

Nanyang Commercial Bank, Limited ("Bank") Conditions of "Easi-Personal Loan"

Successful applicant(s) (the "Borrower", which expression shall include its successors) of the approved Easi-Overdraft Facility/Instalment Loan shall be subject to these Conditions:

1. In these Conditions:

"Bank"	means Nanyang Commercial Bank, Limited which shall include its successors and assigns;
"Banking 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 in this Application Form under the heading of "Direct Debit Authorization" or such other account to be 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 Facility;
"Handling Charge"	means a non-refundable annual handling charge equal to 1% of the Overdraft Facility or the Instalment Loan (as the case may be) for each year or part thereof or such other rate(s) as shall from time to time be determined by the Bank;
"HIBOR"	means the rate per annum determined by the Bank to be the rate at which deposits comparable to the amount of such drawing and for such period are offered by the Bank to other financial institutions in the Hong Kong inter-bank market at or about the time of drawdown on a Banking Day;
"HKD" or "HK\$"	means the Hong Kong dollars, the lawful currency of Hong Kong;
"HKD Prime"	means the prime rate for Hong Kong dollars as may be quoted by the Bank from time to time and subject to fluctuation;
"Hong Kong"	means the Hong Kong Special Administrative Region of The People's Republic of China;
"Instalment Loan"	means the amount of the instalment loan made available to the Applicant under these Conditions;
"Interest"	means, in the case of Overdraft Facility the interest on the sums advanced/drawn at (i) such rate(s) as shall be advised by the Bank in the loan advice to be issued to the Borrower, (ii) the overnight HIBOR or (iii) the Bank's cost of funds as may be quoted by the Bank from time to time, whichever is the highest and subject to variation by the Bank from time to time, and in the case of Instalment Loan, the interest on the Instalment Loan shall be at such rate(s) as shall be advised by the Bank in the loan advice to be issued to the Borrower and subject to variation by the Bank from time to time;
"Facility"	means the Overdraft Facility or Instalment Loan (as the case may be);
"Loan Advice"	means the confirmation issued by the Bank to the Borrower in relation to the Facility;
"Mortgage"	means any mortgage or charge of landed 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, past and future indebtedness and liabilities of the Borrower, and includes any modification, supplement or replacement of the Mortgage from time to time; and
"Overdraft Facility"	means the amount of the Easi-Overdraft Facility made available to the Applicant under these Conditions.

2. If the Borrower shall consist of more than one person and any Facility is made available to such persons jointly, the liabilities of these persons to the Bank under the Facility shall be joint and several unless otherwise specified and each and every provision in these Conditions shall be construed accordingly.
3. The Borrower acknowledges that the Facility to be advanced by the Bank is subject to the sole and absolute discretion of the Bank. In the absence of written consent from the Bank, the Borrower may not cancel the application for the Facility once processing has commenced and shall be bound by these Conditions. Particulars of the Facility 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. If cancellation is allowed, which is at the Bank's absolute discretion, the Borrower shall pay all reasonable costs and expenses in connection with such cancellation.

Applicable to Overdraft Facility

4. The Handling Charge is payable immediately upon the approval or annual renewal of the Overdraft Facility by debiting the Designated Account. If an increase to the overdraft limit to the Overdraft Facility is approved during the year, an additional Handling Charge will be applied on the amount of increase which will be calculated on a pro-rata basis and payable upon the approval.
5. Interest will be accrued on a daily basis of the actual number of days elapsed in a year of 365 days and shall be payable monthly by debiting the Designated Account.
6. The Bank is hereby irrevocably authorized by the Borrower to debit the Designated Account with the amount due and all other fees and charges due and payable by the Borrower as specified by the Bank in the list of fees and charges from time to time issued by the Bank. If any such sum is not paid after the due date, the unpaid portion will be included as payment in arrears and the Bank shall have the right to capitalize such unpaid sum as principal advance and a default interest (as well before as after judgment) at a rate of 10% per annum over the HKD Prime, or the overnight HIBOR, or the Bank's cost of funds, whichever is the highest, will be charged to the Overdraft Facility and accrued on a day to day basis and calculated from the date when payment is due up to the date of final payment in full. Irrespective of whether the due but unpaid overdrafts fall within the overdraft limit previously allowed by the Bank, the foregoing default rate and method of calculation shall apply.
7. The Bank shall have the right to charge default interest at (i) such default rate and in accordance with such method of calculation as set out above on any sum which is overdrawn in excess of the applicable pre-agreed overdraft limit, whether such excess is allowed by the Bank in the exercise of its discretion or upon the request of the Borrower or otherwise, or (ii) the original interest rate applicable to the Overdraft Facility as advised by the Bank to the Borrower, whichever is the higher.
8. The Bank reserves the right to compound default interest at such intervals as it deems fit.

Applicable to Instalment Loan

9. The Handling Charge for the whole term of the Instalment Loan is payable immediately upon the approval of the Instalment Loan.
10. The Instalment Loan shall be repaid by the Borrower to the Bank by monthly instalments over such repayment tenor as specified in the Application Form, on such day and in such amount as specified by the Bank in the loan advice issued to the Borrower or, if such date falls on a non-Banking Day, it shall fall on the following Banking Day.
11. Unless otherwise agreed by the Bank in writing, the first instalment shall be due and payable one month after the drawdown of the Instalment Loan.
12. Interest calculation:
 - (i) Applicable to Instalment Loan with monthly flat rate:
Interest will be accrued on a monthly basis and shall be payable monthly by debiting the Designated Account. The Bank is hereby irrevocably authorized by the Borrower to debit the Designated Account with the amount of each monthly instalment and all other fees, charges and sums due and payable by the Borrower

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_____ Signature of Applicant Must correspond with the signature of my/our Designated Account	_____ Signature of Joint Applicant(if applicable) Must correspond with the signature of my/our Designated Account
	Date

hereunder and to apportion such monthly instalments among the outstanding Facility, 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 an interest rate of 3% per month or such other rate(s) to be determined by the Bank from time to time at its absolute discretion (both before and after judgment). The default interest payable in accordance with this Clause shall accrue daily and be calculated from the due date until the date of actual repayment with a 30-day month.

(ii) Applicable to Instalment Loan with HKD Prime:

a. Only applicable to the Bank's Mortgage Loan property owners who apply for Instalment Loan, with valid property addresses duly verified by the Bank. The Bank reserves the right to request the applicants to submit certified documents of the property (if applicable). Property owners are required to have either sole ownership or joint ownership of the property. Types of property include private residential property, commercial building and industrial building. The Bank reserves the right to define the terms of "Property Owner", "Property" and "Certified Document" at its absolute discretion.

b. Interest will be accrued on a daily basis of the actual number of days elapsed in a year of 365 days and shall be payable monthly by debiting the Designated Account. The Bank is hereby irrevocably authorized by the Borrower to debit the Designated Account with the amount of each monthly instalment and all other fees, charges and sums due and payable by the Borrower hereunder and to apportion such monthly instalments among the outstanding Facility, 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 (before as well as after judgment) at a rate of 6% per annum over the HKD Prime on a day to day basis on any sum which is not paid when due. If an instalment or interest payment is overdue, default interest shall be calculated from the due date of the relevant instalment or interest payment on a daily basis up to the day on which actual payment in full has been made.

13. Only full repayment of the Instalment Loan is permissible.

(i) Applicable to Instalment Loan with monthly flat rate:

Prepayment shall be the sum of all the remaining instalments of the Instalment Loan after deducting the interest rebate on "Rule of 78" basis, and the Borrower shall pay a sum equal to 2% of the outstanding amount of the Instalment Loan as prepayment fee. Please contact our staff for the "Rule of 78" computation method.

(ii) Applicable to Instalment Loan with HKD Prime:

Prepayment shall be the Instalment Loan outstanding amount, and Borrower shall pay a sum equal to 2% of the outstanding amount of the Instalment Loan as prepayment fee.

14. All sums due but unpaid (including the instalment due and payable on the date of full prepayment) shall be paid in full by the Borrower on the final repayment date of the Instalment Loan.

Applicable to Instalment Loan Balance Transfer

15. These Terms of "Easi-Personal Loan" are the subclauses of the Terms of Instalment Loan. In the event of any inconsistency between the former and the latter, the Terms of "Easi-Personal Loan" shall prevail to the extent of any such inconsistency. Unless otherwise specified, the Terms of "Easi-Personal Loan" shall have the same meaning as those defined in the Terms of Instalment Loan.

16. The Borrower has to provide the latest bank account monthly statement or other bank account records, showing clearly the name and account number of the account holder. (if applicable)

17. After deducting the handling fee (if applicable) from the approved loan amount, the Bank will help settle the outstanding balance(s) of designated account(s) partly or wholly prescribed by the Borrower. Thereafter any residue of the loan amount (if any) will be deposited in the designated sole name account(s) of the Borrower.

18. Debit account(s) and account(s) to be credited must be the sole name account(s) of the Borrower. Joint name account(s) or corporate account(s) will not be accepted.

19. The Bank reserves the right to request the Borrower to cancel any balance transfer beneficial account(s) at any time at its sole and absolute discretion.

20. In the event of the loan amount being insufficient to settle in full the outstanding amount owed to the above recipient banks/financial institutions, applicants shall be responsible for repaying the residual outstanding amount to the recipient banks/financial institutions.

21. If the Loan application (or part of it) is approved, the loan amount will be paid by way of cashier order or interbank fund transfer (CHATS). If the loan amount cannot be paid by CHATS, it will be paid by cashier order. Where the loan (or part of it) is disbursed by CHATS, the CHATS payment will be transferred to the designated recipient banks/financial institutions on the Loan drawn down date. The recipient banks/financial institutions may charge a handling fee for local telegraphic transfer from the relevant accounts. Where the loan (or any part of it) is disbursed by cashier order, the Bank should deposit the cashier order to the designated recipient banks/financial institutions directly, and/or the applicants should deposit the cashier order to the designated recipient banks/financial institutions accordingly.

22. The processing priority and the transferred balance are subject to credit assessment result. The actual settlement date may vary according to the policies and procedures of the recipient banks/financial institutions. Applicants should note the repayment due date of the recipient accounts. In any circumstances, the Bank shall not guarantee that the approval loan is disbursed on or before the relevant repayment due date of the recipient accounts. The Bank shall not be liable for any interests, charges or penalties arising from the amount owed to recipient banks/financial institutions.

23. An application, once approved, cannot be cancelled or amended by the Borrower. The Bank reserves the right to decline any balance transfer or loan drawdown application at its sole discretion.

Applicable to both Overdraft Facility and Instalment Loan

24. Notwithstanding anything contained in the loan advice (including any review date stated therein):

(i) the Bank reserves the overriding right to review the Facility on a regular basis (if applicable, prior to the review date stated in the loan advice), and the Facility shall expire forthwith (if applicable) even if it is prior to the said review date as and when the Bank has given to the Borrower notice of termination; and

(ii) the Bank reserves the overriding right at its sole and absolute discretion to withdraw, increase, reduce, suspend and/or cancel the Facility or any part or parts thereof or to vary or amend these Conditions at any time to be effective forthwith (if applicable), even if it is prior to the said review date by notice to the Borrower.

(iii) the Bank reserves the overriding right at its sole and absolute discretion to require immediate repayment of all amounts outstanding under the Facility, all accrued interest and charges and expenses.

25. A renewal fee shall be payable by the Borrower when the Facility or any part or parts thereof are renewed, extended or otherwise revised by the Bank.

26. 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.

27. Furthermore, the Bank reserves the right to charge the Borrower administrative charges 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(s) 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 the full amount of all legal costs so reasonably incurred by the Bank and the Borrower shall be obliged to pay such costs (on a full indemnity basis) to the Bank upon demand. 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:

(i) the default of the Borrower in payment of any of the monthly instalment or any other fees or charges hereunder;

(ii) any liability of the Borrower to the Bank becomes due and unpaid;

(iii) any attachment, execution or similar process being levied against the Borrower;

(iv) a petition in bankruptcy being filed by or against the Borrower;

(v) a receiver being appointed over all or any substantial part of the assets of the Borrower;

(vi) any information provided or representation made to the Bank by the Borrower for or in relation to this application being reasonably suspected or found to be false, inaccurate or

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Signature of Applicant
Must correspond with the signature of
my/our Designated Account

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Signature of Joint Applicant(if applicable)
Must correspond with the signature of
my/our Designated Account

Date

- misleading in any aspect; and/or
(vii) any breach of these Conditions by the Borrower.
28. The Borrower agrees that the Bank may take such action as it thinks necessary to enforce its right under these Conditions including without limitation the employment of third party debt collection agency(ies) to collect any sum 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 Facility to such person or agency(ies). The Borrower further agrees to indemnify the Bank in full against all reasonable costs and expenses (including legal costs on full indemnity basis) reasonably incurred or which may be reasonably incurred by the Bank in suing for or otherwise recovering any sum due to the Bank.
 29. (i) The Borrower confirms that all the information given in this Application Form 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.
(ii) The Borrower agrees that all personal data relating to the Borrower collected by the Bank and/or its agents (the "related bodies") from time to time (including those data obtained from any credit reference agency) may be used and disclosed for such purposes and to such persons (whether in or outside Hong Kong) as may be in accordance with the policies of the Bank on use and disclosure of personal data set out in statements, circulars, notices or terms and conditions made available by the Bank to its respective customers from time to time and acknowledges that in connection with this application the Borrower has been provided with a copy of the "Data Policy Notice" or such other document(s) issued under whatever name from time to time by the Bank and certain of its related entities relating to their general policies on use, disclosure and transfer of personal data and has read and understood its (their) content. The Borrower further agrees that such data may be (i) used in connection with matching procedures (as defined in the Personal Data (Privacy) Ordinance) or other comparison procedures; (ii) disclosed by way of bank reference or otherwise to any financial institution with which the Borrower has or proposes to have dealings to enable such financial institution to conduct credit check on the Borrower; (iii) disclosed to and used by any bank, financial institution or other company to whom the Bank wish to novate and / or assign all or part of their respective rights and obligations in relation to the transactions contemplated between the parties; and (iv) supplied to a credit reference agency and, in the event of the Borrower's default, to a debt collection agency. The Borrower further authorizes the Bank and/or the related bodies to contact (a) any credit reference agency for the purpose of accessing, collecting and using Borrower's data maintained with such credit reference agency, and (b) any of the Borrower's employers (if applicable), banks, referees or any other sources for the purpose of obtaining or exchanging any information and to compare the information provided by the Borrower with other information collected by the Bank for checking purposes. The Bank is entitled to use the result of such comparison to take any action which may be adverse to the interest of or against the Borrower. The Borrower consents to the Borrower's data being transferred to another jurisdiction outside Hong Kong.
 30. All entries made in books or accounts maintained by the Bank in connection with the Facility; any certificate relating to the Bank's cost of funds, outstanding amount of the Facility, the interest accrued and the charges and expenses owing. In respect of the Facility; 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.
 31. Time shall be of the essence herein but no failure or delay by the Bank in exercising any right, power or remedy under these 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.
 32. Where the Borrower consists of more than one person, the liabilities and obligations of the Borrowers under these terms and conditions are joint and several. Any instructions given by or communication with any one of them shall be deemed to be given by or communicated with all of them.
 33. 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 Facility is personal to the Borrower. The Borrower shall not be entitled to assign or transfer any of its rights and obligations hereunder.
 34. The Borrower agrees that these 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.
 35. If any of the provisions of these 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.
 36. The Borrower agrees and confirms that:
(i) the Facility to be advanced by the Bank to the Borrower shall, upon drawdown of the Facility, automatically become part of the secured liabilities secured by the Mortgage; and
(ii) 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 Facility shall also serve as a security of the Facility.
 37. If this loan application is successfully approved, the borrower shall have 2 months from the date of approval to consider whether to accept the loan offer. The Borrower agrees that the specified period for accepting the loan offer may be varied by the Bank from time to time at its sole and absolute discretion.
 38. The borrower should notify the bank as soon as possible in the event of any difficulty in repaying or servicing the loan over the credit period.
 39. The Borrower warrants, represents and undertakes that no part of any Facility granted by the Bank is intended, or will be used, directly or indirectly, for financing the acquisition (whether already made or proposed) by the Borrower or any person whomsoever of any shares of the Bank or any other companies as designated by the Bank, or for reducing or discharging a liability incurred by the Borrower or any person whomsoever in connection with any such acquisition.
 40. Any notice, demand or other communication to the Borrower shall be sent to the Borrower's last known address or such other address as may have been notified in writing by the Borrower to the Bank and, if (i) delivered personally, shall be deemed to have been given at the time of such delivery, (ii) dispatched by letter postage prepaid, shall be deemed to have been given twenty-four (24) hours after posting, and (iii) transmitted by facsimile or other electronic means, shall be deemed to have been given at the time of despatch, provided that the Bank may give oral notice to the Borrower and if it consists of more than one person, any one of them, whether personally or through the telephone, and any oral 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 Bank. If the Borrower consists of more than one person, any notice, demand or other communication shall be effective on the Bank only if given by each of them and on all of them if given by the Bank to any of them.
 41. Third Party Rights:
(i) Subject to Clause 42(iii), a person who is not a party to any Application Form 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 such Application Form and/or these Conditions.
(ii) Notwithstanding any term of any Application Form and/or these Conditions, the consent of any person who is not a party to such Application Form is not required to rescind or vary such Application Form and/or these Conditions at any time.
(iii) Any director, officer, employee, affiliate or agent of the Bank or any of the Bank's Related Parties may, by virtue of the Third Parties Ordinance, rely on any provision of any Application Form and/or these Conditions which expressly confers rights on that person.
 42. All payments made by the Borrower to the Bank shall only be deemed to be received upon actual receipt of the immediately available cleared funds by the Bank and such payments shall be free and clear of and without any deduction or withholding for or on account of any tax. If a withholding or deduction is required by law or otherwise, the Borrower will pay an increased amount so that the Bank receives a net amount equal to what the Bank would have received had there been no withholding or deduction.
 43. In case of any inconsistency between the Chinese version and the English version of these Conditions, the application forms, pamphlets, leaflets and promotional materials, the Chinese version shall prevail.
 44. These Conditions are governed by and shall be 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 arisen out of or in connection to these Conditions and/or the Facility.
 45. I/We have read and understood and agree to be bound by the contents of this Application Form, including, in particular, all the Terms and Conditions set out in this Application Form.
 46. I/We have read and accepted the contents of "Data Policy Notice" issued by Nanyang Commercial Bank, Limited.

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Signature of Applicant Must correspond with the signature of my/our Designated Account	Signature of Joint Applicant(if applicable) Must correspond with the signature of my/our Designated Account	Date