

APPLICATION FORM OF "CHIYU MONEY" PERSONAL LOAN



In this Application Form, "CHIYU" means Chiyu Banking Corporation Limited. Successful Applicant will be subject to the Terms and Conditions ("the Terms and Conditions") attached herein. Terms and expressions as defined herein, unless otherwise specify, shall have the same meanings as used in the Terms and Conditions.

CHIYU need to collect the customer's information for the purpose of providing the services. If relevant information is not provided, CHIYU may not be able to process your application. Please refer to CHIYU "Data Policy Notice" or such other document(s) issued under whatever name from time to time by CHIYU and certain of its related entities relating to their general policies on use, disclosure and transfer of personal data.

® In case there is discrepancy between the information supplied in this data field and the Bank's record, the Bank's record will be amended accordingly after drawdown.

LOAN AND REPAYMENT INFORMATION

Loan Amount : (HK\$) _____ (Minimum HK\$10,000)	Repayment Tenor (months): _____ months
Loan Plan : <input type="checkbox"/> "Chiyu Money" Personal Loan Plan <input type="checkbox"/> Other Plan _____	Loan Purpose: <input type="checkbox"/> Home Decoration <input type="checkbox"/> Medical Fee <input type="checkbox"/> Tuition Fee <input type="checkbox"/> Marriage <input type="checkbox"/> Card/Loan Payment <input type="checkbox"/> Travel <input type="checkbox"/> Childbirth <input type="checkbox"/> Legal Fee <input type="checkbox"/> Others (please specify): _____

APPLICANT'S DATA

English Name as printed on HK ID Card		Name in Chinese	HK ID Card No.
Nationality(Country / Region) ® <input type="checkbox"/> Hong Kong, China <input type="checkbox"/> China (_____ Province) <input type="checkbox"/> Others (please specify): _____		Chinese/Other ID Card No.	Date of Birth® YY/ MM/ DD
Sex® <input type="checkbox"/> M <input type="checkbox"/> F	Marital Status® <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced/Separated	No. of Dependents	Education Level® <input type="checkbox"/> Primary School or Below <input type="checkbox"/> Secondary School <input type="checkbox"/> Post-Secondary or Tertiary <input type="checkbox"/> University Degree <input type="checkbox"/> Post-graduate of Above
Residential Address (In English & Block Letters)			
Flat	Floor	Block	Building/Estate
Road/Street		District	Country/Region <input type="checkbox"/> Hong Kong, China <input type="checkbox"/> Others (please specify) _____
Type of Residence <input type="checkbox"/> Private Housing <input type="checkbox"/> Home ownership Scheme (HOS) <input type="checkbox"/> Public Housing <input type="checkbox"/> Quarters <input type="checkbox"/> Others (please specify): _____		Ownership of Residence <input type="checkbox"/> Self-owned (No Mortgage) <input type="checkbox"/> Provided by Employer <input type="checkbox"/> Owned by Family Members <input type="checkbox"/> Mortgaged, Monthly Mortgage Payment HK\$ _____ <input type="checkbox"/> Rented, Monthly Rent HK\$ _____ <input type="checkbox"/> Others (please specify): _____	
Start Date of Residence (YYYY/MM)			
Mobile Phone No.	Home Tel. No.	E-mail Address	
Correspondence Address <input type="checkbox"/> Residential Address <input type="checkbox"/> Permanent Address <input type="checkbox"/> Office Address			
Permanent Address (In English & Block Letters) (No need to fill in if the same residential address)			

OCCUPATION INFORMATION

Company Name (In English & Block Letters)	Company Industry & Business Nature®	Self-employed <input type="checkbox"/> Yes <input type="checkbox"/> No If no, please specify Occupation® & Position _____
Job Nature <input type="checkbox"/> Permanent <input type="checkbox"/> Contract <input type="checkbox"/> Unemployed/Temporary	Type of Salary <input type="checkbox"/> Fixed <input type="checkbox"/> Non-fixed Monthly Salary HK\$ _____	CHIYU's Payroll Account <input type="checkbox"/> Yes <input type="checkbox"/> No CHIYU's Payroll Account No. _____
Start Date of Current Employment (YYYY/MM)	Start Date of Current Profession (YYYY/MM)	Office Tel No.
Office Address (In English & Block Letters)		
Flat	Floor	Block
House/Building/Estate		
Country/Region <input type="checkbox"/> Hong Kong, China <input type="checkbox"/> Others (please specify) _____		
No. and Name of Street	District	<input type="checkbox"/> HK <input type="checkbox"/> KLN <input type="checkbox"/> NT
Previous Employer's Name+	Previous Position+	Start Date of Previous Employment+ (YYYY/MM)

+Please provide the information if you work for less than 1 year in the current organization.

BANK AND CREDIT REFERENCE

Do you have any (Including all loan applications in processing) / Secured Loan Products (except Self-residential Mortgage) under other Banks / Financial Institutions OR Unsecured Loan Products under Financial Institutions (Including credit card instalment loan)?

☐ No ☐ Yes

Total Other Secured Loan Monthly Instalment Amount HK\$ _____

Total Other Secured Overdraft O/S Amount HK\$ _____

Total Other Unsecured Loan Monthly Instalment Amount HK\$ _____

Total Other Unsecured Revolving Credit O/S Amount HK\$ _____

Any litigation in the past?

☐ No ☐ Yes Please Specify _____

BANK REFERENCE

Are you existing customer of CHIYU?

☐ Yes ☐ No

Have you applied for / been approved any mortgage loan with CHIYU?

☐ No application ☐ Application being in process ☐ Application being approved

Branch _____ Expected Drawdown Date ____YY/____MM/____DD

PAYMENT OF LOAN

I further request and authorize CHIYU to credit the approved loan amount into the Designated Account.

Aforesaid "Designated Account" means the account designated in this Application Form under the heading of Direct Debit Authorization and the account name must correspond with the name of Applicant.

DIRECT DEBIT AUTHORIZATION

I, the undersigned, hereby irrevocably authorize CHIYU to debit my Designated Account as stated below in respect of the repayment of principal and interest and other charges relating to the loan applied by the Applicant.

I understand that I must maintain a current/savings account with CHIYU and I agree to be bound by the Conditions for Services governing that account. I hereby undertake to repay in full the debit balance outstanding in my aforesaid current account together with interest thereon at CHIYU's prevailing rate in the event that any such debit may result in an overdraft or an increase of the overdraft from my aforesaid current account.

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

I hereby agree to be bound by the above provisions

CHIYU Designated Account Number _____

The holder of the above Designated Account and the Applicant must be one and the same person.

RELATIONSHIP WITH THE RELEVANT PERSON(S) OF CHIYU

Are the Borrower and/or the Guarantor and /or Relative Party and /or Customer one of the following institutions, persons or relatives of the following persons: a director / supervisor / senior management and key staff (collectively comprising chief executive and managers*) / chairman of committee / head of department / head of branch / lending officer / controllers / minority shareholder controllers of CHIYU, its branches, subsidiaries, affiliates and other entities (including their subsidiaries, affiliates and special purpose entities) over which CHIYU is able to exert control [or those institution(s) itself/themselves]?

☐ No, I confirm that, at present, there is no such relationship. I/We agree to notify the Bank promptly in writing if I become so related

☐ Yes. (If yes, please tick (✓) in the appropriate box (es). You may tick (✓) more than one box.)

- ☐ The Borrower and/or Guarantor and/or Relative Party and /or Customer is/are one of the following institutions, persons or relatives of the following persons: a director / supervisor / senior management and key staff (collectively comprising chief executive and managers*) / chairman of committee / head of department / head of branch / lending officer / controllers / minority shareholder controllers of CHIYU, its branches, subsidiaries, affiliates and other entities (including their subsidiaries, affiliates and special purpose entities) over which CHIYU is able to exert control[or those institution(s) itself/themselves].

(In case of a subsidiary or affiliate, please indicate the name: _____)

(In case of a branch, please indicate the location of the relevant branch: _____)

- ☐ CHIYU or controller, minority shareholder controller, director or lending officer of CHIYU, or a relative of any of such controller, minority shareholder controller, director or lending officer is interested as director, partner, manager or agent of the Borrower/Guarantor/Relative Party
- ☐ The Guarantor is a controller, minority shareholder controller or director of CHIYU, or a relative of any of such controller, minority shareholder controller or director.

* The terms "chief executive" and "manager" are as defined in S2 of the Banking Ordinance.

If the above answer is "Yes", please fill in the followings:

Name of the above relevant persons	Company	Department	Position	Name of the Borrower / Guarantor / Relative Party	Relationship with the Borrower / Guarantor /Relative Party set out on the left

NOTICE

1. Minimum requirement for applying Personal Loan:
 - a. Applicant must be a Hong Kong permanent resident aged 18 or above; and
 - b. Earning a monthly income of HK\$10,000 or above.
2. Documents supplied, including this Application Form are not returnable.

In order to speed up your application, please remember to enclose copy the following documents and put a“✓”in the appropriate box(es):

- ☐ Your Hong Kong Identity Card
- ☐ Latest 3 months' residential address proof in English, e.g. electricity bill, rates demand note or Bank statement (If permanent residential address is different from current residential address, please provide additional permanent residential address proof in English.)
- ☐ Latest 3 months' bank statement/passbook or latest Tax Demand Note or latest 3 month salary proof showing clearly your name and account number.

CHIYU may request additional documents in the course of processing your application.

DECLARATION OF APPLICANT

I do not wish CHIYU to use my personal data in direct marketing via the following channel(s)(please use “✓”to select the channel(s)):

- ☐ Electronic Channels
- ☐ Mail
- ☐ Personal Call

If the Applicant returns this Form without ticking any the above boxes, it means that the Applicant does not wish to opt-out from any form of CHIYU's direct marketing.

- ☐ To improve and provide more comprehensive services to our Customers, CHIYU may provide your personal data to other members of the Group* and any other persons for their use in direct marketing of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and so forth. Please tick“✓”this box if you do not wish CHIYU to provide your personal data to the above persons for the above purposes.

The above represents your present choice regarding whether or not to receive direct marketing materials, and CHIYU's intended provision of your personal data to other members of the Group* and other persons^ for their use in direct marketing. This replaces any choice communicated by you to CHIYU prior to this application. Please noted that your above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in CHIYU's Data Policy Notice.

* The “Group” means CHIYU and its holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated. Affiliates include branches, subsidiaries, representative offices and affiliates of CHIYU's holding companies, wherever situated.

^ Please also refer to the said Notice on the kinds of personal data which may be used in direct marketing and the classes of persons to which your personal data may be provided for them to use the direct marketing.

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

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

I agree and understand that the data held by CHIYU relating to me may be transferred to places (including places outside Hong Kong) at any time and from time to time where CHIYU deems necessary.

I understand that CHIYU did not appoint any financial intermediary or third party to refer the Personal Loan provided and CHIYU does not accept any loan application referred by any financial intermediary or third party. I hereby confirm that my loan application is not a referral by any financial intermediary or third party, nor I have provided any personal information to financial intermediary or third party for procuring, negotiating, obtaining or application of this loan. CHIYU will never in any circumstance refer your application to another financial institution for further processing. Whenever you get calls saying your application has been declined or has been referred to another financial institution, for your own protection and interest never reveal your personal data down a telephone line. If you feel or believe your personal data has been compromised, please immediately contact our staff or call the Police directly.

I agree to accept the Loan granted by CHIYU at its absolute discretion, whether such loan is equal to or less than the loan amount applied for in this Application Form and to be bound by the Terms and Conditions printed overleaf. I agree and acknowledge that CHIYU has the absolute right to accept/reject this application without assigning any reason.

I declare that I am currently employed and/or have income and understand that CHIYU reserves absolute discretion to require me to provide the related documentary proof of identify and income.

I hereby solemnly and sincerely declare that (i) I have never been adjudged bankrupt, or made the subject of any bankruptcy or similar proceedings, or of any receiving or similar order, in Hong Kong or elsewhere; and (ii) I have carefully and conscientiously considered the status of my assets and liabilities. I have no intention to petition for my own bankruptcy or for any similar order, or propose to enter into with my creditors any individual voluntary arrangement or similar arrangement, in Hong Kong or elsewhere, nor do I see any reason for so bringing any of the above applications or propositions; and I hereby solemnly and sincerely believe and/or declare that no individual and/or entity shall have any reason and/or intention to petition for or be in position to petition for my bankruptcy or any similar order or legal proceedings, in Hong Kong or elsewhere.

I declare that I am currently not involved in any litigation or legal proceedings and I was not involved in any litigation or legal proceedings in the past.

I understand and agree that CHIYU will not send me monthly statement of account upon the approval and acceptance by me of this loan application. As a substitute, CHIYU will issue a repayment schedule listing out the repayment and outstanding loan details. A loan repayment record will be provided by CHIYU only upon my personal request.

I confirm that this loan or any part thereof is not intended to be used for the down payment for the purchase of the property.

I understand CHIYU to consider the credit report from TransUnion Limited and authorize CHIYU to check my credit information for the collection of such information for one or more than one time where deems necessary. I may ask for such information from TransUnion Limited by my own (Tel: 2577 1816).

I understand that remuneration of sales staff consists of fixed and variable components. The award of variable remuneration correlates in part with the staff's performance in financial and non-financial factors.

I acknowledge that I have received, read and understood the contents of the attached Terms and Conditions for Personal Loan, terms and conditions for the promotional offers (if applicable), Date Policy Notice (or such other document(s) issued under whatever name from time to time by CHIYU and certain of its related entities relating to their general policies on use, disclosure and transfer of personal data (as the same may be amended from time to time)), and all written terms, conditions and remarks, and agree to be bound by them.

I have review and understand the information in the "Terms and Conditions for Personal Loan" and relevant Key Facts Statement (KFS) that the Bank provided to me.

I understand that by making any intentional or negligent misrepresentation(s) and/or providing false information or omitting to provide relevant information in connection with this application, I may incur civil and/or criminal liability.

I have read the content of this Declaration and ☐ agree / ☐ do not agree to the above.

Signature of applicant

Date

Must correspond with the signature of my Designated Account

BANK USE ONLY

Branch/ Unit

Date

CAW-TA No.

Checker Name

Checker sign

TERMS AND CONDITIONS FOR PERSONAL LOAN

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

1. In these Terms and Conditions:

"Bank"	means Chiyu Banking Corporation Limited including its successors and assigns;
"Business Day"	means a day (other than a Saturday, Sunday or public holiday) on which the Bank is open for banking business in Hong Kong;
"Designated Account"	means the account designated by the Borrower from time to time with authorization to the Bank to debit such account for repayment of principal, interest and other charges relating to the Loan;
"Handling Charge"	means a handling charge equal to 1% per annum of the amount drawn by the Borrower on the relevant drawdown date(s) or such other rate(s) as shall be determined by the Bank from time to time. The Handling Charge chargeable shall be calculated on a pro-rata basis with reference to the repayment tenor and the Total Principal Amount approved by the Bank and specified in the Repayment Schedule issued by the Bank to the Borrower;
"Hong Kong"	means the Hong Kong Special Administrative Region of The People's Republic of China;
"Interest"	means the interest chargeable on the Total Principal Amount, which is calculated on a monthly basis at such rate(s) as shall be advised by the Bank in the Repayment Schedule to be issued to the Borrower and subject to variation by the Bank from time to time;
"Loan"	means the Total Principal Amount together with the Interest chargeable on the Total Principal Amount;
"Repayment Schedule"	means the confirmation issued by the Bank to the Borrower in relation to the Loan, confirming the Bank's acceptance of the Borrower's application for the Loan;
"Mortgage"	means any mortgage or charge of land properties executed by the Borrower (whether alone or with any other person(s), party(ies), company(ies) or entity(ies)) in favour of the Bank and whether before or after the present application to secure repayment of all present and future indebtedness and liabilities of the Borrower, and includes any modification, supplement or replacement of the Mortgage from time to time;
"Loan Amount"	means the principal amount of the personal loan approved by the Bank under these Terms and Conditions.

2. The Borrower acknowledges that the Personal Loan Amount to be advanced by the Bank is subject to the sole and absolute discretion of the Bank. The Borrower confirms and agrees to borrow the amount as approved by the Bank notwithstanding that the approved amount may be less than the amount applied for. The Bank will by written notice and/or verbal inform the Borrower whether the application is approved or rejected. In the absence of written consent from the Bank, the Borrower may not cancel the Loan once approved and shall be bound by these Terms and Conditions. Particulars of the Loan will be communicated to the Borrower in writing by the Bank issuing to the Borrower a Loan Advice as soon as practicable after the application has been approved by the Bank.
3. The Borrower hereby irrevocably authorizes the Bank to credit the Personal Loan Amount to the Designated Account irrespective of whether or not the Borrower is/are the holder(s) of the Designated Account. The Borrower hereby confirms and agrees that the Borrower shall be liable to repay the Personal Loan Amount, the Interest and any other fees and charges payable by the Borrower to the Bank according to these Terms and Conditions.
4. On the relevant drawdown date(s) of the Personal Loan Amount or any part thereof, **the Bank will waive the charge of Handling Fee in each drawdown.** For the avoidance of doubt and subject to the Bank's overriding discretion, all drawdowns would only be effected on Business Days.
5. The Loan shall be repaid by the Borrower to the Bank by monthly installments over such repayment tenor and in such amount as specified by the Bank in the Loan Advice issued to the Borrower.
6. Save as otherwise approved by the Bank at its absolute discretion, the Borrower agrees that drawdown of the Total Principal Amount shall be in one lump sum.
7. (a) The Bank is hereby irrevocably authorized by the account holder(s) of the Designated Account to debit the Designated Account with the amount of each monthly instalment and all other fees and charges due and payable by the Borrower hereunder and to apportion such monthly instalments among the outstanding Loan, Interest and any other fees and charges. If any such sum remains unpaid after the due date thereof, **the Bank reserves the right to charge default interest on the amount overdue at the annualised interest rate of 29.2% or such other rate(s) to be determined by the Bank from time to time at its absolute discretion (both before and after judgment) from the due date until the date of actual repayment and shall be calculated on the basis of a 365-day year.**
- (b) All payments made by the Borrower to the Bank shall be accepted upon and subject to the Bank's practice and terms and conditions and where applicable to the rules of any relevant clearing system for the time being and from time to time in force, and shall be deemed not to have been made until such time as the relevant funds have been cleared and received for value by the Bank.
- (c) **The Bank is entitled to charge the Borrower an administrative fee of HK\$500 for each overdue but unpaid monthly instalment of the Loan, and without prejudice to all other rights and remedies available to the Bank.**
8. Borrowers need to be aware that different products use different ways to apportion interest and principal in the monthly repayment amounts. When choosing early repayment, borrower should consider the early repayment charges involved which may outweigh the benefit from the future interest saving. It is suggested that borrowers should first check with the bank about the total amount involved in early repayment (including outstanding loan balance, early repayment charges and other fees, etc.) and the amount of outstanding interest.
9. Partial repayment of the Loan is not allowed. Early full settlement will be permitted by giving the Bank at least 7 working days prior written notice and on such relevant terms as the Bank may at its absolute discretion decide subject to full settlement or payment of: (i) all interests due and unpaid in respect of the monthly instalments of the Loan or the relevant part of the Loan; (ii) the outstanding balance of the Loan or the relevant part of the Loan; (iii) Early Settlement Fee (equals to 1% of the drawdown amount of the Loan as administration fee plus current month's instalment interests, and next month's instalment interests if early settlement is made on the instalment repayment date; or interests of the next two months' instalments if early settlement is not made on the instalment repayment date as additional interests); (iv) all default interest (if any) and outstanding fees and charge.
10. Notwithstanding anything to the contrary in these Terms and Conditions, the Bank reserves its overriding right to demand the Borrower to repay in full the outstanding balance of the Loan or any part thereof at any time, the Interest and all fees and charges at any time and/or cancel any

commitment for undrawn Personal Loan Amount immediately upon written notice to the Borrower. In addition and without prejudice to the foregoing, all sums of money (whether actual or contingent) shall become immediately due and payable by the Borrower upon the occurrence of any of the following events:

- (a) the default of the Borrower in payment of any of the monthly instalment or any other fees or charges hereunder;
 - (b) any liabilities of the Borrower to the Bank becomes overdue;
 - (c) any attachment, execution or similar process being levied against the Borrower;
 - (d) a petition in bankruptcy being filed by or against the Borrower;
 - (e) a receiver being appointed over all or any substantial part of the assets of the Borrower;
 - (f) any information provided or representation made to the Bank by the Borrower for or in relation to his application for the Loan being found to be false, inaccurate or misleading in any aspect; and
 - (g) any breach of these Terms and Conditions on the part of the Borrower.
11. In addition and without prejudice to any banker's lien, right of set-off or similar right to which the Bank may be entitled, the Bank shall have the right at any time without any consent from, reference or prior notice to the Borrower (any such consent or prior notice being expressly waived) to set-off and appropriate and apply any credit balance on any of the account(s) and/or deposit(s) (whether or not subject to notice and whether or not matured) of the Borrower and/or jointly maintained by the Borrower with other party(ies) in whatever currency maintained with any of the branches or sub-branches of the Bank against or on account of any sums due and owing to the Bank by the Borrower hereunder. For such purposes, the Bank may convert all or any part of such credit balance to any other currencies at the applicable exchange rate quoted and determined by the Bank from time to time.
12. The Borrower agrees that the Bank may take such action as it thinks necessary to enforce its rights under these Terms and Conditions including without limitation the appointment of any of its subsidiaries and/or the employment of any third party debt collection agencies to collect any sums due and owing to the Bank by the Borrower. **The Borrower consents to and authorizes the disclosure by the Bank of all or any information relating to the Borrower and the Loan to any of such persons or agencies. The Borrower further agrees to indemnify the Bank in full against all costs and expenses (including legal costs on a full indemnity basis) incurred or which may be incurred by the Bank in suing for or otherwise recovering any sums due and owing from the Borrower to the Bank.**
- 13 (a) The Borrower confirms that all the information given in this application or otherwise in connection with this application is true and complete and undertakes to inform the Bank immediately in writing of any change in the name, address, telephone number and employment of the Borrower. The Borrower further agrees to provide any additional information or document which the Bank may require.
- (b) The Borrower acknowledges the contents of the Bank's Data Policy Notice (the "Notice") or whatever it may be renamed by the Bank in future and consents to and authorizes the Bank and any person to whom the Bank has disclosed any of the Borrower's personal data in accordance with these Terms and Conditions to obtain from or disclose to any of the respective holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated, of the Bank, other financial institutions, charge or credit card issuers and associations, credit reference agencies or credit information institutions which provide information exchange and other services, collection agencies, agents, contractors and any person who proposes to or has established any business relation with the Bank to use and disclose all the personal data relating to the Borrower and the Loan for such purposes (including but without limitation to the purposes of conducting credit checks, verifying and exchanging credit information, debt collection or any other reasonable purposes deemed necessary by the Bank) as may be in accordance with the Bank's general policies on use and disclosure of personal data as set out in the Notice or other statements, circulars, notices or terms and conditions made available by the Bank to its customers (including potential customers) from time to time. If there is any inconsistency or discrepancy between the Notice and these Terms and Conditions, the Notice shall prevail insofar as it relates to the protection of the Borrower's personal data.
14. All entries made in books or accounts maintained by the Bank in connection with the Loan; any certificate relating to the Bank's cost of funds in respect of the Loan; and any opinion, determination or decision by the Bank's officers shall be conclusive evidence against the Borrower and be binding on the Borrower for all purposes, save to the extent of manifest error.
15. Time shall be of the essence herein but no failure or delay by the Bank in exercising any right, power or remedy under these Terms and Conditions or any indulgence given or negotiation undertaken by the Bank shall operate as a waiver or in any way prejudice any of the rights, powers or remedies of the Bank hereunder.
16. Where there is more than one person in the application for the tax loan, the obligations and liabilities of all such persons shall be joint and several. Any instructions given by or communication with any one of them shall be deemed to be given by or communicated with both of them jointly.
17. The Bank shall be entitled at any time at its sole and absolute discretion to assign, sub-participate or transfer any or all of its rights and obligations hereunder to any other persons without consent of or prior notice to the Borrower. The Loan is personal to the Borrower. The Borrower shall not be entitled to assign or transfer any of its rights and obligation hereunder.
18. The Borrower agrees that these Terms and Conditions, interest rate and schedule of fees and charges (copy of the currently applicable schedule can be obtained from any branch of the Bank) may be varied by the Bank from time to time at its sole and absolute discretion provided that the Bank shall give not less than 30 days' prior notice to the Borrower before any change of the terms and conditions affecting fees and charges and the Borrower's liabilities or obligations.
19. If any of the provisions of these Terms and Conditions is held to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision(s) is/are to be severed from the remaining provisions insofar as is possible without modifying or affecting the remaining provisions. Such provision shall not affect the validity of the remaining provisions.
- 20 The Borrower agrees and confirms that:
- (a) the Loan to be advanced by the Bank to the Borrower shall, upon drawdown of the Loan, automatically become part of the secured liabilities secured by the Mortgage.
 - (b) any security charged to the Bank by the Borrower (whether alone or jointly with any other person(s), party(ies), company(ies) or entity(ies)) for any purposes either before or after the application of the Loan shall also serve as a security of the Loan.
- In the case of an "All Monies" mortgage (i.e. a mortgage which will secure all amounts payable by the borrowers) executed on or after 4 July 2005 involving more than one borrower, the amount secured under the mortgage should not exceed the amount of money, obligations and liabilities owing or incurred at any time by the co-borrowers jointly. This does not restrict a co-borrower acting as surety from separately guaranteeing or

securing the other's obligations in a transparent manner which complies with the provisions of section 24. In the case of a security document other than a residential mortgage involving more than one borrower executed on or after 3 January 2006, the amount secured under the security document should not exceed the amount of money, obligations and liabilities owing or incurred at any time by the co-borrowers jointly. This does not restrict a co-borrower acting as surety from separately guaranteeing or securing the other's obligations in a transparent manner which complies with the provisions of section 24.

21. If the Borrower shall experience any difficulty in repaying or servicing the Loan, the Borrower shall inform the Bank as soon as possible.
22. Without affecting other methods of communication, any statement, notice, demand or other communications are deemed to be received by the Borrower:
 - (i) on posting for 3 Business Days in one or more of the banking halls in Hong Kong of the Bank,
 - (ii) 3 Business Days after publication as an advertisement in a Hong Kong newspaper,
 - (iii) when posted on the website of the Company and the Bank,
 - (iv) when left at any of the address of the Borrower on the Bank's record, or 48 hours after mailing to such address or 7 days if the address is overseas,
 - (v) when sent by electronic mail or message or facsimile to any of email address or equipment or facsimile number of the Borrower on the Bank's record, or
 - (vi) when communicated including by leaving a voice message, if by telephone or other oral communication, notwithstanding return through the post (in the case of a mailing), or the death or incapacity of the Borrower. For the purpose of this Clause 24, "Business Day" means a day on which the Banks are open for business in Hong Kong other than Sunday and public holiday. Without prejudice to the generality of the foregoing provisions, the Bank may give verbal notice to the Borrower personally or by telephone and any verbal notice so given shall be immediately effective and binding upon the Borrower. Any notice or communication to the Bank shall not be effective until actually received by the Company.
23.
 - (a) Subject to Clause 23(c), a person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (the "Third Parties Ordinance") to enforce or to enjoy the benefit of any term of these Terms and Conditions.
 - (b) Notwithstanding any term of these Terms and Conditions, the consent of any person who is not a party to these Terms and Conditions is not required to rescind or vary these Terms and Conditions at any time.
 - (c) Any director, officer, employee, affiliate or agent of the Bank may, by virtue of the Third Parties Ordinance, rely on any provision of these Terms and Conditions (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.
24. In case of any disputes, the Bank's decision shall be final and binding.
25. In case of any inconsistency between the Chinese version and the English version of these Terms and Conditions & application forms, the Chinese version shall prevail.
26. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong and the Borrower hereby agrees to submit to the exclusive jurisdiction of the courts of Hong Kong for any dispute arising out of or in connection with these Terms and Conditions and/or the Loan.

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Key Facts Statement (KFS) for Instalment Loan

Chiyu Banking Corporation Ltd. ("the Bank")

"Chiyu Money" Personal Loan Plan (For personal customers)

7th Jan 2025

This product is an instalment loan.

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.

Interest Rates and Interest Charges

Annualised Percentage Rate (APR)	For a loan amount of HK\$100,000: ¹			
	Loan Tenor	6-month	12-month	24-month
	APR ² (or range of APR)	N/A	6.78% - 16.63%	6.88% - 16.73%

The APR is calculated using method specified in relevant guidelines issued by The Hong Kong Association of Banks, and is rounded up or down to the nearest two decimal places. An APR is a reference rate, which includes all applicable interest rates, fees and charges of the product, expressed as an annualised rate.

Annualised Overdue / Default Interest Rate	Annualized interest rate of 29.2% will be applied on the amount overdue from the due date until the date of actual repayment. The interest is calculated daily on a simple basis and will be calculated on a 365-day basis in ordinary and leap years.
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Fees and Charges

Handling Fees	Waived
Late Payment Fees	<p>HK\$500 per late payment (plus legal cost, if any)</p> <p>Apart from default interest, the Bank reserves the right to charge the Late Payment Fees of HKD500.00 or such other amount as determined by the Bank from time to time, on each time when the Borrower fails to make a payment on its due date. In addition, if the Bank shall determine in its absolute discretion that it is necessary to instruct lawyers to issue letter of demand to the Borrower or to take any other recovery action against the Borrower after the Borrower has failed to make any payment on its due date, the Bank shall have the right to recover all the legal costs of reasonable amount and reasonably incurred by the Bank and the Borrower shall be obliged to pay such costs to the Bank upon demand.</p>
Early Settlement Fee	<p>Early Settlement Fee will be charged by the Bank if the Borrower early repays the Loan in full.</p> <p>Early Settlement Fee = Administration Fee + Additional Interests</p> <p>Administration Fee: 1% of the drawdown amount</p> <p>Additional Interests: additional 1 month interests</p> <ul style="list-style-type: none"> Apart from current month's instalment interests, next month's instalment interests will be charged additionally if early settlement is made on the instalment repayment date Interests of next two months' instalments will be charged if early settlement is not made on the instalment repayment date
Returned Cheque / Rejected Autopay Payment Instruction	In case of any returned cheque or rejected autopay payment instruction, the Bank will charge HK\$150 as service charge for each returned cheque or rejected autopay payment instruction.

Additional Information

- Minimum loan amount is HKD10,000.
- This APR is calculated based on a loan amount of HK\$100,000, a loan tenor of 12/24 months, a monthly flat interest rate of 0.2999% - 0.7153%/0.2957% - 0.7091%, including handling fee waiver. The Bank does not provide a loan with a tenor of 6-month. The APR which a borrower is entitled to is subject to credit quality of the borrower, the result of credit check and other related factors. The final approval of application, loan amount, repayment tenor and loan interest rate will be subject to the final decision of the Bank, without any reason.
- This personal loan product is repaid by equal instalments, in which the monthly repayment amount is the same throughout the loan tenor. Furthermore, the apportionment of interest and principal will be evenly amortized in each monthly instalment.
- For the Important notes of early repayment, please refer to Chiyu Banking Corporation Limited's website (Personal Banking > Mortgage and Loans > Personal Loan > FAQs).
- For further information, please refer to the relevant section of "Terms and Conditions for Personal Loan" at the Bank's website (Personal Banking > Mortgage and Loans > Personal Loan > "CHIYU MONEY" PERSONAL LOAN).

Key Facts Statement (KFS) for Instalment Loan

Chiyu Banking Corporation Ltd. ("the Bank")

Instalment Personal Loan (For personal customers) 30th Dec 2022

This product is an instalment loan.

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.

Interest Rates and Interest Charges

Annualised Percentage Rate (APR)	For a loan amount of HK\$100,000: ¹			
	Loan Tenor	6-month	12-month	24-month
	APR ² (or range of APR)	N/A	6.09% - 15.05%	6.28% - 15.30%
The APR is calculated using method specified in relevant guidelines issued by The Hong Kong Association of Banks, and is rounded up or down to the nearest two decimal places. An APR is a reference rate, which includes all applicable interest rates, fees and charges of the product, expressed as an annualised rate.				
Annualised Overdue / Default Interest Rate	Annualized interest rate of 29.2% will be applied on the amount overdue from the due date until the date of actual repayment. The interest is calculated daily on a simple basis and will be calculated on a 365-day basis in ordinary and leap years.			

Fees and Charges

Handling Fees	Waived
Late Payment Fees	<p>HK\$500 per late payment (plus legal cost, if any)</p> <p>Apart from default interest, the Bank reserves the right to charge the Late Payment Fees of HKD500.00 or such other amount as determined by the Bank from time to time, on each time when the Borrower fails to make a payment on its due date. In addition, if the Bank shall determine in its absolute discretion that it is necessary to instruct lawyers to issue letter of demand to the Borrower or to take any other recovery action against the Borrower after the Borrower has failed to make any payment on its due date, the Bank shall have the right to recover all the legal costs of reasonable amount and reasonably incurred by the Bank and the Borrower shall be obliged to pay such costs to the Bank upon demand.</p>
Early Settlement Fee	<p>Early Settlement Fee will be charged by the Bank if the Borrower early repays the Loan in full.</p> <p>Early Settlement Fee = Administration Fee + Additional Interests</p> <p>Administration Fee: 1% of the drawdown amount</p> <p>Additional Interests: additional 1 month interests</p> <ul style="list-style-type: none"> • Apart from current month's instalment interests, next month's instalment interests will be charged additionally if early settlement is made on the instalment repayment date • Interests of next two months' instalments will be charged if early settlement is not made on the instalment repayment date
Returned Cheque / Rejected Autopay Payment Instruction	In case of any returned cheque or rejected autopay payment instruction, the Bank will charge HK\$150 as service charge for each returned cheque or rejected autopay payment instruction.

Additional Information

1. Minimum loan amount is HKD10,000.
2. This APR is calculated based on a loan amount of HK\$100,000, a loan tenor of 12/24 months, a monthly flat interest rate of 0.270% - 0.650%, including handling fee waiver. The Bank does not provide a loan with a tenor of 6-month. The APR which a borrower is entitled is subject to credit quality of the borrower, the result of credit check and other related factors. The final approval of application, loan amount, repayment tenor and loan interest rate will be subject to the final decision of the Bank, without any reason.
3. This personal loan product is repaid by equal instalments, in which the monthly repayment amount is the same throughout the loan tenor. Furthermore, the apportionment of interest and principal will be evenly amortized in each monthly instalment.
4. For the Important notes of early repayment, please refer to Chiyu Banking Corporation Limited's website (Personal Banking > Mortgage and Loans > Personal Loan > FAQs).
5. For details, please refer to the relevant section of "Terms and Conditions for Personal Loan".