

「專業彌償計劃貸款」服務申請表格  
**Professional Loan Services for Professional Indemnity Scheme**  
**Application Form**

注意 Note

- 閣下填寫表格前，請確認已經詳閱招商永隆銀行有限公司(「本行」)提供的本行《關於個人資料(私隱)條例致客戶的通知》(「該通知」)，才向本行提供閣下的個人資料。如閣下在此申請表格提供閣下的個人資料，即表示閣下接納本行的資料政策及同意資料政策中所載的個人資料之用途。如閣下沒有收到該通知，請聯絡分行職員或致電本行客戶服務熱線 230 95555 查詢。  
Before you fill in the form and provide CMB Wing Lung Bank Limited ("the Bank") with your personal details, please ensure that you have read the Bank's *Notice to Customers relating to the Personal Data (Privacy) Ordinance* ("the Notice"). By providing your personal details to the Bank under this application form, you shall be deemed to have accepted the Bank's Data Policy and agreed the use of your personal details as stated therein. If you have not received the Notice, please contact our branch staff or our Customer Services Hotline at 230 95555.
- 為保障申請人之利益，如貸款申請經由非獲本行所委任的第三方轉介或第三方就貸款申請予本行而向申請人收取任何貸款相關費用，本行有權不受理相關貸款申請。**To enhance protection of applicant's interests, the Bank reserves the right NOT to proceed with the relevant loan application, if the loan application is referred to the Bank by a third party who is not appointed by the Bank or any loan-related fees are charged or to be charged by the third party on the applicant for referring this loan application to the Bank.**
- 請以**英文正楷**填寫申請表格各欄，並於適當的空格內填上「✓」號。  
Please complete all sections in **BLOCK LETTERS**, and tick the appropriate boxes where applicable.
- 除特別註明「非必須填寫」外，所有部份必須填寫。如不提供相關資料，貸款申請可能無法處理。  
Except the section marked as "optional", all section(s) must be filled in obligatory. If relevant information is not provided, loan application may not be processed.
- 為免任何延誤導致未能如期繳付有關款項，申請表格及所須文件副本必須於繳款通知書上列明之繳款日期最少七個工作天前遞交至本行(任何遞交文件均不予以退還，申請人於簽署貸款確認書時，須遞交有關文件之正本，以供本行查核。)  
To avoid any delay in the payment of premium, please submit the application form together with copies of the required documents to the Bank at least 7 working days before the payment due date as stated on the debit note (Documents supplied are not returnable, originals of these documents are required for the Bank's verification upon the signing of Loan Offer Letter.)

銀行專用 For Bank Use Only
Dept./ Branch :
Staff No.:
Staff Name :
OA No. :
CRA Credit Checking Date :
CCRA Credit Checking Date
Referred by CMB : <input type="checkbox"/> Yes <input type="checkbox"/> No
CMB risk rating confirmation obtained : <input type="checkbox"/> Yes <input type="checkbox"/> No

A 貸款指示 Loan Instructions	
招商銀行轉介貸款申請 Loan Application Referred by CMB	<input type="radio"/> 是 Yes 招商銀行分行 CMB Branch : _____ 招商銀行客戶經理名稱 Name of RM : _____  <input type="radio"/> 否 No
總貸款金額： Total Loan Amount:	<b>總貸款金額 Total Loan Amount: 港幣 HKD _____ 元</b>  <input type="radio"/> 交專業彌償保費 Payment for the Professional Indemnity Scheme : 港幣 HKD _____ 元 <input type="radio"/> 現金提取金額 Cashout Amount Requested* *如選擇「現金提取金額」，請填寫以下資料 If you choose "Cashout Amount Requested", please complete the following information: 貸款金額: 港幣 HKD _____ 元 貸款用途 Loan Purpose: _____
提取貸款指示： Loan Drawdown Instruction:	請簽發本票一張抬頭為「香港律師彌償基金有限公司」以便本人(等)提取，並將貸款之餘額(如有)存入下列本人(等)於招商永隆銀行之儲蓄/往來賬戶內。Please issue a cashier order payable to "Hong Kong Solicitors Indemnity Fund Limited" for my/our collection and the balance of loan (if any) will be credited to my/our savings / current account with CMB Wing Lung Bank. 賬戶號碼 Account number: 6 _ _ _ - _ _ _ - _ _ _ - _ _ _
還款期： Repayment Tenor:	<input type="radio"/> 12 個月 Months <input type="radio"/> 24 個月 Months
B 借款人資料 Borrower(s) Information	
公司資料 Company Information	
律師行名稱： Name of Solicitor Firm:	英文 English : _____ 中文 Chinese : _____
經營性質 Trading as :	<input type="radio"/> 獨資經營 Sole-proprietorship <input type="radio"/> 合夥經營 Partnership
商業登記證號碼： BR Certificate Number:	成立日期： Date of establishment: _____ 年(YYYY) _____ 月(MM) _____ 日(DD)
公司註冊地址： Registered Address:	室 Flat 樓 Floor 座 Block 大廈 Building
	街道 Road / Street
	<input type="radio"/> 香港(HK) <input type="radio"/> 九龍(KLN) <input type="radio"/> 新界(NT) <input type="radio"/> 離島 Island(IS) <input type="radio"/> 海外 Overseas(OS)
通訊地址： Mailing Address:	室 Flat 樓 Floor 座 Block 大廈 Building
	街道 Road / Street
	<input type="radio"/> 香港(HK) <input type="radio"/> 九龍(KLN) <input type="radio"/> 新界(NT) <input type="radio"/> 離島 Island(IS) <input type="radio"/> 海外 Overseas(OS)

**B 借款人資料 (續) Borrower (s) Information (Continued)**
**公司資料 (續) Company Information(Continued)**

稅務合規： Tax Compliance:	稅務居住地 (請填寫所有您有繳稅義務之國家/司法管轄區) Country of Residence for Tax Purposes (Please indicate all the country(ies) / jurisdiction(s) where you are liable or subject to tax)
	註：作為一家金融機構，本行不容許提供稅務建議。請注意，一般情況下您在某國家/司法管轄區有繳稅義務未必代表您在該國家/司法管轄區有應繳稅項。若您對當前稅務居住地狀態的定義有任何問題，請諮詢您的稅務/法律顧問或當地稅務機構。 Notes: As a financial institution, we are not allowed to give tax advice. Please note that, generally, the fact that you are liable or subject to tax in a country / jurisdiction does not necessarily mean you have tax balance due in the country / jurisdiction. If you have any questions about defining your tax residency status, please consult your tax / legal adviser or local tax authority.
	本人/公司現確認及聲明 (請選擇全部適用空格)：I/We hereby confirm and declare that (Please select all applicable boxes):
	(1) <input type="radio"/> 本人/公司曾在任何國家/司法管轄區犯有稅務罪行或逃稅行為或因此被定罪。 I/We have committed or been convicted of tax crimes or tax evasion cases in any country / jurisdiction.
	(2) <input type="radio"/> 本人/公司目前正接受有關監管機構作稅務調查或稅務稽核。 I am/We are currently under tax investigation or tax audit by relevant authority.
	(3) <input type="radio"/> 由於稅務不合規問題，本人/公司曾參與任何自願性稅務合規計劃。 Due to tax non-compliance, I/we have participated in any VTC programme(s).

聯絡人姓名： Contact Person:	先生 Mr/小姐 Ms
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聯絡電話： Contact No.:	電郵地址 (非必須填寫)： Email Address (Optional):
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獨資東主/合夥人資料 Sole-Proprietor / Partner(s) information	合夥人數目： No of Partners:	
	獨資東主/合夥人姓名 Name(s) of Sole-proprietor / Partner(s)	稅務合規 Tax Compliance
	1. 姓名： Name:	稅務居住地 (請填寫所有您有繳稅義務之國家/司法管轄區) Country of Residence for Tax Purposes (Please indicate all the country(ies) / jurisdiction(s) where you are liable or subject to tax)
	身份證明文件種類及號碼： Document Type and No.: <input type="radio"/> 身份證號碼 ID Card No.	註：作為一家金融機構，本行不容許提供稅務建議。請注意，一般情況下您在某國家/司法管轄區有繳稅義務未必代表您在該國家/司法管轄區有應繳稅項。若您對當前稅務居住地狀態的定義有任何問題，請諮詢您的稅務/法律顧問或當地稅務機構。 Notes: As a financial institution, we are not allowed to give tax advice. Please note that, generally, the fact that you are liable or subject to tax in a country / jurisdiction does not necessarily mean you have tax balance due in the country / jurisdiction. If you have any questions about defining your tax residency status, please consult your tax / legal adviser or local tax authority.
	<input type="radio"/> 護照號碼 Passport No.	本人/公司現確認及聲明 (請選擇全部適用方格)： I/We hereby confirm and declare that (Please select all applicable boxes):
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<p>3. 姓名： Name:</p>	<p>稅務居住地（請填寫所有您有繳稅義務之國家／司法管轄區） Country of Residence for Tax Purposes (Please indicate all the country(ies) / jurisdiction(s) where you are liable or subject to tax)</p>
<p>身份證明文件種類及號碼： Document Type and No.:</p> <p><input type="radio"/> 身份證號碼 ID Card No.</p> <p><input type="radio"/> 護照號碼 Passport No.</p>	<p>註：作為一家金融機構，本行不容許提供稅務建議。請注意，一般情況下您在某國家／司法管轄區有繳稅義務未必代表您在該國家／司法管轄區有應繳稅項。若您對當前稅務居住地狀態的定義有任何問題，請諮詢您的稅務／法律顧問或當地稅務機構。 Notes: As a financial institution, we are not allowed to give tax advice. Please note that, generally, the fact that you are liable or subject to tax in a country / jurisdiction does not necessarily mean you have tax balance due in the country / jurisdiction. If you have any questions about defining your tax residency status, please consult your tax / legal adviser or local tax authority.</p> <p>本人／公司現確認及聲明（請選擇全部適用方格）： I/We hereby confirm and declare that (Please select all applicable boxes):</p> <p>(1) <input type="radio"/> 本人／公司曾在任何國家／司法管轄區犯有稅務罪行或逃稅行為或因此被定罪。 I/We have committed or been convicted of tax crimes or tax evasion cases in any country / jurisdiction.</p> <p>(2) <input type="radio"/> 本人／公司目前正接受有關監管機構作稅務調查或稅務稽核。 I am/We are currently under tax investigation or tax audit by relevant authority.</p> <p>(3) <input type="radio"/> 由於稅務不合規問題，本人／公司曾參與任何自願性稅務合規計劃。 Due to tax non-compliance, I/we have participated in any VTC programme(s).</p>
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<p>5. 姓名： Name:</p>	<p>稅務居住地（請填寫所有您有繳稅義務之國家／司法管轄區） Country of Residence for Tax Purposes (Please indicate all the country(ies) / jurisdiction(s) where you are liable or subject to tax)</p>
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身份證明文件種類及號碼： Document Type and No.:  <input type="radio"/> 身份證號碼 ID Card No.    <input type="radio"/> 護照號碼 Passport No.	註：作為一家金融機構，本行不容許提供稅務建議。請注意，一般情況下您在某國家／司法管轄區有繳稅義務未必代表您在該國家／司法管轄區有應繳稅項。若您對當前稅務居住地狀態的定義有任何問題，請諮詢您的稅務／法律顧問或當地稅務機構。 Notes: As a financial institution, we are not allowed to give tax advice. Please note that, generally, the fact that you are liable or subject to tax in a country / jurisdiction does not necessarily mean you have tax balance due in the country / jurisdiction. If you have any questions about defining your tax residency status, please consult your tax / legal adviser or local tax authority.  本人／公司現確認及聲明（請選擇全部適用方格）： I/We hereby confirm and declare that (Please select all applicable boxes): (1) <input type="radio"/> 本人／公司曾在任何國家／司法管轄區犯有稅務罪行或逃稅行為或因此被定罪。 I/We have committed or been convicted of tax crimes or tax evasion cases in any country / jurisdiction. (2) <input type="radio"/> 本人／公司目前正接受有關監管機構作稅務調查或稅務稽核。 I am/We are currently under tax investigation or tax audit by relevant authority. (3) <input type="radio"/> 由於稅務不合規問題，本人／公司曾參與任何自願性稅務合規計劃。 Due to tax non-compliance, I/we have participated in any VTC programme(s).
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身份證明文件種類及號碼： Document Type and No.:  <input type="radio"/> 身份證號碼 ID Card No.    <input type="radio"/> 護照號碼 Passport No.	註：作為一家金融機構，本行不容許提供稅務建議。請注意，一般情況下您在某國家／司法管轄區有繳稅義務未必代表您在該國家／司法管轄區有應繳稅項。若您對當前稅務居住地狀態的定義有任何問題，請諮詢您的稅務／法律顧問或當地稅務機構。 Notes: As a financial institution, we are not allowed to give tax advice. Please note that, generally, the fact that you are liable or subject to tax in a country / jurisdiction does not necessarily mean you have tax balance due in the country / jurisdiction. If you have any questions about defining your tax residency status, please consult your tax / legal adviser or local tax authority.  本人／公司現確認及聲明（請選擇全部適用方格）： I/We hereby confirm and declare that (Please select all applicable boxes): (1) <input type="radio"/> 本人／公司曾在任何國家／司法管轄區犯有稅務罪行或逃稅行為或因此被定罪。 I/We have committed or been convicted of tax crimes or tax evasion cases in any country / jurisdiction. (2) <input type="radio"/> 本人／公司目前正接受有關監管機構作稅務調查或稅務稽核。 I am/We are currently under tax investigation or tax audit by relevant authority. (3) <input type="radio"/> 由於稅務不合規問題，本人／公司曾參與任何自願性稅務合規計劃。 Due to tax non-compliance, I/we have participated in any VTC programme(s).
8. 姓名： Name:	稅務居住地（請填寫所有您有繳稅義務之國家／司法管轄區） Country of Residence for Tax Purposes (Please indicate all the country(ies) / jurisdiction(s) where you are liable or subject to tax)
身份證明文件種類及號碼： Document Type and No.:  <input type="radio"/> 身份證號碼 ID Card No.    <input type="radio"/> 護照號碼 Passport No.	註：作為一家金融機構，本行不容許提供稅務建議。請注意，一般情況下您在某國家／司法管轄區有繳稅義務未必代表您在該國家／司法管轄區有應繳稅項。若您對當前稅務居住地狀態的定義有任何問題，請諮詢您的稅務／法律顧問或當地稅務機構。 Notes: As a financial institution, we are not allowed to give tax advice. Please note that, generally, the fact that you are liable or subject to tax in a country / jurisdiction does not necessarily mean you have tax balance due in the country / jurisdiction. If you have any questions about defining your tax residency status, please consult your tax / legal adviser or local tax authority.  本人／公司現確認及聲明（請選擇全部適用方格）： I/We hereby confirm and declare that (Please select all applicable boxes): (1) <input type="radio"/> 本人／公司曾在任何國家／司法管轄區犯有稅務罪行或逃稅行為或因此被定罪。 I/We have committed or been convicted of tax crimes or tax evasion cases in any country / jurisdiction. (2) <input type="radio"/> 本人／公司目前正接受有關監管機構作稅務調查或稅務稽核。 I am/We are currently under tax investigation or tax audit by relevant authority. (3) <input type="radio"/> 由於稅務不合規問題，本人／公司曾參與任何自願性稅務合規計劃。 Due to tax non-compliance, I/we have participated in any VTC programme(s).



銀行關係 Bank Relationship	<p>截至本申請表日期，若 貴公司有任何商號，合夥或非上市公司，如(1) 貴公司之任何董事、合夥人、經理或代理人是本行(包括其分行、附屬公司、聯屬公司，以及本行能對其行使控制的其他實體)之董事/控權人<sup>註1</sup>(以下統稱指定人士)、或指定人士之親屬；或(2) 貴公司是被本行之董事/行政總裁/高級管理層及主要職員/僱員/控權人、或其親屬所能控制；或(3) 貴公司是本行的控權人、附屬公司、聯屬公司，以及本行能對其行使控制的其他實體；或(4) 貴公司的任何擔保人是本行的控權人、董事、或其親屬；請填寫以下資料。</p> <p>As at the date of this application, for any firm, partnership or non-listed company, if (1) your directors, partners, managers or agents, is the director/controller <sup>note 1</sup>(hereinafter collectively refer to as the specified persons) of the Bank (including their branches, subsidiaries, affiliates and other entities over which the Bank is able to exert control) or the relatives of the specified persons; Or (2) you are controlled by any of the Bank's director / chief executive / senior management and key staff / employee / controller or their relatives; Or (3) you are the Bank's controller, subsidiaries, affiliates and other entities over which the Bank is able to exert control; Or (4) your guarantors is a controller or director of the Bank or their relatives, please complete the following information.</p> <p>有關人士的姓名或公司名稱(英文):          Name of the relevant person or company (in English): _____</p> <p>與申請人關係:          Relationship with the Applicant: _____</p> <p>倘若日後本人(等)/本公司身份有變,即本人(等)/本公司成為上述任何人士或其親屬,本人(等)/本公司承諾會儘快知會銀行。          I/We undertake to notify the Bank promptly should my/our status change, i.e. I/we become one of the above persons or their relatives.</p> <p>備註: 註1 - 「控權人」指單獨或連同其他相聯控權人持有已發行股份10%或以上的股東。          Remark: note 1 - "controller" means shareholder holding 10% or more of the issued shares alone or together with associates.</p>																								
第三方轉介貸款申請 Third Party Loan Application Referral	<p>為加強保障客戶的利益,以及降低因涉及欺詐的貸款中介公司可能採用不當手法而帶來的潛在風險,請貸款申請人作出以下聲明。          To enhance the protection of the customer's interests and to reduce the potential risks arising from possible malpractices by fraudulent lending intermediaries, loan applicants are to make below declaration.</p> <p>本人/公司現確認及聲明(請在適當的空格內填上✓號,否則請留空):          I/We hereby confirm and declare that (Please mark ✓ where applicable, otherwise please leave blank):</p> <p><input type="radio"/> 本貸款申請是經由第三方所轉介。This loan application is referred by a third party.</p> <p>(如選擇此選項,申請人須另填寫及提交「第三方轉介貸款申請確認表格」;如不選擇此選項,申請人即已確認本貸款申請不是經由第三方所轉介)          (If you choose this option, the applicant must complete and submit a "Third Party Loan Application Referral Confirmation Form"; if you do not choose this option, the applicant confirmed that this loan application is not referred by a third party.)</p>																								
信貸資料 Credit Reference	<p>閣下在其他銀行是否有專業彌償貸款?          Have you obtained any professional indemnity loan from other bank(s)?</p> <p><input type="radio"/> 否 No  <input type="radio"/> 是,請填寫下列資料 Yes, please fill in details in below</p> <p>銀行名稱 Name of Bank: _____</p> <p>本金結欠 Outstanding Amount: 港幣 HKD _____ 元</p> <p>本人(等)全部及正確之信貸資料如下:          My/Our credit facilities with full and accurate details are as below:</p> <table border="1" data-bbox="368 1451 1583 1928"> <tr> <td>銀行/財務 機構名稱: Name of Bank / Financial Institution:</td> <td></td> <td>銀行/財務 機構名稱: Name of Bank / Financial Institution:</td> <td></td> </tr> <tr> <td>信貸類別: Type of Facility:</td> <td> <input type="radio"/> 分期貸款 Instalment Loan  <input type="radio"/> 按揭貸款 Mortgage Loan  <input type="radio"/> 商業相關 Commercial related         </td> <td>信貸類別: Type of Facility:</td> <td> <input type="radio"/> 分期貸款 Instalment Loan  <input type="radio"/> 按揭貸款 Mortgage Loan  <input type="radio"/> 商業相關 Commercial related         </td> </tr> <tr> <td>貸款金額: Loan Amount:</td> <td>港幣 HKD _____ 元</td> <td>貸款金額: Loan Amount:</td> <td>港幣 HKD _____ 元</td> </tr> <tr> <td>每月供款金額: Monthly Instalment:</td> <td>港幣 HKD _____ 元</td> <td>每月供款金額: Monthly Instalment:</td> <td>港幣 HKD _____ 元</td> </tr> <tr> <td>尚餘期數: Outstanding Tenor:</td> <td></td> <td>尚餘期數: Outstanding Tenor:</td> <td></td> </tr> <tr> <td>還款人: Repayment By:</td> <td> <input type="radio"/> 本人(等) Me/Us  <input type="radio"/> 公司 Company         </td> <td>還款人: Repayment By:</td> <td> <input type="radio"/> 本人(等) Me/Us  <input type="radio"/> 公司 Company         </td> </tr> </table>	銀行/財務 機構名稱: Name of Bank / Financial Institution:		銀行/財務 機構名稱: Name of Bank / Financial Institution:		信貸類別: Type of Facility:	<input type="radio"/> 分期貸款 Instalment Loan <input type="radio"/> 按揭貸款 Mortgage Loan <input type="radio"/> 商業相關 Commercial related	信貸類別: Type of Facility:	<input type="radio"/> 分期貸款 Instalment Loan <input type="radio"/> 按揭貸款 Mortgage Loan <input type="radio"/> 商業相關 Commercial related	貸款金額: Loan Amount:	港幣 HKD _____ 元	貸款金額: Loan Amount:	港幣 HKD _____ 元	每月供款金額: Monthly Instalment:	港幣 HKD _____ 元	每月供款金額: Monthly Instalment:	港幣 HKD _____ 元	尚餘期數: Outstanding Tenor:		尚餘期數: Outstanding Tenor:		還款人: Repayment By:	<input type="radio"/> 本人(等) Me/Us <input type="radio"/> 公司 Company	還款人: Repayment By:	<input type="radio"/> 本人(等) Me/Us <input type="radio"/> 公司 Company
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還款方式 Loan repayment Method	<p>請選擇以下其中一項:          Please select one of the following:</p> <p><input type="radio"/> 以現金/支票 By cash / cheque  <input type="radio"/> 在本人(等)開設於招商永隆銀行有限公司之賬戶內支取(請填寫授權支賬一欄)          By direct debit to my/our account with CMB Wing Lung Bank Limited (please fill in the Direct Debit Authorization section)</p>																								

授權支賬 (如適用) Direct Debit Authorization (If applicable)	本人 (等) 現僅以不可撤銷之方式授權招商永隆銀行有限公司從本人 (等) 之招商永隆銀行有限公司儲蓄 / 往來賬戶支付每月還款額、應付利息、手續費、逾期利息、及其他一切費用。 I/We hereby irrevocably authorize CMB Wing Lung Bank Limited to debit the monthly repayment, accrued interest, handling charge, overdue interest and all other charges to my/our company's savings / current account with CMB Wing Lung Bank Limited. 賬戶號碼： Account Number: 6.....-.....-.....
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**C 聲明及同意書 Declaration and Agreement**
**i. 一般條款 General Conditions**

- 招商永隆銀行有限公司 (「銀行」) 可能將本人 (等) 賬戶的任何資料向以下人士透露：(a) 本人 (等) 現有或擬有任何交易的金融機構或商人或任何信貸資料機構，(b) 可能或已經承讓或參予任何銀行資產或業務的任何人，(c) 提供任何服務給銀行的任何代理人、承包商或供應商，(d) 關聯公司或附屬公司，(e) 對銀行有保密責任的任何人士及 (f) 遵照香港或其他地方的任何政府機關或法庭的要求或法令的任何人士。CMB Wing Lung Bank Limited (「the Bank」) may disclose any information about my/our account to (a) any financial institutions or merchants with which I/we have or propose to have any dealing or any credit reference agencies (「CRA」), (b) any proposed or actual participant in, or assignee or transferee of, any of the Bank's assets or business, (c) any agent, contractor or provider of any service to the Bank, (d) associated or affiliated companies, (e) any person under a duty of confidentiality to the Bank, and (f) any person pursuant to a requirement or an order of any government authority or court in Hong Kong or elsewhere.
- 如本人 (等) 為個人，本人 (等) 同意銀行可使用及透露本人 (等) (銀行在任何時間收集) 的個人資料作為參照銀行現時的個人資料聲明或政策的用途 (包括在《個人資料 (私隱) 條例》中定義的核對程序) 及給予 (在香港內外) 的人士。本人 (等) 要求銀行就銀行相信本人 (等) 可能有興趣的任何財政服務與本人 (等) 聯絡。If I am/we are an individual, I/we agree that the Bank may use and disclose my/our personal data (collected by the Bank at any time) for the purposes (including matching procedures, as defined in the Personal Data (Privacy) Ordinance (「the Ordinance」)) and to the persons (in or outside Hong Kong) as referred to in the Bank's current statement or policy on personal data. I/We request the Bank to contact me/us on any financial services the Bank believes may be of interest to me/us.

**ii. 一般聲明 General Declaration**

- 本人 (等) 證實上述填報之資料、各附頁 (如有) 及附上之文件全屬真實、正確和完備，並授權銀行可隨時以任何其認為適當之途徑以確認該等資料及有關資料之真確性及與有關方面交換資料及索取其他關於本人 (等) 的資料。本人 (等) 並知悉及同意銀行可根據不時給予本人 (等) 之月結單、通函、章程及條款內所載有關披露個人資料的政策或通知作指定用途及向指定人士披露或轉移本人 (等) 的個人資料。本人 (等) 同意及明白在銀行認為適合的情況下，銀行可能隨時及不時將其持有的客戶資料轉移至其他地方 (包括香港以外的地區)。銀行將根據《個人資料 (私隱) 條例》(「該條例」) 所述程序參考由信貸資料機構提供有關客戶的信貸報告。本人 (等) 同意向銀行提供本人 (等) 的個人資料及其他資料作促銷、信貸審查、收取欠款或任何其他其認為適當之用途。本人 (等) 知悉假若賬戶在結束前五年內並無任何重要欠賬，則本人 (等) 有權在全數清還欠賬後結束賬戶時，指示銀行要求信貸資料機構自其資料庫中刪除與該已結束賬戶有關的任何賬戶資料。本人 (等) 同意此申請表格所有提供之資料均受銀行不時頒佈有關個人資料的客戶通知之約束。該個人資料的客戶通知可以於銀行任何一間分行索取或於銀行網頁 [www.cmbwinglungbank.com](http://www.cmbwinglungbank.com) 瀏覽。I/We confirm, warrant and declare that the information given in this application form, on relevant supplementary sheet(s) and attached document(s) is/are true, correct and complete and authorize the Bank to contact any party for verification and disclose or to obtain further information when deemed necessary. I/We also acknowledge and agree that from time to time, all personal data relating to me/us (「the data」) may be used and disclosed by the Bank for such purposes and to such persons in accordance with the Bank's policies or notices on use and disclosure of personal data as set out in statements, circulars, notice of terms and conditions made available to customers. I/We agree and understand that the data held by the Bank relating to me/us may be transferred to other places (including places outside Hong Kong) at any time and from time to time where the Bank deems necessary. I/We acknowledge that the Bank shall, in accordance with the requirements set out in the Ordinance, consider a credit report in determining my / our application. I / We agree that the data and other information related to me/us may be used or disclosed for direct marketing, credit checking and debt collecting or any purposes that the Bank may consider appropriate. I/We acknowledge that upon termination of the account by full repayment and on condition that there has not been, within 5 years immediately before account termination, any material default on the account, will have the right to instruct the Bank to make a request to the CRA to delete from its database any account data relating to the terminated account. I/We agree that all information provided in this form shall be subject to the Notice to customers relating to personal data from time to time issued by the Bank. A copy of such notice is available on request at any of the Bank's branches or from the Bank's website [www.cmbwinglungbank.com](http://www.cmbwinglungbank.com).
- 本人 (等) 明白及同意銀行保留拒絕此申請之權利並無須就此作出任何解釋。本人 (等) 亦同意無論此申請批核與否，本人 (等) 所遞交之申請表格及一切有關文件之影印本將不會獲退還。銀行有權隨時要求本人 (等) 提供其他資料 / 文件。I/We understand and agree that the Bank reserves the right to reject this application without giving any explanation and further agree that this application form and the copy documents supplied are not returnable whether the application is approved or not. The Bank reserves the right to, at any time, request further information/document(s) from me/us.
- 本人 (等) 確認已閱讀及清楚明白銀行提供之「專業彌償計劃貸款」服務條款及細則、本申請表格內各項條款、「專業彌償計劃貸款」服務推廣優惠條款及細則、「專業彌償計劃貸款」服務產品資料概要及本行《關於個人資料 (私隱) 條例致客戶的通知》之法律效用。本人 (等) 確認本人 (等) 已將該以上條款及細則及該通知之內容知會本人 (等) 公司之其他合夥人，而他們均同意於本申請批核後遵守及受該等條款所約束。I/We confirm that I/we have read and fully understood the legal effect of the 「Terms and Conditions of Professional Loan Services for Professional Indemnity Scheme», Terms and Conditions in this application form, 「Terms and Conditions of Professional Loan Services for Professional Indemnity Scheme Promotional Offer», 「Key Facts Statement (KFS) of Professional Loan Services for Professional Indemnity Scheme» and the Bank's Notice to Customers relating to the Personal Data (Privacy) Ordinance (「the Notice」) provided by the Bank. I/We further confirm that I/we have already notified the other partner(s) of my/our firm the contents in the said Terms and Conditions and the Notice, and they all agreed with the use of data in the manner as stipulated herein.
- 若本人 (等) 提供任何不正確或錯誤資料，本人 (等) 亦明白及確認根據香港特別行政區法律，本人 (等) 可被控觸犯有關欺詐及提供錯誤資料之刑事罪行。I/We also understand and acknowledge that if I/we give any incorrect or false information, I/we may be guilty of criminal offence related to deception and false information under the Laws of Hong Kong Special Administrative Region.
- 本人 (等) 確認本人 (等) 並沒有因拖欠款項而遭任何財務機構取消本人 (等) 所申請之信用卡及 / 或無抵押貸款 (包括私人貸款、稅務貸款、循環貸款及 / 或本文沒有提及之任何貸款類別)。本人 (等) 確認本人 (等) 最近在任何財務機構並沒有超過 30 日之逾期還款 (包括信用卡及任何無抵押貸款)。本人 (等) 進一步確認本人 (等) 從沒有被頒布破產令，亦沒有向法院申請破產或意圖申請破產。I/We confirm that no credit card and/or unsecured loan (including without limitation personal loan, tax loan, any loan with a revolving nature and/or any kinds of loan that are not mentioned) under my/our name issued or provided by any financial institutions has been cancelled due to default in payment and there is no current overdue payment exceeding 30 days in respect of my/our indebtedness (including credit card and any unsecured loans) with other financial institutions. I/We further confirm that no bankruptcy order has ever been made against me/us and I am/we are neither in the process of petitioning for bankruptcy nor have any intention so to do.
- 如申請人為獨資或合夥公司，本人 (等) 會不時 (按銀行或其他要求) 向銀行提供根據《該條例》及任何其他的個人資料。銀行及其關聯公司特此授權根據銀行不時提供予本人 (等) 之該通知內有關條例所指之目的使用該個人資料，或向該通知內所指之附屬公司或銀行之服務供應商披露該個人資料。本人 (等) 同意本人 (等) 的個人資料或會被銀行，其附屬公司或銀行之服務供應商轉移至香港以外地方處理和使用作核對程序 (無論是否採取任何不利本人 (等) 的行動)。If the Applicant is a sole proprietorship or partnership, from time to time, I/We may (on request of the Bank or otherwise) provide to the Bank personal data as defined in the Ordinance and any other information. The Bank and its affiliates are hereby authorized to use that personal data or information for the purposes referred to the Notice given to me/us from time to time to disclose such personal data or information to the persons referred to in the Notice and to the subsidiaries and the service providers of the Bank and for the purpose referred to in the Notice. I/We agree that my/our personal data or information may be transferred to, and processed and used in, a place outside Hong Kong by the Bank or any of the subsidiaries or service providers of the Bank. I/We consent to use of any of my/our personal data or information by the Bank or any of the subsidiaries or service providers of the Bank for the purpose of a matching procedure (whether or not with a view to taking any adverse action against me/us).
- 如申請人為獨資或合夥公司，本人 (等) 已確認收閱本行《關於個人資料 (私隱) 條例致客戶的通知》(「該通知」) 並同意收閱該通知內之條款。銀行會不時把該通知發送給銀行客戶，該通知列明條例之所載事項，特別是本人 (等) 的個人資料或會被如何使用及會向誰披露。如本人 (等) 繼續本人 (等) 的申請，該通知適用於從本人 (等) 收集的個人資料。If the Applicant is a sole proprietorship or partnership, I/we acknowledge and confirm that I/we have received and read the Bank's Notice to Customers relating to the Personal Data (Privacy) Ordinance (「the Notice」) and agree the use of personal

data in the manner as stipulated therein. *The Notice* is given to the Bank's customers from time to time and set out matters required under the Ordinance to be notified to me/us. In particular, it sets out how personal data relating to me/us may be used and to whom it may be disclosed. Should I/we proceed with my/our application, *the Notice* will apply to all personal data collected from me/us.

8. 本人（等）同意並接納銀行可就此項申請而取得及審議兩份信貸報告，一份為個人信貸報告，另一份為公司信貸報告。本人（等）確認本人（等）已知會本人（等）公司之其他合夥人而他們均同意並授權銀行在其認為適當的情況下，可使用他們或任何一位之資料作信貸查閱及／或檢討。本人（等）進一步聲明本人（等）並不規定、請求或要求銀行（以書面或其他方式）通知本人（等），銀行已取得及審議有關信貸報告，而本人（等）可向環聯資訊有限公司（電話：2577 1816）查閱或更正有關個人信貸報告，及／或向美國鄧白氏商業資料（香港）有限公司（電話：2516 1100）查閱或更正有關公司信貸報告。I/We acknowledge and accept that the Bank may obtain and consider two credit reports in connection with this application. One is personal credit report, another one is company credit report. I/We confirm that I/we have already notified the other partner(s) of my/our firm and they all agree and authorize the Bank to access their data for the purposes of credit checking and/or credit review when deemed necessary. I/We further declare that I/we do not require, request or demand any notification (written or otherwise) from the Bank to me/us that such credit report has been obtained and considered and that I/we may have access to or correct such personal credit report by TransUnion Limited (Telephone No.: 2577 1816), and/or such company credit report by Dun & Bradstreet (HK) Limited (Telephone No.: 2516 1100).
9. 本人（等）同意銀行可提供本借款之擔保人有關借款文件、還款通知書及結單等。I/We agree that the Bank may release related loan documentation, letter of demand and bank statement etc. to the guarantor of the Loan.
10. 本人（等）完全明白如本聲明與事實不符，本人（等）將會有刑事責任（包括但不限於詐騙罪）。I/We fully understand I/we may incur criminal liabilities (including but not limited to the offence of fraud) if this declaration is not true.
11. 本人（等）同意本負債聲明可在任何法庭作呈堂證供。I/We agree that this declaration is admissible as evidence in any court of law.

**iii. 負債聲明 Declaration of Debt Obligation**

1. 本人（等）完全明白如本聲明與事實不符，本人（等）將會有刑事責任（包括但不限於詐騙罪）。I/We fully understand I/we may incur criminal liabilities (including but not limited to the offence of fraud) if this declaration is not true.
2. 本人（等）同意本負債聲明可在任何法庭作呈堂證供。I/We agree that this declaration is admissible as evidence in any court of law.

**iv. 有關披露資料予招商銀行有限公司（「招商銀行」）之客戶同意 Customer Consent – Disclosure of Information to China Merchants Bank Company Limited (“CMB”)**

為提升電話銀行的服務質素，本人（等）知悉銀行已外判招商銀行作為電話服務中心的服務供應商。為使招商銀行能為本人（等）提供相應的銀行服務，銀行需要向招商銀行披露本人（等）的基本客戶資料，如所有有關賬戶資料（包括存款、貸款、信用卡賬戶資料）、有關賬戶交易詳情、狀況、收費及利息等資料。獲得本人（等）同意後，銀行將根據對持有的客戶資料保密或其任何具法律約束力的規定，將本人（等）上述之資料披露及轉移至招商銀行設立於中國內地之電話服務中心。該處可能沒有與《個人資料（私隱）條例》大體上相似或達致與此條例的目的相同的法律，亦即是說，本人（等）的個人資料未必可以獲得與在香港相同或類似程度的保障。I/We acknowledge that for the purpose of enhancing the quality of telephone banking services, the Bank has outsourced the Call Centre of CMB as the service provider. In order to enable CMB to provide the corresponding banking services to me/us, the Bank shall disclose my/our basic customer information to CMB such as all relevant account information (including deposits, lending, credit card accounts information), transactions details of relevant account, status, charges and interests information, etc. Upon obtaining my/our consent, my/our information as mentioned above shall be disclosed and transferred to the Call Centre of CMB situated in PRC in accordance with the duty of confidentiality to the customer data or any requirements with legal effect, where there may not be in place data protection laws which are substantially similar to, or serve the same purposes as, the Personal Data (Privacy) Ordinance. That means my/our personal data may not be protected to the same or similar level in Hong Kong.

現本人（等）表示：I/We hereby:

- 同意把本人（等）上述之個人資料披露及轉移至香港境外 Consent to the above disclosures and transfer of my/our personal data outside Hong Kong
- 不同意把本人（等）上述之個人資料披露及轉移至香港境外 DO NOT consent to the above disclosures and transfer of my/our personal data outside Hong Kong

本人（等）明白及自願選擇是否給予同意，本人（等）其後可書面通知銀行撤銷上述同意。I/We understand it is my/our voluntary choice whether to give consent. I/We may subsequently withdraw my/our consent by written notice to the Bank.

根據《個人資料（私隱）條例》，閣下可隨時選擇不再收取本行之宣傳單張，如有需要，請以書面形式通知本行的資料保護主任，（地址：香港中環德輔道中45號，招商永隆銀行有限公司，資料保護主任。傳真：2782 3895），此項安排不另收費。According to the Personal Data (Privacy) Ordinance, you may, at any time and without charge, choose not to receive our future promotional materials from the CMB Wing Lung Bank Limited. Please inform us in writing in case of such a request to the Data Protection Officer (Address: The Data Protection Officer, CMB Wing Lung Bank Limited, 45 Des Voeux Road Central, Hong Kong, Fax no. 2782 3895).



**v. 選擇拒絕在直接促銷中使用個人資料之要求 Application for Opt-Out from Use of Personal Data in Direct Marketing**

 致：招商永隆銀行有限公司(“貴行”)  
 To: CMB Wing Lung Bank Limited (the “Bank”)  
 傳真號碼Fax No. : 2782 3895  
 日期Date : \_\_\_\_\_

 客戶姓名(正楷) Name of Customer (in BLOCK LETTERS) : \_\_\_\_\_  
 賬戶號碼Account Number : \_\_\_\_\_  
 證件號碼Identity Document Number : \_\_\_\_\_  
 聯絡電話Contact Number : \_\_\_\_\_

 以下方格內加上剔號(“✓”) 即代表本人之選擇:  
 The following boxes are checked with a “✓” to indicate my preferences:

**[A] 直接促銷的方式 Means of communications in direct marketing**

 本人 **不希望** 貴行以下列直接促銷途徑使用本人的個人資料：  
 I **do not wish** the Bank to use my personal data in direct marketing through the following channels:

- 郵寄 Mail  
 電話 Phone  
 電郵 Email  
 短訊 SMS  
 傳真 Fax  
 「一點通」推送通知 Wintech Push Notification  
 所有途徑(包括但不限於郵寄、電話、電郵、短訊、傳真及「一點通」推送通知)  
 All channels (including but not limited to Mail, Phone, Email, SMS, Fax and Wintech Push Notification)

**[B] 向他人提供個人資料 Provision of personal data to others**

 就貴行可能將本人的個人資料提供予其他人士，以供該等人士在直接促銷中使用，本人 **不希望** 貴行將本人的個人資料提供予：  
 The Bank may provide my personal data to other persons for their use in direct marketing. I **do not wish** the Bank to provide my personal data for use in direct marketing by:

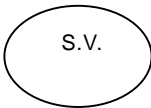
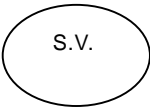
- 任何其他人士，但不包括貴行之附屬公司。 any other persons except the Bank’s subsidiaries.  
 任何其他人士，不論該等人士是否貴行之銀行集團成員。 any other persons whether or not such persons are members of the Bank Group.

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貴行傳達的任何選擇。本人明白如申請資料不完整或欠準確，有關申請將無法進行。

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 application. I understand the Bank may not be able to process my request if any of the information is incomplete or incorrect.

本人以上的選擇適用於就貴行“私隱政策聲明”及“關於個人資料(私隱)條例致客戶的通知”(“該通知”)中所列出的產品、服務及/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。

My above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Bank’s Privacy Policy Statement and Notice to Customers to the Personal Data (Privacy) Ordinance (the “Notice”). I should also refer to the Notice on the kinds of personal data which may be used in direct marketing and the persons to which my personal data may be provided for them to use in direct marketing.

	
申請人簽署 Signature(s) of Applicant(s) ^ ^獨資東主或合夥人簽署及蓋上公司印章 Signature(s) of the sole-proprietor or partner(s) of the company and stamped with the company chop	經所有合夥人同意授權於提取貸款時簽署的合夥人簽署 (至少兩位) Signatures of authorized partners to sign the loan offer letter on behalf of the firm during loan drawdown (at least two)

日期 Date: \_\_\_\_\_

日期 Date: \_\_\_\_\_

<b>銀行專用 FOR BANK USE ONLY</b>	Branch/Dept:	BCIF No(s):
	S.V.:	Checker: _____ (Date)



附上下列文件副本 Enclosed herewith are photocopies of the following documents\* :

- 獨資東主／合夥人之香港身份證  
Hong Kong Identity Card of the sole proprietor / partner(s)
- 獨資東主／合夥人之最近 3 個月內發出之現居住址證明  
Residential proof within the recent 3 months of the sole proprietor / partner(s)
- 商業登記證  
Business Registration Certificate
- 最近利得稅稅單  
Latest profit tax Demand Note
- 最近 6 個月公司內部管理賬目  
Internal management account within the recent 6 months
- 最近 6 個月公司主要之銀行月結單／存摺  
Company's bank statements / passbook from major banks within the recent 6 months
- 強制性專業彌償計劃繳款通知書  
Compulsory Professional Indemnity Scheme Debit Note
- 強制性專業彌償計劃計算摘要  
Compulsory Professional Indemnity Scheme calculation summary
- 公司租約／最近 3 個月公司租金收據  
Company's tenancy agreement / rental receipts within the recent 3 months

\*備註 Remarks :

1. 申請人必須提供上述文件之正本供銀行核實。  
The original of the above documents must be produced to the Bank for verification purposes.
2. 最終獲批核之貸款金額將按個別客戶情況而定。  
The final approved loan amount is subject to adjustment in accordance with the circumstances of individual borrower.
3. 銀行將按客戶的財務狀況及信貸調查結果釐定貸款金額、息率及相關條款及細則等，如有任何爭議，銀行保留最終決定權。  
The loan amount, interest rate and other related terms and conditions that a customer is entitled to are subject to the evaluation of the customer's financial status and credit check results. In case of any dispute, the decision of the Bank shall be final.
4. 銀行保留貸款申請之最終批核權及隨時終止貸款優惠，而無須給予任何理由。  
The approval of the loan is subject to the Bank's final decision without providing any reason and the Bank reserves the right to terminate the above offers at any time.

註 Note: 1. 擔保人須合共持有公司至少 70% 股權。Guarantors should hold at least 70% of shares of the company in total.  
2. 每位擔保人必須持有公司至少 10% 股權。Each guarantor should hold at least 10% of shares of the company.

Required Checking ^ Mandatory for Self-Certification # Optional for Self-Certification	Y	N		If "Y", please request customer to provide respective part of Self-Certification (LCD-056)
				(Part 3)
<b>Country of Residence for Tax Purposes:</b> <ul style="list-style-type: none"> <li>● ^Customer is not a tax resident in any country / jurisdiction (<i>not accepted for new customer</i>)</li> <li>● #Customer and sole proprietor (if applicable) is in a high tax risk country / jurisdiction</li> <li>● #Customer has dual tax residencies / dual nationality</li> <li>● #Any account holder's residency declared is not consistent with any nexus shown (i.e. Customer's mailing or residential address; place of birth or passport / nationality; business or correspondence address; phone number; certificate of formation / country of incorporation; jurisdiction of designation account(s) to which new standing instruction is set up for transferring funds; the address of the authorized representative)</li> <li>● #Change from higher tax rate country to lower tax rate country (&gt;=50%) within 3 year</li> <li>● #Change to high tax risk country within 3 year</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>		II  I + II if applicable I + II if applicable I + IV + II if applicable  I + III(1) + II if applicable I + III(1) + II if applicable
<b>Declaration regarding tax compliance [Part A]:</b> <ul style="list-style-type: none"> <li>● ^Any account holder declares he/she has committed or convicted of tax crime or tax evasion [Part 1(I)]</li> <li>● ^Any account holder declares he/she is currently under tax investigation or tax audit [Part 1(II)]</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	Part 1	I + II if applicable  I + II if applicable
<b>Declaration regarding Voluntary Tax Compliance (VTC) Programme(s) [Part A]:</b> <ul style="list-style-type: none"> <li>● ^Any account holder declares participation in VTC Programme(s)</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	Part 2	V
<b>Others:</b> <ul style="list-style-type: none"> <li>● ^Unwilling to provide tax information (<i>not accepted for new customer</i>)</li> <li>● ^Non-compliant with FATCA and/or relevant tax laws or regulations (<i>not accepted for new customer</i>)</li> <li>● #Customer has a complex structure of ownership (<i>^but mandatory for bearer share</i>)</li> <li>● ^Customer / PA / Spouse (for PB) / Connected Party / UBO involved in tax-related adverse news in LVW checking</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>		VI VI  I + III(2) + II if applicable I + II if applicable

**「專業彌償計劃貸款」服務條款及細則**

本人(等)(包括借款人/獨資東主/合夥人)(「借款人」)同意遵守下列條款及細則:

1. 招商永隆銀行有限公司(「本行」)將於借款人申請「專業彌償計劃貸款」(「該貸款」)服務獲批核後,根據該貸款申請表格之條款及細則、本行發出的貸款確認書、優惠條款(如適用)及本條款及細則提供予借款人一項貸款。當借款人提取該貸款後,借款人將被視為已接受及同意遵守該貸款申請表格之條款及細則、本行發出的貸款確認書、優惠條款(如適用)及本條款及細則。
2. 借款人須於本行所訂明的還款日或之前以本行所訂明的每月還款額透過本行指定還款賬戶償還予本行該貸款之本金或其餘額及利息、逾期利息、費用、開支及履行以下責任,並授予本行不可撤銷之權力於還款賬戶內扣除每月還款額,但不影響本行要求全數立即清還該貸款的權利。
3. 如還款日是公眾假期,還款額將於下一個工作天從本行指定還款賬戶中扣除。
4. 該貸款之利息將由提取該貸款日起計算,本行有絕對酌情權按其貸款金額、貸款期限和還款條件而釐訂利率並以每日計算利息及每月收取。本行亦可將每月還款額以其認為適合的方式分配償還該貸款本金、利息、貸款手續費(如適用)及其他費用。
5. 本行可從獲批核的該貸款金額內扣除由本行所釐定的貸款手續費(如適用)及其他費用後,始將該貸款餘額付予借款人。
6. 該貸款利息以每年365日計算(包括閏年和非閏年)。
7. 若借款人未能依期償還每月還款額或其他到期之應付款項,則該貸款(不論本文有任何規定)將即時到期,借款人須按任何逾期未付的金額支付逾期利息,由欠款日起至付款日(包括法律上判決之前或之後)計算,利率為月息**2%(年化利率24%)**或以本行不時公佈之利率以單利息每日計算及不設最低逾期利息金額。此外,借款人須繳付每次逾期還款費用,費用為**港幣200元**,及本行因追討欠款所支付的一切其他合理費用及開支,當中包括所有法律費用及支出。
8. 借款人於還款期到期前償還部分或全部該貸款,必須事先經本行同意。借款人同意必須清付所有欠款及一切有關開支及費用,並同意本金及利息結餘之計算方法全由本行決定(可能與申請表格上計算全期利息之方法不同),並須繳納應於下一個月償付的利息。如欲提早清還部分或全部分期貸款餘額,借款人必須於還款日到期前最少兩個工作天以書面向本行申請。
9. 該貸款還款出現退票或拒絕自動轉賬授權指示時,借款人需繳付還款退回費用**港幣150元**或根據《一般銀行服務及「金葵花理財」服務收費》列明的費用(以較高者為準)。
10. 本行可於任何時間將借款人於該貸款所欠之款項、利息、費用、收費、一切其他欠款與借款人於本行的其他賬戶(包括定期存款賬戶)合併處理而不作另行通知,並以該等賬戶的結餘來作抵銷或轉賬以償還該貸款所欠之款項。
11. 本行有權聘用第三方收數公司為本行追討借款人之任何欠款。借款人同意支付本行於執行本條款及細則及追討借款人有關欠款時所引致之一切合理費用及開支(當中包括律師費及聘用上述第三方收數公司的一切費用)。
12. 本行可在給予借款人不少於三十天通知的情況下不時全權修訂本條款及細則。若借款人未於該段通知期結束前全數償還該貸款或於通知期結束後仍使用該貸款,借款人將被視為同意該等修訂。
13. 如多於一人簽署或同意受本條款及細則約束,彼等的債務及責任均屬共同及個別承擔。又按文義所需,單數詞當包括眾數。根據本條款及細則發給其任何一人的通知,得視為對其全體的有效通知。
14. 借款人授權本行可為核實資料聯絡各有關人士,並授權本行向其他銀行、信貸資料機構及/或信用卡公司披露及轉移本行保存或受本行控制有關借款人貸款及/或與信貸相關的資料,以作信貸審查及信貸資料交流用途。
15. 本行可在給予借款人合理通知後取消該貸款。若借款人未能依期繳付任何還款額/違反本條款及細則/任何適用法例及規定,本行有絕對權力在沒有預先通知下即時取消該貸款。該貸款一旦被取消,借款人須即時償還該貸款所有尚欠本金、利息及支付該貸款所涉及之一切費用。
16. 若借款人對於償還該貸款(或其任何部份)或就繳付該貸款之任何欠款有任何困難,借款人承諾盡快通知本行。
17. 借款人在該貸款申請表格上填報的資料(包括但不限於借款人之地址、電話號碼及職業等)如有任何更改,借款人必須即時以書面通知本行。如在提取該貸款日期前發生任何變故,或借款人在該貸款申請表格上向本行提供的任何資料並不正確,本行保留取消該貸款並要求立即全數償還該貸款的權利。
18. 借款人同意倘申請該貸款時或日後與本行董事/僱員有任何親屬關係,盡速以書面通知本行。
19. 借款人確認並同意可根據本行不時提供予客戶之結單、通函、通知或條款及細則內所載有關使用及披露個人資料的政策,作指定用途及向指定人士披露所有與借款人有關的個人資料。
20. 本條款及細則中任何條款如因任何理由而失效,則失效範圍僅為該條款,而不會影響其餘條款及細則之效力。本條款及細則如對任何責任施以豁免或限制,均以不違反香港特別行政區法律之規定為限。
21. 借款人同意授權本行向本行真誠相信是借款人之詢問者透過電話披露下列資料(本行為此可要求詢問者提供借款人的正確身份證號碼、申請貸款額及本行為核對詢問者身份而認為合適的其他資料):該貸款的批核狀況(已批核/審核中/已拒絕);及若該貸款已獲批核,有關該貸款之詳情。唯本行並無義務核實詢問者的身份,借款人並同意倘本行遵照上述程序向借款人以外的其他人士透露有關資料而遭受任何損失時,本行無須負上任何責任。
22. 借款人同意在下列任何一種情況而不損害本行在本條款及細則或法律上之權利及補救方法下,所有該貸款之欠款包括本金及利息及其他責任將即時到期及須即時支付及履行而本行無須事前發出通知:
  - i. 借款人違反任何本條款及細則;或
  - ii. 任何人士對借款人進行查封、扣押或類似程序;或
  - iii. 根據破產條例(香港法例第六章),借款人現時或可見之未來不能償還任何所欠之債務;或
  - iv. 任何人士申請指派接管人控制借款人之財產,或任何有關該等財產之拘押令;或
  - v. 借款人死亡或精神上無行為能力;或
  - vi. 本行認為借款人不能履行或不能償還借款人欠本行之責任或債務。
23. 本行保留隨時終止、取消或暫停該貸款,並要求借款人全數立即清還該貸款的凌駕性權利。
24. 借款人承諾彌償本行直接或間接因或就本申請及/或本行依賴任何人(等)於此提供之資料,或嗣後借款人不時提供之資料而引致本行可能蒙受或招致之一切損失、損害、費用、索償、申索、訴訟及責任,不論任何性質亦然,除非(及只限於)乃純粹因本行或其僱員或代理人蓄意行為不當或疏忽所引致的,則屬例外。
25. 本條款及細則之中、英文版本如有任何歧異,一概以英文版本為準。
26. 本條款及細則受香港特別行政區法律所管轄,並按該等法律詮釋。

**Terms and Conditions of Professional Loan Services for Professional Indemnity Scheme**

I/We (including borrower/sole-proprietor/partners) ("the Borrower") agree to be bound by the following terms and conditions:

1. CMB Wing Lung Bank Limited ("the Bank") shall, upon the Borrower's application for Professional Loan Services for Professional Indemnity Scheme ("the Loan") be approved, extend to the Borrower a loan, subject to the terms and conditions of the Loan application form, loan confirmation letter issued by the Bank, terms and conditions of promotional offers (if applicable) and these Terms and Conditions. After drawing of the Loan by the Borrower, the Borrower shall be deemed to have accepted and agreed to be bound by the terms and conditions of the Loan application form, loan confirmation letter issued by the Bank, terms and conditions of promotional offers (if applicable) and these Terms and Conditions.
2. The Borrower shall repay the principal amount advanced or the remaining balance of the Loan together with interests, overdue interests, charges, expenses to the Bank by the monthly repayment amount prescribed by the Bank through the repayment account designated by the Bank on or before the repayment date prescribed by the Bank and shall perform other liabilities hereinafter mentioned, and authorizes irrevocable authority to the Bank to debit the monthly repayment amount from the repayment account. Such authorization will not affect the rights of the Bank to demand immediate full repayment of the Loan.
3. If the repayment date falls on a public holiday, the repayment amount will be debited on the following business day.
4. Interest of the Loan will be calculated from the Loan drawdown date on daily basis and charged on monthly basis, and shall be determined at the Bank's absolute discretion with reference to the Loan amount, the term and repayment conditions. The monthly repayment amount shall

be apportioned among the principal, interest, loan handling fee (if applicable) and other charges of the Loan in such manner as the Bank thinks fit.



5. The Bank may deduct the loan handling fee (if applicable) and other charges, calculated at such rate or in such amount as the Bank may determine, from the approved loan amount and pay the balance of the Loan to the Borrower.
6. Interest of the Loan shall be calculated on the basis of 365-day per year (including ordinary and leap years).
7. If the Borrower fails to repay the monthly repayment amount or other payable amount on the due day as scheduled, the Loan shall (notwithstanding anything herein contained) become due immediately and the Borrower shall pay overdue interest on any overdue amount from the due date up to the date of actual payment (including the date before or after judgment) at the rate of **2% per month (Annualised Interest Rate 24%)** or such other rate as the Bank may announce from time to time calculated on daily basis with simple interest and the amount of overdue interest does not have minimum limit. The Borrower shall pay overdue repayment fee at **HKD200** for each overdue repayment and pay all other fees and expenses reasonably incurred by the Bank arising from the recovery of outstanding payment including all legal costs and expenses.
8. The Borrower must get the approval from the Bank before early settlement of the entire or part of the Loan before the due date. The Borrower agrees to settle all outstanding principal balance and all other related expenses and fees, and agree the Bank in its sole discretion to determine the payment of the principal and interest (including a manner different from those mentioned in my/our application form), which are payable on the next monthly repayment date. The Borrower must submit the application to the Bank in writing at least two working days before the due date of the repayment date if the outstanding balance of the Loan is intended to be early repaid in partial or full.
9. For returned cheque or rejected autopay payment instruction upon repayment of the Loan, the Borrower shall pay the return payment fee of **HKD150** or the prescribed fee under **General Banking and Sunflower Service Charges** (whichever is the higher).
10. The Bank may at any time, without prior notice, combine or consolidate any outstanding amount or interest or fee or charge or any other outstanding amount of the Loan with any accounts which the Borrower maintains with the Bank (including time deposit accounts) and set off against or transfer any credit balance of such accounts for the repayment of the outstanding amount of the Loan.
11. The Bank may employ third party debt collection agencies to claim any outstanding amounts owed by the Borrower for the Bank. The Borrower agrees to pay to the Bank all costs and expenses (including legal fees and all charges to employ third party debt collection agencies) reasonably incurred by the Bank in enforcing these Terms and Conditions and for the recovery of any outstanding amounts of the Borrower.
12. The Bank may, by giving not less than 30 days prior notice to the Borrower, amend these Terms and Conditions from time to time at its sole discretion. If the Borrower does not fully repay the Loan before the expiry of the notice period or continues to utilize the Loan after the notice period, the Borrower shall be deemed to have agreed to such amendments.
13. If more than one person signs or agrees to be bound by these Terms and Conditions, the obligations and liabilities of such persons hereunder will be joint and several and, as the context may require, words herein denoting the singular only will be deemed to include the plural. Any notice given under these Terms and Conditions to any one of such person will be deemed to be an effective notification to all such persons.
14. The Borrower authorizes the Bank to contact all relevant parties for verification and to disclose and transfer details concerning the Borrower's loan or credit facilities and/or credit related data relating to the Borrower in the possession or control of the Bank to other banks, credit reference agencies and/or credit card companies for the purposes of credit checking and exchanging credit information.
15. The Bank may terminate the Loan by giving the Borrower prior reasonable notice. However, if the Borrower fails to repay any repayment amount as scheduled or is in breach of these Terms and Conditions or any applicable law and regulation, the Bank shall have the absolute right to terminate the Loan immediately without prior notice. Upon termination of the Loan, the Borrower shall repay all outstanding principal, interests of the Loan immediately and pay all charges in connection with the Loan.
16. The Borrower undertakes to inform the Bank as soon as possible of any difficulty in repaying the Loan (or any part thereof) or in paying any outstanding amount arising from the Loan.
17. Any change of the information given by the Borrower in the Loan application form (including but not limited to the Borrower's address, telephone number and occupation, etc.), the Borrower must immediately notify the Bank in writing. The Bank reserves the right to rescind the Loan and demand immediate repayment in full if any change occurs prior to the drawdown of the Loan or if any information provided to the Bank in the Loan application form of the Borrower is inaccurate.
18. The Borrower agrees to notify the Bank promptly in writing should the Borrower be or become related to any of the Bank's directors or employees during or after the application of the Loan.
19. The Borrower acknowledges and agrees that all personal data relating to the Borrower may be used and disclosed by the Bank for such purposes and to such persons as may be in accordance with the Bank's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by the Bank to its customers from time to time.
20. These Terms and Conditions shall not be operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the Laws of the Hong Kong Special Administrative Region, and if they contain any provision which is invalid for any reason, shall be ineffective only to the extent of such invalidity, which shall not affect the validity of the remaining Terms and Conditions.
21. The Borrower authorizes the Bank to disclose the following data by telephone to an enquirer whom the Bank genuinely believes to be the Borrower (and for this purpose the Bank may require the enquirer to provide the Borrower's correct Hong Kong Identity Card number, the loan amount applied for and any other information as the Bank deems fit for verification of the enquirer's identity): Loan approval status (approved, pending or rejected), and if approved details of the Loan. The Bank has no obligation to verify enquirer's identity and the Borrower agrees that if the Borrower suffers from any loss due to the Bank disclosure of related information according to the aforesaid procedures to enquirer other than the Borrower, the Bank would not be liable to any liability.
22. The Borrower agrees that under any of the following conditions, without prejudice to any other rights and remedies to the Bank herein or at law, all outstanding balance of the Loan including the principal and interests and other obligations and liabilities to the Bank shall become immediately due and payable and shall be performed without the Bank's prior notice:
  - i. violation of any of these Terms and Conditions by the Borrower; or
  - ii. any attachment, execution or similar process is levied against the Borrower; or
  - iii. if the Borrower appears to be unable to pay or have no reasonable prospect of being able to pay any debt within the meaning of Bankruptcy Ordinance (Cap.6 of the Laws of Hong Kong); or
  - iv. the application by any person for the appointment of a receiver to take control of or for a writ of attachment against any of the Borrower's property; or
  - v. the Borrower's death or mental disability; or
  - vi. the Bank determines that the Borrower fails to comply or settle the Borrower's obligations and liabilities owing to the Bank
23. The Bank reserves the overriding right to terminate, cancel or suspend the Loan at any time immediately and demand the Borrower to repay the Loan immediately in full.
24. The Borrower shall indemnify the Bank against all losses, damages, costs, expenses, claims, demands, proceedings and liabilities of whatsoever nature the Bank may suffer or incur, directly or indirectly, arising out of or in connection with this application and/or its reliance on the information provided by any person(s) to the Bank herein or subsequently, from time to time, supplied by the Borrower except to the extent that the same is solely caused by the willful misconduct or gross negligence of the Bank or their respective employees or agents.
25. In case of discrepancies between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.
26. These Terms and Conditions shall be governed by and constructed in accordance with the Laws of the Hong Kong Special Administrative Region.

<p>此乃分期貸款產品。</p> <p>本概要所提供的利息、費用及收費等資料僅供參考，分期貸款的最終條款以貸款確認書為準。</p>							
<b>利率及利息支出</b>							
<p>年化浮動利率</p>	<p>貸款金額：港幣100,000元：</p> <table border="1" style="margin-left: 20px;"> <tr> <td>貸款期</td> <td>12個月</td> <td>24個月</td> </tr> <tr> <td>年化浮動利率</td> <td>P-0.25%</td> <td>P-0.25%</td> </tr> </table> <ul style="list-style-type: none"> <li>• 年化利率為浮動利率。</li> <li>• 最優惠利率（「P」）指招商永隆銀行有限公司（「本行」）不時指定之最優惠貸款利率，現時為年利率5.25%，隨市況調整。以上年化浮動利率只供參考。本行有權根據個別借款人之財務狀況決定其年化浮動利率。</li> </ul>	貸款期	12個月	24個月	年化浮動利率	P-0.25%	P-0.25%
貸款期	12個月	24個月					
年化浮動利率	P-0.25%	P-0.25%					
<p>逾期還款年化利率／就違約貸款收取的年化利率</p>	<ul style="list-style-type: none"> <li>• 24%或以本行不時公佈之利率計算。</li> <li>• 借款人未能依期償還每月還款額或其他到期之應付款項，則貸款將即時到期，借款人須按任何逾期未付的金額支付逾期利息，由欠款日起至付款日（包括法律上判決之前或之後）計算。</li> <li>• 利率以單利息每日計算及不設最低逾期利息金額。</li> </ul>						
<b>費用及收費</b>							
<p>手續費</p>	<ul style="list-style-type: none"> <li>• 豁免</li> </ul>						
<p>逾期還款費用及收費</p>	<ul style="list-style-type: none"> <li>• 每次逾期還款費用為港幣400元；及</li> <li>• 本行因追討欠款所支付的一切其他合理費用及開支，當中包括所有法律費用及支出。</li> </ul>						
<p>提前還款／提前清償／贖回的收費</p>	<ul style="list-style-type: none"> <li>• 相等於當時尚欠本金的一個月利息之提前償還費。借款人同意必須清付所有欠款及一切有關開支及費用，並同意本金及利息結餘之計算方法全由本行決定（可能與申請表格上計算全期利息之方法不同），並須繳納應於下一個月償付的利息。</li> <li>• 如欲提早清還全部貸款餘額，借款人必須於還款日到期前最少兩個工作天以書面向本行申請。</li> </ul>						
<p>退票／退回自動轉賬授權指示的收費</p>	<ul style="list-style-type: none"> <li>• 此貸款還款出現退票或拒絕自動轉賬授權指示時，借款人需繳付還款退回費用港幣150元或根據《一般銀行服務及「金葵花理財」服務收費》列明的費用（以較高者為準）。</li> </ul>						
<b>其他資料</b>							
<p>最高貸款金額為港幣1,500,000元，最低貸款金額為港幣10,000元。借款人可選擇12或24個月為「專業彌償計劃貸款」服務之還款期。貸款利息以每年365日計算（包括閏年和非閏年）。</p>							

忠告：借定唔借？還得到先好借！”

## Key Facts Statement (KFS) for Instalment Loan CMB Wing Lung Bank Limited

### Professional Loan Services for Professional Indemnity Scheme November 2019

<p><b>This product is an instalment loan.</b></p> <p>This KFS provides you with indicative information about interest, fees and charges of this product but please refer to our offer letter for the final terms of your instalment loan.</p>							
<b>Interest Rates and Interest Charges</b>							
<b>Annualised Floating Interest Rate</b>	<p>For a loan amount of HKD100,000:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Loan Tenor</th> <th>12-month</th> <th>24-month</th> </tr> </thead> <tbody> <tr> <td>Annualised Floating Interest Rate</td> <td>P-0.25%</td> <td>P-0.25%</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>The annualised interest rate is a floating interest rate.</li> <li>Prime Rate ("P") means the Best Lending Rate from time to time quoted by CMB Wing Lung Bank Limited ("the Bank"), current Prime Rate is 5.25% per annum, subject to market fluctuation. The above annualised floating interest rate is for reference only. The annualised floating interest rate applicable is subject to the financial condition of each borrower and is solely determined by the Bank.</li> </ul>	Loan Tenor	12-month	24-month	Annualised Floating Interest Rate	P-0.25%	P-0.25%
Loan Tenor	12-month	24-month					
Annualised Floating Interest Rate	P-0.25%	P-0.25%					
<b>Annualised Overdue / Default Interest Rate</b>	<ul style="list-style-type: none"> <li>24% or such other rate as the Bank may announce from time to time.</li> <li>The borrower fails to repay the monthly repayment amount or other payable amount on the due day as scheduled, the loan shall become due immediately and the borrower shall pay overdue interest on any overdue amount from the due date up to the date of actual payment (including the date before or after judgment)</li> <li>It is calculated on daily basis with simple interest and the amount of overdue interest does not have minimum limit.</li> </ul>						
<b>Fees and Charges</b>							
<b>Handling Fee</b>	<ul style="list-style-type: none"> <li>Waived</li> </ul>						
<b>Late Payment Fee and Charge</b>	<ul style="list-style-type: none"> <li>HKD400 for each overdue repayment; and</li> <li>All other fees and expenses reasonably incurred by the Bank arising from the recovery of outstanding payment including all legal costs and expenses.</li> </ul>						
<b>Prepayment / Early Settlement / Redemption Fee</b>	<ul style="list-style-type: none"> <li>Charge a prepayment fee equal to one month's interest of the outstanding principal. The Borrower agrees to settle all outstanding principal balance and all other related expenses and fees, and agree the Bank in its sole discretion to determine the payment of the principal and interest (including a manner different from those mentioned in my/our application form), which are payable on the next monthly repayment date.</li> <li>The borrower must submit the application to the Bank in writing at least two working days before the due date of the repayment date if the outstanding balance of the loan is intended to be early repaid in full.</li> </ul>						
<b>Returned Cheque / Rejected Autopay Charge</b>	<ul style="list-style-type: none"> <li>For returned cheque or rejected autopay payment instruction upon repayment of the loan, the borrower shall pay the return payment fee of HKD150 or the prescribed fee under <i>General Banking and Sunflower Service Charges</i> (whichever is the higher).</li> </ul>						
<b>Additional Information</b>							
<p>Maximum loan amount is HKD1,500,000. The minimum loan amount is HKD10,000. Borrower can choose the period of 12, or 24 month as the repayment period of Professional Loan Services for Professional Indemnity Scheme. Interest of the loan shall be calculated on the basis of 365-day per year (including ordinary and leap years).</p>							

To borrow or not to borrow? Borrow only if you can repay!"