

"Easi-Personal Loan" Application Form

- 1) In this Application Form, the "Bank" means Nanyang Commercial Bank, Limited. Successful Applicant will be subject to these Conditions of "Easi-Personal Loan" ("these Conditions") attached herein. Terms and expressions as defined herein, unless otherwise specify, shall have the same meanings as used in these Conditions.
- 2) Applicant(s) is/are required to complete this application form. If relevant information is not provided, the Bank (including its successors and assigns) may not be able to process your application. Please refer to the Bank's "Data Policy Notice" and/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.
- 3) *The Correspondence Address stated below will be deemed to be the principle correspondence address for the Bank to contact the Borrower(s). Please immediately update your existing residential/ correspondence address registered with the Bank by submitting to the Bank a duly completed and signed "Contact Information Amendment Form" in case of any change of residential/correspondence address.

LOAN AND REPAYMENT INFORMATION

Loan Type : Instalment Loan (Minimum HK\$10,000) Instalment Loan Balance Transfer (Minimum HK\$10,000)
 Property Owner Loan (Minimum HK\$50,000) Easi-Overdraft Facility (Minimum HK\$30,000)

Purpose of the Facility : Home Decoration Medical Fee Tuition Fee Marriage Card/Loan Payment
 Travel Childbirth Legal Fee Others : _____

(Shall not be used to finance the purchase of property(ies) and /or for any payment of the relevant down payment.)

Loan Amount Requested : HK\$ _____ The repayment tenor shall be : 12 Months 18 Months 24 Months 30 Months 36 Months
 42 Months 48 Months 54 Months 60 Months Others : _____

Remark : The handling charge for Easi-Overdraft Facility shall be 1% per annum of the Easi-Overdraft Facility amount. The handling charge for Instalment Loan is charged at 1% on the Instalment Loan for each year or part thereof.

APPLICANT'S DATA

Applicant must be a Hong Kong permanent resident aged 18 or above

English Name as printed on HK I/D Card		Name in Chinese		HK I/D Card No.	
Nationality		Date of Birth Y/ M/ D		Sex <input type="checkbox"/> M <input type="checkbox"/> F	
Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Divorced/ Separated <input type="checkbox"/> Married		No. of Dependents		Education Level <input type="checkbox"/> Primary or below <input type="checkbox"/> Secondary <input type="checkbox"/> Post-secondary/ Tertiary <input type="checkbox"/> Bachelor Degree <input type="checkbox"/> Master Degree or above	

* Residential Address (In English & Block Letters)

Flat	Floor	Block	House/Building/Estate
No. and Name of Street			District <input type="checkbox"/> HK <input type="checkbox"/> KLN <input type="checkbox"/> NT
Type of Residence <input type="checkbox"/> Private Housing <input type="checkbox"/> Home Owner Scheme (HOS) <input type="checkbox"/> Public Housing <input type="checkbox"/> Quarters <input type="checkbox"/> Others _____		Ownership of Residence <input type="checkbox"/> Self-owned (no mortgage) <input type="checkbox"/> Mortgaged <input type="checkbox"/> Rented <input type="checkbox"/> Owned or Rented by Immediate Family Members <input type="checkbox"/> Provided by Employer <input type="checkbox"/> Others _____	

Current Residence :

Monthly Rent	Monthly Mortgage Payment	Outstanding Loan Balance	
Start Date of Residence (YYYY/MM)	Mobile Phone No.	Home Tel. No.	E-mail Address

* Preferred mailing address

Current Residence Office Other correspondence address
 please specify (in English) : _____

Present Address (In English & Block Letters)

Please fill in if different than the residential. No need to fill in if the same.

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

OCCUPATION

Employer's Name (In English & Block Letters)		Company Business Nature	Current Position	Self-employed <input type="checkbox"/> Yes <input type="checkbox"/> No
Monthly Salary	Do you maintain a payroll account at Nanyang Commercial Bank, Limited? <input type="checkbox"/> Yes <input type="checkbox"/> No	Start Date of Current Employment (YYYY/MM)		Start Date of Current Profession (YYYY/MM)
Office Address (In English & Block Letters)				
Flat	Floor	Block	House/Building/Estate	
No. and Name of Street			District <input type="checkbox"/> HK <input type="checkbox"/> KLN <input type="checkbox"/> NT	
Office Tel. No.	Previous Employer's Name	Previous Position	Start Date of Previous Employment (YYYY/MM)	

CREDIT REFERENCE

I declare there is <input type="checkbox"/> No application <input type="checkbox"/> Application being in process <input type="checkbox"/> Application being approved on any mortgage loan provided by Nanyang Commercial Bank, Limited		Please provide your credit reference in and outside Hong Kong (including all loan applications in processing) at other bank(s) and financial institution(s).		
Branch	Expected Drawdown Date Y/ M/ D	Overdraft / Revolving Credit Total Outstanding Loan Balance (HK\$)	Instalment Loan Total Outstanding Balance and Monthly Repayment (HK\$)	
Involvement in any legal proceedings in the past? <input type="checkbox"/> No <input type="checkbox"/> Yes (please specify)		Unsecured Loan		
		Secured Loan		

JOINT APPLICANT'S DATA

Joint applicant must be a Hong Kong permanent resident aged 18 or above

English Name as printed on HK I/D Card		Name in Chinese	Relationship	
HK I/D Card No.	Nationality	Date of Birth Y/ M/ D	Sex <input type="checkbox"/> M <input type="checkbox"/> F	
Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced/ Separated	Education Level <input type="checkbox"/> Primary or below <input type="checkbox"/> Secondary <input type="checkbox"/> Post-secondary/ Tertiary <input type="checkbox"/> Bachelor Degree <input type="checkbox"/> Master Degree or above			
* Residential Address (In English & Block Letters)				
Flat	Floor	Block	House/Building/Estate	
No. and Name of Street			District <input type="checkbox"/> HK <input type="checkbox"/> KLN <input type="checkbox"/> NT	
Type of Residence <input type="checkbox"/> Private Housing <input type="checkbox"/> Home Owner Scheme (HOS) <input type="checkbox"/> Public Housing <input type="checkbox"/> Quarters <input type="checkbox"/> Others		Ownership of Residence <input type="checkbox"/> Self-owned (no mortgage) <input type="checkbox"/> Mortgaged <input type="checkbox"/> Rented <input type="checkbox"/> Owned or Rented by Immediate Family Members <input type="checkbox"/> Provided by Employer <input type="checkbox"/> Others		
Current Residence : Monthly Rent _____ Monthly Mortgage Payment _____ Outstanding Loan Balance _____				
Present Address (In English & Block Letters) Please fill in if different than the residential. No need to fill in if the same.		Start Date of Residence (YYYY/MM)	Mobile Phone No.	Home Tel. No.
		E-mail Address		
Employer's Name (In English & Block Letters)		Company Business Nature	Current Position	Self-employed <input type="checkbox"/> Yes <input type="checkbox"/> No
Monthly Salary	Does joint applicant maintain a payroll account at Nanyang Commercial Bank, Limited? <input type="checkbox"/> Yes <input type="checkbox"/> No	Start Date of Current Employment (YYYY/MM)		Start Date of Current Profession (YYYY/MM)
Office Address (In English & Block Letters)				
Flat	Floor	Block	House/Building/Estate	
No. and Name of Street			District <input type="checkbox"/> HK <input type="checkbox"/> KLN <input type="checkbox"/> NT	
Office Tel. No.	Previous Employer's Name	Previous Position	Start Date of Previous Employment (YYYY/MM)	

(s.v.) _____ (s.v.) _____ Date _____

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**

JOINT APPLICANT'S CREDIT REFERENCE

I declare there is <input type="checkbox"/> No application <input type="checkbox"/> Application being in process <input type="checkbox"/> Application being approved on any mortgage loan provided by Nanyang Commercial Bank, Limited		Please provide your credit reference in and outside Hong Kong (including all loan applications in processing) at other bank(s) and financial institution(s).	
Branch	Expected Drawdown Date Y/ M/ D	Overdraft / Revolving Credit Total Outstanding Loan Balance (HK\$)	Instalment Loan Total Outstanding Balance and Monthly Repayment (HK\$)
Involvement in any legal proceedings in the past? <input type="checkbox"/> No <input type="checkbox"/> Yes (please specify) _____		Unsecured Loan	
		Secured Loan	

RELATIONSHIP WITH THE RELEVANT PERSON(S) OF THE BANK

Applicable to Borrower(s) / Mortgagor(s) and Guarantor(s)

(i) Are you one of the following persons?

- A subsidiary, fellow subsidiary⁺ of Nanyang Commercial Bank, Limited ("NCB"), or other entities over which NCB is able to exert control[@]; or
- A director / supervisor / chief executive / senior management / chairman of committee / head of department / head of branch / officer approving loan applications / controller* / minority shareholder controller[#] of NCB or of a subsidiary or fellow subsidiary⁺ of NCB, or of other entities over which NCB is able to exert control[@]; or
- A relative[^] of any of the persons listed in (b) above; or
- Firm, partnership or non-listed company controlled[@] by any of the persons (in case of natural persons) listed in (b) and (c) above; or
- Firm, partnership or non-listed company in which NCB or any of its controllers*, minority shareholder controllers[#] or directors or relatives of such controllers*, minority shareholder controllers[#] or directors is interested as director, partner, manager or agent

 (ii) Is the Guarantor a controller*, minority shareholder controllers[#] or director of NCB or a relative[^] of such a controller*, minority shareholder controllers[#] or director?

 No, I/we confirm that, at present, there is no such relationship. I/We agree to notify NCB promptly in writing if any such relationship arises.

 If you have given an affirmative answer to any of the above questions, please provide details as below.

Relationship	Please tick (✓) in the appropriate box(es) and fill out the below details. You may tick (✓) more than one box.					
	(i) a <input type="checkbox"/>	(i) b <input type="checkbox"/>	(i) c <input type="checkbox"/>	(i) d <input type="checkbox"/>	(i) e <input type="checkbox"/>	(ii) <input type="checkbox"/>
Name of the above relevant persons	Company	Department	Position	Name of the Borrower(s) / Mortgagor(s) / Guarantor(s) / Relative Party(ies)	Relationship with the Borrower(s) / Mortgagor(s) / Guarantor(s) set out on the left	

I/We confirm that I/we have obtained consent from the individuals listed above for the provision of their information to NCB and its subsidiaries for the purpose of enabling NCB and its subsidiaries to comply with the Banking (Exposure Limits) Rules.

* Controller, in relation to a company, means, in respect of all the provisions of the Banking Ordinance, any person who is an indirect controller or a majority shareholder controller as defined in section 2(1) of the Banking Ordinance.

- An indirect controller, in relation to a company, means any person in accordance with whose directions or instructions the directors of the company or of another company of which it is a subsidiary are accustomed to act, but does not include a Manager or Advisor, or any person in accordance with whose directions or instructions those directors are accustomed to act by reason only that on advice given by him in his professional capacity.
- A majority shareholder controller, in relation to a company, means any person who, either alone or with any associate or associates, is entitled to exercise, or control the exercise of, more than 50% of the voting power at any general meeting of the company or of another company of which it is a subsidiary.

A minority shareholder controller, in relation to a company, means any person who, either alone or with any associate or associates, is entitled to exercise, or control the exercise of, 10% or more, but not more than 50%, of the voting power at any general meeting of the company or of another company of which it is a subsidiary.

+ Fellow subsidiary means any entity in which a controller of NCB is able to exert control. The term "control" should be subject to the interpretation as set out below.

^ Relative means a) a parent, grandparent or great grandparent; b) a step-parent or adoptive parent; c) a brother or sister; d) the spouse, or his/her parent, step-parent or adoptive parent, brother or sister; e) if the individual is a party to a union of concubinage, the other party of the union; f) a cohabitee; g) a son, step-son or adopted son, daughter, step-daughter or adopted daughter; or h) a grandson, granddaughter, great grandson or great granddaughter.

@ A firm, partnership or non-listed company (controlled entity) is treated as being controlled by a person if –

- the person owns more than 50% of the voting rights in controlled entity;
- the person has control of a majority of the voting rights in the controlled entity under an agreement with other shareholders (or similar holders of voting rights);
- the person has the right to appoint or remove a majority of the members of the controlled entity's board of directors (or similar governing body);
- a majority of the members of the controlled entity's board of directors (or a similar governing body) have been appointed solely as a result of the person exercising his or her voting rights; or
- the person has the power, under a contract or otherwise, to exercise a controlling influence over the management or policies of the controlled entity.

(s.v.) _____	(s.v.) _____	_____
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

DIRECT DEBIT AUTHORIZATION

I/We, the undersigned, hereby irrevocably authorize Nanyang Commercial Bank, Limited to debit my/our Designated Account as stated below in respect of the repayment of principal and interest and other charges relating to the "Easi-Overdraft Facility"/ "Instalment Loan" applied by the Applicant.

I/We understand that I/we must maintain a Current/Savings Account with Nanyang Commercial Bank, Limited and I/we agree to be bound by the Conditions for Services governing that account.

I/We hereby undertake to repay in full the debit balance outstanding in my/our aforesaid Current Account together with interest thereon at Nanyang Commercial Bank, Limited's prevailing rate in the event that any such debit may result in an overdraft or an increase of the overdraft on my/our aforesaid Current Account.

I/We agree that should there be insufficient fund for the debit as hereby authorized, Nanyang Commercial Bank, Limited 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 Nanyang Commercial Bank, Limited is entitled to charge default interest on the amount overdue.

I/We hereby agree to be bound by the above provisions regardless of whether I/we may or may not be the Applicant(s) of the Loan.

Designated
Account Number

Name of Account Holder(s) (English)

Remark: For Easi-Overdraft Facility application, Designated Account must be a Current Account maintained by the Applicant(s) with Nanyang Commercial Bank, Limited.

Signature of Account Holder(s)

I/We hereby confirm that the above signature corresponds with the specimen signature of my/our Designated Account.

OTHER INSTRUCTIONS

For Instalment Loan and/or Instalment Loan Balance Transfer Applicant only:

I/We authorize Nanyang Commercial Bank, Limited to credit the approved loan amount to the above Designated Account, after deduction of the annual handling charge.

For Easi-Overdraft Facility Applicant only:

I/We authorize Nanyang Commercial Bank, Limited to apply the credit limit of Easi-Overdraft Facility to the above Designated Account and debit the annual handling charge from the Designated Account.

DECLARATION OF APPLICANT(S)

I/We declare that my/our information is true and complete and hereby authorize Nanyang Commercial Bank, Limited ("the Bank") to contact my/our 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/our application is approved, for the operation of my/our account.

I/We further authorize the Bank to disclose any information regarding me/us and/or this application and/or my/our account with the Bank confidentially to (i) the Bank's employees, agents and contractors for the purpose of processing and verifying this application; and (ii) any third parties employed by the Bank 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/We agree and understand that the data held by the Bank relating to me/us may be transferred to other places (including another jurisdiction outside Hong Kong) at any time and from time to time where the Bank deems necessary.

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

I/We understand that the Bank does not accept any unsecured loan application referred by any intermediary or third party. I/We hereby confirm that my/our loan application is not a referral by any intermediary or third party.

I/We declare that I/We am/are currently employed and/or have income and understand that the Bank reserves absolute discretion to require me/us to provide the related documentary proof of identity and income.

I/We declare that I/we am/are currently not involved in any litigation or legal proceedings and I/we was/were not involved in any litigation or legal proceedings in the past.

For the avoidance of doubt, I/We hereby confirm and agree that I/We shall be liable to repay the principal and interest and other charges relating to the loan regardless of whether I/We may or may not be the account holder of the Designated Account.

I/We understand and agree that the Bank will not send me/us monthly statement of account upon the approval and acceptance by me/us of this loan application. As a substitute, the Bank will issue a loan advice listing out the repayment and outstanding loan details. A loan repayment record will be provided by the Bank only upon my/our personal request (Applicable for Instalment Loan only).

I/We confirm that this loan or any part thereof is not intended to be used for acquiring/investing in properties and/or refinancing of any existing mortgage.

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

(s.v.)

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

(s.v.)

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

(s.v.)

Date

I/We acknowledge that the approval of this application is subject to the final decision of the Bank and/or the related bodies. I/We understand the Bank's staff application and approval of the Facility are subject to Part 5 of Banking (Exposure Limits) Rules, and the loan amount is determined by the final decision of the Bank.

I/We understand that remuneration of the Bank's sales staff may consist of fixed and variable components. The award of variable remuneration correlates in part with the staffs performance in financial and non-financial factors.

I/We understand that the Bank will consider the credit report from TransUnion Limited and authorize the Bank to check my/our credit information for the collection of such information for one or more than one time where the Bank deems necessary. I/We may ask for such information from TransUnion Limited directly.

I/We 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/we may incur civil and/or criminal liability and the Bank may not be able to process my/our application. I/We have read the content of this Declaration and agree to the above (in particular, the consent given in Conditions 30(ii)).

I/We acknowledge that I/We have received, read and understood the contents of the attached Conditions of "Easi-Personal Loan", and/or Terms and Conditions of the promotional offers (if applicable), 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 (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/We **do not wish** the Bank to use my/our personal data in direct marketing via the following channel(s) (please use "✓" to select the channel(s)):

Electronic Channels Mail Personal Call

If you return this Form without ticking any of the above boxes, it means that you do not wish to opt-out from any form of the Bank's direct marketing.

To improve and provide more comprehensive services to our customers, the Bank may provide your personal data to other members of the Group* and 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** the Bank to provide your personal data to the above persons for the above purposes.

***The "Group" means the Bank and its holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated, together with China Cinda (HK) Holdings Company Limited and China Cinda Asset Management Co., Ltd.. Affiliates include the Bank's holding companies and China Cinda (HK) Holdings Company Limited and their respective branches, subsidiaries, representative offices and affiliates that are located in Hong Kong.**

The above represents your present choice regarding whether or not to receive direct marketing materials, and the Bank'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 the Bank prior to this application. Please note that your above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Bank's Data Policy Notice. **^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 in direct marketing.**

(s.v.)	(s.v.)	Date
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	

NOTICE

1. Minimum requirements for applying Easi-Overdraft Facility/Instalment Loan:

a. Applicant must be a Hong Kong permanent resident aged 18 or above; b. Monthly income not less than HKD10,000.

2. Documents supplied, including this application form are not returnable.

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

- Your Hong Kong Identity Card
- Latest Salaries Tax Assessment and Demand Note and/or Latest Personal Assessment Demand Note for Tax and /or salary statement
- Latest 3 months' bank statements or bank passbook (Including the front page of the bank passbook with your name and account number printed thereon)
- Latest residential proof e.g. electricity bill, telephone bill or Demand for Rates and/or Government Rent

The Bank reserves the right to request the applicant(s) to provide other documents for application approval and the original documents for verification.

Please return this application form and related documents to any of our branches or mail to 151 Des Voeux Road Central, Hong Kong.

銀行專用

分行/單位：	日期：	貸款賬戶：	確認錄音人姓名
授信書編號：	批核貸款額 (HKD)：		
利率： %	還款期：	個月	確認錄音人簽署
確認貸款文件完備及按規定已於 _____ 年 _____ 月 _____ 日 _____ 時 _____ 分 (錄音電話號碼： _____) 完成錄音/無須進行錄音* (*刪去不適用者)			

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 Borrower agrees that a commitment fee will be charged on the daily unused amount of the Overdraft Facility limit at the rate of 0.5% per annum or at such other rate(s) as the Bank may from time to time charge for every day on which the amount overdrawn on the Overdraft Facility is less than 40% or such other percentage(s) as the Bank may from time to time determine of the Overdraft Facility limit. All accrued commitment fee shall be paid at the end of each calendar month and will be debited to the overdraft account.
- 7. 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.
- 8. 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.
- 9. The Bank reserves the right to compound default interest at such intervals as it deems fit.

Applicable to Instalment Loan

- 10. The Handling Charge for the whole term of the Instalment Loan is payable immediately upon the approval of the Instalment Loan.
- 11. 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.
- 12. 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.

(s.v.)	(s.v.)
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

13. 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 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.

14. 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.

15. 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

- 16. 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.
- 17. 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)
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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

- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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;

(s.v.) _____	(s.v.) _____
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

- (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 misleading in any aspect; and/or
- (vii) any breach of these Conditions by the Borrower.
29. 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.
30. (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.
31. 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.
32. 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.
33. 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.
34. 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.
35. 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.
36. 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.
37. 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.
38. 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.
39. If the Borrower shall experience any difficulty in repaying or servicing the Facility, the Borrower shall inform the Bank as soon as possible.
40. 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.
41. 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.
42. 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.
43. 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.
44. 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.
45. 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.
46. 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.
47. I/We have read and accepted the contents of "Data Policy Notice" issued by Nanyang Commercial Bank, Limited.

(s.v.)	(s.v.)
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