

The Hongkong and Shanghai Banking Corporation Limited 香港上海滙豐銀行有限公司

TEMPORARY OVERDRAFT TERMS AND CONDITIONS (FOR INTEGRATED ACCOUNT ONLY)

臨時透支條款及細則（只適用於綜合理財戶口）

If we approve your application for Temporary Overdraft facility (the "**Temporary OD**"), we will notify you by letter ("**Confirmation Letter**"). The Temporary OD is provided subject to the following terms and conditions:

如閣下申請臨時透支（「**臨時透支**」）獲本行批核，閣下將獲專函通知（「**確認信**」）。臨時透支將受下列條款及細則規管：

- You are required to observe and you will be bound by** 閣下須遵守並將會受下列條款及細則約束：
 - our Integrated Account Terms and Conditions; and 綜合理財戶口條款及細則，及
 - these Temporary Overdraft Facility Terms and Conditions (these "**Terms and Conditions**"). 臨時透支條款及細則（「**本條款及細則**」）。The provisions in these Terms and Conditions prevail over the provisions in the Integrated Account Terms and Conditions to the extent of any inconsistency between them. 本行綜合理財戶口條款及細則與本條款及細則如有任何不一致，概以本條款及細則為準。
- The Temporary OD is only available for drawing during the overdraft validity period specified in the Confirmation Letter (subject to any change as provided in Clause 5 below). 臨時透支只可於確認信上的透支期限內使用，該期限可由本行根據第 5 條所述作出不時調整。
- You are required to pay interest on the Temporary OD as specified in the Confirmation Letter.** We also have the right to vary the interest rate without giving any reasons from time to time. We will debit the interest from the Overdraft Account. 閣下須按確認信支付臨時透支的利息。本行有權不時修訂利率，而無需提供理由。本行將於透支服務戶口中支取利息。
- We have the right to impose a handling charge in relation to the processing of the Temporary OD in such an amount as stated in the Confirmation Letter (subject to any change as provided in Clause 9 below).** You authorise us to deduct the amount of such handling charge from the Overdraft Account. 本行有權利向閣下收取確認信上所列有關處理臨時透支的手續費，該費用可由本行根據第 9 條所述作出不時調整。閣下授權本行從透支戶口扣除手續費。
- We have the right, at any time, to** 本行有權隨時：
 - review the Temporary OD, including varying the overdraft limit and/or validity period specified in the Confirmation Letter; 檢討臨時透支，包括修訂臨時透支限額及/或透支限期；
 - demand immediate repayment in full of all amounts owing by you to us under the Temporary OD and withdraw the Temporary OD;** 要求閣下即時清還當時臨時透支下尚欠本行的款額，及撤銷臨時透支；
 - cancel or suspend the Temporary OD; 取消或擱置臨時透支；及
 - not permit drawings in relation to the Temporary OD. 拒絕閣下在臨時透支下的提款。
We may exercise such right for any reason. 本行可因任何原因行使此權利。
- You charge, pledge and assign to us, and confirm the charge, pledge and assignment to us pursuant to the Integrated Account Terms and Conditions, as beneficial owner of the following accounts, assets, property, rights and benefits up to the amount of the Temporary OD to secure the Temporary OD: 閣下以實益擁有人身份將下列戶口、資產、財產、權利及利益抵押、質押及轉讓予本行為臨時透支提供不超過臨時透支款項的抵押，並確認根據綜合理財戶口條款及細則作出的抵押、質押及轉讓：
 - the Overdraft Account and all and any assets and property which stand to the credit of the Overdraft Account at any time and from time to time; 閣下的透支戶口，及所有及任何在任何時候或不時存放於透支戶口的資產及財產；
 - all and any further assets and property deposited in the Overdraft Account from time to time; and 不時存入透支戶口的所有及任何額外資產及財產；
 - all rights and benefits attaching or accruing to, and all proceeds of sale of, any of the assets and property referred to in paragraphs (a) and (b) above. 上述 (a) 及 (b) 段所述的任何資產及財產所附或累算的所有權利及利益及所有出售得益。
This charge, pledge and assignment is given by you to us as a continuing security for the due and punctual payment to us of your indebtedness in respect of the Temporary OD. 閣下向本行提供的此抵押、質押及轉讓是一項持續抵押，作為妥當及準時償還閣下在臨時透支下的債務的持續抵押。
- In addition to the general right of set-off or other rights conferred by law or under any agreement, we have the right, without prior notice, to: 除法律或任何合約下授予的任何一般抵銷權或其他權利外，本行亦有權在無需事先通知閣下的情況下：
 - combine or consolidate any amount outstanding under the Temporary OD, as well as any other amounts payable by you under these Terms and Conditions or in connection with the Temporary OD, with the balance on any other accounts which you maintain with us; and 將任何在臨時透支下未清還的款項及閣下在本條款及細則下應付予本行的任何款項與閣下於本行維持的任何其他戶口的結欠合併或綜合計算；及
 - set off or transfer any money standing to the credit of any other accounts you maintain with us in or towards settlement of any amount owing by you to us under the Temporary OD and any other amounts payable by you under these Terms and Conditions or in connection with the Temporary OD. 以閣下於本行維持的任何其他戶口的結存抵銷或把結存轉帳，用以清還臨時透支下所欠本行的款項及閣下在本條款及細則下應付予本行的任何款項。
- If you and any other person sign or agree to be bound by these Terms and Conditions 如閣下及任何其他人士共同簽署或同意受本條款及細則約束：
 - each person is jointly and severally liable with each other for the obligations and liabilities in connection with the Temporary OD or these Terms and Conditions; and 各人須就臨時透支或本條款及細則的責任及債務共同及各別負責；及
 - any notice from us to any one of these persons will be considered effective notice to all other persons. 本行向該等人士任何一人發出通知即被視為向該等人士全體發出有效通知。
- We have the right to vary these Terms and Conditions, the amounts or percentages of interest rate and charges applicable to the Temporary OD from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless you fully repay the Temporary OD before the date on which that variation takes effect. 本行有權不時更改本條款及細則，及有關臨時透支的利率及收費的金額或百分比，以本行認為適當的方式給予閣下事先通知。除非閣下在更改生效前清還全數臨時透支款額，閣下須受有關更改約束。
- These Terms and Conditions are governed by and will be construed according to Hong Kong laws. You submit to the non-exclusive jurisdiction of the Hong Kong courts. 本條款及細則受香港法律管轄並按其詮釋。閣下服從香港法院的非專有管轄權。
- The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and Chinese versions. Any Chinese version of these Terms and Conditions is for reference only. 本條款及細則的英文及中文版本如有任何不一致，概以英文版本為準。本條款及細則的任何中文版本僅供參考。
- No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions. 除閣下及本行以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本條款及細則的任何條文，或享有本條款及細則的任何條文下的利益。

Definitions

Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China.

香港指中華人民共和國香港特別行政區。

Overdraft Account means the Integrated Account to which the Temporary OD has been granted.

透支戶口指本行授予臨時透支的綜合理財戶口。

we, us, our means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

本行或本行的指香港上海滙豐銀行有限公司及其繼承人及受讓人。

you or your means the person to whom we grant the Temporary OD.

閣下或閣下的指獲本行授予臨時透支的人士。