Supplemental Loan Agreement 補充貸款合約

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Loan No. 貸款號碼 : _____

Lender 貸款人 : _____

Registered Address 註冊地址 : _____

Borrower 借款人 : _____

Address 地址 : _____

Telephone Number 電話號碼 : _____

Email Address 電郵地址 : _____

The Lender and the Borrower entered into the Loan Agreement under the Loan No. stated hereinabove ("the Loan Agreement"). The Lender and Borrower hereby agree to add and revise the terms as follows:
貸款人及借款人訂立上述貸款號碼借款合約 ("借款合約")。貸款人及借款人現同意補充及修訂條款如下:-

1. Any dispute, controversy or claim arising out of or relating to the Loan Agreement and this Supplemental Loan Agreement (the "Dispute") shall, at the option of the Claimant (or the Plaintiff, as may be applicable), be referred to arbitration administered by the South China International Arbitration Center (HK) ("SCIAHK") under the Expedited Procedure Rules of South China International Arbitration Center (HK) Arbitration Rules ("Arbitration Rules"), or by court proceedings in Hong Kong courts.
凡因借款合約及本補充貸款合約所引起的或與之有關的或由於違反、終止或無效而引起的或與之有關的借款合約及本補充貸款合約任何爭議、爭執或請求，均應由申請人（或原告人，視何者適用而定）選擇將爭議提交至華南（香港）國際仲裁院（SCIAHK）依其《華南（香港）國際仲裁院規則》(「仲裁規則」) 中的《快速程序規則》進行仲裁，或提交香港法庭進行法院程序，解決爭議。

2. Notices or documents relating to arbitration shall be served in accordance with the Expedited Procedure Rules under the Arbitration Rules ("Expedited Rules") and may be sent to the phone number, email address or other contact details specified in the Loan Agreement or this Supplemental Loan Agreement or any Annex, Supplementary Agreement or other documents as executed by the Parties. Such contact details shall remain valid unless a Party has given the other Party written notice of any change at least 14 days in advance.
與仲裁之開始或進行有關的任何通知或文件，應依照仲裁規則中的《快速程序規則》(「快速規則」) 送達，並可發送至借款合約或本補充貸款合約或任何附件所列之電話號碼、電郵地址或其他聯絡方式。上述聯絡方式除非一方以書面形式提前不少於 14 日通知另一方更改，否則均視為長期有效。

3. The Lender and the Borrower hereby agree and confirm that if the Claimant chooses the option of arbitration, notwithstanding specified in the Expedited Rules, (i) the Respondent shall issue a response and/or communicate its statement of defence to the Claimant within 7 days of receiving the notice of arbitration and (ii) the SCIAHK shall appoint the sole arbitrator in accordance with Article 8(2) of the Arbitration Rules if the parties fail to reach an agreement on the appointment of the sole arbitrator within 7 days after the Respondent has received the Claimant's proposal for the appointment of the sole arbitrator.
如申請人選擇將爭議提交至仲裁庭裁決，儘管快速規則已有指明，貸款人及借款人在此同意及確認 (i) 被申請人應在收到仲裁通知書後 7 天內向申請人發出對仲裁通知書的答覆及其答辯書及 (ii) 在被申請人收到申請人提出的仲裁員建議後 7 天內，當事人未就指定獨任仲裁員達成協議的，應由仲裁院（即 SCIAHK）按照仲裁規則第 8 條第 2 款指定獨任仲裁員。

4. The terms of "Court", "Legal Costs" and "Court Proceedings" under the Loan Agreement and Term of Summary of Provisions of the Money Lenders Ordinance to be included in or attached to a note or memorandum of a Loan Agreement shall be revised to "Arbitration Tribunal", "Legal and Arbitration Costs" and "Expedited Procedure under the Arbitration Rules" respectively if the Claimant chooses the option of arbitration.
如果申請人選擇進行仲裁，於借款合約及附於或載於借約提要書或備忘錄的貸款人條例摘要條款的「法院」、「法律費用」及「法律行動」將分別修訂為「仲裁庭」、「仲裁及法律費用」及「仲裁規則中訂明的快速程序」。

5. In the event of any discrepancy or inconsistency between the terms of Loan Agreement and this Supplemental Loan Agreement, the terms of this Supplemental Loan Agreement shall prevail.

借款合約的條款與本補充貸款合約不符或不一致的，以本補充貸款合約的條款為準。

_____	_____
Signature of Lender 貸款人	Signature of Borrower(s) 借款人
Name 姓名: _____	Name 姓名: _____
Date 日期: _____	Date 日期: _____