

Fubon Bank (Hong Kong) Limited ("the Bank") Notice of Amendments to Fixed Term Personal Loan Service Fee Item and Fixed Term Personal Loan Terms And Conditions / Revolving Loan Facility Terms And Conditions

With effect from 8 July, 2015 ("Effective Date"), Fixed Term Personal Loan Service Fee Item (the "List of Service Charges") and Fixed Term Personal Loan Terms And Conditions / Revolving Loan Facility Terms And Conditions (the "Terms and Conditions") will be revised as follows. Customer can call our 24-hour Customer Service Hotline at 2566 8181 or visit our website at www.fubonbank.com.hk to obtain our new sets of the List of Service Charges and the Terms and Conditions.

Fixed Term Personal Loan Service Fee Item

Before Amendment

Late Charge – Failure to pay the Monthly Instalment Amount on or before the Monthly Instalment Due Date: 2.5% per month (30-day per month basis) on overdue monthly instalment amount, and is calculated on a daily basis from the date of default to date of fully repayment of overdue monthly instalment.

After Amendment

Annualized Default Interest Rate – In the event of the failure to settle the monthly instalment amount on or before the due date, default interest will be imposed. Default interest is calculated according to the following formula: overdue instalment amount x annualized default interest rate of 30% (calculated on a 360-day per year basis) and in simple interest on a daily basis from the date of default to the date of full repayment of the overdue instalment amount.

Despite the above changes, please be reminded that the actual amount charged by the Bank stays intact.

Fixed Term Personal Loan Terms And Conditions

Before Amendment

6. Termination
- 6.1 The Bank may at any time forthwith terminate the Loan upon giving you reasonable prior notice or without prior notice if you fail to comply with any provisions of these Terms and Conditions or in breach of any applicable laws or regulations. Upon such termination, you shall repay immediately on demand to the Bank all the outstanding (including principal and interest) under the Loan together with all applicable fees, charges and other sums payable by you hereunder.

After Amendment

6. Termination
- 6.1 The Bank may at any time forthwith terminate the Loan upon giving you at least 30 days' prior notice (or upon your request a longer period of notice where it is practicable to do so) or without prior notice if you fail to comply with any provisions of these Terms and Conditions or in breach of any applicable laws or regulations.

Upon such termination, you shall repay immediately on demand to the Bank all the outstanding (including principal and interest) under the Loan together with all applicable fees, charges and other sums payable by you hereunder.

Revolving Loan Facility Terms And Conditions

Before Amendment

10. Breach and Termination
- 10.1 The Facility can be terminated by the Bank at any time at its sole discretion by giving reasonable prior notice to the Borrower whereupon the total amount outstanding under the Account (including accrued interest and all Charges due) shall become immediately due and payable by the Borrower to the Bank.

After Amendment

10. Breach and Termination
- 10.1 The Facility can be terminated by the Bank at any time at its sole discretion by giving at least 30 days' prior notice (or upon the borrower's request a longer period of notice where it is practicable to do so) to the Borrower whereupon the total amount outstanding under the Account (including accrued interest and all Charges due) shall become immediately due and payable by the Borrower to the Bank.

The above is intended only to be a summary of key amendments to the Terms and Conditions. You are advised to read our new sets of the Terms and Conditions for details.

Please note that the above amendments shall be binding on customer if customer continues to use or retain the fixed term loan or revolving loan facility on or after the Effective Date. The Bank shall not be able to continue providing fixed term loan or revolving loan facility to customer if customer does not accept the above amendments and in such case, customer must refer to "Termination" / "Breach and Termination" in the "Fixed Term Personal Loan Terms And Conditions" / "Revolving Loan Facility Terms And Conditions" and notify the Bank before the Effective Date.

For any enquiries, please call our 24-hour Customer Service Hotline at 2566 8181.

June 2015

Fubon Bank (Hong Kong) Limited

Remark: Should there be any inconsistency between the English and Chinese versions, the English version shall prevail.

FUBON BANK
FIXED TERM PERSONAL LOAN TERMS AND CONDITIONS

Fubon Bank (Hong Kong) Limited (the "Bank") shall upon your successful application extend to you as borrower a personal loan identified as "Tax Loan" or any other loan/facility of such nature and for such purpose as the Bank may specify from time to time (the "Loan" and which shall mean for the purposes herein the outstanding due thereon from time to time) subject to and upon the Loan application form (the "Application"), the Bank's loan confirmation letter (the "Confirmation Letter") and these Terms and Conditions, constituting the entire agreement, by which you, by drawing the Loan thereafter, shall be deemed to have accepted and agreed to be bound.

1. Monthly Repayment and Monthly Statement

1.1 The Bank is hereby irrevocably authorized to debit your designated repayment bank account (the "Repayment Account") as specified in the Application with each monthly instalment amount (the "Instalment Amount") and all other payable sums as required hereunder through autopay services commencing on such monthly instalment due dates or monthly payment due dates (as the case may be) (the "Due Date") as specified in the Confirmation Letter. If a monthly statement is sent by the Bank to you, the Due Date, which is determined by the Bank as from time to time at its sole discretion, will be printed on the statement. If a monthly statement is not sent, for those customers who maintain a loan settlement account with the Bank and have the Due Date falling on Sunday or a Hong Kong public holiday, the following business day will become the Due Date whereas for those customers who maintain a loan settlement account with another bank and have the Due Date falling on Saturday, Sunday or a Hong Kong public holiday, the following business day will become the Due Date. No further receipt will be issued after the debit transfer has been effected.

1.2 The Bank may provide you with a statement on a monthly basis or at other intervals which the Bank may at its absolute discretion determine from time to time (as the case may be). The statement details the Instalment Amount which is payable by you to the Bank and all applicable fees, charges and other sums payable by you hereunder on or before the Due Date. The statement also lists out the debit transfer arrangement under Clause 1.1 and the other transaction details.

1.3 If the debit transfer arrangement under Clause 1.1 fails to be set up or the transfer fails to be effected for insufficiency of funds in the Repayment Account or for other reasons, you shall arrange to settle the Instalment Amount by way of cash or cheque at any branch of the Bank or via other payment methods on or before the Due Date.

2. Repayment Account Fund Insufficiency

You represent and warrant that you shall always maintain sufficient funds in the Repayment Account for payment of Instalment Amount on or before each Due Date. Should there be insufficient funds in the Repayment Account for the debit transfer on a Due Date, the Bank shall be entitled, at its sole discretion, not to effect such transfer in which event the Bank may levy upon you a rejected autopay charge set out in the Confirmation Letter and the Bank's List of Service Charges issued from time to time (as the case may be) or other related service charges.

3. Interest Rate, Fees and Charges

3.1 Subject to Clause 3.2, the interest rate and rates of all other fees and charges on and in respect of the Loan shall be specified in the Confirmation Letter and the Bank's List of Service Charges issued from time to time (as the case may be). In the event of your failure to make any Instalment Amount on the Due Date or any other sums as required hereunder, a Finance Charge, Late Payment Fee, and any other related fees and charges whichever is applicable as specified in the Confirmation Letter and the Bank's List of Service Charges issued from time to time (as the case may be) will be imposed.

3.2 Without limiting the generality of any other terms and conditions herein and subject to Clause 12, interest, fees, charges and other sums payable by you hereunder or otherwise in respect of the Loan shall be determined, and may be varied from time to time, by the Bank at its sole discretion.

4. Early Repayment

4.1 Early repayment of the Loan is permissible upon ten (10) business days'

prior written notice thereof having been received by the Bank provided that you shall pay the Bank (a) all the outstanding due under the Loan (including principal and interest, and in respect of the accrued interest this shall be calculated for the period up to the next Due Date or before); and (b) an Early Repayment Charge or other related fees and charges whichever is applicable as specified in the Confirmation Letter and the Bank's List of Service Charges issued from time to time (as the case may be). Any early repayment, subject to the foregoing, shall only be effected normally on or before the next Due Date after the receipt of the said notice by the Bank.

4.2 No partial repayment of the Loan is allowed without the Bank's prior written consent and subject to such conditions as the Bank may in its sole discretion determine.

5. Payment of Loan Proceeds

5.1 The proceeds of the Loan may be credited to your designated bank account or be paid by way of Cashier's Order(s) made payable to the merchant(s) or institution(s) (including The Government of the HKSAR) whose corporate name and payment details are set out in the Application. You undertake to inform the Bank immediately of any change in such details, failing which the Bank shall have no liability whatsoever if it proceeds with the payment.

5.2 The Bank shall not in any way be responsible for or be held liable in respect of any matter arising from or otherwise in connection with the purchase (and usage) of any product or service by you using the Loan. The Bank also gives no warranty or makes no representation as to the quality and merchantability of the products or services so purchased and used. The foregoing shall be the full responsibility of the relevant merchant(s) or institution(s) and all enquiries or complaints shall be directed to the relevant merchant(s) or institution(s).

6. Termination

6.1 The Bank may at any time forthwith terminate the Loan upon giving you at least 30 days' prior notice (or upon your request a longer period of notice where it is practicable to do so) or without prior notice if you fail to comply with any provisions of these Terms and Conditions or in breach of any applicable laws or regulations. Upon such termination, you shall repay immediately on demand to the Bank all the outstanding (including principal and interest) under the Loan together with all applicable fees, charges and other sums payable by you hereunder.

6.2 You are not entitled to terminate the Loan or the debit transfer arrangement as specified in the Clause 1.1 without the Bank's prior written consent, otherwise it shall be treated as a request of an early repayment under Clause 4 and Clause 4 shall apply accordingly.

7. Joint and Several Liabilities

Where the Loan application is made in joint names, these Terms and Conditions shall apply, mutatis mutandis, to each of you jointly and severally and your liabilities and obligations to the Bank hereunder in respect of the Loan shall be joint and several. A notification to any of you shall be considered as notification to you jointly.

8. Set Off

The Bank may at any time, without prior notice, combine or consolidate any outstanding principal and/or interest on the Loan with any other accounts (including fixed deposit accounts) whether in Hong Kong dollar, foreign currency or otherwise, which you maintain with the Bank and may set-off or transfer any money standing to the credit of your such other accounts in or towards satisfaction of your liability to the Bank in respect of the Loan.

9. Personal Data and Consumer Credit Data

9.1 You agree to be bound by the Bank's Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and Consumer Credit Data prevailing from time to time.

9.2 When the Bank considers the application for the Loan from you, the Bank may access and consider a credit report on you from a CRA in its credit decision process.

9.3 Where the Bank has provided the Loan which is subject to review from time to time in relation to an increase in the Loan amount, the curtailing of Loan amount (including the cancellation of Loan amount or a decrease in the Loan amount) or the putting in place or implementation of a scheme of arrangement, then in order for the Bank to conduct such reviews during the subsistence of the Loan account the Bank will access and make use of a credit report from a CRA.

10. Enforcement

10.1 The Bank shall be entitled to employ outside debt collecting agencies, solicitor firms and/or any other institutions to collect any charges, fees and all outstanding sums due or payable hereunder or when you fail to comply with any provisions of these Terms and Conditions. The Bank may and is hereby irrevocably authorised by you to disclose to such debt collection agency or solicitor firms (collectively "DCA") and/or institutions any or all information (including Personal Data) available in relation to you and the Loan. You shall indemnify the Bank for all reasonable costs and expenses reasonably incurred by the Bank of and incidental in employing such DCA and/or institutions.

10.2 If the Bank shall have incurred any legal fees or other expenses for the purpose of demanding, collecting and/or suing to recover any sum payable hereunder from you and/or for other remedies resulting from the breach or non compliance of any of these Terms and Conditions, you shall fully reimburse the Bank for all such legal fees (on a solicitor and own client indemnity basis) and other expenses incurred in that connection without any deduction whatsoever.

10.3 The Bank shall upon your written request provide you at the prevailing charges with a detailed breakdown of the amount of the costs, fees, expenses and disbursements specified in Clauses 10.1 and 10.2 upon your written request.

11. Representations and Warranties

11.1 You represent and warrant that:-

- you have never been and will not be 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
- you have and will have no intention to petition for your own bankruptcy or for any similar order, or proposes to enter into with your creditors any individual voluntary arrangement or similar arrangement, in Hong Kong or elsewhere.

11.2 If any of the representation and warranty above or any information provided by you in respect of the Loan from time to time is or will become untrue or you have any difficulty in repaying the Instalment Loan or any other sums that you are payable under these Terms and Conditions, you undertake to inform the Bank immediately upon its occurrence.

12. Amendment

12.1 The Bank reserves the right at all times to amend or vary these Terms and Conditions, the Confirmation Letter, the Bank's List of Service Charges issued from time to time (as the case may be) and applicable fees and charges. If such amendment or variation affect any of the Charges and the obligations or liabilities of you, then such amendment or variation will become effective thirty (30) days after notification to you by such reasonable means the Bank deems fit. In the event that the amendment or variation affects any of the Charges and the obligations or liabilities of you and the changes is beyond the reasonable control of the Bank, less than thirty (30) days notice may be given.

12.2 You upon receipt of such notification have a right to refuse to accept the amendments or variations. In such event, either you or the Bank may cancel the Loan and terminate the Loan account subject to and without prejudice to each party's rights and obligations accrued and incurred prior to cancellation or termination.

13. Entire Agreement

The Application, the Confirmation Letter, the Bank's List of Service Charges issued from time to time (as the case may be), these Terms and Conditions and other Bank agreements or documents you may from time to time execute in respect of the Loan shall together constitute a binding contract.

14. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

If there is any inconsistency or conflict between the English version and Chinese version, the English version shall prevail.

FUBON BANK REVOLVING LOAN FACILITY TERMS AND CONDITIONS

The Bank will upon your successful application extend the Facility to you as the Borrower and give you an ATM Facility Card on the following terms and conditions. By submitting an application for the Facility you will be deemed to have accepted these terms and conditions and agreed to be bound by them.

1. Definitions

In these terms and conditions, unless the context otherwise requires, the following expressions shall have the following meanings:-

"Account" means the account opened and maintained by the Bank in the name of the Borrower for the purpose of the Facility.

"Advance" means an amount drawn by the Borrower from time to time under the Facility.

"ATM" means an automated teller machine.

"ATM Facility Card" means an automated teller machine card which is issued by the Bank for the sole purpose to enable the Borrower to utilise the Facility.

"Bank" means Fubon Bank (Hong Kong) Limited.

"Borrower" means any individual who has been granted the Facility.

"Business Day" means a day on which banks are open for business in Hong Kong.

"Charges" means those charges and fees referred to in Clause 6 and individually listed in the List of Service Charges and/or the Confirmation Letter.

"Code" means the Code of Practice on Consumer Credit Data issued by the Privacy Commissioner under the Ordinance.

"Commencement Date" means the date referred to in Clause 4.

"Confirmation Letter" means a letter issued by the Bank to the Borrower confirming the Bank's acceptance of the Borrower's application for the Facility and setting out certain terms and conditions of the Facility.

"Facility" means a revolving personal loan facility identified as either Privileged Cash Card, YesCash Card, Fin.Easy Revolving Personal Loan, CreditPlus Facility, CashPlus Facility or such other product name which the Bank may use from time to time.

"Facility Limit" means the amount referred to in Clause 3.

"JETCO ATM" means an automated teller machine located in Hong Kong and elsewhere which is part of the linked JETCO ATM network.

"List of Service Charges" means in relation to the Facility and Account the Bank's list of service charges (which is available or given to the Borrower and forms an integral part of this Agreement) applicable from time to time subject to revision by the Bank at its absolute discretion.

"Minimum Payment" means the minimum amount stated on the Statement to be paid monthly by a borrower on or before each Payment Due Date.

"Ordinance" means the Personal Data (Privacy) Ordinance.

"Payment Due Date" means the date printed on the Statement as from time to time determined by the Bank at its sole discretion.

"PIN" means in relation to the Borrower, the personal identification number given by the Bank and which is specific to the ATM Facility Card to enable the Borrower to utilise the Facility.

"Statement" means a monthly statement sent by the Bank to the Borrower setting out the amount outstanding on the Account and other financial liabilities owed on the date thereof by the Borrower to the Bank in respect of the Facility together with such other information or advice as the Bank considers appropriate and shall include details of the required Minimum Payment and the Payment Due Date thereof.

2. Interpretation

2.1 Unless the context requires otherwise, words denoting one gender shall include all other genders and words denoting the singular shall include the plural and vice versa.

2.2 These terms and conditions have been translated into a Chinese version and if there is any inconsistency or conflict then the English version shall prevail.

2.3 Clause headings herein are for convenience only and shall be ignored in construing these terms and conditions.

3. Facility Limit

The Facility Limit is the maximum aggregate amount of Advance to be drawn under the Facility (which shall include outstanding amount and all charges). The Facility Limit shall be an amount determined by the Bank at its sole discretion and notified to the Borrower at the time when the Bank posts or delivers the ATM Facility Card and/or Confirmation Letter to the Borrower. The Bank can adjust the Facility Limit by giving the Borrower a prior reasonable notice in writing from time to time.

4. Availability

The Facility shall be available to the Borrower commencing on the date the Bank extend the Facility to the Borrower or posting or delivering the ATM Facility Card to the Borrower (whichever is the earlier).

5. Drawings

Subject to the Facility Limit and the Commencement Date, the Bank shall grant a loan to the Borrower in one lump sum or the Borrower may utilise the Facility and draw Advances from time to time by using the ATM Facility Card with the Borrower's identification document (HKID or passport) as verification at any of the Bank's branches (in respect of an over the counter drawing) or with the PIN at any of the Bank's ATM or at any JETCO ATM (in respect of an ATM drawing).

6. Charges

6.1 Finance Charge

A finance charge will be charged on each Advance on the daily amount outstanding and calculated and accrued on a daily basis from the date each Advance is drawn at the Bank's monthly prevailing rate as stipulated in the List of Service Charges and/or the Confirmation Letter from the Commencement Date, which shall be debited to the Account.

6.2 Late Charge

A late charge at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account if the Minimum Payment is not paid on or before the Payment Due Date.

6.3 Overdue Fee

An overdue fee at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account in the event that the Minimum Payment is not paid on or before the Payment Due Dates for two (2) or more consecutive months each time.

6.4 Cash Advance Fee

A cash advance fee at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account for every cash advance transaction made at a Bank branch, Bank's ATM or a JETCO ATM.

6.5 Replacement Card Charge

A replacement card charge at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter for replacement of each ATM Facility Card shall be imposed and debited to the Account.

6.6 Annual Fee on Renewal

The Facility shall be automatically renewed on the expiry of a 12-month period (from the Commencement Date) and an annual fee at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account on the anniversary of the account open date.

6.7 Rejected Autopay Transaction Charge

A rejected autopay transaction charge at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account for each direct debit or autopay instruction (against an account other than the Account) which is returned unpaid.

6.8 Bounced Cheque Charge

A bounced cheque charge at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account for each cheque payment to the Account which is not honoured.

6.9 Copy Charge

A copy charge at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account for each copy of a Account record, Monthly Account Statement, Cash Advance Slip, Direct Debit Authorisation Form or otherwise requested by the Borrower.

6.10 Credit Balance Refund Charge

A credit balance refund charge at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account for any withdrawal of the available credit balance from a Account in form of a cashier's order; and, where necessary, an applicable postage charge will also be imposed and both such charges will be debited by the Bank against the credit balance of the Account prior to issuance of a cashier's order.

6.11 Overlimit Handling Charge

An overlimit handling charge at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account on a monthly basis whenever there is a record within each monthly Statement cycle that the amount outstanding under Account exceeds the Facility Limit.

6.12 Over-the-Counter Payment Fee at Branch

An Over-the-Counter Payment Fee at Branch at the rate stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account for each payment made over the counter of the Bank's branches.

6.13 Service Charge

A service charge at the rate where applicable shall be imposed and debited to the Account pursuant to Clause 16 for any miscellaneous matters in relation to the Account or the Facility as determined by the Bank from time to time at its sole discretion.

6.14 Amendment of Charges

All Charges may be revised by as to the rate or amount the Bank from time to time at its absolute discretion and notifies to the Borrower from time to time in the manner pursuant to Clause 16.

7. Minimum Payment

Without prejudice to the Bank's right at any time to demand immediate payment in full of the total amount outstanding on the Account, the Borrower is liable and required to pay at least a Minimum Payment each month on or before each Payment Due Date as specified in the Statement. The Minimum Payment shall be calculated at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter plus any amount exceeding the Facility Limit and the Minimum Payment from the previous months or month which remain(s) unpaid (if applicable).

8. Method of Payment

All payments to be made by the Borrower under the Statement issued in respect of the Account shall be made by the Borrower at or to any branch of the Bank by cheque payable to Fubon Bank (Hong Kong) Limited (which can be by post) or cash, by Payment by Phone Service (PPS), by ATM transfer from a Borrower's other account held with the Bank or by auto bank payment.

9. Receipt of Statement

The Borrower shall upon receipt thereof, read and check the Statement carefully and notify the Bank within sixty (60) days from the date of the Statement if the Borrower considers any details contained therein are inaccurate or any transaction particularised therein is unauthorised. If the Bank does not receive any such notice within the sixty (60) day period as provided for in the Statement, the Borrower shall be deemed to have accepted all the details contained in the Statement as true, correct and accurate in all respects and any subsequent query or dispute by the Borrower will not be entertained by the Bank.

10. Breach and Termination

- 10.1 The Facility can be terminated by the Bank at any time at its sole discretion by giving at least 30 days' prior notice (or upon the borrower's request a longer period of notice where it is practicable to do so) to the Borrower whereupon the total amount outstanding under the Account (including accrued interest and all Charges due) shall become immediately due and payable by the Borrower to the Bank.

- 10.2 In the event of any breach of these terms and conditions by the Borrower the Bank reserves the absolute right to terminate at any time, with or without notice, the Facility and upon such termination the Borrower shall immediately cease to be entitled to use the Facility and the Borrower shall be liable to pay the Bank immediately upon demand the total amount outstanding under the Account whether or not already reflected in the latest Statement and whether due and payable at the date of such demand or not together with any charges incurred but not yet charged to the Account and interest shall accrue on such amount outstanding on a daily basis from the date of demand to the date of repayment at the applicable interest rate as referred to in Clause 6 above or otherwise as the Bank may at its sole discretion determine.

- 10.3 The Borrower may at any time terminate the Facility or require the Bank to terminate the Facility by giving seven (7) days notice in writing to the Bank accompanied by the return of the ATM Facility Card being cancelled, destroyed by or having been cut and provided however that the Borrower shall remain liable to pay the Bank immediately upon demand the total amount outstanding under the Account (including accrued interest and all Charges due) whether or not already reflected in the latest Statement and whether due and payable at the date of such demand or not together with any finance charges and other charges or fees incurred but not yet charged to the Account and interest would accrue on such amount on a daily basis from the date of demand to the date of repayment at the applicable interest rate as provided in Clause 6 above.

11. Additional ATM Facility Card Terms and Conditions

The general terms and conditions which the Bank has in force governing the use of its general ATM Card shall apply (and by reference is an integral part of these terms and conditions) to the ATM Facility Card used herein and in the event of any conflict, these terms and conditions shall prevail.

12. Security of PIN and ATM Facility Card

- 12.1 Upon receipt of the ATM Facility Card from the Bank the Borrower shall activate it in accordance with the instructions provided and upon activation the Bank shall then provide the PIN to the Borrower. The ATM Facility Card makes no provision for the Borrower's signature thereon. The Borrower shall at all times take reasonable care of the ATM Facility Card and the PIN and keep the ATM Facility Card at all times under his personal control and the PIN secure and confidential.

- 12.2 The Borrower shall under no circumstances disclose the PIN to any third party or permit the ATM Facility Card or PIN to be used in any manner by a third party provided if this occurs then the Borrower shall at all times remain liable for payment of any drawings made under the Facility. The ATM Facility Card remains at all times the property of the Bank and must be surrendered to the Bank upon demand at any time.

13. Liability for Loss of ATM Facility Card

- 13.1 If the ATM Facility Card is lost or stolen or if a PIN is disclosed or suspected to have been disclosed to any unauthorised third party, the Borrower must immediately report such loss, theft or disclosure to the Bank in writing. If the ATM Facility Card is lost or stolen or the PIN disclosed in circumstances the Bank is satisfied there has been no breach by the Borrower of any of these terms and conditions, the Borrower will only be liable in respect of any drawing made prior to receipt by the Bank of notification of such loss, theft or disclosure up to such amount as the Bank may from time to time designate as applicable to the Account.

- 13.2 The Borrower undertakes to give the Bank all the information in the Borrower's possession as to the circumstances of any loss or theft of the ATM Facility Card and to take all reasonable steps to assist the Bank to recover such missing ATM Facility Card.

14. Right of Set Off and Refund of Credit Balance

The Bank may without prior notice combine or consolidate any outstanding principal and all interest on the Account with any other account (including fixed deposit accounts or otherwise) whether in Hong Kong dollar, foreign currency or otherwise which the Borrower maintains with the Bank and may set off or transfer any money outstanding to the credit of any accounts in or towards satisfaction of the Borrower's liability to the Bank under the Facility. Further, the Bank shall be entitled to (for whatever reason and without prior notice) at any time refund any balance standing to the credit in the Account to the Borrower at its sole discretion.

15. Amendment

- 15.1 The Bank reserves the right at all times to amend or vary these terms and conditions, Charges and Confirmation Letter including but not limited to

the Minimum Payment amount and other repayment terms of the Facility. If such amendment or variation affect any of the Charges and the obligations or liabilities of the Borrowers, then such amendment or variation will become effective thirty (30) days after notification to the Borrowers by such reasonable means the Bank deems fit. In the event that the amendment or variation affects any of the Charges and the obligations or liabilities of the Borrowers and the changes is beyond the reasonable control of the Bank, less than thirty (30) days notice may be given.

- 15.2 The Borrower upon receipt of such notification has a right to refuse to accept the amendments or variations and cancel the Facility and terminate the Facility Account subject to and without prejudice to any liability incurred prior to cancellation or termination. Upon cancellation, if the unused Annual Fee is higher than HKD50 or any other such amount as the Bank may specify from time to time, it shall be refunded to the Borrower on a pro-rata basis upon a written request by the Borrower.

16. Enforcement

- 16.1 The Bank shall be entitled to employ outside debt collecting agencies, solicitors firms and/or institutions to collect any charges, fees and all outstanding sums due under the Facility but unpaid by the Borrower and the Bank may and is hereby irrevocably authorised by the Borrower to disclose to such debt collecting agencies, solicitor firms and/or institutions any or all information (including Personal Data) available in relation to the Borrower and the Facility. The Borrower shall indemnify the Bank for all reasonable costs and expenses reasonably incurred by the Bank of and incidental in employing such debt collecting agencies, solicitors firms and/or institutions.
- 16.2 If the Bank shall have incurred any legal fees or other expenses for the purpose of demanding, collecting and/or suing to recover any sum payable hereunder from the Borrower and/or for other remedies resulting from the breach or non compliance of any of these terms or conditions, the Borrower shall fully reimburse the Bank for all such legal fees (on a solicitor and own client indemnity basis) and other expenses incurred in that connection without any deduction whatsoever.
- 16.3 The Bank shall upon request provide the Borrower at the prevailing charges with a detailed breakdown of the amount of the costs, fees, expenses and disbursements specified in Clauses 16.1 and 16.2 upon written request of the Borrower.

17. Personal Data

- 17.1 The Borrower agrees to be bound by the Bank's Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and Consumer Credit Data prevailing from time to time.
- 17.2 The Borrower acknowledges that the Bank has considered a credit report on the Borrower from a CRA referred to below in considering his application. In the event that the Borrower wishes to see the credit report for the purpose of making a data access or data correction request, he may contact the CRA directly at the following address:-

TransUnion Limited
Suite 1006, Tower 6, Gateway
9 Canton Road
Tsimshatsui, Kowloon
Hong Kong
Telephone : 2577 1816

- 17.3 Where the Bank has provided the Facility which is subject to review from time to time in relation to an increase in the Facility Limit, the curtailing of Facility Limit (including the cancellation of Facility Limit or a decrease in the Facility Limit) or the putting in place or implementation of a scheme of arrangement (including amendment of Minimum Payment or other repayment terms), then in order for the Bank to conduct such reviews during the subsistence of the Account the Bank will access and make use of a credit report from a CRA.

18. Declaration

- 18.1 The Borrower declares, represents and warrants that:-
- (a) The Borrower has 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
- (b) The Borrower has no intention to petition for his own bankruptcy or for any similar order, or proposes to enter into with his creditors any individual voluntary arrangement or similar arrangement, in Hong Kong or elsewhere.

- 18.2 If any of the declaration above or any information provided by you in respect of the Facility from time to time is or will become untrue or you have any difficulty in payment or any other sums that you are payable under these Terms and Conditions, you undertake to inform the Bank immediately upon its occurrence.

19. Miscellaneous

- 19.1 The Borrower shall promptly notify the Bank of any change in his personal data or other information supplied to the Bank including but not limited to any changes of employment, office address, residential address, telephone or other contact details and country of residence. If the Borrower is absent from or is likely to be absent from Hong Kong for more than thirty (30) days, the Borrower is required to provide or make (to the Bank's absolute satisfaction), prior to departure, clear and specific written instructions or arrangements to the Bank for the settlement of all amounts outstanding and due to the Bank under this Facility and the Account.
- 19.2 The Borrower agrees and accepts that the Bank can record any telephone conversation between the Borrower and any of its staff and that such recording can be used as conclusive evidence in any dispute that may arise on any matters relating to these terms and conditions and the Facility.
- 19.3 The application form, the Confirmation Letter, this Agreement and other bank agreements or documents which the Borrower may from time to time execute in respect of the Facility shall together constitute a binding contract.
- 19.4 All the terms and conditions herein shall be binding upon and enure to the benefit of the respective successors-in-title and assigns of the parties hereto provided, however, that the Borrower shall not assign any of the Borrower's rights or obligations without the express prior written consent and approval of the Bank.
- 19.5 The Bank shall have the absolute discretion to assign or transfer any or all of its rights interests and obligations in relation to the Advance (including interest and all other charges payable by the Borrower) to any person or party. The Borrower shall execute and sign all deeds instruments or such other documents and do any acts and things whatsoever which shall in the opinion of the Bank (whose opinion shall be conclusive and binding upon the Borrower) be necessary for the giving of the Bank's transferee(s) or assignee(s) the full benefits and obligations of any of the provisions hereof as may from time to time be requested by the Bank.
- 19.6 The Bank may at any time on confidential basis disclose to any transferee or assignee or potential transferee or assignee or to any other person or party with whom the Bank has entered into or may prepare to enter into contractual relations in connection with this Agreement or any other person under a duty of confidentiality to the Bank (each such recipient of information referred to as a "Recipient") such information and data about the Borrower and its affairs as the Bank shall consider appropriate without notice to the Borrower notwithstanding whether the Recipient is inside or outside the Hong Kong Special Administrative Region. The Borrower hereby consents to any such provision of data and information. Such data and information may also be provided by any Recipient (whether direct or indirect) to any party bearing the relationship to the party providing the data and information as the Recipient bears to the Bank in each case whether inside or outside the Hong Kong Special Administrative Region and the Borrower hereby consents to such provision of data and information.

20. Law

These terms and conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

Important Note

If your ATM Facility Card is lost or stolen, please inform the Bank immediately by calling the 24-hour Lost/Stolen Card Report Hotline on telephone (852) 2512-1131. Satisfactory identification of your identity when reporting loss or theft may be required. You should subsequently confirm the loss or theft to the Bank in writing within 48 hours after the telephone report.