

General Terms and Conditions for Mortgage Services

The facility/facilities to be made available to you as stated in the letter of offer attached ("Letter of Offer") and any facilities to be made available to you in the future shall be subject to:

- (I) the following General Terms and Conditions applicable to the type(s) of facility/facilities made or to be made available to you; and
- (II) with respect to any one of the following schemes, the relevant Supplemental Terms and Conditions -
 - A. Home Equity Overdraft / Mortgage Overdraft
 - B. BusinessOne

The General Terms and Conditions and the Supplemental Terms and Conditions are collectively referred to as the "Terms and Conditions".

1. Interest Rate

The rate of interest stated in the Letter of Offer charged under this facility/these facilities in relation to mortgage loan facility shall be calculated with monthly rests but the rate may be increased or decreased at any time at the Bank's sole discretion of Standard Chartered Bank (Hong Kong) Limited ("the Bank"). Any such increase or decrease shall be reflected in the amount of the monthly instalments or repayment period at the Bank's sole discretion. Any alteration in the amount of instalments will be effected on the second instalment date following the change of interest rate.

2. Repayment

Subject to the Bank's overriding right to request repayment on demand at the Bank's sole discretion as may be contained in the terms of the mortgage/legal charge/equitable charge, the mortgage loan together with the interest thereon will be repayable by monthly instalments each to include principal and interest to be apportioned at the Bank's sole discretion. Repayments will commence one month after the date upon which the mortgage loan is advanced by the Bank and will be debited to your account number as stated in the Letter of Offer subject to:

a. Payment Holiday

You may apply to the Bank for a suspension of making of your monthly repayments ("Payment Holiday") subject to such terms and conditions, fees and charges as may be imposed by the Bank from time to time at its sole discretion provided that the approval of such application shall be subject to the sole absolute discretion of the Bank. Principal and interest which should be payable by you during the Payment Holiday will be carried forward/re-amortized over the remaining loan tenor and repayable by you. During the Payment Holiday, except for any application of early termination of the Payment Holiday by you, no change can be made by you to any term or condition of the mortgage loan facility, including without limitation, any increase or decrease of the loan principal, monthly repayment date, monthly repayment amount, tenor of the mortgage loan facility or early redemption of the mortgage loan facility.

b. Withholding Tax

All payments to the Bank shall be made in full, without set-off, counterclaim, deduction or withholding (including on account of any taxes). If any payment is subject to any such deduction or withholding required by law on account of any tax, the amount of the payment will be increased so that the amount of the payment received by the Bank after any such required deduction or withholding is equivalent to the amount otherwise payable.

3. Late Payment Charge

If you fail to pay any amount when due hereunder a minimum charge (as notified by the Bank from time to time) will be charged monthly for each month or any part thereof (which shall be deemed to be a whole month) during which that sum remains overdue.

4. Security

a. Completed Property

These facilities and any facilities made available in the future will be secured by an "all monies" mortgage/legal charge over the property stated in the Letter of Offer, in the Bank's prescribed form, prepared by the solicitors representing the Bank after investigation of title of the property. All legal costs and disbursements will be for your account irrespective of whether or not any advance is made. If title to the property should prove unsatisfactory for any reason no advance will be made and the facilities will be cancelled and the Bank shall not be responsible to you in respect of any loss or damage sustained by you or in respect of any costs or expenses incurred by you as a result of the cancellation.

b. Property under Construction

These facilities and any facilities made available in the future will be secured by an "all monies" equitable mortgage over your interest in the property stated in the Letter of Offer which will be replaced as soon as may be possible by an "all monies" mortgage/legal charge, both in the Bank's prescribed form, prepared by the solicitors representing the Bank after investigation of title of the property. All legal costs and disbursements will be for your account irrespective of whether or not any advance is made. If title to the property should prove unsatisfactory for any reason no advance will be made and the facilities will be cancelled and the Bank shall not be responsible to you in respect of any loss or damage sustained by you or in respect of any costs or expenses incurred by you as a result of the cancellation.

c. Occupier's Consent

If so required by the Bank, you shall sign such questionnaire and confirmation, in such forms as may be prescribed by the Bank declaring the identity of other occupier(s) of the property and the relationship between you and the other occupier(s) of the property. As a condition precedent to the drawdown of the loan, such occupier(s) shall sign such confirmation or declare in such form(s), as may be prescribed by the Bank at the Bank's sole discretion declaring that the occupier(s) does/do not have any right or interest over the property and/or consent(s) to the creation of the security documents and/or waiving his/their rights over the property.

5. Early Redemption

a. Completed Property

You will be entitled to redeem the property upon giving the Bank one month's notice in writing of your intention to do so and upon payment of all sums due to the Bank and/or any Bank Group Company (as defined in Clause 22 hereof) at the expiry of the notice. All legal costs and disbursements relating to the redemption will be for your account. If full redemption is made within the first year of the loan drawdown, or two years of loan drawdown for Deferred/Interest-Only Repayment Method or such other period as stated in the Letter of Offer, a charge will be levied as stated in the Letter of Offer.

b. Property under Construction

You will be entitled to redeem the property upon giving the Bank one month's notice in writing of your intention to do so and upon payment of all sums due to the Bank and/or any Bank Group Company (as defined in Clause 22 hereof) at the expiry of the notice. All legal costs and disbursements relating to the redemption will be for your account. If full redemption is made before the issuance of the occupation permit of the property or the completion of the mortgage/legal charge in place of the equitable mortgage or the first anniversary date of the loan drawdown, whichever occurs later, a charge will be levied as stated in the Letter of Offer.

c. **Redemption Administration Fee**

In the case of early redemption as mentioned in sub-clauses (a) and (b) above, a redemption administration fee (both as notified by the Bank from time to time) will also be levied upon early redemption.

6. Partial Prepayment

Partial Prepayment is allowed subject to the Bank's discretion and to the remaining balance of the mortgage loan being not less than HK\$200,000 or such other amount as may be determined by the Bank from time to time and also subject to the giving of not less than 14 days' prior written notice to the Bank. Any partial prepayment should be a minimum of HK\$50,000 or such other amount as may be determined by the Bank from time to time. A partial prepayment charge and administration fee (as notified by the Bank from time to time) shall be levied.

7. Insurance

Fire or Comprehensive

a. Completed Property

i). Insurance against loss or damage for the risks stated in your loan application and such other risks as the Bank shall require will be effected by the Bank in the names of the interested parties with such office and agency as you may select from the Bank's approved lists and the Bank may accept any commission payable by such office and agency in respect thereof. The sum insured being used

herein for insurance premium calculation shall, unless the Bank otherwise agrees upon your request, be the loan amount, or, subject to the requirements described hereinafter, the reinstatement value. If you choose the reinstatement value, at your option, you are required to provide the Bank with a valuation report on the reinstatement value annually from one of our approved surveyors. Upon request, the Bank may arrange the valuation for you upon payment of a service fee. You shall repay the insurance premia to the Bank in accordance with the terms of the mortgage/legal charge. The insurance cover will only take effect on the day when the advance is made. Payments of premium for such insurance and the renewal thereof together with the aforesaid costs incurred by the Bank in obtaining a valuation, if applicable, will be debited to your account number(s) as stated in the Letter of Offer.

- ii). In the event you make your own arrangement for insurance coverage with the Bank's prior approval, such insurance shall cover the risks mentioned in sub-clause (a)(i) above and you will lodge the original policy of insurance and the original premium receipt with the Bank and, if you choose reinstatement value, the relevant valuation report, 7 days before the loan drawdown date, failing which insurance shall be effected by the Bank, in its discretion, in accordance with the said sub-clause (a)(i).
 - iii). If you fail to take out the required insurance cover or provide relevant valuation report or make any payment of premium for such insurance and the renewal thereof, the Bank shall be entitled to take out the required insurance cover and/or to incur the cost thereof and/or make such payments on your behalf and thereafter to debit the same to your account number(s) as stated in the Letter of Offer.
- b. Property under Construction
- i). Insurance cover is not required for the period before the issuance of occupation permit or the certificate of compliance in respect of, inter alia, the property (if applicable) as determined by the Bank at its sole discretion.
 - ii). Upon issuance of the occupation permit or certificate of compliance in respect of, inter alia, the property (whichever is applicable pursuant to sub-clause (b)(i) above) and during the currency of these facilities the Bank will effect insurance on your interest in the property in such amount as the Bank may require from time to time and against the risks mentioned in sub-clause (a) (i) above. In the event you make your own arrangement for insurance coverage, such insurance shall cover the risks mentioned in sub-clause (a) (i) above for such amount as the Bank may require and you will lodge the original policy of insurance and the original premium receipt with the Bank within 7 days after the issuance of the occupation permit or the certificate of compliance in respect of, inter alia, the property, (whichever is applicable pursuant to sub-clause (b)(i) above), failing which insurance shall be effected by the Bank in accordance with the said sub-clause (a)(i) above. If you fail to make any payment of premium for such insurance and the renewal thereof, the Bank shall be entitled to make such payments on your behalf in accordance with sub-clause (a) (iii) above.
- c. Special Projects Arranged With Developers
- Adequate insurance cover in accordance with sub-clauses (a)(i) and (a)(ii) above will be required upon the termination of the free insurance period agreed when the mortgage loan was arranged.

Mortgage Life Assurance ("MLA")

Insurance against loss of life or total permanent disability of the applicant(s) as stated in your loan application as the Bank shall require. The Bank shall effect the insurance with such insurance company as you may select from the Bank's approved lists and the Bank may accept any commission payable by such insurance company in respect thereof. You shall repay to the Bank the MLA premium the Bank has paid on your behalf to the relevant insurance company plus interest and/or any interest in arrears and/or late charges. The insurance cover will only take effect on the date when the repayment of the premium plus interest and/or late charges (if any) is received by the Bank. Repayment of the said sums will be debited to any of your account number(s) as stated in the Letter of Offer.

Mortgage Loan Assurance Plan ("MLAP")

Insurance against loss of life of the applicant(s) as stated in your loan application as the Bank shall require. The Bank shall effect the insurance with such insurance company as you may select from the Bank's approved lists and the Bank may accept any commission payable by such insurance company in respect thereof. You shall repay to the Bank the MLAP premium the Bank has paid on your behalf to the relevant insurance company plus interest and/or any interest in arrears and/or late charges. The insurance cover will only take effect on the date when the repayment of the premium plus interest and/or late charges (if any) is received by the Bank. Repayment of the said sums will be debited to any of your account number(s) as stated in the Letter of Offer.

8. Property Valuation

The Property held as security is subject to revaluation at your expense should the Bank consider this to be necessary. **Payment of valuation fees will be debited to your account in the Bank's books.** If upon such revaluation the Bank shall consider that the security is insufficient you shall upon request provide such further security as the Bank shall require whether in cash or otherwise.

9. Use of Property

You will use the Property as the private residence of you and your immediate family only and in case you are a limited company, society or partnership, you will use the Property as the private residence of one of your directors, officers or, as the case may be, partners and his/her immediate family only.

10. Default

Subject to the Bank's overriding right to request repayment on demand at the Bank's sole discretion as may be contained in the terms of the mortgage/legal charge/equitable charge, immediately upon default in payment of any instalment or amount due or breach of the terms of the mortgage/legal charge/equitable mortgage, the Bank shall have the right to declare the outstanding principal amount of the loan, accrued interest and outstanding balance of any other facilities immediately due and payable. A statement of demand signed by the Bank's authorised officer shall be conclusive evidence that the sum stated therein is due and owing by you.

11. Tenancies

The creation of leases and tenancies without the Bank's prior written consent is prohibited and will constitute a breach of the terms and conditions of the mortgage/legal charge. Any consent on our part to the creation of a lease or tenancy may be subject to such terms and conditions as the Bank deems appropriate, including changes to the terms and conditions on which these facilities are made available to you and the levy of an administration fee as prescribed by the Bank from time to time.

12. Variation/Withdrawal

Approval of an advance or overdraft may be varied or withdrawn at any time before the advance is in fact made notwithstanding any purported acceptance by you.

13. Arrangement Fee

The Arrangement Fee stated in the Letter of Offer shall be paid by you to the Bank on demand irrespective of whether or not this offer is accepted or any advance is made.

14. Validity Of Offer

This Letter of Offer is valid for a period of forty-five days from the date hereof.

15. Miscellaneous

- a. Each of the rights, powers and remedies given to the Bank under these Terms and Conditions shall be cumulative and in addition to all other rights, powers and remedies given to the Bank by virtue of any security, statute or rule of law or equity. Where from time to time any specific agreement is concluded between you and the Bank and is intended by its terms to govern a particular transaction, such other agreement shall apply to such transaction in conjunction with these Terms and Conditions. If there is any conflict between such other agreement and these Terms and Conditions, the terms of such other agreement to the extent that they are valid and enforceable shall prevail in respect of such transaction.
- b. Any forbearance or delay by the Bank in exercising any right, power or remedy shall not be deemed to be a waiver of such right, power or remedy and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof and no course of dealing between the Bank and you nor any waiver in any one or more instances shall be deemed a waiver in any other instance. Each of the Bank's rights, powers and remedies shall continue in full force and effect until such rights, powers or remedies are specifically amended or waived by an instrument in writing executed by the Bank.
- c. Any provision in these Terms and Conditions which is invalid for any reason in any jurisdiction shall be ineffective only to the extent of such invalidity and shall not affect the validity of the remaining provisions hereof or the validity of such provision in any other jurisdiction. Nothing in these Terms and Conditions shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of Hong Kong.
- d. These Terms and Conditions shall operate for the benefit of the Bank and its successors and assignees, notwithstanding any change by way of amalgamation, consolidation or otherwise in the constitution of the Bank or of any such successor or assignee. The Bank may assign or otherwise transfer all or any of its rights and interests under these Terms and Conditions and any transaction to which these Terms and Conditions relate. You may not assign or transfer any of your rights or obligations under these Terms and Conditions.

16. Interpretation

- a. These Terms and Conditions have been arranged into separate clauses and paragraphs for convenience only. Any of the Terms and Conditions in any clause or paragraph shall, where the context permits or requires, apply equally to transactions dealt with under other clauses or paragraphs. Clause headings are for ease of reference only and shall have no legal effect.
- b. Where the undersigned consist of more than one person or where the undersigned is a firm consisting of two or more persons, the liabilities of the undersigned shall be joint and several liabilities of each such person and references to you shall be construed as references to each and/or any such persons and the liabilities of such persons shall not be effected by the death, bankruptcy, retirement, disability or other incapacity of any person or in the case of a partnership, the admission of any new partner or any partner leaving the partnership or the occurrence of any other event which may dissolve any such partnership.
- c. References herein to any person shall include a firm or corporation. Words importing the singular shall include the plural and vice versa and words importing a gender shall include every gender.

17. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region, People's Republic of China ("Hong Kong") and you hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts. You agree that any writ, summons, order, judgment or other document shall be deemed duly and sufficiently served on you if addressed to you and left at or sent by post to your address last known to the Bank. The foregoing shall not limit the Bank's right to serve process on you in any manner permitted by law in any jurisdiction.

18. Data Privacy

(For all customers)

You agree that all personal data relating to you collected by the Bank from time to time may be used and disclosed for such purposes and to such persons (whether in or outside Hong Kong) as may be in accordance with the Bank's policies on use and disclosure of personal data set out in statements, circulars, terms and conditions or notices made available by the Bank to its customers from time to time and such data may be (i) used in connection with matching procedures (as defined in the Personal Data (Privacy) Ordinance), and (ii) disclosed (by way of bank references or otherwise) to any financial institution with which you have or propose to have dealings to enable such financial institution to conduct credit checks on you.

(In addition for limited companies)

The Bank is authorised to disclose any information regarding you to all or any of (i) any financial institution with which you have or propose to have dealings; (ii) any actual or proposed participant or sub-participant in, or assignee, novatee or transferee of any of the Bank's rights in relation to you; (iii) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, securities clearing, credit reference or checking, debt collection or other services or facilities to the Bank in connection with the operation of its business; and (iv) any other person under a duty of confidentiality to the Bank or any SCB Group Company.

19. Consent

- a. Subject to applicable local Hong Kong laws, you hereby consent for the Bank or any of SCB Group Companies to share your information with local or overseas regulators or tax authorities where necessary to establish your tax liability in any jurisdiction. (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information)
- b. You agree and undertake to notify the bank within 30 calendar days if there is a change in any information which you have provided to the Bank.
- c. Where required by local or overseas regulators or tax authorities, you consent and agree that the Bank may withhold, and pay out, from your account(s) such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities and directives.

20. Enforcement/Indemnity

The Bank may take such action as it in its absolute discretion thinks fit to enforce its rights in respect of these credit facilities including without limitation employing third party agencies to collect any sum owing to the Bank. You will reimburse upon demand and indemnify the Bank against all costs and expenses (including, without limitation valuation fee and charges of any third party agent employed as aforesaid and legal fees and costs on an indemnity basis) which are of reasonable amount and were reasonably incurred by the Bank in connection with the mortgage/legal charge/equitable charge or in suing for or recovering any sum due to the Bank in connection with these credit facilities or otherwise for the enforcement of the Bank's rights.

21. Fees and Charges

All fees and charges chargeable by the Bank in connection with the mortgage loan are as prescribed by the Bank from time to time and published in the service charge leaflet which can be obtained upon request at any of the Bank's branch offices.

22. No derogation from Mortgage/Legal Charge

The Terms and Conditions stated herein shall be in addition to and shall not derogate from those contained in the equitable mortgage or mortgage/legal charge in the Bank's favour and may be altered from time to time by the Bank by notice to you.

23. Combination of Accounts/Set-off

- a. In addition to and without prejudice to the Bank's right of set off at law and notwithstanding anything contained to the contrary in the mortgage/legal charge/equitable charge or any other agreements from time to time subsisting between the Bank and you, the Bank may at any time and without prior notice to you set off, transfer or apply, and you authorise each company of the Standard Chartered Group being Standard Chartered Bank (including all its branches) ("SCB"), the parent or any subsidiary or associated company of SCB ("SCB Group Company") to transfer or release to the Bank upon request, all or any of the credit balances in any account (whether or not in Hong Kong, and in whatever currency) which you (or any one or more of you) maintains with the Bank or any SCB Group Company, whether singly or jointly with any other person, and whether or not matured or subject to notice, in or towards discharging your liabilities (whether present or future, actual or contingent) to the Bank and/or any SCB Group Company, including without limitation your liabilities in respect of these facilities and/or under these Terms and Conditions. Credit balances in a currency other than the currency of your liabilities shall be converted to the latter currency at the Bank's prevailing rate of exchange on the date of conversion.
- b. The circumstances in which the Bank will exercise its right of set-off include without limitation the following:
 - i. any of your liabilities to the Bank become overdue,
 - ii. any attachment, execution or similar process is levied against you,
 - iii. an act of bankruptcy is committed by you or a petition in bankruptcy is filed by or against you,
 - iv. a receiver is appointed of all or any substantial part of your assets, or
 - v. the Bank has reason to believe that you are unable to pay your debts when due.

24. English Version to Prevail

In the event of any discrepancy between the Chinese and English versions of these Terms and Conditions, the English version should prevail.

Supplementary Terms and Conditions

In addition to the General Terms and Conditions, the following Supplemental Terms and Conditions shall also apply to the particular mortgage loan scheme(s) as set out below, in case there is any conflict or inconsistency between the General Terms and Conditions and the Supplemental Terms and Conditions, the Supplemental Terms and Conditions shall prevail.

A. Home Equity Overdraft / Mortgage Overdraft

Clause 22 of the General Terms and Conditions shall not be applicable.

The following additional terms and conditions shall apply:

25. Mortgage Overdraft Limit

- (i) Home Equity Overdraft (for Home Equity Plus - subject to sub-clause (iii) the mortgage overdraft facility will only be made available to you through the current account in your name(s) and held with the Bank as agreed and approved by the Bank from time to time (the "Overdraft Account").
- (ii) Mortgage Overdraft (for Equitable Mortgage) - subject to sub-clause (iii), the mortgage overdraft facility will only be made available to you through the current account as stated in the Letter of Offer or other current account in your name(s) and held with the Bank as agreed and approved by the Bank from time to time (the "Overdraft Account"). Upon the execution of the "all monies" equitable mortgage over the property, the full overdraft facility together with the mortgage loan will be available for drawdown at the same time solely for the completion of the purchase of the property through the solicitors representing the Bank. Thereafter, upon receipt of the Bank's solicitors' confirmation on the completion of purchase of the property and mortgage transaction, any undrawn overdraft facility will become available to you.
- (iii) Overdraft Limit - the amount drawn by you under the overdraft facility made available to you shall not exceed the overdraft limit granted to you or other credit limit as agreed by the Bank. The Bank may at its sole discretion decide whether to honour or decline to honour your cheques and payment instructions if payment would result in the overdraft or such other credit limits being exceeded or to charge a processing fee in an amount to be determined by the Bank from time to time if the Bank agrees to honour such cheques and payment instructions. Any cheques deposits or other forms of deposits for the credit of your Overdraft Account are received by the Bank on a collection basis and that uncleared funds will not be taken into account in determining the balance available under the overdraft facility limit.

26. Interest

The Bank will charge interest on the outstanding debit balance on your Overdraft Account calculated at the rate of interest stated in the Letter of Offer but the rate may be increased or decreased at any time at the Bank's sole discretion. Interest will accrue on a daily basis and will be debited at monthly intervals to your Overdraft Account. Any excess on top of the agreed limit will be subjected to interest charged at the Bank's prevailing casual overdraft rate as determined by the Bank from time to time.

27. Renewal Fee

On each anniversary of the first date of drawdown a renewal fee will be charged to your Overdraft Account at a rate calculated by reference to the Overdraft Account as notified by the Bank from time to time.

28. Monthly Repayment

This mortgage overdraft facility is a revolving credit and amounts of principal repaid may, at the Bank's sole discretion and subject to these Terms and Conditions be redrawn. The minimum monthly repayment (as specified in the Letter of Offer) must be paid on or before the date falling one month after the statement date for your Overdraft Account ("Monthly Repayment Date"). The Bank may in its absolute discretion alter the minimum monthly repayment and/or the Monthly Repayment Date and give notice of such change prior to such alteration.

29. Review/Termination

The Bank will review your mortgage overdraft facility periodically and the Bank may at any time, by notice to you at your address for delivery of statements, terminate or suspend your mortgage overdraft facility and/or require immediate payment of all amounts outstanding in respect of your mortgage overdraft facility and all accrued interest and other sums due thereon. A statement of demand signed by the Bank's authorised officer shall be conclusive evidence that the sum stated therein is due and owing by you.

30. Restructure of Mortgage Overdraft into Mortgage Loan

The Bank may at any time, at its sole discretion, restructure your outstanding mortgage overdraft balance, including any interest accrued, into (i) a mortgage loan to be combined with the outstanding balance of your mortgage loan and subject to the terms and conditions governing the mortgage loan; or (ii) a fixed loan.

31. Redemption/Run off

If you choose to redeem your mortgage loan in full or upon the expiry of your mortgage loan in accordance with these Terms and Conditions, the mortgage overdraft limit will be cancelled immediately upon your full early repayment or the last scheduled payment date of your mortgage loan, whichever is earlier. The mortgage overdraft's outstanding balance, including any accrued debit interest, must be fully repaid on or before the cancellation of the mortgage overdraft limit.

32. Combination of Accounts / Set-off for Overdraft Facility

a. Equity Mortgage and Home Equity Overdraft

In addition to and without prejudice to the Bank's right of set off at law and notwithstanding anything contained to the contrary in the mortgage/legal charge/equitable charge or any other agreements from time to time subsisting between the Bank and you, the Bank may at any time and without prior notice to you set off, transfer or apply, and you authorise each company of the Standard Chartered Group being Standard Chartered Bank ("SCB"), the parent or any subsidiary or associated company of SCB ("SCB Group Company") to transfer or release to the Bank upon request, all or any of the credit balances in any account (whether or not in Hong Kong, and in whatever currency) which you (or any one or more of you) maintains with the Bank or any SCB Group Company, whether singly or jointly with any other person, and whether or not matured or subject to notice, in or towards discharging your liabilities (whether present or future, actual or contingent) to the Bank and/or any SCB Group Company (as defined in this Clause 32(a)); including without limitation your liabilities in respect of these facilities and/or under these Terms and Conditions. Credit balances in a currency other than the currency of your liabilities shall be converted to the latter currency at the Bank's prevailing rate of exchange on the date of conversion.

b. Mortgage Loan and Mortgage Overdraft

In addition to and without prejudice to the Bank's right of set off at law and notwithstanding anything contained to the contrary in the mortgage/legal charge/equitable charge or any other agreements from time to time subsisting between the Bank and you, the Bank may at any time and without prior notice to you set off, transfer or apply, and you authorise each SCB Group Company (as defined in Clause 32(a) above) to transfer or release to the Bank upon request, all or any of the credit balances in any account (whether or not in Hong Kong, and in whatever currency) which you (or any one or more of you) maintains with the Bank or any SCB Group Company, whether singly or jointly with any other person, and whether or not matured or subject to notice, in or towards discharging your liabilities (whether present or future, actual or contingent) to the Bank and/or any SCB Group Company (as defined in Clause 32(a) above); including without limitation your liabilities in respect of your loan account, Overdraft Account and/or under these Terms and Conditions. Credit balances in a currency other than the currency of your liabilities shall be converted to the latter currency at the Bank's prevailing rate of exchange on the date of conversion.

c. The circumstances in which the Bank will exercise its right of set-off include without limitation the following:

- i. any of your liabilities to the Bank become overdue,
- ii. any attachment, execution or similar process is levied against you,
- iii. an act of bankruptcy is committed by you or a petition in bankruptcy is filed by or against you,
- iv. a receiver is appointed of all or any substantial part of your assets, or
- v. the Bank has reason to believe that you are unable to pay your debts when due.

32. Cancellation Fee for Home Equity Overdraft

A cancellation fee will be charged at the rate of 1% on the limit of your Home Equity Overdraft at the material time if cancellation takes place within the first two years of the opening of the Overdraft Account.

B. BusinessOne

Clause 1 of the General Terms and Conditions shall be replaced by the following:

1. Interest Rate

Interest in relation to the mortgage loan and credit facility (collectively, the "BusinessOne Facility") made available to you under the Letter of Offer shall be calculated with monthly rests at the rate of interest stated in the Letter of Offer but the rate may be increased or decreased at any time at the Bank's sole discretion. Any such increase or decrease shall be reflected in the amount of the monthly instalments or repayment period at the Bank's sole discretion. Any alteration in the amount of instalments will be effected on the second instalment date following the change of interest rate. The amount of funds deposited into your BusinessOne current account will earn interest ("BusinessOne Interest") at the rate of interest stated in the Letter of Offer or such other rate as the Bank may determine from time to time provided that no BusinessOne Interest will be payable (i) in respect of such amount of funds which exceeds the then outstanding principal of the BusinessOne Facility and (ii) to the extent that the BusinessOne Interest exceeds the amount of interest chargeable on the BusinessOne Facility in the relevant monthly instalment. BusinessOne Interest shall be calculated daily and be applied in full to set off interest payable in respect of the BusinessOne Facility in the relevant monthly instalment.

The following additional term shall apply:

24. Annual Maintenance Fee

On each anniversary of the first date of drawdown, a maintenance fee will be debited from your BusinessOne current account at such rate as may be notified by the Bank from time to time.

按揭服務的一般條款和條件

隨本文件附上的要約書（“要約書”）中所述由本行批予閣下的貸款服務及將來批予閣下的貸款服務，均須符合以下的規定(i)在下述適用於有關類別的貸款服務的一般條款和條件，及(ii)就以下任何一項計劃而言，有關的補充條款和條件：

- A. 樓宇按揭貸款透支/樓宇按揭貸款透支服務
- B. BusinessOne

一般條款和條件與補充條款和條件以下合稱為“條款和條件”。

1. 利率

要約書中所列按揭貸款而言的此一項/數項貸款之利率將以月結，惟銀行有全權隨時酌情將利率增加或減低。渣打銀行(香港)有限公司亦可完全酌情決定因利率升降而更改每月還款額或還款期。每月還款額的改變將會在利率更改後的第二期還款日生效。

2. 還款

在根據按揭/法定抵押/衡平法抵押所列的條款下，銀行有凌駕性的完全酌情權自行決定要求即時還款的規限下，按揭貸款及利息將會以每月分期還款，而其中的本金及利息之攤分將可由銀行完全酌情決定。還款將由銀行貸出按揭貸款日期後一個月開始，按月由貸款人在要約書所列之戶口扣除，但須符合以下的規定：

a. 還款假期

閣下可在符合銀行不時全權酌情決定的條款及細則下向銀行申請暫緩支付閣下的每月還款額（“還款假期”），但該申請的批核由銀行全權酌情決定。閣下在還款假期期間須償還的本金及利息將在餘下的貸款年期中再行攤還。還款假期期間，除閣下提早取消還款假期外，閣下不能更改按揭貸款之任何條款或細則，包括但不限於增加或減少貸款本金、更改每月供款日期、每月供款額、供款年期或提早全數清還按揭貸款。

b. 須扣稅款

所有向本行支付的款項須全數支付，不作出任何抵銷、反索償、扣減或預扣（包括為任何稅項作出者）。若任何付款根據法律規定須就任何稅項作出任何扣減或預扣，所付款額將增加，以致在作出所須扣減或預扣後由本行收到的款額相等於本須支付的款額。

3. 逾期還款收費

閣下如未能支付任何已到期的還款額，銀行將在閣下拖欠還款期間，每逾期一月（不足一個月亦作一個月計）便收取最低費用（逾期還款收費將按銀行不時之通知收取）。

4. 抵押

a. 已落成物業

此等貸款及將來提供的貸款將以要約書中所列物業的“全額”按揭/法定抵押擔保，抵押文件的格式由銀行規定，並由銀行的代表律師在查核物業的業權之後擬定。一切律師費和有關支出概由閣下負擔，不論是否已提供貸款。如因任何原因未能提供滿意的物業產權證明，銀行將不會提供此等貸款並將取消有關的貸款安排。對於閣下因上述貸款安排被取消而蒙受的任何損失或損害或招致任何費用或支出，銀行概毋須對閣下負責。

b. 建築中物業

此等貸款及將來提供的貸款將以對閣下在要約書中所列物業擁有的權益所設立的“全額”衡平法抵押擔保，該衡平法抵押將盡快以“全額”按揭/法定抵押代替，兩項抵押文件的格式均由銀行規定，並由銀行的代表律師在查核物業的業權之後擬定。一切律師費和有關支出概由閣下負擔，不論是否已提供貸款。如因任何原因未能提供滿意的物業產權證明，銀行將不會提供此等貸款並將取消有關的貸款安排。對於閣下因上述貸款安排被取消而蒙受的任何損失或損害或招致任何費用或支出，銀行概毋須對閣下負責。

c. 住客的同意

在銀行的要求下，閣下須簽署一份格式由銀行規定的問卷及確認書，申報物業中其他住客的身分及閣下與物業中其他住客的關係。作為取得貸款的先決條件，該等住客須簽署一份格式由銀行可完全酌情規定的確認書或以銀行可完全酌情規定的方式，聲明該等住客對物業並無任何權利或權益及/或同意抵押文件的訂立及/或放棄其對物業的權利。

5. 提前贖回物業

a. 已落成物業

閣下有權贖回物業，但必須向銀行發出一個月書面通知，說明閣下擬贖回物業，並須支付在通知期屆滿時應付給銀行及/或任何銀行集團公司（定義見本文第二十二條）的所有款項。有關贖回物業的一切律師費及有關支出概由閣下負擔。如在取得貸款的第一年內，或就延期還款計劃/淨息供款計劃而言，在取得貸款的頭兩年內，或要約書中訂明的期間提前償還全部貸款，銀行將按要約書規定收取費用。

b. 建築中物業

閣下有權贖回物業，但必須向銀行發出一個月書面通知，說明閣下擬贖回物業，並須支付在通知期屆滿時應付給銀行及/或任何銀行集團公司（定義見本文第二十二條）的所有款項。有關贖回物業的一切律師費及有關支出概由閣下負擔。如在發出物業的入伙紙或辦妥按揭/法定抵押手續代替衡平法抵押之前或在取得貸款的第一週年日（以較後發生者為準）提前償還全部貸款，銀行將按要約書規定收取費用。

c. 贖回物業行政費

如根據上文(a)及(b)款所述提前贖回物業，在提前贖回物業時亦須繳付贖回物業行政費（由銀行不時通知）。

6. 提前償還部分貸款

閣下可提前償還部分貸款，但必須經銀行酌情批准，而且按揭貸款的餘額不得少於港幣200,000元或銀行不時決定的其他款額，同時閣下須至少提前14天以書面通知銀行。提前償還部分貸款的最低款額為港幣50,000元或銀行不時決定的其他款額，閣下並須繳付提前償還部分貸款費及手續費（由銀行不時通知）。

7. 保險

火險或綜合保險

a. 樓宇按揭貸款

i). 對於貸款申請表中所列的風險及銀行要求投保的其他風險的損失或損害保險由銀行以有關各方的名義在閣下從銀行認可的名單中選擇的公司或

代理公司進行投保，而銀行可為此接受該公司或代理公司支付的任何佣金。除銀行同意閣下之要求外，用以計算保險費的保險金額應為貸款額，或重建價。若閣下選擇重建價，閣下必須安排一間銀行認可的測計師行每年提供估價報告給銀行。經閣下要求，銀行也可代為安排估價，並收取有關服務費用。閣下應根據按揭/法定抵押的條款向銀行償還保險費。保險僅在提供貸款的日期起生效。繳付的保險費及其後的續保費用連同銀行代辦估價費用（如適用）將在要約書中所列閣下的戶口中扣除。

- ii). 若閣下在銀行事先批准之下自行安排投保，該等保險應包括上述(a)(i)項所列的各項保險，閣下並須在貸款取用日期前七天將所需保單正本及保費收據正本及若閣下選擇用重建價投保，連同估價報告交予銀行，否則銀行有權酌情根據上述(a)(i)項所述投保。
 - iii). 若閣下未有投保所需保險或提供有關的估價報告或繳付任何保險費及續保費，銀行有權代閣下投保所需保險及/或先繳付估價費用及/或上述保費，其後再從要約書中所列閣下的戶口中扣除該等款項。
- b. 建築中物業
- i). 在銀行可完全自行酌情決定在與物業等事項有關的入伙紙或合格證明書（如適用）發出之前無須投保。
 - ii). 在與物業等事項有關的入伙紙或合格證明書（按上文(b)(i)款以適用者為準）發出後及在此等貸款的有效期內，銀行將對上述(a)(i)項所列風險就閣下擁有的物業權益進行投保，保額按銀行不時要求。若閣下自行安排投保，保險應包括上述(a)(i)項所列的各項風險，而保額則要符合銀行要求，閣下並須在與物業等事項有關的入伙紙或合格證明書（按上文(b)(i)項以適用者為準）發出後七天內將保單正本及保費收據正本交予銀行，否則銀行將根據上述(a)(i)項所述投保。若閣下未有繳付所需保金及續保費用，銀行有權按上述(a)(iii)項規定為代閣下繳付。
- c. 與發展商共同安排的特別項目
- 在安排按揭貸款之時同意的免保險期終止時，須按照上述(a)(i)項及(a)(ii)項投保足額的保險。

樓宇按揭壽險

對於銀行在貸款申請表所列要求閣下投保的身故或永久性傷殘保障，銀行可向閣下從銀行認可的名單中選擇的保險公司進行投保，而銀行可為此接受該公司支付的任何佣金。閣下應向銀行償還銀行代閣下向有關的保險公司繳付的樓宇按揭壽險保費，加上利息及/或任何欠款利息及/或逾期付款收費。保險僅在銀行收到上述保費以及利息及/或逾期付款收費（如有）之日起生效。繳付的上述費用會於閣下在要約書中所列的戶口中扣除。

樓宇按揭貸款壽險計劃

對於銀行在貸款申請表所列要求閣下投保的身故保障，銀行可向閣下從銀行認可的名單中選擇的保險公司進行投保，而銀行可為此接受該公司支付的任何佣金。閣下應向銀行償還銀行代閣下向有關的保險公司繳付的樓宇按揭貸款壽險計劃保費，加上利息及/或任何欠款利息及/或逾期付款收費。保險僅在銀行收到上述保費以及利息及/或逾期付款收費（如有）之日起生效。繳付的上述費用會於閣下在要約書中所列的戶口中扣除。

8. 物業估價

若銀行認為有必要，抵押物業須重新估價，費用由閣下負擔。估價費用將從閣下在銀行帳簿中的戶口中扣除。若經重新估價後，銀行認為抵押不足，閣下應按銀行要求以現金或其他方式提供銀行要求的其他抵押。

9. 物業的使用

物業僅可供閣下及閣下之直系親屬作自住用途，如閣下是有限公司、社團或合夥公司，物業僅可供閣下的一名董事、高級人員或（視屬何情況而定）合夥人及其直系親屬作自住用途。

10. 違約

在銀行根據按揭/法定抵押/衡平法抵押所列的條款擁有凌駕性的酌情權要求即時還款的條件下，如閣下並未繳付任何分期還款額或到期款項或違反按揭/法定抵押/衡平法抵押的條款，銀行有權即時宣佈貸款中未償還本金金額、應計利息及其他貸款中未償還的結欠款項立即到期償還。由銀行授權的人員簽署的要求付款通知書應作為閣下欠銀行該通知書上所述款項的確證。

11. 租務

在未經銀行事先書面同意，不可訂立租約，不遵守此規定將構成違反按揭/法定抵押的條款和條件的行為。銀行在同意訂立租約時，可設定銀行認為適當的條款及條件，包括對提供予閣下的此項貸款的條款和條件的修改及繳付有關的手續費（由銀行不時釐定）。

12. 變更/撤銷

實際提供貸款或透支之前，貸款或透支的批准可隨時變更或撤銷，不論閣下是否已聲稱接受該貸款或透支。

13. 安排費

閣下應按要求向銀行支付要約書中所列的安排費，不論閣下是否已接受此要約，也不論銀行是否提供貸款。

14. 要約有效期

要約書自本條款和條件之日起四十五天期內有效。

15. 其他規定

- a. 銀行根據在此所述條款和條件享有的權利、權力和補救方法是累積的，並且附加於銀行因抵押、法例或普通法或衡平法的規定而享有的所有其他權利、權力和補救方法。若閣下與銀行不時訂立特定協議，而該協議條款擬規管另一特定交易，則該協議應與此等條款和條件一起適用於該項交易。若該協議與此等條款和條件有任何抵觸之處，就該項交易而言，只要該協議的條款有效而且可以執行，則應以該協議的條款為準。
- b. 銀行暫不行使或延遲行使任何權利、權力或補救方法，不應被視為放棄該項權利、權力或補救方法，單一次或部分行使任何權利、權力或補救方法亦不應妨礙銀行日後行使該項權利、權力或補救方法；另外，銀行在與閣下的往來及銀行在任何一次或多次情況中放棄任何權利、權力或補救方法也不應被視為在任何其他情況中放棄權利、權力或補救方法。銀行的權利、權力和補救方法應維持充分有效，直至該等權利、權力或補救方法經銀行簽署的文書特別加以修改或放棄為止。
- c. 此等條款和條件的任何規定如因任何原因在任何司法管轄區無效，該規定僅在上述情況中無效，不影響此等條款和條件中其他規定的有效性，也不影響該規定在其他司法管轄區的有效性。此等條款和條件的任何規定不應排除或限制香港法例所禁止排除或限制的任何責任。
- d. 儘管銀行或其繼承人和承讓人因合併、聯合或在其組成方面發生任何變化，銀行及其繼承人和承讓人仍繼續享有此等條款和條件的利益。銀行可轉讓或以其他方式轉移其在此等條款和條件下的全部或任何權利和權益及與此等條款和條件有關的任何交易。閣下則不得轉讓或轉移閣下在此等條款和條件下的任何權利或義務。

16. 解釋

- a. 此等條款和條件僅為方便而編定章節、段落。在文意許可或要求的情況下，任何章節、段落中的條款和條件同樣適用於其他章節、段落所處理的交易。標題僅為便於參考而設，並不具有法律效力。

- b. 若下列簽署人多於一名，或是由兩名或以上人士組成的商號，下列每名簽署人均需共同及各別負責任。凡提述閣下應被解釋為指上述每名及/或任何一名人士，而上述人士的責任不因任何人士的死亡、破產、退休、傷殘或喪失行為能力而受到影響；或就合夥公司而言，上述人士的責任也不因新合夥人加入或任何合夥人離開合夥公司或其他可能解散合夥公司的事件發生而受到影響。
- c. 在此等條款和條件中提述的任何人士應包括商號或公司。單數詞包括其複數詞，反之亦然，單性詞亦包括所有性別的詞。

17. 管轄法律及司法管轄區

此等條款和條件受中華人民共和國香港特別行政區（“香港”）法律管轄並按照香港法律解釋。閣下特此不可撤銷地服從香港法院的非專屬司法管轄權。閣下同意，任何令狀、傳票、命令、判決或其他文件，只要以閣下為收件人送交或以郵寄方式發至閣下最後為銀行所知的地址，應被視為已正式及充分地送達閣下。上述規定並不限制銀行以任何司法管轄區法律允許的方式向閣下送達傳票的權利。

18. 資料的私隱

(所有客戶)

閣下同意，銀行不時蒐集有關閣下之個人資料，可根據銀行不時備有供客戶索取之聲明、通函、通知或條款及條件所載有關使用及披露個人資料的政策，用於其中所述用途及向其中所述人士（不論在香港境內或境外）披露，且該等資料可(i)供核對程序（定義見《個人資料（私隱）條例》之用；及(ii)向與閣下已有或打算有交易的任何財務機構（以銀行信用查詢或其他方式）透露，使該財務機構能對閣下進行信貸調查。

(有限公司)

銀行有權將與閣下有關的資料向下列各方或任何一方披露：(i)與閣下已有或打算有交易的任何財務機構；(ii)銀行就任何與閣下有關的權益的實在或建議參與者或附屬參與者，或承讓人、新債權人或受讓人；(iii)任何代理人、承包商、或向銀行提供行政、電訊、電腦、繳費、證券結算、信用諮詢或信貸調查、追收欠款或其他與銀行業務運作有關的服務或設施的第三方服務供應者；及(iv)任何對銀行或渣打集團公司有保密責任的人士。

19. 同意

- a. 根據香港當地適用法律，閣下特此同意銀行或任何渣打銀行集團公司在確定閣下於任何司法管轄地的納稅責任需要時，與當地或海外監管機構或稅務部門共享閣下的資料。（例如：稅務條例及其規定，其中包括關於自動交換財務帳戶資料之條文）
- b. 閣下同意並承諾，若閣下向銀行提供的任何資料發生變化，閣下將於30個日曆日之內通知銀行。
- c. 若當地或海外監管機構或稅務部門規定，閣下同意銀行可根據適用法律、條例、與監管機構或稅務部門的協議、以及指令從閣下的賬戶中預扣及支付可能需要的相關款項。

20. 執行/賠償

銀行有可完全酌情決定權採取其認為適當之行動以行使銀行就貸款所享權利，包括但不限於僱用第三方代理人追討閣下欠銀行之任何數額。而銀行就按揭/法定抵押/衡平法抵押或進行訴訟或以其他方式追討此等貸款安排的欠款，或因行使銀行權利而合理引致的一切合理費用及其他支出（包括但不限於估價費以及上述第三方代理人的收費及以彌償基準計算之律師費及費用），閣下需應銀行要求以全數彌償基準全數賠償予銀行。

21. 費用/手續費

銀行就按揭貸款服務可收取的一切費用及手續費，該等費用由銀行不時訂明並刊登於服務收費小冊子，閣下可向銀行任何一間分行索取該小冊子。

22. 不影響按揭/法定抵押

在此所述條款和條件是附加於並且不影響以銀行為受益人的衡平法抵押及/或法定抵押所載的條款和條件，銀行可隨時透過向閣下發出通知而更改此等條款和條件。

23. 結合戶口/抵銷

- a. 儘管按揭/法定抵押/衡平法抵押或銀行與閣下不時存在之任何其他協議另有規定，除銀行依照法例享有之抵銷權外，在不影響銀行上述抵銷權之下，銀行還可毋需事先通知閣下，隨時將閣下（或多名申請人中的一位或多於一位）在銀行、渣打銀行（包括其所有分行）（“渣打”），渣打之母公司或其任何附屬公司或聯繫公司（“渣打集團公司”）開設之任何戶口（不論是否在香港開設，及不論是何種貨幣）之全部或任何存款結餘進行抵銷、轉賬或運用，以清償閣下對銀行及/或任何渣打集團公司所欠款項（不論是現在或將來的、實際或有待確定的），包括但不限於閣下就此等貸款及/或根據此等條款和條件所欠款項，不論上述戶口是個人或與任何其他人士聯名開設的，及不論是否已到期或須發給通知。閣下亦授權每一渣打集團公司在銀行要求時向銀行轉賬或放行上述戶口的全部或任何存款結餘。若上述存款結餘之貨幣有別於債務之貨幣，存款結餘須按銀行在兌換日之現行兌換率兌換為債務之貨幣。
- b. 銀行行使抵銷權之情況包括但不限於：(i)閣下欠銀行之任何債務逾期未還，(ii)他人對閣下進行任何扣押、查封或類似程序，(iii)閣下進行任何破產行為或閣下已提出或他人對閣下提出破產申請，(iv)已對閣下之全部或任何實質部分資產指定接管人，或(v)銀行有理由相信閣下無力償還到期債項。

24. 以英文本為準

本條款和條件之中文文本如與英文文本有歧異，概以英文文本為準。

補充條款和條件

除一般條款和條件外，以下補充條款和條件亦適用於下文所列的特定按揭貸款服務。如一般條款和條件與補充條款和條件有任何抵觸或歧異，以補充條款和條件為準。

A. 樓宇按揭貸款透支/樓宇按揭貸款透支服務

一般條款和條件第22條並不適用。

下列附加的條款和條件應予適用：

25. 按揭貸款透支限額

- (i) 樓宇按揭貸款透支（適用於樓宇按揭貸款服務）－ 在符合第(iii)項規定的條件下，按揭貸款透支服務只會透過要約書中訂明的往來戶口或經銀行不時同意及批准的以閣下名義在銀行開設的其他往來戶口（“透支戶口”）向閣下提供。
- (ii) 樓宇按揭貸款透支服務（適用於樓宇按揭貸款）－ 在符合第(iii)項規定的條件下，按揭貸款透支服務只會透過要約書中訂明的往來戶口或經銀行不時同意及批准的以閣下名義在銀行開設的其他往來戶口（“透支戶口”）向閣下提供。物業的“全額”衡平法抵押文件一經簽署，閣下即可同時取用全部透支限額以及按揭貸款作為透過銀行的代表律師以完成物業的買賣的用途。而未經取用的透支限額需待收到銀行代表律師確認已辦妥物業買賣及按揭手續後，方可取用。
- (iii) 透支限額－ 閣下根據透支服務取用的款項不得超出銀行批准閣下的透支限額或銀行同意的其他信貸限額。在銀行付款會導致超出上述透支或其他信貸限額的情況下，銀行可完全酌情決定承兌或拒絕承兌閣下發出的支票及遵從或拒絕遵從閣下的付款指示，又如銀行同意承兌閣下發出的支票及遵從閣下的付款指示，銀行可完全酌情決定收取手續費，金額由銀行不時決定。任何存入閣下透支戶口的支票存款或其他方式的存款均由銀行代收，未結算款項將不會用於確定閣下根據透支服務享有的剩餘透支限額。

26. 利息

銀行將就閣下透支戶口中未償還的總結欠收取利息，其利率將如要約書中所列計算，惟銀行可完全酌情決定隨時將該利率增加或減低。利息逐日計算，並每月從閣下的透支戶口中扣除。對超出核定透支限額的任何透支限額銀行須收取利息，利率按銀行不時確定的銀行現行的臨時透支利率計算。

27. 續期費

於首次提款日的每個週年日，銀行將從閣下的透支戶口中扣除續期費，續期費參照透支戶口的情況按銀行不時通知的收費率計算。

28. 每月還款

本按揭透支貸款是一項循環信貸，已償還的本金金額可由銀行完全酌情決定在遵守此等條款和條件下由閣下重新取用。閣下須於閣下的透支戶口月結單日期後一個月之日（“每月還款日”）或該日之前支付每月最低還款額（如要約書中規定）。銀行可完全酌情決定更改每月最低還款額及/或每月還款日，並在更改之前發出更改通知。

29. 審核/終止

銀行會定期審核閣下的按揭透支情況，並可隨時按閣下收取月結單的地址向閣下發出通知，終止或暫時中止閣下的按揭透支及/或要求閣下即時支付閣下尚未償還的全部按揭透支款項及所有應計利息及其他應繳付款項。由銀行授權的高級人員簽署的要求付款通知書應作為閣下欠銀行該通知書中所述款項的確認。

30. 按揭透支重組為按揭貸款

銀行可隨時完全酌情決定將閣下未償還的按揭透支總結欠（包括應計利息）重組為(i)按揭貸款，並與閣下的按揭貸款未償還結欠相結合，並共同受有關按揭貸款的條款和條件所規限；或(ii)定額貸款。

31. 清償/期滿

閣下如選擇按此等條款規定全數清償按揭貸款，或在閣下的按揭貸款期滿之時清償按揭貸款，按揭透支限額將在閣下提前全數清償貸款之時或在閣下的按揭貸款最後預定還款日（以較早發生者為準）立即取消。未償還的按揭透支總結欠，包括任何欠繳的應計利息，必須於按揭透支限額取消之時或之前全數清還。

32. 結合戶口/抵銷（適用於貸款透支服務）

a. 樓宇按揭貸款及樓宇按揭貸款透支

儘管按揭/法定抵押/衡平法抵押或銀行與閣下不時存在之任何其他協議另有規定，除銀行依照法例享有之抵銷權外，在不影響銀行上述抵銷權之下，銀行還可毋需事先通知閣下，隨時將閣下（或多名申請人中的一位或多於一位）在銀行，渣打銀行（包括其所有分行）（“渣打”），渣打之母公司或其任何的銀行的附屬公司或聯繫公司（“渣打集團公司”）開設之任何戶口（不論是否在香港開設，及不論是何種貨幣）之全部或任何存款結餘進行抵銷、轉賬或運用，以清償閣下對銀行及/或任何渣打集團公司所欠款項（不論是現在或將來的、實際或有待確定的），包括但不限於閣下就貸款戶口及/或根據此等條款和條件所欠款項，不論上述戶口是個人或與任何其他人士聯名開設的，及不論是否已到期或須發給通知。閣下亦授權每一渣打集團公司在銀行要求時向銀行轉賬或放行上述戶口的全部或任何存款結餘。若上述存款結餘之貨幣有別於債務之貨幣，存款結餘須按銀行在兌換日之現行兌換率兌換為債務之貨幣。

b. 按揭貸款及按揭透支

儘管按揭/法定抵押/衡平法抵押或銀行與閣下不時存在之任何其他協議另有規定，除銀行依照法例享有之抵銷權外，在不影響銀行上述抵銷權之下，銀行還可毋需事先通知閣下，隨時將閣下（或多名申請人中的一位或多於一位）在銀行或任何渣打集團公司（定義見上文第32a條）開設之任何戶口（不論是否在香港開設，及不論是何種貨幣）之全部或任何存款結餘進行抵銷、轉賬或運用，以清償閣下對銀行及/或任何渣打集團公司（定義見上文第32a條）所欠款項（不論是現在或將來的、實際或有待確定的），包括但不限於閣下就貸款戶口、透支戶口及/或根據此等條款和條件所欠款項，不論上述戶口是個人或與任何其他人士聯名開設的，及不論是否已到期或須發給通知。閣下亦授權每一渣打集團公司在銀行要求時向銀行轉賬或放行上述戶口的全部或任何存款結餘。若上述存款結餘之貨幣有別於債務之貨幣，存款結餘須按銀行在兌換日之現行兌換率兌換為債務之貨幣。

c. 銀行行使抵銷權之情況包括但不限於：(i)閣下欠銀行之任何債務逾期未還，(ii)他人對閣下進行任何扣押、查封或類似程序，(iii)閣下進行任何破產行為或閣下已提出或他人對閣下提出破產申請，(iv)已對閣下之全部或任何實質部分資產指定接管人，或(v)銀行有理由相信閣下無力償還到期債項。

33. 取消費用（只適用於樓宇按揭貸款透支服務）

若透支戶口在開設的頭兩年內取消，將按閣下於關鍵時間的樓宇按揭貸款透支限額的1%收取取消費用。

B. BusinessOne

一般條款和條件第1條以下文取代：

1. 利率

根據要約書向閣下提供的按揭貸款及信貸安排（合稱「BusinessOne」貸款）應按要約書訂明的利率月結，但銀行可隨時全權酌情決定增加或減低利率。銀行亦可全權酌情決定因利率的增減而更改每月還款額或還款期。還款額的更改從利率更改後的第二期還款日起生效。

閣下BusinessOne往來戶口（「該戶口」）內的存款將按要約書訂明的利率或銀行不時決定的其他利率計息（「該戶口利息」），但(i)如存款額超過BusinessOne貸款的未償還本金，及(ii)如該戶口利息超過在有關的該月供款中銀行就BusinessOne貸款可收取的利息，則銀行不會支付該戶口利息。該戶口利息逐日計息，並全數用以抵銷在有關的該月供款中閣下就BusinessOne貸款須支付的利息。

下列附加條款應予適用：

24. 維持年費

於首次提款日的每個周年日，銀行將從閣下的BusinessOne往來戶口中扣除維持費，維持費按銀行不時通知的收費率計算。