borrower may do so by contacting Dun & Bradstreet (Hong Kong) Ltd. at Unit 1308-1315, 13th Floor, BEA Tower, Millennium City 5, 418 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong (Telephone No. 2516 1100 Website: http://www.dph.com.pk/ccra)
- 9. I/We agree that the Bank may release all loan documentation, letter of demand and bank statement etc, to the Guarantor(s) or surety of the loan. I/We agree that the Bank may employ debt collection agent to recover the loan and all costs and disbursement will be for the account of me/us. I/We acknowledge and accept that the Bank may obtain and consider a credit report in connection with this application. I/We further declare that I/we do not require request or demand any notification from the Bank to me/us that such as credit report has been so obtained and considered that I/we may have access to or correct such credit report by TransUnion Limited at 2577 1816 / Dun & Bradstreet (HK) Limited at 2516 1100.

- 10. I/We further understood that the Bank may consider credit report from any credit reference agency from time to time in considering my/our application and for ongoing review of my/our credit. I/We are also entitled to write to the Data Protection Officer to obtain the required contact information and procedure to access such report.
- 11. The original Application Form and all documents provided by me/us may be retained by the Bank and/or the related bodies for their records even if the Facility is not approved by the Bank.
- 12. Except as disclosed in this application, I/we do not have any other outstanding loans and I/we am/are not in default under any mortgage, guarantee or other loan agreement(s).
- 13. I/We authorise the Bank to verify the accuracy and completeness of those information I/we submitted in support of this application, including but not limited to directly contacting any relevant parties for this purpose. I/We confirm that no bankruptcy order has ever been made against me/us in any jurisdiction, and I am/we are not subject to any current petitions for bankruptcy nor have any intention to file the same. I/We confirm that I/we did not own any credit card(s) that was cancelled due to default payment and I/we further confirm that currently I/we do not have any overdue payment exceeding 30 days in respect of any of my/our indebtedness.
- 14. I/We understand that the Bank may consider credit report from any credit reference agency from time to time in considering accepting my/our application and for ongoing review of my/our credit. I/We understand that I am/we are entitled to write to the Data Protection Officer of the Bank to obtain the relevant contact information and procedure for the access of such report(s).
- 15. I/We acknowledge that I am/we are fully responsible for my/our own tax affairs, and that I am/we are solely liable for understanding and complying with any legal, tax, foreign exchange control or regulatory obligations that may apply to me/us in any relevant jurisdiction. I/We confirm that I/we have and will continue to fully comply with relevant laws and regulations. During the tenure of business relationship, I/we will not carry out any transactions, or aid and abet, or facilitate the laundering of the related proceeds that links to unlawful activities, including but not limited to tax evasion, drug trafficking, other indictable offence, money laundering or transactions with terrorists, through my/our accounts with the Bank. I/We understand my/our tax status and transaction activity is subject to screening and monitoring as part of the Bank's AML review in compliance with Hong Kong's regulatory requirements.
- 16. I/We acknowledge and agree that the Bank may provide my/our information to HKMCI and/or HKMC for the sale of the loan to the HKMC, provision of administrative service to HKMC in relation to the loan, and any purposes related to the Scheme administered by HKMCI.
- 17. Subject to applicable laws, I/we hereby consent to the Bank to disclose and share information, documentation or certification concerning myself/ourselves, my/our beneficiaries and third parties for whom I am/we are acting as agent, including but not limited to my/our personal and account information or records, with any third party, including but not limited to any legal, regulatory, government, tax or law enforcement body within or outside of Hong Kong as is required for the Bank to provide services to me/us, including where necessary to establish my/our tax liability in any jurisdiction and also reporting of any reportable account(s) that may be reported to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region of the People's Republic of China in which the account(s) is/ are maintained and exchanged with tax authorities of another jurisdiction or jurisdictions in which the account holder may be resident for tax purposes pursuant to the competent authority agreement to exchange financial account information.
- 18. I/We acknowledge and agree that any payment by the Bank, including any payment made under any of the Applicable T&Cs, may be subject to withholding and deduction as required under applicable laws, regulations, directives and guidelines, including under any Foreign Law Requirement (as defined in the Applicable T&Cs). Any amount as withheld may be held in whatever account or in whatever manner determined by the Bank at its sole discretion.
- 19. No provision in this declaration and other sections of this application form shall prejudice any consent, representation, undertaking or indemnity given by me/us (or on my/our behalf) or any other obligation or liability undertaken by me/us (or on my/our behalf) under or in connection with any other agreement between myself and the Bank, including but not limited to the Applicable T&Cs.
- 20. I/We understand that the Bank does not accept any loan application(s) referred by any third party and I/we confirm that this application is not referred by any third party.
- 21. I/We confirm that I/we have obtained the consent of the persons referred to in the above Section C Particulars of Guarantor/Owner to the provision of the Data as provided above. I/We will indemnify and hold the Bank harmless from all costs, penalties, damages and other losses incurred as the result of this confirmation being untrue and any other breach of the terms of this application.
- 22. I/We declare that I/we am/are not delinquent in repaying any credit facilities with any financial institution, I/we am/are not a bankrupt or discharged bankrupt/insolvent or in liquidation, I/we have no intention to declare bankruptcy or commence voluntary winding-up and I/we am/are not aware of any bankruptcy/ winding-up proceedings started against me/us.
- 23. I/We have read, and hereby agree to, the Terms and Conditions of 100% Guarantee Loan and other terms and conditions set out or referred to in this application, which will apply to the Loan if approved by the Bank.
- 24. I/We hereby declare that: (1) I/we have been advised to note and understand the declaration and the notes contained in the Scheme Application Form, the Acceptance of Conditions and other legal documents related to the Scheme before executing them; and (2) I/we have been advised to seek independent legal advice and I/we have either obtained such independent legal advice or have voluntarily waived my/our right to seek such independent legal advice; and (3) I/we fully understand the nature and extent of my/our rights, obligations and liabilities in relation to the Loan and this application, the Scheme and all documents signed in respect thereof and have acted or will act independently and free from any undue influence of any person.
- 25. I/We hereby irrevocably authorises the Bank, by way of security, to act on me/us behalf to execute all documents (including any security documents) and to do all things as may be required for the exercise of all or any of the Bank's powers or rights under this application and the Loan. I/We shall from time to time ratify and confirm whatever the Bank shall do or purport to do in the exercise or purported exercise of all or any of the Bank's powers and rights under this application and the Loan.

FATCA and CRS Self Certification

- 26. I/We undertake to advise the Bank of any change in circumstances which affects the tax residency status of the individual identified in this form or causes the information contained herein to become incorrect, and to provide the Bank with a suitably updated self-certification form within 30 days of such change in circumstances.
- 27. In the event of any inconsistencies between the English and Chinese versions of this Application Form, the English version shall prevail.

G. 聲明及簽署 Declaration & Signature					
代表貸款人 For and on behalf of	The Borrower				
v			v		
X 獨資經營人 / 合夥經營之所有合			X 日期 Date		
Signature(s) of Sole Proprietor / Al Authorized Signatories of the Lim					
本申請表內C.部份之董事 / 股東	/ 所有擔保人簽署				
Signature(s) of the diector(s) / the	shareholder(s) / All the Guaranto	rs under Section C. of this Applic	cation Form		
X	Χ	X	>	(
姓名 Name	姓名 Name	姓名 Name		生名 Name	
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<u>▲</u> 日期 Date	_ <mark>^ </mark>	 日期 Date		S 日期 Date	
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△ 有關銀行之一般條款可於銀行 △ The General Terms and Condi					
Customer Service Hotline 2287	6868.				
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Defermed by (Cheff News)	銀行	專用 FOR BANK USE ONLY			
Referred by (Staff Name) Referred by (Staff ID)		Handling by (Staff N			
Referred by (Branch Code)			ate: HKMC Prime Rate – 2.59	 ∕op.a.	
Loan Amount Granted (HKD)		Portfolio Code: SF10			
Approved by		Program Code: SFGS			

Remarks

百份百擔保特惠貸款條款及細則:

此等條款及細則為客戶同意受約束之一般條款中所指的特別條款,並同意客戶之申請將受此等條款及細則、銀行之一般條款、有關推廣條款及細則以及客戶與銀行就有關事項所協定之其他條款及細則所限制。

- 1. 銀行有絕對酌情權可決定拒絕客戶之貸款申請,或以不同於客戶於申請表中所列之貸款金額或還款期接納客戶之貸款申請而毋須提供任何理由。申請一經遞交,將不能取消或更改。
- 2. 銀行保留權利決定提供之批核貸款金額(「貸款金額」)、貸款還款期(「貸款還款期」)、利息(「利息」)、適用收費之息率、利率和其他條款。 貸款最終詳情將於銀行所發出之貸款確認通知書中確認。銀行可根據客戶所提供的資料並基於客戶的信貸情況和記錄(包括並不限於 環聯資訊有限公司所提供的信貸評級)符合銀行的信貸要求而批核有關貸款。銀行亦保留所有就貸款申請和批核的最終決定權而毋須提供 任何理由。在任何情況下銀行對拒絕客戶的貸款申請所引致或有關的後果沒有任何責任。
- 3. 銀行可核實客戶透過任何方式所提供之任何資料,並在其認為合適的情況下向有關機構或人士求證資料的真確性,並獲取進一步之資料。
- 4. 客戶向銀行提供的一切資料均為真確及完整,客戶承諾如提供的資料有任何更改,當立即書面通知銀行。客戶將盡快向銀行提供銀行可能需要的額外資料或文件。
- 5. 銀行可透過電話、傳真、互聯網或其他銀行不時決定的方式與客戶聯絡或索取指示。就此,客戶同意銀行記錄任何由該方式而索取之訊息及/ 或指示,並將其保存至本公司認為合適的時段。
- 6. 銀行獲授權將從銀行批核的貸款金額內扣除手續費(如適用),始將餘款存入客戶之指定戶口內,並可從客戶指定的還款戶口中支取款項以償還有關 貸款的貸款金額、應付利息、費用及/或收費。
- 7. 貸款申請獲批核後,銀行將按銀行接納的方法向客戶發放貸款金額。
- 8. 客戶將按時支付銀行不時規定的利息及/或收費。
- 9. 客戶將按照銀行就客戶的申請而作出批核並按貸款確認通知書中所列的期數、每期還款額及還款日於供款日償還貸款本金(如適用)及利息。 分期還款必須以自動轉賬形式支付。在任何情況下,如自動轉賬交易未能成功完成有關分期還款,客戶須負責支付一切有關之費用。
- 10. 如每月還款日為29、30或31號,而某月並沒有該等日子,該月的最後一日將會為該月的還款日。一般而言,如貸款某一期的到期還款日為非結算日, 還款日則為下一個結算日。結算日指星期一至五香港銀行的對外營業時間。
- 11. 還款將首先用作支付就貸款而產生並應支付予銀行的所有利息及/或收費以及其他合理引致的費用(包括律師費用);然後用作償還貸款本金的數額。
- 12. 銀行接受提早償還貸款的要求。如客戶需提早償還貸款,則必須獲得銀行事先批准。銀行在批准提早償還全部貸款時,可不時按其絕對酌情權釐定及要求 客戶支付利息、費用、收費及其他支出。
- 13. 除最後一期外, 若客戶每月支付應償還有關貸款的貸款金額(「還款金額」)出現餘數, 客戶同意銀行可不用預先通知而保留整筆餘數作為預付金額, 用作抵銷下一期還款金額, 餘下之應繳款額則從客戶之指定的還款戶口中扣除。若餘數多於每月的還款金額, 銀行有權不接受該還款金額。關於最後一期, 還款額須依戶口尚欠之貸款餘額、利息、手續費, 及其他應繳費用(如適用)之準確銀碼償還而沒有餘數。在任何時間及因任何原因, 客戶不可向銀行取回該餘數。若客戶償還之金額出現餘數,銀行有權不接納該還款金額。
- 14. 儘管此等條款有其他的規定,客戶同意在收到銀行書面要求時,立即償還所有欠付金額(包括全部貸款本金、利息及/或收費以及其他一切費用)。
- **15.**銀行會定期檢討信貸政策,並會不時查閱由信貸資料服務機構提供信貸評估報告。根據有關信貸評估報告,現時客戶於銀行之所有產品之信貸額或會被相應調整。
- 16. 銀行保留權利要求客戶親臨銀行分行提供客戶有關個人資料正本以作核對之用。
- 17. 銀行可按其絕對酌情權決定任何與貸款有關的事項,而所有有關決定為最終的,並對客戶有約束力的(除有明顯的錯誤外)。
- 18. 除本條款及細則另有明文訂明外,本條款及細則訂約方以外的任何人士概不可按照《合約(第三者權利)條例》(香港法例第623章)的規定強制執行本條款及細則的條款或享有其利益。倘本條款及細則的任何條文明確賦予任何第三方權力根據《合約(第三者權利)條例》執行本條款及細則任何條款,則協議訂約方保留權利可在毋須該第三方同意的情況下修改該條款或本條款及細則任何其他條款。
- 19. 本條款及細則受香港特別行政區的法律管制,並按其解釋。客戶同意香港特別行政區的法院有非專屬管轄權。
- 20. 貸款金額的利息將按本申請或於由銀行向借款人發出的貸款通知書上列明的借貸利率計算及收取。如適用,「港元最優惠利率」指由香港按證有限公司不時 釐訂之港幣最優惠借貸利率,該利率於香港按證有限公司網頁上刊載或可向本行索取。
- 21. 如未能依期償付每月還款,則須於按本行約定利率年息加年利率2%,按任何逾期未付的還款額繳納利息(包括法律上判決之前或之後),由到期日起計, 直至清付還款為止。借款人繳付此項利息的時間由本行決定,並可隨時要求借款人立即繳付此項利息。

- 22. 本行將從借款人的還款戶口中每月扣取到期應付的全部款項。倘若到期日並非銀行工作日,本行將會在下一個銀行工作日扣取還款。如果該下一個銀行工作日已屬於下一個月份,本行則會在還款日前一個銀行工作日扣取還款。
- 23. 如借款人為有限公司,本行會要求其就已獲批核貸款提供有限或無限款額(以擔保人選擇為準)的「個人擔保書」作信貸支援。
- 24. 本行需要得到借款人的同意後,才可將其貸款的摘要副本,或借款人的銀行負債資料提供予任何擔保人或提供抵押的其他第三者(保證人)或保證人的顧問。此外,倘若因借款人在接獲逾期還款通知書後,未能償還結欠,本行被迫發出正式清還貸款的要求,本行將需要向保證人提供追收欠款通知書信的副本。不論銀行有否提出清還貸款的要求,本行亦將需要向保證人提供借款人戶口最近期結單的副本及/或借款人的銀行負債詳情,無論是實際或是或有負債。借款人謹此同意本行向保證人、保證人的律師及其他專業顧問提供上述提及的文件及資料。請注意,倘若不作出此同意,本行將不能辦理有關事項。
- 25. 有關貸款的費用、服務收費及利息的金額或百分率均列於此申請表內或貸款通知書內或以其他方式通知借款人。本行保留權利,可不時修訂此等條款及細則、該等金額、百分率、費用、收費及利率,以及徵收任何新費用,並以本行認為適當的方式將此等修訂通知借款人。借款人須受此等認為適當方式的修訂約束,借款人須受此等修訂約束,除非借款人於任何修訂生效前將貸款取消並全數還清,則作別論。
- 26. 香港按證保險獎勵金及香港按證服務金
 - (a) 對於擔保計劃下不時成功的申請,香港按證保險可能會向本行,作為參與貸款者,提供獎勵金。獎勵金的形式及條款由香港按證保險與本行同意。借款人明確確定、確認及同意此香港按證保險與本行之間的獎勵金安排。
 - (b) 如貸款由本行出售予香港按證而香港按證委任本行對貸款提供行政服務,香港按證可能會向本行提供服務金,服務金的形式及條款由香港按證與本行同意。借款人明確確定、確認及同意此香港按證與本行之間的服務金安排。
- 27. 如本條款與細則與貸款通知書所設定的條款不一致(按情況而定),以後者為準。
- 28. 本條款之中、英文版本如有差異, 概以英文版本為準。

Terms and Conditions for Special 100% Loan Guarantee ("100% SFGS"):

These Terms and Conditions are a set of Specific Terms and Conditions referred to in the General Terms and Conditions which the customer has agreed to be bound by. The customer agrees that the application granted by China CITIC Bank International Limited ("the Bank") will be subject to these Terms and Conditions, the General Terms and Conditions of the Bank, related Promotional Terms and Conditions and such other terms as may be agreed between the customer and the Bank in relation thereto.

- 1. The Bank may in its absolute discretion refuse the customer's application or accept the customer's application for the Loan with a loan amount or tenor different from that stated in the customer's application without giving any reason. An application, once submitted, cannot be cancelled or amended.
- 2. The Bank reserves the right to determine the approved loan amount ("Loan Amount"), loan tenor ("Loan Tenor"), interest ("Interest") and interest rate and other terms offered. Final details of the Loan granted will be confirmed in the Loan Confirmation Notice issued by the Bank. Approval of the Loan is subject to the information provided by the customer and is contingent upon the customer's credit condition and record (including but not limited to credit score provided by the Credit Reference Agencies) having met the credit requirements of the Bank. The Bank also reserves the right of final decision in respect of all applications and approvals of the Loan and is under no obligation to provide any reason. The Bank shall not in any event be liable for any consequences arising from or in connection with its refusal of the customer's application for the Loan.
- 3. The Bank may verify any information provided by the customer through any means with the relevant entity or persons and obtain such further information about the customer from such sources as it deems appropriate.
- 4. All the information provided by the customer to the Bank is true and complete and the customer undertakes to inform the Bank immediately in writing of any change in the information provided. The customer shall provide any additional information or document promptly which the Bank may require.
- 5. The Bank may communicate with or seek instructions from the customer through telephone, facsimile, Internet or such other method as the Bank may from time to time determine. In this connection, the customer consents to the Bank taking record of any such communication and/or instructions by such means and retaining it for such period as it considers appropriate.
- 6. The Bank is authorized to deduct the Handling Fee (if any) from the Loan Amount at the time of advancement of the Loan, and auto-debit all Loan Amount, Interest, fees and charges payable in connection with the Loan from the customer's designated repayment account(s).
- 7. After approval of the Loan application, the Bank will advance the Loan Amount to the customer in such manner as accepted by the Bank.
- 8. The customer shall pay punctually to the Bank all Interest and/or fees from time to time determined by the Bank.
- 9. The Loan Amount (if applicable) and the Interest shall be repayable by way of auto-debit by such number of monthly installments and in such installment amount as approved by the Bank, commencing from and on such date(s) as set out in the Loan Drawdown Advice issued by the Bank. The customer shall be liable to pay for all necessary charges from time to time determined by the Bank as a result of the failure of any auto-debit transaction due to whatever reason.
- 10. If the repayment due date falls on any of 29th, 30th or 31st of each month and a particular month does not have such date, the last day of that month will become the due date of that month. In general, if the repayment due date for a particular installment of the Loan falls on a non-clearing day, the repayment due date will be the following clearing day. Clearing day means Mondays to Fridays on which banks in Hong Kong are open for business.
- 11. Repayments shall be applied firstly towards payment of all Interest and/or fees and other reasonably charges (including legal costs) payable to and incurred by the Bank in connection with the Loan; and secondly towards repayment of the amount of the Loan Amount.
- 12. Prepayment will be allowed and shall be subject to the approval of the Bank. The Bank may at its discretion determine and request the customers to pay interest, fees, charges and all other expenses as at the time of approval.
- 13. Except for the last Loan Tenor, if the monthly loan repayment amount payable ("Loan Repayment Amount") for the Loan occurs excess amount, the customer agrees the Bank to keep the entire excess amount for the next installment payment without any prior notice The remaining outstanding amount will be debited from the customer's designated repayment account. The Bank may refuse to accept the amount payable if the excess amount is more than the Loan Repayment Amount. For the last Loan Tenor, the Loan Repayment Amount must be same as the outstanding amount of the Loan, interest, fees, charges and all other expenses (if any) payable under the Loan without any excess amount. The excess amount will not be refunded in any circumstances or for whatever reasons. The Bank may exercise its right refuse to accept the amount payable if the Loan Repayment Amount occurs excess amount.
- 14. Notwithstanding any other provision herein, the customer shall pay to the Bank all sums of money that are outstanding (including all Loan Amount, Interest, fees and other charges) immediately upon receipt of a written demand from the Bank.
- 15. During routine review on credit policy, the Bank would from time to time access the customer's credit data that provided by the Credit Reference Agencies. The information may be used for adjusting the customer's consumer credit amount of the Bank's existing credit facilities.
- 16. The Bank reserves the right to request the customer to present the true copy of the related documents at branches of the Bank.
- 17. The Bank may at its absolute discretion determine any matter in connection with the Loan and any such determination shall be final and binding on the Borrower (save and except manifest error).
- 18. Except as otherwise expressly stated in these Terms and Conditions, no one other than a party to these Terms and Conditions may enforce any of its terms under the Contracts (Rights of Third Parties) Ordinance, Cap. 623 of the Laws of Hong Kong. Where any clause of these Terms and Conditions entitles any third party to enforce any term of these Terms and Conditions under the Contracts (Rights of Third Parties) Ordinance, the parties reserve the right to vary that term or any other term of these Terms and Conditions without the consent of that third party.
- 19. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. The customer agrees to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.
- 20. Interest on the Loan amount will be charged and calculated at the interest rate set out in this application or in notification letter for the Loan issued by the Bank to the Borrower. If applicable, "HKD best lending rate" means the Hong Kong Dollar best lending rate to be determined by the Hong Kong Mortgage Corporation from time to time and published at their website or is available from the Bank upon request.
- 21. Interest will be charged on any sums due but not paid at the rate of 2% per annum over the contract rate from the due date until the date of actual payment. Such interest will be payable at such intervals as the Bank may determine and at any time upon demand by the Bank.

- 22. All payments due under the Loan will be debited to the Repayment Account automatically each month on the due date. If a payment would otherwise fall due on a day which is a non-banking day in Hong Kong, payment shall be made on the next banking day in Hong Kong unless such next banking day falls beyond the same month, in which case payment shall be made on the preceding banking day in Hong Kong.
- 23. Where the Borrower is a limited company, the Bank requires a personal guarantee from the Borrower's director and/or principal shareholder as credit support.
- 24. The Bank may need to obtain the Borrower's consent before it can provide a copy or summary of the Loan, or information on the Borrower's outstanding liabilities to the Bank, to any guarantor or other third party providing security (the "Surety") or to the Surety's advisors. In addition, if the Bank is obliged to make any formal demand for repayment because the Borrower has failed to settle an amount due following a customary reminder, the Bank will also need to provide the Surety with a copy of its demand letter. Whether or not the Bank has made demand, the Bank may also need to provide the Surety with a copy of the latest statement of account and/or to give the Surety details of the Borrower's outstanding liabilities to the Bank, whether actual or contingent. The Borrower hereby consents to the Bank providing any of the aforesaid documents or information to the Surety, to the Surety's solicitors and other professional advisers.
- 25. The amounts or percentage of fee, charges and interest rate applicable to the Loan will be as set out in this application or stipulated in the facility letter issued by the Bank to the Borrower for the Loan or notified by the Bank to the Borrower by other means. The Bank reserves the right to alter these Terms and Conditions and such amounts, percentage, fee, charges and interest rate, as well as impose new fee and charges, from time to time and may notify the Borrower of such alteration or imposition by the Bank. The Borrower will be bound by such alteration or imposition unless the Loan is cancelled and repaid in full before the date upon which it is to have effect.
- 26. HKMCI Incentive Payment and HKMC Servicing Fee Payment
 - (a) HKMCI may offer an incentive payment to the Bank, the participating lender, for any successful application under the Scheme from time to time. The form and terms of the incentive payment will be agreed between the HKMCI and the Bank. The Borrower expressly confirms, acknowledges and agrees to this incentive payment arrangement between HKMCI and the Bank.
 - (b) HKMC may offer a servicing fee to the Bank if the Loan is sold to HKMC by the Bank and HKMC engages the Bank to provide administrative service in relation to the Loan. The form and terms of the servicing fee payment will be agreed between HKMC and the Bank. The Borrower expressly confirms, acknowledges and agrees to this servicing fee payment arrangement between HKMC and the Bank.
- 27. In the event of any inconsistency between these Terms and Conditions and the terms set out in the facility letter issued by the Bank to the Borrower for the Loan (as the case may be), the latter shall prevail.
- 28. In the event of any inconsistencies between the English version and Chinese version, the English version shall prevail.