

# 南洋商業銀行「交稅貸輕鬆」申請表 Nanyang Commercial Bank Ltd. "Easy Tax Loan" Application Form

## 貸款額及還款安排 LOAN AND REPAYMENT ARRANGEMENT

### 稅務貸款用途 Purpose of the Tax Loan

- 用作繳付薪俸稅 For payment of Salaries Tax  
(不論是否以個人入息課稅釐定 whether or not assessed under Personal Assessment)
- 用作繳付利得稅或物業稅 For payment of Profit Tax or Property Tax
- 用作繳付以個人入息課稅釐定之利得稅及/或物業稅  
For payment of Profit Tax and/or Property Tax assessed under Personal Assessment

額外貸款用途 Purpose of the Additional Loan \_\_\_\_\_

貸款(包括稅務貸款及額外貸款)申請金額(港幣)  
Amount of loan requested : \_\_\_\_\_ (最低港幣10,000元)  
(including Tax Loan and Additional Loan): HK\$ \_\_\_\_\_ (Minimum HK\$10,000)

(若以夫婦聯名申請，貸款額應為二人合計。)  
(For joint application with spouse, please fill in the aggregate loan amount.)

還款期 Repayment Tenor  6個月 Months  12個月 Months  18個月 Months

請向本行職員索取每月還款表以計算每月還款金額，並了解有關費用、收費以及利率詳情。

Please obtain the monthly repayment schedule from our staff for details of monthly repayment amount, fees, charges and interest rates.

	提取貸款日期 Drawdown Date	稅款到期日 Tax Due Date	應繳稅款總金額(港幣)—— Total Tax Payable HK\$
第一期 1 <sup>st</sup> Instalment			第二期提取貸款只適用於第二期應繳稅款金額達港幣1萬元或以上之申請人。 2 <sup>nd</sup> Instalment Drawdown is applicable only to applicant whose 2 <sup>nd</sup> Instalment of Total Tax Payable is not less than HK\$10,000.
第二期 2 <sup>nd</sup> Instalment			

為避免任何延誤或稅務局徵收附加費，本行建議提取貸款日期為稅務局指定有關限期前七個工作日。

To avoid unnecessary delay or surcharge levied by the Inland Revenue Department, it is advised that the drawdown date should be fixed at seven working days prior to the relevant tax due date.

提取稅務貸款日期以貸款通知書為準。  
Approved drawdown date(s) of the Tax Loan will be specified in the loan advice.

提取額外貸款日期為提取第一期稅務貸款之日期或貸款通知書所指明之其他日期，以貸款通知書為準。

Drawdown date of the Additional Loan will be on the drawdown date of the 1<sup>st</sup> Instalment of the Tax Loan or such other approved drawdown date as specified in the loan advice.

若為“首N個月免息免供”之申請，首期供款將分別順延至提取貸款後的第N+1個月的同日，而還款期亦將視乎所選的免息免供期數，相應延遲N個月才屆滿。  
For "First N month(s) Interest-Free Deferred Payment" application, the first monthly repayment will be due on the day falling N+1 months after the drawdown of the loan respectively, while the loan maturity date will be deferred by N month(s) accordingly.

## 提取貸款方法 METHOD OF DRAWDOWN

本人(等)要求並授權南洋商業銀行：

I/We further request and authorize Nanyang Commercial Bank Ltd. to:

- (1) 代本人(等)將稅款交往稅務局，面額為本人(等)的全部稅款  
arrange payment to the Inland Revenue Department for and on my/our behalf of my/our Total Tax Payable
- (2) 將所批核之稅務貸款金額存入指定賬戶  
credit the approved Tax Loan Amount into the Designated Account
- (3) 將所批核之額外貸款金額存入指定賬戶  
credit the approved Additional Loan Amount into the Designated Account

上述“指定賬戶”指於本申請表“直接付款授權書”欄所述的指定賬戶。  
Aforesaid "Designated Account" means the account designated in this Application Form under the heading of "Direct Debit Authorization".

## 申請人資料 APPLICANT'S DATA

申請人必須為年滿18歲的香港永久居民  
Applicant must be a Hong Kong permanent resident aged 18 or above

香港身份證上的英文姓名 English Name as printed on HK I/D Card

中文姓名 Name in Chinese	性別 Sex <input type="checkbox"/> 男 M <input type="checkbox"/> 女 F	出生日期 Date of Birth 日 D/ 月 M/ 年 Y
長期所在地-國家/城市 Place of Living-Country / City	香港身份證號碼 HK I/D Card No.	國籍 Nationality
婚姻狀況 Marital Status <input type="checkbox"/> 未婚 Single <input type="checkbox"/> 已婚 Married <input type="checkbox"/> 分居 Separated <input type="checkbox"/> 離婚 Divorced <input type="checkbox"/> 喪偶 Widowed	教育程度 Education Level <input type="checkbox"/> 小學以下 Below Primary <input type="checkbox"/> 小學 Primary <input type="checkbox"/> 初中 Secondary (F.1 - F.3) <input type="checkbox"/> 高中 Secondary (F.4 - F.5) <input type="checkbox"/> 預科 Secondary (F.6 - F.7) <input type="checkbox"/> 工業學院 Technical Institute/College <input type="checkbox"/> 大專程度(非學位) Tertiary (non-degree) <input type="checkbox"/> 學士 Bachelor Degree <input type="checkbox"/> 碩士 Master Degree <input type="checkbox"/> 博士或以上 Doctorate or above	供養人數 No. of Dependents

現居住址(請用英文正楷填寫) Present Residential Address (In English & Block Letters)

室 Flat 樓 Floor 座 Block

樓/大廈/屋 House/Building/Estate

門牌號碼及街道名稱 No. and Name of Street

地區 District  香港 HK  九龍 KLN  新界 NT

現住宅類型 Type of Residence

- 私人樓宇 Private Housing  居屋 Home Owner Scheme (HOS)  
 公共房屋 Public Housing  公司宿舍 Quarters  
 其他 Others \_\_\_\_\_

現住宅所有權 Ownership of Residence

- 自置(無按揭) Self-owned (no mortgage)  已按揭 Mortgaged  租用 Rented  
 直系親屬擁有或租用 Owned or Rented by Immediate Family Members  
 僱主擁有或提供 Provided by Employer  其他 Others \_\_\_\_\_

現址 Current Residence: 每月租金 Monthly Rent \_\_\_\_\_

每月按揭供款 Monthly Mortgage Payment \_\_\_\_\_

按揭尚欠餘額 Outstanding Loan Balance \_\_\_\_\_

郵寄地址的選擇 Preferred mailing address

- 住宅 Current Residence  辦公室 Office  
 其他通訊地址 - 請註明(英文)  
Other correspondence address - please specify (in English):  
\_\_\_\_\_

現址居住開始時間 Start Date of Residence 傳呼機/手提電話 Pager/Mobile Phone No. \_\_\_\_\_

住宅電話 Home Tel. No. \_\_\_\_\_

電郵地址 E-mail Address \_\_\_\_\_

**職業資料 OCCUPATION INFORMATION**

任職公司名稱 (請用英文正楷填寫)  
Employer's Name (In English & Block Letters)

公司行業  
Company Business Nature

辦公室地址 (請用英文正楷填寫) Office Address (In English & Block Letters)

室 Flat 樓 Floor 座 Block

樓/大廈/屋 House/Building/Estate

門牌號碼及街道名稱 No. and Name of Street

地區 District  香港 HK  九龍 KLN  新界 NT

職業類別 Occupation	自僱 Self-employed 是 Yes <input type="checkbox"/> 否 No <input type="checkbox"/>	現職開始時間 Start Date of Current Employment 年 Year 月 Month
月薪 Monthly Salary	公司電話 Office Tel. No.	所在行業開始時間 Start Date of Current Profession 年 Year 月 Month
前任職機構名稱 Previous Employer's Name	職位 Position	曾任職年期 Years of Service

**銀行及其他信貸資料 BANK AND CREDIT REFERENCE**

閣下是否經南洋商業銀行轉賬支薪?

Do you maintain a payroll account at Nanyang Commercial Bank, Ltd?  
 是 Yes  否 No

閣下在其他銀行是否有存款 (不包括南洋商業銀行)? (HK\$3,000以上)  
Do you have savings at other banks (Excluding Nanyang Commercial Bank, Ltd)?  
(above HK\$3,000)  是 Yes  否 No

信用卡總數量 (包括中銀信用卡)  
Total number of credit cards held (including BOC Credit Card) \_\_\_\_\_

總額度 Total Credit Limit \_\_\_\_\_

貸款種類 (包括所有南洋商業銀行的借款) (請刪除不適用者, 其他按揭不包括現居按揭) Types of loans (including all borrowings from Nanyang Commercial Bank, Ltd) (delete whichever is inappropriate, other Mortgages do not include mortgage over current residence)	金融機構 Name of Financial Institution	總額度 Total Credit Limit	貸款結餘 Outstanding Loan Balance	每月供款 Monthly Repayment
透支/信用貸款/其他按揭/其他貸款/擔保 Overdraft/Unsecured Loans/ Other Mortgages/Other Loans/ Guarantees				
透支/信用貸款/其他按揭/其他貸款/擔保 Overdraft/Unsecured Loans/ Other Mortgages/Other Loans/ Guarantees				
透支/信用貸款/其他按揭/其他貸款/擔保 Overdraft/Unsecured Loans/ Other Mortgages/Other Loans/ Guarantees				

閣下是否擁有本港物業 (除申請中之按揭物業, 包括現居)?  
Do you have self-owned properties in Hong Kong (Excluding the properties in the process of mortgage application, but including your current residence)?  
 是 Yes  否 No

閣下是否擁有海外物業?  
Do you have self-owned properties overseas?  
 是 Yes  否 No

**配偶資料 SPOUSE'S DATA (聯名申請適用 FOR JOINT APPLICATION ONLY)**

聯名申請配偶必須為年滿18歲的香港永久居民  
Spouse as a joint applicant must be a Hong Kong permanent resident aged 18 or above

香港身份證上的英文姓名 English Name as printed on HK I/D Card

中文姓名 Name in Chinese 出生日期 Date of Birth  
日 D/ 月 M/ 年 Y

長期所在地-國家/城市 Place of Living-Country / City 香港身份證號碼 HK I/D Card No. 國籍 Nationality

**職業資料 OCCUPATION INFORMATION**

任職公司名稱 (請用英文正楷填寫)  
Employer's Name (In English & Block Letters)

公司行業  
Company Business Nature

辦公室地址 (請用英文正楷填寫) Office Address (In English & Block Letters)

室 Flat 樓 Floor 座 Block 樓/大廈/屋 House/Building/Estate

門牌號碼及街道名稱 No. and Name of Street

地區 District  香港 HK  九龍 KLN  新界 NT

**教育程度 EDUCATION LEVEL**

- 小學以下 Below Primary  小學 Primary  
 初中 Secondary (F.1 - F.3)  高中 Secondary (F.4 - F.5)  
 預科 Secondary (F.6 - F.7)  工業學院 Technical Institute/College  
 大專程度 (非學位) Tertiary (non-degree)  學士 Bachelor Degree  
 碩士 Master Degree  博士或以上 Doctorate or above

**銀行及其他信貸資料 BANK AND CREDIT REFERENCE**

閣下之配偶是否經南洋商業銀行轉賬支薪?

Does your spouse maintain a payroll account at Nanyang Commercial Bank, Ltd?  
 是 Yes  否 No

閣下之配偶在其他銀行是否有存款 (不包括南洋商業銀行)? (HK\$3,000以上)  
Does your spouse have savings at other banks (Excluding Nanyang Commercial Bank, Ltd)? (above HK\$3,000)  是 Yes  否 No

信用卡總數量 (包括中銀信用卡)  
Total number of credit cards held (including BOC Credit Card) \_\_\_\_\_

總額度 Total Credit Limit \_\_\_\_\_

貸款種類 (包括所有南洋商業銀行的借款) (請刪除不適用者, 其他按揭不包括現居按揭) Types of loans (including all borrowings from Nanyang Commercial Bank, Ltd) (delete whichever is inappropriate, other Mortgages do not include mortgage over current residence)	金融機構 Name of Financial Institution	總額度 Total Credit Limit	貸款結餘 Outstanding Loan Balance	每月供款 Monthly Repayment
透支/信用貸款/其他按揭/其他貸款/擔保 Overdraft/Unsecured Loans/ Other Mortgages/Other Loans/ Guarantees				
透支/信用貸款/其他按揭/其他貸款/擔保 Overdraft/Unsecured Loans/ Other Mortgages/Other Loans/ Guarantees				
透支/信用貸款/其他按揭/其他貸款/擔保 Overdraft/Unsecured Loans/ Other Mortgages/Other Loans/ Guarantees				

閣下之配偶是否擁有本港物業 (除申請中之按揭物業, 但包括現居)?  
Does your spouse have self-owned properties in Hong Kong (Excluding the properties in the process of mortgage application, but including your current residence)?  
 是 Yes  否 No

閣下之配偶是否擁有海外物業?  
Does your spouse have self-owned properties overseas?  
 是 Yes  否 No

與本行/中國銀行(香港)有限公司董事/僱員/控權人關係  
RELATIONSHIP WITH DIRECTOR/EMPLOYEE/CONTROLLER  
OF THE BANK/BANK OF CHINA (HONG KONG) LTD.

申請人是否為南洋商業銀行/中銀香港董事/僱員/控權人的親屬?  
Are you a relative of any director/employee/controller of Nanyang Commercial Bank, Ltd./ Bank of China (Hong Kong) Ltd.?

- 是，請填上該人士之中、英文姓名。 If yes, please state his/her full English and Chinese name.  
姓名 \_\_\_\_\_ 與申請人關係 \_\_\_\_\_  
Name \_\_\_\_\_ Relationship with Applicant \_\_\_\_\_
- 否，本人(等)證實，根據《銀行業條例》條款83(4)之定義，本人(等)與南洋商業銀行/中國銀行(香港)有限公司董事/僱員/控權人並無親屬關係，倘於此申請表簽署日後，本人(等)與貴銀行/中國銀行(香港)有限公司之董事/僱員/控權人有任何親屬關係，本人(等)承諾盡速通知貴銀行。  
No, I/We confirm that I/we am/are not related to any director or employee or controller of Nanyang Commercial Bank, Ltd./Bank of China (Hong Kong) Ltd. within the meaning of Section 83(4) of the Banking Ordinance. I/We undertake to notify you promptly should I/we become so related subsequent to the date of this application form.

直接付款授權書  
DIRECT DEBIT AUTHORIZATION

本人(等)現不可撤銷地授權予南洋商業銀行，自本人(等)之下述指定賬戶扣除用於清還有關申請人所申請之貸款所有尚欠之貸款、利息、南洋商業銀行批核的貸款額外未足以全數繳付稅項之差額(如適用)及任何其他費用和收費之款項。

本人(等)明瞭本人(等)必須在南洋商業銀行持有一個私人往來/儲蓄賬戶；本人(等)同意遵守及履行一切有關此賬戶之服務條款。

如上述之往來戶口因該款項之扣除出現任何透支或令現時之透支增加，本人(等)承諾將歸還所有透支之金額及根據南洋商業銀行通用之利率計算之利息。

本人(等)同意如本人(等)之賬戶並無足夠款項用作扣除該等款項，南洋商業銀行有酌情權不作出該款項之扣除。如因以上之原因而取消扣除該等款項，銀行有權就逾期未付的金額收取罰息。

因南洋商業銀行提供或繼續提供「貸款」予申請人，本人(等)同意，不論本人(等)是否貸款的申請人，本人(等)仍同意遵守上述條款。

I/We, the undersigned, hereby irrevocably authorize Nanyang Commercial Bank, Ltd. to debit my/our Designated Account as stated below in respect of the repayment of principal and interest, the shortfall (if any) to meet the Tax Liabilities and other charges relating to the loan applied by the Applicant(s).

I/We understand that I/we must maintain a Current/Savings Account with Nanyang Commercial Bank, Ltd. and I/we agree to be bound by the Conditions for Services governing that account.

I/We hereby undertake to repay in full the debit balance outstanding in my/our aforesaid Current Account together with interest thereon at Nanyang Commercial Bank, Ltd.'s prevailing rate in the event that any such debit may result in an overdraft or an increase of the overdraft on my/our aforesaid Current Account.

I/We agree that should there be insufficient fund for the debit as hereby authorized, Nanyang Commercial Bank, Ltd. shall be entitled not to effect such debit in its discretion, in which event such debit is cancelled due to the reason as aforesaid and Nanyang Commercial Bank, Ltd. is entitled to charge default interest on the amount overdue.

In consideration of Nanyang Commercial Bank's provide or continuing to provide the Loan to the Applicant(s), I/We hereby agree to be bound by the above provisions regardless of whether I/we may or may not be the Applicant(s) of the Loan.

指定賬戶號碼  
Designated Account Number \_\_\_\_\_

賬戶持有人姓名(英文)  
Name of Account Holder(s) (English) \_\_\_\_\_

賬戶持有人簽署  
Signature of Account Holder(s) \_\_\_\_\_

本人(等)現確認此簽署式樣與本人(等)於南洋商業銀行的賬戶簽署式樣相同。  
I/We hereby confirm that the above signature corresponds with the specimen signature of my/our Designated Account.

申請人聲明 DECLARATION OF APPLICANT(S)

以上資料均屬真實及完全，本人(等)授權南洋商業銀行向本人(等)的僱主、財務機構及信用諮詢公司或任何其他信用狀況或資料來源查詢核實以上資料，並收取該等資料用以處理及評核這申請，並在本人(等)的申請獲批准後，用以操作本人(等)的戶口。

本人(等)並授權南洋商業銀行向下列可獲披露者披露本人(等)及/或此項申請及/或本人(等)的戶口之任何資料，可獲披露及可運用資料者為(i) 南洋商業銀行之員工、代理人及承包商，用以處理及核實此申請；(ii) 南洋商業銀行聘請的服務提供者，對客戶賬戶的操作和賬戶服務之市場推廣有關之行政服務；(iii) 任何財務機構及信用諮詢公司或任何其他可提供信用狀況或資料來源之機構。

本人(等)已閱讀並接受南洋商業銀行《資料政策通告》的內容。

本人(等)同意接受南洋商業銀行以其絕對酌情權決定貸出的貸款，不論是以相等或低於本申請表所申請的貸款額及遵守附頁所列之一切條款。本人(等)同意及確認南洋商業銀行有絕對酌情權接納/拒絕申請。

不論本人(等)是否指定賬戶持有人，本人(等)現確認負責清還貸款所引致的所有欠款、利息及任何其他費用和收費之款項。

I/We declare that the above information is true and complete and hereby authorize Nanyang Commercial Bank, Ltd. to contact my/our employers, financial and credit institution or any other credit or information source for the verification thereof and for the collection of such information as required for the processing and evaluation of this application and, if my/our application is approved, for the operation of my/our account.

I/We further authorize Nanyang Commercial Bank, Ltd. to disclose any information regarding me/us and/or this application and/or my/our account with Nanyang Commercial Bank, Ltd. confidentially to (i) Nanyang Commercial Bank, Ltd.'s employees, agents and contractors for the purpose of processing and verifying this application; and (ii) any third parties employed by Nanyang Commercial Bank, Ltd. to provide administrative services in connection with the operation of customer accounts and marketing of account services; and (iii) any financial and credit institution or any other institutions from which credit or information source can be provided.

I/We have read and accepted the contents of "Data Policy Notice" issued by Nanyang Commercial Bank, Ltd.

I/We agree to accept the loan granted by Nanyang Commercial Bank, Ltd. at its absolute discretion, whether such loan is equal to or less than the loan amount applied for in this application form and to be bound by the Terms and Conditions printed overleaf. I/We agree and acknowledge that Nanyang Commercial Bank, Ltd. has the absolute right to accept/reject this application.

For the avoidance of doubt, I/we hereby confirm and agree that I/we shall be liable to repay the principal and interest, and other charges relating to the Loan regardless of whether I/we may or may not be the account holder(s) of the Designated Account.

申請人簽署(請勿塗改) Signature of Applicant(s) \_\_\_\_\_ 日期 DATE \_\_\_\_\_

注意事項 NOTICE

- 本「交稅貸輕鬆」稅務貸款的基本申請條件為：
  - 申請人必須為年滿18歲的香港永久居民；
  - 每月收入港幣一萬元或以上；及
  - 現職機構任職一年或以上。
- 所有提交的文件(包括此申請表)恕不退還。
  - Minimum requirements for applying Easy Tax Loan:
    - Applicant must be a Hong Kong permanent resident aged 18 or above;
    - Monthly income not less than HKD10,000; and
    - Year of service with the present employer not less than one year.
  - Documents supplied, including this application form are not returnable.

為使能盡速辦理此申請，請緊記附上下列各文件的副本及於下列空格內加上「✓」號：  
In order to speed up your application, please remember to enclose copy of the following documents and put a "✓" in the appropriate box(es):

- 閣下的香港身份證 Your Hong Kong Identity Card  
 最新的新僱稅單；及/或最近的個人入息課稅單；及/或薪金證明文件(請附上存摺內印有閣下姓名及賬戶號碼的首頁) Latest Salaries Tax Assessment and Demand Note and/or Latest Personal Assessment Demand Note for Tax and /or salary statement (Including the front page of the Savings passbook with your name and account number printed thereon)  
 最近6個月的銀行月結單 Latest 6 months' bank statements  
 居住證明文件，如電費單、電話費單或差餉及/或地租通知書 Latest residential proof e.g. electricity bill, telephone bill or Demand for Rates and/or Government Rent

本行有權要求申請人提供其他文件以供批核及各文件的正本以作核實。  
The Bank reserves the right to request the applicant(s) to provide other documents for application approval and the original documents for verification.

請將此申請表格交回本行各分行或使用回郵信封寄回本行。  
Please return this application form to any of our branch or by mail using the return envelope.

閣下從下列哪途徑得悉本行的「交稅貸輕鬆」稅務貸款？  
FROM WHICH CHANNEL DO YOU GET TO KNOW ABOUT OUR "EASY TAX LOAN"?

- 報章廣告(Newspaper Advertisement)  報章新聞(Newspaper Article)  雜誌廣告(Magazine Advertisement)  互聯網(Internet)  宣傳郵件(Direct Mailing)  
 分行(Branch)  電話宣傳(Telemarketing)  
 南洋商業銀行職員推介(Nanyang Commercial Bank, Ltd. Staff)  
 南洋商業銀行客戶推介(Nanyang Commercial Bank, Ltd. Customer)  
 親友介紹(Referral by Relatives)  朋友介紹(Referral by Friends)  其他(Others)

銀行專用 FOR BANK USE ONLY

分行/單位：	日期：	貸款賬戶：	授信書編號：
批核貸款額 (HKD)：	利率： %	還款期：	個月
核印人姓名	核印人簽署		

# 南洋商業銀行有限公司（「本行」）「交稅貨輕鬆」稅務貸款條款

成功獲批貸款之人士（「借款人」當中涵蓋包括其繼承人）須遵照此等條款：

- 在此等條款中：
  - 「本行」 指南洋商業銀行有限公司，包括其繼承人及受讓人；
  - 「額外貸款金額」 指本行根據此等條款批准的額外貸款本金金額；
  - 「指定賬戶」 指借款人於本申請表直接付款授權書一欄中所述指定賬戶，或借款人不時授權本行可從中扣除有關貸款的本金、利息或其他相關費用的該等其他指定賬戶；
  - 「第一期稅務貸款金額」 指經本行審批及於本行發給借款人的貸款通知書指定的第一期稅務貸款金額（如有）；
  - 「手續費」 手續費按貸款額及還款期限按以每年1%計算，並於貸款提取時扣除款項。
  - 「香港」 指中華人民共和國香港特別行政區；
  - 「利息」 指就總本金金額按月計算的利率，利率為本行在批核申請後發給借款人的貸款通知書所述的利率，但本行可不時予以更改；指香港政府稅務局；
  - 「稅務局」 指總本金金額及其可收取的利息；
  - 「貸款」 指本行就貸款發給借款人的確認函，確認本行接受借款人的貸款申請；
  - 「貸款通知書」 指所有借款人（個人或聯同其他人士、立約人、公司或單位）於申請此貸款（無論以前或以後）所簽立的以本行為受惠人利用以抵押償還借款人所有當時及將來債務的物業按揭或押記，並包括不時對按揭作出的變更、補充或取代；
  - 「第二期稅務貸款金額」 指經本行審批及於本行發給借款人的貸款通知書指定的第二期稅務貸款金額（如有）；
  - 「稅項」 指借款人於任何一課稅年度需繳交之(i)薪俸稅(ii)物業稅及/或(iii)利得稅（按借款人於本申請表內訂明將稅務貸款金額用作繳付前述哪一種稅款而定）；
  - 「稅務貸款金額」 指本行根據此等條款批准的稅務貸款本金金額；及
  - 「總本金金額」 指稅務貸款金額及額外貸款金額（如有）的總和。
- (a) 借款人聲明，本行可全權及絕對酌情決定貸出的總本金金額。借款人確定並同意儘管本行批准貸出的貸款額可能低於本申請表所申請的貸款額，借款人亦借用本行批准的貸款額。一經批出的貸款額，未得本行書面同意，借款人不得取消，並須受此等條款所約束。經本行批核申請後，本行會在可行範圍內盡快向借款人發出貸款通知書，通知借款人有關貸款的細則。
- (b) 不論借款人是否指定賬戶持有人，借款人現確認負責清還貸款所有尚欠之貸款、利息、本行批核的貸款額外未足全數繳付稅項之差額（如適用）及任何其他費用和收費之款項。
3. 在總本金金額或其他部份的有關提取日期，本行將會向借款人就每次提取收取不可退回的手續費，該手續費將會指定賬戶扣除。
4. 借款人須在本申請表指定的還款期內，按本行在發給借款人的貸款通知書內所指定的還款期及分期還款金額，向本行清還貸款。
5. 除本行按其絕對酌情批准，借款人同意額外貸款金額須一次過全數提取。
6. (a) 本行茲不可撤銷地獲借款人授權（如借款人於本申請表作了此授權），將有關稅務貸款金額代借款人直接支付予稅務局，以便繳納借款人的稅項，而該筆稅務貸款金額須視為已貸給借款人。
- (b) 除本行按其絕對酌情批准，借款人同意稅務貸款金額須一次過全數提取，除非：
  - (i) 稅務局在向借款人發出的課稅評估及繳稅通知書中，准許稅款分期支付及借款人已於申請表內註明，選擇分期繳付稅項；
  - (ii) 若本行批准的稅務貸款金額相等於借款人的課稅總額及
  - (iii) 借款人須繳納的第二期稅款不少於港幣10,000元；則稅務貸款金額將分兩期在稅務貸款金額的有關提取日期提取，提取金額為稅務局發給借款人的繳稅通知書所訂明的金額；
- (c) 本行茲不可撤銷地獲授權，在提取總本金金額或其部份之日期，可從指定賬戶扣除當期稅款應繳之差額，以便一次過繳付借款人當期應付的課稅總額。
- 根據上述第6(c)項，若在提取總本金金額或其部份之日期，指定賬戶內沒有足夠金額，本行可運用全權及絕對酌情權但非具約束性立即取消貸款，而借款人必須向本行償付本行在批准貸款上所引致的一切費用及開支。
7. (a) 本行茲不可撤銷地獲指定賬戶持有人授權，可從指定賬戶扣除每月還款額及借款人在此等條款下到期應付的一切其他費用和收費，並將每月扣除的款項用於清還尚欠的貸款、利息及任何其他費用和收費。若在有關到期日後仍未清還款項，本行有權就逾期未付的金額收取罰息，月平息3%或本行可不時享有絕對酌情權決定之其他利率（無論判決前或判決後），罰息由到期日起計算至實際還款日止。
- (b) 本行有權就借款人每次未能如期付款向借款人收取港幣500元正的行政費或本行不時釐訂的其他款項，而無損本行的其他一切權利及可得的補償。
8. (a) 貸款只可作提早全部清還，惟應付本金及利息總額須為剩餘未供各期款項之總和減去按「78法則」計得之利息退還數，另需繳納相等於貸款尚欠本金百分之二的款項作為提前還款手續費。
- (b) 借款人的所有到期但未支付（包括在全數提早還款日期到期及須予支付的貸款的金額，須在貸款的最後還款日期清付。
9. 儘管此等條款載有相反的規定，本行有凌駕性權利在任何時候向借款人發出書面通知，隨時要求借款人全數清還尚欠貸款的餘額或其部份、利息及一切費用和收費及/或立即取消本行就未提取的總本金金額作出的承諾。除了及在不影響上述條文下，若出現下列任何情況，所有款項（無論實際的或有的）須視為立即到期並須由借款人立即清還：
  - (a) 借款人沒有依期償還每月的還款及在此等條款下應付的任何其他費用或收費；
  - (b) 借款人欠本行的負債已逾期；
  - (c) 借款人被實施任何扣押、執行或類似程序；

- (d) 借款人正提交或被提交破產呈請；
  - (e) 有關方面正就借款人的全部或任何重大部份資產委任接管人；
  - (f) 本行發現借款人在貸款申請中向本行提供的任何資料或作出的任何申述在任何方面屬虛假、不準確或誤導；及
  - (g) 借款人違反任何此等條款。
10. 借款人須應本行的要求在一家本行接納的保險公司投保及維持一份人壽保險，投保值不少於貸款額的100%或任何由本行釐訂的款額。該份保險單須列明本行為受益人，而當本行接納該貸款申請後，有關的保險費收據須即時交予本行收執。
  11. 本行除了可享有任何銀行的留置權、抵銷權或類似權利外，本行更可在任何時候毋須從借款人取得任何同意及事先通知借款人（現明確免除任何該等同意或事先通知），抵銷及劃撥及運用借款人及/或借款人與其他人士聯名在本行任何分行或支行開立的任何賬戶中的任何結餘及/或存款（不論是否需要通知；亦不論有關存款到期與否），以償還借款人在此等條款下到期並拖欠本行的任何款項。為達致此等目的，本行可以以本行所報及決定的適用匯率，將上述屬於借款人及/或借款人與其他人士聯名在本行任何分行或支行開立的任何賬戶中的全部或任何部份結餘，兌換為任何其他貨幣。
  12. 借款人明白，在任何情況下，本行並無義務批出總本金金額予借款人或無責任必定在借款人到期繳交稅款之日前代為向稅務局繳稅，對於因此導致香港政府向借款人徵收的任何罰款、附加費或利息（不論名稱如何），本行毋須承擔任何責任。因此，本行建議借款人應在稅項之有關到期日前及早向本行提交申請表及提取總本金金額，以便繳交稅項。借款人同意，對於本行任何延遲代借款人繳交稅項而被徵收任何罰款、附加費及利息，以及本行因履行此等條款下的責任而引致或有關的任何申索、訴訟、訟費（包括按完全彌償基準計算的法律費用）或法律責任，借款人須向本行作出全數補償。
  13. 借款人現不可撤銷地授權本行代其收取因多付稅款而獲稅務局退還的款項，一切費用由借款人承擔。雖然本行對此並無必然的責任，但本行有權酌情將收取的退款用於減低或償還尚欠的貸款、利息、罰息或借款人到期並拖欠本行的任何其他費用和收費。借款人同意本行可作出其認為需要的行動去強制執行其在此等條款下的權利，包括但不限於聘用第三方的收取債務代理以收取借款人到期並拖欠本行的任何款項。借款人亦同意全數彌償本行為起訴或追討借款人拖欠本行的任何款項而合理地招致或可能合理地招致的所有合理支出及開支（包括按完全彌償基準計算的法律費用）。
  14. (a) 借款人確定本申請表內提供或關於本貸款申請而提供的一切資料均為準確完整，並承諾如借款人姓名、地址、電話號碼及就業資料有任何更改，當立即書面通知本行。借款人進一步同意在有需要時，向本行提供有關借款人之額外資料或文件。
  - (b) 借款人確認其知悉本行《資料政策通告》的內容，並同意及授權本行及本行按此等條款披露有關借款人資料的任何人士向本行之附屬公司、控股公司、相關公司或附屬成員、其他財務機構、信用咭發行人及公司、信貸調查機構、信貸諮詢公司（其提供交換資料及其他服務）、收取債務代理、代理人、承辦商及任何人士計劃或已與本行有商務關係的人士，取得或提供有關借款人及貸款的資料用於根據本行不時給予本行客戶之《資料政策通告》，其他通函、通知、章則內所載有關披露個人資料的政策指定之用途（包括但不限於為查證及交換信貸資料，追收欠款及本行認為有需要的其他合理原因的用途）。
16. 本行就貸款而在賬冊或賬目內保存的紀錄；本行就貸款有關的資金成本的任何證明書；及本行高層人員發出的任何意見、裁定或決定，除出現重大錯誤外，均為借款人欠付本行款項的最終證明及對借款人員約束力。
  17. 時間是本協議要素，本行沒有行使或延遲行使在此等條款下的任何權利、權力或補救方法或本行給予任何寬容或進行任何商議，均不得視為放棄或在任何方面影響本行在此等條款下享有的任何權利、權力及補救方法。
  18. 若借款人為多於一名人士，所有該等人士將共同及個別承擔責任及債務。由借款人任何一人發出的指示或本行與借款人任何一人通訊，須視為由借款人等共同發出的指示或本行與借款人等通訊。
  19. 本行有全權及絕對酌情權，可毋須預先得借款人的同意或通知借款人而向任何其他人士轉讓、分派或轉移其在此等條款下的任何或一切權利及責任。貸款屬借款人個別持有，借款人不得轉讓或轉移其在此等條款下的任何權利及責任。
  20. 借款人同意本行可運用全權及絕對酌情權，不時更改此條款、利率及費用與收費表（本行各分行備有現時適用的費用及收費表以供索閱），惟影響費用和收費及借款人的債務或責任的條款修訂，須給予借款人三十天的事先通知方可生效。
  21. 若此等條款的任何條文被任何具有司法管轄權的法院裁定為無效、違法或不可執行，該等條文只要在不改變或影響其餘的條文之情況下盡量與其餘的條文分割，而該等條文不會影響其餘的條文之法律效力。
  22. 借款人同意及確認：
    - (a) 所有在此申請批出之貸款將於本行放出該貸款予借款人後，自動成為按揭內所指之有抵押債務之一部份；及
    - (b) 所有借款人在本貸款申請以前或以後（不論個人或聯同其他人士、立約人、公司或單位），因任何原因而提供予本行之抵押，均需用作本貸款之抵押。
  23. 借款人在償還或繼續履行還款責任方面遇到困難，須盡快通知本行。
  24. 任何向借款人作出的通知、繳款通知或其他通訊，須發送往本行所知悉的借款人的最後已知地址或其可能已透過書面方式知會本行的其他地址，及(i)親自送遞，將會有關送遞之時視為已送達，(ii)透過預付郵資信件發送，將會在寄發二十四小時後視為已送達，及(iii)透過圖文傳真或其他電子途徑傳送，將會視為在傳送之時送達，惟本行可向借款人就上述事宜作出口頭通知，及若借款人為多於一名人士，可向其中一人作出，而任何此等口頭通知將會即時生效及對借款人員約束力。任何向本行所作的通訊，除非已實際由本行收取，否則不會生效。
  25. 若此等條款及申請表的中、英文版有歧異，則以英文版為準。
  26. 此等條款受香港的法律管轄，並按香港的法律解釋。如因此等條款及貸款產生或引致的爭議，借款人同意服從香港法庭的專屬性管轄權。

# NANYANG COMMERCIAL BANK,LTD.(" the Bank ")

## EASY TAX LOAN TERMS AND CONDITIONS

Successful Applicant(s) (the "Borrower", which expression shall include its successors) of the approved loan will be subject to these Terms and Conditions:

1. In these Terms and Conditions:

"Bank"	means Nanyang Commercial Bank, Limited, including its successors and assigns;
"Additional Loan Amount"	means the principal amount of the additional loan approved by the Bank under these Terms and Conditions;
"Designated Account"	means the account designated by the Borrower in this Application Form under the heading of "Direct Debit Authorization" or such other account to be designated by the Borrower from time to time with authorization to the Bank to debit such account for repayment of principal, interest and other charges relating to the Loan;
"First Instalment of the Tax Loan Amount"	means the first instalment of the Tax Loan Amount (if any) as approved by the Bank and specified in the Loan Advice to the Borrower;
"Handling Charge"	The handling charge shall be 1% on the loan amount for each year or part thereof and will be deducted from the Loan amount as a one-off payment when the Loan is drawn down.
"Hong Kong"	means the Hong Kong Special Administrative Region of The People's Republic of China;
"Interest"	means the interest on the aggregate sum of the Total Principal Amount, which is chargeable on a monthly basis at such rate(s) as shall be advised by the Bank in the Loan Advice to be issued to the Borrower and subject to variation by the Bank from time to time;
"IRD"	means the Inland Revenue Department of the Government of Hong Kong;
"Loan"	means the Total Principal Amount together with the Interest chargeable on the Total Principal Amount;
"Loan Advice"	means the confirmation issued by the Bank to the Borrower in relation to the Loan, confirming the Bank's acceptance of the Borrower's application for the Loan;
"Mortgage"	means any mortgage or charge of land properties executed by the Borrower (whether alone or with any other person(s), party(ies), company(ies) or entity(ies)) in favour of the Bank and whether before or after the present application to secure repayment of all present and future indebtedness and liabilities of the Borrower, and includes any modification, supplement or replacement of the Mortgage from time to time;
"Second Instalment of the Tax Loan Amount"	means the second instalment of the Tax Loan Amount (if any) as approved by the Bank and specified in the Loan Advice to the Borrower;
"Tax Liabilities"	means (i) the salaries tax (ii) the property tax and/or (iii) the profit tax (as the case may be according to which of the aforesaid tax(es) is/are to be paid by the Tax Loan Amount in accordance with the Borrower's option specified in this Application Form) payable by the Borrower for any year of assessment;
"Tax Loan Amount"	means the principal amount of the tax loan approved by the Bank under these Terms and Conditions; and
"Total Principal Amount"	means the aggregate of the Tax Loan Amount and the Additional Loan Amount (if any).

2. (a) The Borrower acknowledges that the Total Principal Amount to be advanced by the Bank is subject to the sole and absolute discretion of the Bank. The Borrower confirms and agrees to borrow the amount as approved by the Bank notwithstanding that the approved amount may be less than the amount applied for in this Application Form. In the absence of written consent from the Bank, the Borrower may not cancel the Loan once approved and shall be bound by these Terms and Conditions. Particulars of the Loan will be communicated to the Borrower in writing by the Bank issuing to the Borrower a Loan Advice as soon as practicable after the application has been approved by the Bank.
  - (b) For the avoidance of doubt, the Borrower hereby confirms and agrees that the Borrower shall be liable to repay the principal and interest, the shortfall (if any) to meet the Tax Liabilities and other charges relating to the Loan irrespective of whether or not the Borrower(s) is/are the holder(s) of the Designated Account.
3. On the relevant drawdown date(s) of the Total Principal Amount or any part thereof, the Bank is entitled to charge the Borrower the Handling Charge for each drawdown which shall be non-refundable and shall be debited from the Designated Account.
4. The Loan shall be repaid by the Borrower to the Bank by monthly instalments over such repayment tenor as specified in this Application Form, and in such amount as specified by the Bank in the Loan Advice issued to the Borrower. Save as otherwise approved by the Bank at its absolute discretion, the Borrower agrees that drawdown of the Additional Loan Amount shall be in one lump sum.
6. (a) The Bank is hereby irrevocably authorized by the Borrower to pay the relevant Tax Loan Amount directly to IRD for the account of the Borrower for settling his/her Tax Liabilities if the Borrower has given such authorization in this Application Form and such Tax Loan Amount shall be deemed to have been advanced to the Borrower.
  - (b) Save as otherwise approved by the Bank at its absolute discretion, the Borrower agrees that drawdown of the Tax Loan Amount shall be in one lump sum, unless:
    - (i) if the tax assessment and demand note issued by the IRD to the Borrower allows payment to be made by two instalments and the Borrower has chosen to pay the Tax Liabilities by two instalments as specified in the Application Form; and
    - (ii) the Tax Loan Amount approved by the Bank is equal to the total tax payable by the Borrower; and the tax (iii) payable by the Borrower for the 2nd instalment is not less than HK\$10,000; then the drawdown of the Tax Loan Amount shall be by two instalments on the relevant drawdown date for payment of tax to IRD and in such amounts as specified in the tax assessment and demand note issued by the IRD to the Borrower.
    - (c) The Bank is hereby irrevocably authorized to debit from the Designated Account the shortfall as required to meet the total tax payable by the Borrower on the drawdown date.
 If there is insufficient fund in the Designated Account on the drawdown date referred to in Clause 6(c) above, the Bank may at its sole and absolute discretion (but is not obliged to) cancel the Loan with immediate effect and the Borrower shall indemnify the Bank for all costs and expenses incurred or which may be incurred by the Bank in approving the Total Principal Amount.
7. (a) The Bank is hereby irrevocably authorized by the account holder(s) of the Designated Account to debit the Designated Account with the amount of each monthly instalment and all other fees and charges due and payable by the Borrower hereunder and to apportion such monthly instalments among the outstanding Loan, interest and any other fees and charges. If any such sum remains unpaid after the due date thereof, the Bank reserves the right to charge default interest on the amount overdue at the monthly interest rate of 3% or such other rate(s) to be determined by the Bank from time to time at its absolute discretion (both before and after judgment) from the due date until the date of actual repayment.
  - (b) The Bank is entitled to charge the Borrower an administrative fee of HK\$500 or such other amount to be determined by the Bank from time to time, on each time when the Borrower fails to make a payment on its due date, and without prejudice to all other rights and remedies available to the Bank.
8. (a) Only full repayment of the Loan is permissible provided that prepayment shall be the sum of all the remaining instalments of the Loan after deducting the interest rebate on "Rule of 78" basis, and the Borrower shall pay a sum equal to 2% of the outstanding amount of the Loan as prepayment fee.
  - (b) All sums due but unpaid (including the instalment due and payable on the date of full prepayment) shall be paid in full by the Borrower on the final repayment date of the Loan.
9. Notwithstanding anything to the contrary in these Terms and Conditions, the Bank reserves its overriding right to demand the Borrower to repay in full the outstanding balance of the Loan or any part thereof at any time, the interest and all fees and charges at any time and/or cancel any commitment for undrawn Total Principal Amount immediately upon written notice to the Borrower. In addition and without prejudice to the foregoing, all sums of money (whether actual or contingent) shall become immediately due and payable by the Borrower upon the occurrence of any of the following events:

- (a) the default of the Borrower in payment of any of the monthly instalment or any other fees or charges hereunder;
  - (b) any liabilities of the Borrower to the Bank becomes overdue;
  - (c) any attachment, execution or similar process being levied against the Borrower;
  - (d) a petition in bankruptcy being filed by or against the Borrower;
  - (e) a receiver being appointed over all or any substantial part of the assets of the Borrower;
  - (f) any information provided or representation made to the Bank by the Borrower for or in relation to his application for the Loan being found to be false, inaccurate or misleading in any aspect; and
  - (g) any breach of these Terms and Conditions on the part of the Borrower.
10. The Borrower shall, at the request of the Bank, maintain a life insurance policy of the Borrower with an insurance company acceptable to the Bank of an insured value of not less than 100% of the Loan or such amount to be determined by the Bank. Such insurance policy shall denote the Bank as the beneficiary and it together with the premium receipt thereof shall be lodged with the Bank forthwith after the Bank has accepted this application.
  11. In addition and without prejudice to any banker's lien, right of set-off or similar right to which the Bank may be entitled to, the Bank shall have the right at any time without any consent from, reference or prior notice to the Borrower (any such consent or prior notice being expressly waived) to set-off and appropriate and apply any credit balance on any of the account(s) and/or deposit(s) (whether or not subject to notice and whether or not matured) of the Borrower and/or jointly maintained by the Borrower with other party(ies) in whatever currency maintained with any of the branches or sub-branches of the Bank against or on account of any sums due and owing to the Bank by the Borrower hereunder. For such purposes, the Bank may convert all or any part of such credit balance to any other currencies at the applicable exchange rate quoted and determined by the Bank from time to time.
  12. The Borrower understands that in no circumstances is the Bank obliged to grant the Total Principal Amount to the Borrower or liable to meet the due date(s) for payment of the Tax Liabilities of the Borrower to IRD and for any penalty, surcharge or interest (however so called) imposed by the Government of the Hong Kong as a result of failure thereof. The Borrower is therefore advised to submit this Application Form to the Bank and drawdown the Total Principal Amount sufficiently earlier than the relevant due date(s) for payment of his Tax Liabilities. The Borrower agrees to indemnify the Bank in full against any penalty, surcharge or interest imposed on the Bank as a result of any late payment of the Tax Liabilities on behalf of the Borrower and any claims, actions, costs (including legal costs on full indemnity basis) or liabilities arising out of or in connection with the Bank's performance of its obligations pursuant to these Terms and Conditions.
  13. The Borrower hereby irrevocably authorizes the Bank to collect any refund of excess tax payment from IRD on behalf of the Borrower at the costs of the Borrower. While the Bank is not bound to collect any such refund, any such refund collected by the Bank shall be applied at the discretion of the Bank to reduce or settle the outstanding Loan, Interest, default interest or any other fees or charges due and owing to the Bank by the Borrower.
  14. The Borrower agrees that the Bank may take such action as it thinks necessary to enforce its right under these Terms and Conditions including without limitation the employment of third party debt collection agency(ies) to collect any sum due and owing to the Bank by the Borrower. The Borrower consents to and authorizes the disclosure by the Bank of all or any information relating to the Borrower and the Loan to such person or agency(ies). The Borrower further agrees to indemnify the Bank in full against all reasonable costs and expenses (including legal costs on full indemnity basis) reasonably incurred or which may be reasonably incurred by the Bank in suing for or otherwise recovering any sum due to the Bank.
  15. (a) The Borrower confirms that all the information given in this Application Form or otherwise in connection with the application for the Loan is true and complete and undertakes to inform the Bank immediately in writing of any change in the name, address, telephone number and employment of the Borrower. The Borrower further agrees to provide any additional information or document which the Bank may require.
    - (b) The Borrower acknowledges the contents of the Bank's Data Policy Notice and consents to and authorizes the Bank and any person to whom the Bank has disclosed any of the Borrower's personal data in accordance with these Terms and Conditions to obtain from or disclose to any of the Bank's subsidiaries, holding company, associated companies or affiliates, other financial institutions, charge or credit card issuers and associations, credit reference agencies or credit information institutions which provide information exchange and other services, collection agencies, agents, contractors and any person who proposes to or has established any business relation with the Bank to use and disclose all the personal data relating to the Borrower and the Loan for such purposes (including but without limitation to the purposes of verifying and exchanging credit information, debt collection or any other reasonable purposes deemed necessary by the Bank) as may be in accordance with the Bank's general policies on use and disclosure of personal data as set out in the Data Policy Notice or other statements, circulars, notices or terms and conditions made available by the Bank to its customers from time to time.
  16. All entries made in books or accounts maintained by the Bank in connection with the Loan; any certificate relating to the Bank's cost of funds in respect of the Loan; and any opinion, determination or decision by the Bank's officers shall be conclusive evidence against the Borrower and be binding on the Borrower for all purposes, save to the extent of manifest error.
  17. Time shall be of the essence herein but no failure or delay by the Bank in exercising any right, power or remedy under these Terms and Conditions or any indulgence given or negotiation undertaken by the Bank shall operate as a waiver or in any way prejudice any of the rights, powers or remedies of the Bank hereunder.
  18. Where there is more than one person in the application for the Loan, the obligations and liabilities of all such persons shall be joint and several. Any instructions given by or communication with any one of them shall be deemed to be given by or communicated with all of them jointly.
  19. The Bank shall be entitled at any time at its sole and absolute discretion to assign, sub-participate or transfer any or all of its rights and obligations hereunder to any other persons without consent of or prior notice to the Borrower. The Loan is personal to the Borrower. The Borrower shall not be entitled to assign or transfer any of its rights and obligation hereunder.
  20. The Borrower agrees that these Terms and Conditions, interest rate and schedule of fees and charges (copy of the currently applicable schedule can be obtained from any branch of the Bank) may be varied by the Bank from time to time at its sole and absolute discretion provided that the Bank shall give not less than 30 days' prior notice to the Borrower before any change of the terms and conditions affecting fees and charges and the Borrower's liabilities or obligations.
  21. If any of the provisions of these Terms and Conditions is held to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision(s) is/are to be severed from the remaining provisions insofar as is possible without modifying or affecting the remaining provisions. Such provision shall not affect the validity of the remaining provisions.
  22. The Borrower agrees and confirms that:
    - (a) the Loan to be advanced by the Bank to the Borrower shall, upon drawdown of the Loan, automatically become part of the secured liabilities secured by the Mortgage.
    - (b) any security charged to the Bank by the Borrower (whether alone or jointly with any other person(s), party(ies), company(ies) or entity(ies)) for any purposes either before or after the application of the Loan shall also serve as a security of the Loan.
  23. If the Borrower shall experience any difficulty in repaying or servicing the Loan, the Borrower shall inform the Bank as soon as possible.
  24. Any notice, demand or other communication to the Borrower shall be sent to the Borrower's last known address or such other address as may have been notified in writing by the Borrower to the Bank and, if (i) delivered personally, shall be deemed to have been given at the time of such delivery, (ii) dispatched by letter postage prepaid, shall be deemed to have been given twenty-four (24) hours after posting, and (iii) transmitted by facsimile or other electronic means, shall be deemed to have been given at the time of dispatch provided that the Bank may give verbal notice to the Borrower and if more than one, any one of them. Whether personally or through the telephone, any verbal notice so given shall be immediately effective and binding upon the Borrower. Any notice or communication to the Bank shall not be effective until actually received by the Bank.
  25. In case of any inconsistency between the Chinese version and the English version of these Terms and Conditions, application forms, the English version shall prevail.
  26. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong and the Borrower hereby agrees to submit to the exclusive jurisdiction of the courts of Hong Kong for any dispute arising out of or in connection with these Terms and Conditions and/or the Loan.