

在台灣註冊成立之有限責任公司

Incorporated in Taiwan with limited liability

第1類(證券交易)、第4類(就證券提供意見)和第9類(提供資產管理)受規管活動註冊機構(中央編號: AJB303)

Registered institution in respect of Types 1 (Dealing in Securities), 4 (Advising on Securities) and 9 (Asset Management) regulated activities (CE No.: AJB303)

人壽保單所擔保之貸款融通 產品資料概要 Key Facts Statement for Loan Facilities secured by Life Insurance Policy (保費融資和保單融資貸款) (Premium Financing and Policy Financing Loans)

台新國際商業銀行股份有限公司香港分行[私人銀行業務] (「本銀行」或「我們」)

[The Private banking of] TAISHIN INTERNATIONAL BANK CO., LTD. HONG KONG BRANCH (the "Bank" or "we")

本產品涉及一項由(包括但不限於)壽險保單(「保單」)提供擔保之貸款融通(「融通」)。

This product involves a loan facility (the "Facility") secured by, among other things, a life insurance policy ("Insurance").

「保費融資」貸款融通在借款人購買保單時為一定比例之保費繳款提供融資。

A "premium financing" loan facility finances the payment of a certain percentage of the insurance premium when the borrower purchases the Insurance.

「保單融資」貸款融通為之前所購保單之擔保提供一般融資。

A "policy financing" loan facility provides general financing on the security of an Insurance previously purchased.

在上述兩種情形下,均透過向本銀行轉讓保單之方式 (「保單轉讓契據」)為借款人在融通下的義務提供擔保。在保單融資融通情形下,保單持 有人 (「保單持有人」)可為借款人或第三方。

In both cases, the borrower's obligations under the Facility are secured by an assignment of the Insurance to the Bank ("Insurance Assignment"). In the case of a policy financing Facility, the holder of the Insurance (the "Policyholder") may be the borrower or a third party.

本概要向閣下提供有關本產品之利息、費用及收費和主要風險的指示性資料,但有關融通的正式條款,請參閱我們的融通函。

This statement provides you with indicative information about interest, fees and charges and key risks of this product, but please refer to our facility letter for the final terms of the Facility.

利率 Interest Rates

● 年化利率 Annualised Interest Rate

基本利率加利率差,詳見本銀行融通函之規定。

A base interest rate plus an interest rate spread as specified in the Bank's facility letter.

● 違約利率 Default Interest Rate

適用利率加每年[*]%·在融通項下所欠任何款項到期未付的情形下應由借款人支付·並按本銀行融通函中規定的由本銀行確定之基準計算複利。

[*]% per annum over the applicable interest rate, payable by the borrower if any sum due under the Facility is not paid when due and compounded on such basis as may be determined by the Bank as specified in the Bank's facility letter.

費用及收費 Fees and Charges

● 融通費 Facility Fee

融通提款之時應按融通限額的一定比例(在融通函中規定)支付一筆不予返還的融通費。

A non-refundable facility fee of a certain percentage (as specified in the facility letter) of the facility limit shall become chargeable upon drawdown of the Facility.

● 逾期費用 Late Payment Fee

在融通項下所欠任何款項到期未付的情形下、借款人應按高於適用利率之利率支付逾期費用、並按本銀行融通函中規定的由本銀行確定之基準計算複利。逾期費用或利息包括因保險人周轉時間而延遲實際支付款項而向借款人收取費用的情況。

Payable by the borrower at a rate above the applicable interest rate if any sum due under the Facility is not paid when due and compounded on such basis as may be determined by the Bank as specified in the Bank's facility letter. The late payment fee or interest includes the situation of charges imposed on the borrower arising from the delay of actual disbursement of funds payment by the insurers due to the turnaround time.

● 提前還款費用 Prepayment Fee

在於相關到期日之前償還貸款的情形下適用。適用的提前還款費用(如有)、詳見本銀行之融通函。

Applies if a loan repayment is made before the relevant due date. Please refer to the Bank's facility letter for the applicable prepayment fee (if any).

主要風險披露 Key Risks Disclosure

我們建議閣下仔細閱讀與透過保單轉讓契據提供擔保的保費融資和保單融資貸款融通相關的本主要風險披露。本節並未包含與使用該等融通相關之全部風險,亦不是(且不意在構成)該等融通之全部相關風險和考量的完整清單。

YOU ARE ADVISED TO CAREFULLY READ THIS DISCLOSURE OF KEY RISKS ASSOCIATED WITH PREMIUM FINANCING AND POLICY FINANCING LOAN FACILITIES SECURED BY AN INSURANCE ASSIGNMENT. THIS SECTION DOES NOT CONTAIN ALL THE RISKS OF TAKING OUT SUCH FACILITIES, AND IS NOT (AND IS NOT INTENDED TO BE), A COMPLETE LIST OF ALL RISKS AND CONSIDERATIONS RELEVANT TO SUCH FACILITIES.

為亦請參閱本銀行[私人銀行業務] 之條款與條件附件 1 (風險揭露聲明書及警告聲明書) 中所載的風險揭露聲明書及警告聲明書。

PLEASE ALSO REFER TO THE RISK DISCLOSURE STATEMENTS AND WARNING STATEMENTS SET OUT IN SCHEDULE 1 (RISK DISCLOSURE STATEMENTS AND WARNING STATEMENTS) OF THE TERMS AND CONDITIONS OF [THE PRIVATE BANKING OF] THE BANK.

利率風險-利率或會因相關的銀行同業拆息率或本銀行融資成本驟然上漲等原因而發生意料之外的大幅上漲。利率上漲會增加融通還本付息之成本。不論就保費融資融通而言或就保單融資融通而言,融通還本付息成本的增加或會減少、甚至超過閣下在保單項下之回報。此外,閣下應注意,適用於每一項貸款之具體初始利率在貸款提取之日方會釐定。

若閣下未按時償還任何貸款·我們或會收取違約利息。閣下或任何其他擔保提供人在簽訂以本銀行為受益人的任何貸款或擔保文件 (包括保單轉讓契據)之前請向本銀行咨詢相關資料。閣下如有任何疑問、請向閣下的法律顧問尋求咨詢意見。

Interest rate risk - Interest rates may rise unexpectedly and substantially, for example, as a result of a sudden rise of the relevant interbank offered rate or the Bank's cost of funding. An increase in interest rates could increase the cost of servicing the Facility. Whether in the case of a premium financing Facility or policy financing loan Facility, the increased costs of servicing the Facility may reduce, or even exceed, your return under the Insurance. Moreover, you should note that the specific initial interest rate that is applicable for each loan will only be determined on the day of loan drawdown.

We may impose default interest charges if you fail to make any loan payment on time. Please find these out from the Bank before you or any other security provider enters into any loan or security documentation in favour of the Bank (including the Insurance Assignment). If you have any doubts, please seek advice from your legal advisers.

• **匯率風險**-外匯匯率波動性極大·並受多種因素影響·包括但不限於供需關係變化;貿易、財政、貨幣、政治和經濟事件及政策;國家及國際利率變化與通脹;貨幣貶值;以及市場情緒。貸款貨幣與保單貨幣不同時即會發生匯率風險·亦存在保單貨幣匯率發生不利

變化之風險。舉例而言,如果保單項下收到之任何收益的計值貨幣有別於貸款貨幣‧該等款項在用於償還貸款之前必須兌換成貸款貨幣(例如‧以外幣收到之保單收益必須兌換成港元‧方可用於償還港元貸款)。同樣‧就保費融資融通而言‧借款人須(透過與本銀行另行進行一次外匯交易)將貸款款項兌換成相關保單貨幣‧以便進行保單支付結算。此外‧該等貨幣兌換可由本銀行按其現行匯率進行‧並須支付額外費用和收費。

人民幣貸款之專有風險:人民幣目前不可自由兌換,人民幣與外幣之間的兌換受中國政府規管。此外,離岸人民幣市場有別於中國境內人民幣交割市場。離岸人民幣匯率可能受在岸人民幣匯率影響。 離岸人民幣市場可能變得缺乏流動性、不可兌換或不可轉讓。

Exchange rate risk - Foreign exchange rates are highly volatile and are influenced by, among other things, changing supply-demand relationships; trade, fiscal, monetary, political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. Exchange rate exposure arises when the loan currency is different from the currency of the Insurance and there may be risk of adverse exchange rate movements in the currency of the Insurance. For example, if any proceeds received under the Insurance are denominated in a currency other than the loan currency, those proceeds will have to be converted into the loan currency before being used for loan repayment (e.g. proceeds of the Insurance received in a foreign currency will have to be converted into HKD for repayment of a HKD loan). Similarly, in the case of a premium financing Facility, the borrower will be required (via a separate foreign exchange transaction with the Bank) to convert the loan proceeds into the relevant currency of the Insurance for settlement of the Insurance payment. In addition, such currency conversion may be carried out by the Bank at its prevailing exchange rates and subject to additional fees and charges.

Risk Specific to RMB loans: RMB is currently not freely convertible and the conversion between RMB and foreign currencies is subject to PRC Government's regulation. Also, the market of offshore RMB is different from that of RMB deliverable in the PRC. The offshore RMB exchange rate may be influenced by the onshore RMB exchange rate. The offshore RMB market may become illiquid, inconvertible or non-transferable.

- 擔保品補足風險 如果貸款/價值比率超過本銀行不時釐定之適用限額/保證金要求,借款人須提供額外擔保品或減少未償貸款金額, 且該等行動一經通知即應採取。否則,貸款會到期應償還或適用更高利率,均由本銀行裁量決定。如果市場變化不利於閣下的倉位或 保證金要求增加,閣下可能會接到通知,要求閣下於短時間內存入大筆追加資金,以維持所需之倉位。若閣下未能在規定時限內遵守 任何追加資金的要求,則提供予本銀行的全部或任何部分之擔保品(包括保單)或會不經通知而變現以結清其全部或任何部分之未償 款項。借款人將始終對由此產生的任何赤字負責。
- Collateral top-up risk If the loan-to-value ratio exceeds the applicable threshold / margin requirements as determined by the Bank from time to time, the borrower will be required to provide additional collateral or reduce the outstanding loan, and such action may need to be taken on short notice. Otherwise, the loan could become due for repayment or subject to a higher interest rate at our discretion. If the market moves against your position or margin requirements are increased, you may be called upon at short notice to deposit substantial additional funds to maintain the required position. If you fail to comply with any request for additional funds within the prescribed time limit, all or any part of the collateral provided to the Bank (including the Insurance) may be realised for settling all or any part of their outstanding amounts without notice. The borrower will remain liable for any resulting deficit.
- **貸款收回風險** 本銀行可隨時審查融通·並且本銀行有凌駕性權利可撤回貸款及要求立即償還貸款。本銀行有權在任何時候不經事 先通知即修改、暫停、撤銷或終止融通。

Loan recall risk - The Facility is subject to review by the Bank at any time and is also subject to the Bank's overriding right of withdrawal and repayment on demand. The Bank has the right to modify, suspend, cancel or terminate the Facility at any time without prior notice.

- 保險公司信用風險-若保險公司或其集團任何成員發生資不抵債之情形·啟動破產、清盤或類似程序·未履行其義務或信用評級發生任何不利變化·本銀行可(但無義務)審查融通及/或要求立即償還融通及/或要求提供額外擔保品。
 - Credit risk of insurer If the insurance company or any member of its group becomes insolvent, becomes subject to bankruptcy, winding-up or similar proceedings, defaults on its obligations or there is any adverse change in its credit rating, the Bank may (but is not be obliged to) review the Facility and/or require immediate repayment of the Facility and/or call for additional collateral.
- 回報率風險 有很多因素(例如利率波動、市場狀況、保險成本等)會影響保單產生之回報及貸款利息支付,因此,不能保證貸款 成本能由保單所得之回報予以補償。保單中舉例説明之回報率并不能保證實現,可能不足以支付貸款利息,若利率上升則貸款利息 會受到不利影響。

Rate of return risk - There are many factors such as interest rate fluctuations, market conditions and costs of insurance etc. which affect the returns generated from the Insurance and the interest payments for the loan and hence, there is no guarantee that the costs of a loan can be compensated by the return from the Insurance. The rate of return illustrated in the

Insurance may not be guaranteed and may not be sufficient to cover the loan interest, which may be adversely affected by rising interest rates.

• 利益衝突-由於本銀行在融通提供、轉介安排和保險產品中擔任不同角色,或會導致潛在及實際的利益衝突。

Conflicts of interest - Potential and actual conflicts of interest may arise from the different roles played by the Bank in connection with the offering of the Facility, referral arrangements and insurance products.

保單轉讓 - 保單須由保單持有人透過簽署保單轉讓契據之方式正式轉讓予本銀行。請仔細閱讀保單轉讓契據之條款.確保保單持有人在簽署保單轉讓契據之前理解並同意該等條款.並且.若有任何不可撤銷之受益人.該等受益人亦應同意該等安排。若閣下並非保單持有人.閣下亦應理解保單轉讓契據之條款。

根據保單轉讓契據·保單持有人向本銀行轉讓並轉移保單之全部權利、所有權、利益及保障。尤其是,一旦轉讓,保單持有人的全部權利、利益和權屬將轉讓予本銀行,而保單項下應付之全部收益均將首先支付予本銀行,在全數償還對本銀行所欠貸款之前,將不會向受益人或保單持有人支付任何收益。因此,於保單轉讓契據生效期間,保單持有人將失去其在保單項下的全部權利、利益和權屬。此外,對保單條款(包括但不限於受益人的任何指定或變更)的任何變更均須由本銀行事先批准。本銀行保留權利在本銀行認爲必要的任何時候就保單辦理提款或退保並將提款或退保價值用於償還未償貸款。保單持有人亦會被要求為償還融通而退保,例如,為滿足繳納保證金要求。在任何情況下,若保單已退保或已辦理提款,則保單持有人或會喪失保單的原始利益(例如:回報和身故賠償)。

Assignment of Insurance - The Insurance will have to be duly assigned to the Bank by the Policyholder's execution of an Insurance Assignment. Please read the terms of the Insurance Assignment carefully and ensure that the Policyholder understands and agrees to them before the Insurance Assignment is executed and where there is(are) any irrevocable beneficiary(ies), he/she is agreeable to such arrangement. If you are not the Policyholder, you should also understand the terms of the Insurance Assignment.

Pursuant to the Insurance Assignment, the Policyholder assigns and transfers to the Bank all right, title, interest and benefit in and to the Insurance. In particular, upon assignment, all rights, benefits and entitlements of the Policyholder will be assigned to the Bank, and all proceeds payable under the Insurance are to be paid to the Bank first and no proceeds will be paid to the beneficiaries or Policyholder until the loan owed to the Bank is repaid in full. The Policyholder therefore will lose all of their rights, benefits and entitlements under the Insurance when the Insurance Assignment is in force. Further, any changes to the terms of the Insurance (including, without limitation, any designation or change of beneficiary) will require the Bank's prior approval. The Bank reserves the right to effect withdrawal or surrender of the Insurance and use the withdrawn or surrender value towards repayment of the outstanding loan at any time the Bank considers necessary. The Policyholder may also be required to surrender the Insurance to repay the Facility, for example, to meet a margin call. In any event, if the Policy is surrendered or a withdrawal is effected, the Policyholder may lose the original benefits of the Insurance (e.g. return and death benefits).

 ● 向本銀行(作為保單受讓人)披露資料之風險 - 保單轉讓契據一旦簽署・保險公司或會按要求向本銀行披露與保單相關的任何資料 (包括但不限於向保險公司提供的個人資料)。

Risk of Release of Information to the Bank (as assignee of the Insurance) - Upon execution of the Insurance Assignment, the insurance company may release any information about the Insurance (which may include, without limitation, personal data provided to the insurance company) to the Bank upon request.

如有任何疑問、請尋求獨立法律顧問的咨詢意見。

If in any doubt, please seek advice from independent legal advisers.

其他資料 Additional Information				
	貸款目的	就保費融資融通而言‧為保單之整付保費提供融資。		
	Loan Purpose	In the case of a premium financing Facility, for financing the single premium of an Insurance.		
		就保單融資融通而言・為投資和備用融資之目的提供流動性。		
		In the case of a policy financing Facility, to provide liquidity for investment and standby financing purposes.		
•	貸款類型	就保費融資融通而言:		

4

	Loan Type	[非承諾性] [貨幣] [保費貸款融通]
		In the case of a premium financing Facility:
		[Uncommitted] [currency] [Insurance Premium Loan Facility]
		就保單融資融通而言:
		[非承諾性] [貨幣] [透支/循環貸款/定期貸款]
		In the case of policy financing Facility:
		[Uncommitted] [currency] [Overdraft/Revolving loan/Term loan]
		就所有融通而言 For all Facilities :
		融通是嚴格在非承諾性的基礎上提供的,且本銀行將無義務、但可依其裁量決定發放或提供所有或任何部分之 融通。
		The Facility is provided on a strictly <u>uncommitted</u> basis and the Bank will be under no obligation to advance or make available all or any part of the Facility but may choose to do so at its discretion.
		本銀行保留 <u>凌駕性權利</u> ·可於任何時候不受限制地專依其裁量·無須經事先通知借款人或任何其他方·無須經借款人或任何其他方同意·亦無須提供任何理由·無條件採取下列行動:
		The Bank reserves the <u>overriding right</u> to unconditionally:
		(a) 終止、取消、撤銷或暫停融通;及/或
		terminate, cancel, revoke or suspend the Facility; and/or
		(b) 要求立即償還融通項下所有實際及/或或有的未償款項。
		to demand immediate repayment of all amounts actually and/or contingently outstanding under the Facility,
		at any time at its unrestricted, sole and absolute discretion, without any prior notice to or the consent of the borrower or any other party and without being required to provide any reason.
•	貸款期限	最短[1個星期]
	Facility Tenor	Minimum [1 week] 最長[12個月]
		Maximum [12 months]
•	還款	融通項下的所有未償款項及其應計利息以及與融通有關之所有其他應付款項均應一經要求立即償還/支付。
	Repayment	As specified in the Bank's facility letter. In addition, all outstanding amounts under the Facility, accrued interest thereon and all other amounts payable in connection with the Facility shall be repayable on demand.
		借款人償還貸款或還本付息如有任何困難,應盡快通知本銀行。
		The borrower should inform the Bank as soon as possible of any difficulty in repaying or servicing the loan.
•	利息支付 Interest Payment	最長利息期為[*]個月(或融通函中載明的其他期間)。每一期利息均應由借款人於每一個利息期結束之時支付.並根據獲批准貸款貨幣的相關市場慣例按一年 360 天或 365 天(平年和閏年均一樣)(例如美元貸款為一年 360 天·港元貸款為一年 365 天)中實際發生的天數計算。
		The maximum interest period is [*] months (or such other period as specified in the facility letter). Interest is payable by the borrower at the end of each interest period in arrears and is calculated on the basis of the actual number of days elapsed in a 360-day or 365-day year (both in ordinary and leap years) depending on the applicable market convention for the approved loan currency (e.g. a 360-day year for a USD loan and a 365-day year for a HKD loan).
•	貨幣	[美元、歐元、英鎊、瑞士法郎、日元、澳元、港元]及本銀行就融通提供並批准的其他主要貨幣。
	Currency	[USD, EUR, GBP, CHF, JPY, AUD, HKD] and other major currencies offered and approved by the Bank for

	the Facility.
提取	融通可提取的實際金額將取決於擔保品借貸價值(如下所述)、適用的貸款比率、多樣化標準和集中限制,均在2 銀行的融通函中規定的。
Drawdown	The actual Facility amount available for drawdown will depend on the Collateral Lending Value (a described below), the applicable lending ratio, the diversification criteria and the concentration limit, each as specified in the Bank's facility letter. 對融通之任何使用均由本銀行專依其裁量決定,並須遵守本銀行的貸款及信貸審批標準、本銀行資金供應情況、提供足夠擔保品,以及本銀行專依其裁量不時指定之其他因素。 Any utilisation of the Facility shall be at the Bank's sole and absolute discretion and is subject to the Bank'elending and credit approval criteria, the Bank's availability of funds, the provision of adequate collateral and such other factors as the Bank may, in the Bank's absolute discretion, specify from time to time.
擔保品借貸價值	最高貸款金額在任何時候均不得超過本銀行融通函中規定的擔保品借貸價值之總額。
Collateral Lending	The maximum loan amount may not at any time exceed the aggregate Collateral Lending Value as specifie
Value	in the Bank's facility letter. 擔保品借貸價值·就每一擔保品資產而言(包括保單)·指本銀行絕對酌情而決定的等於該擔保品之公開市場價值 (由本銀行最終決定)乘以(本銀行融通函中規定的)適用貸款比率的金額。
	The Collateral Lending Value, in relation to each collateral asset (including an Insurance), is the amound determined by the Bank at its sole discretion to be the equivalent to the open market value of that collateral (as conclusively determined by the Bank) multiplied by the applicable lending ratio (as specified in the Bank's facility letter).
	在以保單作為擔保品的情形下.適用擔保品借貸價值最高為該保單現金退保價值之[*]%。 In the case of collateral in the form of an Insurance, the applicable Collateral Lending Value is an amount of
	up to [*]% of the cash surrender value of such Insurance.
	本銀行無需事先通知即可不時變更擔保品借貸價值之計算及釐定基礎和/或拒絕接受任何擔保品。
	The Bank may from time to time, without prior notice, change the basis for calculation and determination of the Collateral Lending Value and/or refuse to accept any collateral.
	有關擔保品及/或保單的具體詳情和/或任何適用的附加條件,請參閱本銀行之融通函。
	Please refer to the Bank's facility letter for specific details and/or any applicable additional conditions
	regarding the collateral and/or the Insurance.
補足/繳納保證金要 求/執行	如果在任何時候借款人對本銀行所欠負債(包括融通項下之負債)超過擔保品借貸價值總額,本銀行應有權專依證裁量決定:
Top Up / Margin Call / Enforcement	If at any time the borrower's liabilities to the Bank (including under the Facility) exceed the aggrega Collateral Lending Value, the Bank is entitled in its absolute discretion to:
,	(a) 要求在本銀行規定時間之前按本銀行專依其裁量決定可接受之價值和形式提供額外擔保品。在某些情況下(括但不限於市場劇烈波動期間)·可能需要在一(1)個工作日內提供額外擔保品;
	require additional collateral of such value and in such form acceptable to the Bank at its absoluted discretion by such time as may be specified by the Bank. In certain circumstances (including, without limitation, during times of high market volatility) provision of additional collateral may be required within one business day;
	(b) 要求按本銀行專依其裁量規定之方式立即償還融通或其他負債;及/或
	require immediate repayment of the Facilities or other liabilities in such manner as the Bank may, in the Bank's absolute discretion, specify; and/or
	(c) 無需任何事先通知·執行任何擔保品·變現擔保品或其任何部分·抵銷任何現金或存款或其他付款·及/或 取本銀行認為必要之其他行動·以減少本銀行因借款人而面臨之風險·和/或恢復擔保品借貸價值總額使其 分涵蓋融通。
	take enforcement action against any collateral, liquidate the collateral or any part thereof, set-off any case or deposits or other payments and/or take other action as the Bank may deem necessary to reduce the Bank's exposure to the Borrower and/or to restore the aggregate Collateral Lending Value so as to full

重要提示 Important Notes:

- 1. 任何融通之授予均須獲得本銀行的事先核准並遵守融通函中所載之條款及條件·且本產品資料概要不以任何方式替代或修改融通函 (及任何相關貸款或擔保文件·包括但不限於任何保單轉讓契據)中所載之條款及條件。
 - The grant of any Facility is subject to the Bank's prior approval and the terms and conditions as set out in the facility letter and this Key Facts Statement does not in any way replace, or modify, the terms and conditions set out in the facility letter (and any related loan or security documents including, without limitation, any Insurance Assignment).
- 2. 本銀行在考慮閣下貸款申請時不依賴於任何第三方提供之資料(但本銀行可依賴於信用徵詢機構出具的信用報告)·且所有貸款申請均須接受本銀行通常適用之信用評估核准程序。
 - The Bank will not rely on the information provided by any third party in considering your loan application (except that the Bank may rely on a credit report obtained from a credit reference agency) and all loan applications are subject to the Bank's usual credit assessment approval procedure.
- 3. 借款人的淨值應足以使其能夠承擔融通項下之風險及潛在的損失和負債。借款人應當維持充足資金用以繳付未透過保費融資進行融資之部分的任何保費。
 - The borrower should have sufficient net worth to be able to assume the risks and bear the potential losses and the liabilities under the Facility. The borrower should maintain sufficient funds to pay any premium portion not financed by premium financing.
- 4. 在整個預計融通期限內·借款人應履行所有預定本金償還和全部利息支付之義務。如保單因任何原因(包括但不限於轉讓人或壽險受保人有任何重大的不披露、虛假聲明、失實陳述或詐騙情況)被撤銷或作廢無效或不可執行(無論是被任何有司法管轄權的法院還是其他機構宣布為無效或不能執行)·或轉讓人在冷靜期(如有)內取消保單·保險人須負責向本銀行退回所有已繳付的保費·但須扣除任何未償還保單貸款及其應計利息以及已在保單下作出之任何部分退保金額和提取款項。
 - The borrower should meet all scheduled principal repayments and aggregate interest payments for the entire intended duration of the Facility. If the Policy is rescinded or set aside for any reason (including without limitation any material non-disclosure, mis-statement, misrepresentation or fraud on the part of the Assignor or the Life Assured) or the Policy is or becomes void or unenforceable (whether declared by any competent court or otherwise) or is cancelled by the Assignor during the cooling-off period (if any), the Insurer shall ne liable for the refund to the Bank of the amount of all premiums paid, less any outstanding policy loans with accrued interest thereon, any partial surrender amounts withdrawals which have been made under the Policy.
- 5. 槓桿交易風險極高。因此,建議閣下在承諾訂立融通之前尋求獨立咨詢意見。若閣下決定不尋求獨立咨詢意見,閣下應當結合自身之投資目標、財務狀況和風險狀況,仔細考慮融通是否適合閣下。閣下亦應當仔細閱讀相關之適用條款及條件。
 Leveraged transactions carry a high degree of risk. You are therefore recommended to seek independent advice before making a commitment to enter into the Facility. In the event that you choose not to seek independent advice, you should carefully consider whether the Facility is suitable in light of your own investment objectives, financial position and risk profile. You should also carefully read the relevant applicable terms and conditions.
- 6. 一經本銀行要求,借款人即應償還融通項下所欠的全部款項。
 The borrower should repay on demand the entire sum owed under the Facility if demanded by the Bank.
- 7. 本產品資料概要不構成關於由任何人提出申請或達成任何交易的任何要約、要約邀請、招徠、推薦或建議,且本文件中所含資料僅供閣下參考而提供。尤其是,本產品資料概要的任何内容或本銀行提供融通均不構成本銀行就轉讓保單予本銀行而向保單持有人作出的任何建議、邀請或誘引。
 - This Key Facts Statement does not constitute any offer, invitation, solicitation, recommendation or advice for making any application for or entering into any transaction by any person and the information contained in this document is provided for your reference only. In particular, nothing in this Key Facts Statement, nor the offering of the Facility by the Bank, constitutes any advice, invitation or inducement by the Bank to the Policyholder to assign the Insurance to the Bank.
- 8. 閣下不得僅依賴於上述資料而作出任何借款、投資或購買保險之決定。在作出該等決定之前,閣下應了解相關產品/服務之性質、條款及風險,自行作出研究和評估,並在必要時尋求獨立咨詢意見,結合自身之財務需求仔細考慮該等產品/服務是否適合閣下。
 You should not rely on the above information alone to make any borrowing, investment or insurance purchase decisions. Before making such decision, you should understand the nature, terms and risks of relevant products /services and undertake your own research and assessment and if necessary, seek independent advice to carefully consider whether the products /services are suitable in light of your own financial needs.
- 9. 本銀行或本銀行之代表過去未曾、將來亦不會就閣下申請融通之結果向閣下提供任何説明、陳述、保證或其他擔保。
 No indication, representation, guarantee or other assurance as to the outcome of your application for the Facility has been or will be given to you by or on behalf of the Bank.

7

- 10. 閣下對本產品資料概述的任何內容若有任何疑問·閣下應尋求獨立的專業咨詢意見。

 If you are in doubt as to any contents of this Key Facts Statement, you should seek independent professional advice.
- 11. 本產品概要的英文文本與中文文本之間若有任何不符或衝突之處‧則就該等不符或衝突之處而言應以英文文本為准。 If there is any inconsistency or conflict between the English and Chinese versions of this Key Facts Statement, the English language version shall prevail to the extent of such discrepancy or inconsistency.

借定唔借?還得到先好借!

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