

TO: CHONG HING BANK LIMITED, Hong Kong ("Bank")
LOAN INFORMATION

Loan Amount (HK\$)

Minimum monthly salary of applicant must be at HK\$5,000. If the Chong Hing tax loan is not approved, other personal loan plan may be offered and customer may accept the offer at his own discretion.

 Tenor (Months) 12 18

 Drawdown Method
 Credit into my Repayment Account

 Account No. _____
 (If your Repayment Account is not with Chong Hing Bank Limited, applicant has to submit a full copy of the first page of passbook / bank statement of the account)

APPLICANT'S PERSONAL INFORMATION
 Mr. Mrs. Miss Ms.

English Name as printed on HKID Card (Please fill in BLOCK letters)

Name in Chinese

H.K. Identity Card No.

Date of Birth DD MM YY Nationality

 Marital Status: Single Married Others _____ No. of Dependents (optional)

Current Residential Address (Please fill in BLOCK letters)

HK / KLN / NT (Please delete the inapplicable)

No. of Years Living There

Residential Phone No.

Pager / Mobile Phone No.

Year(s) Month(s)

E-mail Address (optional)

Residence Type:

-
- Rented / Owned by Relative
-
-
- Public or HK Housing Society Housing Estate
-
-
- Rented by Applicant
-
-
- Company Quarters
-
-
- Self-owned Public Housing / Private Housing (not mortgaged)
-
-
- Self-owned Public Housing / Private Housing (mortgaged)
-
- Monthly Rental / Mortgage Installment HK\$ _____

Education Level:

-
- Postgraduate or above
-
- Tertiary
-
-
- University
-
- Form 3 or below
-
-
- Secondary

Correspondence Address:

-
- Home
-
- Office (Oversea Address / P.O. Box is not acceptable)

APPLICANT'S EMPLOYMENT INFORMATION

Self-employed?

 Yes (B.R. No. _____) No

(If yes, please enclose copies of B.R. Certificate, the latest Profits Tax Demand Note and major bank account record for the latest 3 months.)

Name of Employer (Please fill in BLOCK letters)

Office Address (Please fill in BLOCK letters)

HK / KLN / NT (Please delete the inapplicable)

Nature of Business

Position

Office Phone No.

Ext.

Years of Service

Basic Monthly Salary

Other Income

Year(s) Month(s)

HK\$

HK\$

Name and Address of Previous Employer (If current employment is less than 1 year)

Nature of Business

Position

Years of Service

Year(s) Month(s)

APPLICANT'S CREDIT REFERENCE

Name of Bank / Creditor

Credit Limit / Monthly Installment

Clean O/D _____ HK\$ _____

Personal Loan _____ HK\$ _____

Credit Card _____ HK\$ _____

Others _____ HK\$ _____

DOCUMENTS REQUIRED

To avoid processing delay, please complete this application form and enclose copies of the following documents at your earliest convenience by fax to 3768 1881. Additional documents may be required for processing under individual circumstance. (Documents supplied, including this application form, will not be returned.)

*Please indicate below copies of documents enclosed:

-
- H.K. Identity Card
-
-
- Current salaries tax demand note
-
-
- For professional: professional certificate(s) issued by professional bodies (e.g. practicing certificate)
-
-
- For civil servant / staff of selected government organisations: employment proof

Additional documents may be required for processing under individual circumstance.

RELATIONSHIP WITH THE BANK

Are you the Bank's employee, or one of or a relative of any of the Bank's or its subsidiaries' directors, employees with lending authority, controllers or minority shareholder controllers, or any such specified person is acting as your guarantor?

-
- Yes (Please state his / her name in English)

Name: _____ Working Department: _____

Position: _____ Relationship: _____

-
- No, I hereby confirm that, as at the date of application, I have no relationships with any of the Bank's or its subsidiaries' directors, employees with lending authority, controllers and minority shareholder controllers as mentioned above, and I am not the Bank's employee. I agree to notify the Bank promptly in writing if any such relationship arises.

TERMS & CONDITIONS FOR TAX LOAN

1. Save as otherwise expressly provided to the contrary, the term "Loan" refers to the principal amount of an installment loan or any part thereof granted pursuant to these Terms and Conditions and which remains outstanding or due to Chong Hing Bank Limited (the "Bank") for the time being, and the term "Borrower" refers to the successful applicant(s) to whom the Bank agrees to advance the Loan (including his / their successor(s), personal representative(s) and administrator(s)). Where the application is made in joint names, the "Borrower" shall refer to each and all of the named persons and all agreements of such persons with, and obligations of such persons to, the Bank with respect to the Loan shall be joint and several. Without prejudice to other provisions herein, the fees, charges and payments referred to in the application form, promotional and marketing materials, notification and other correspondences, relating to the Loan shall be payable by the applicant(s) / Borrower(s), and shall be deemed to form part of these Terms and Conditions provided in the event of any conflict or inconsistency among from these Terms and Conditions shall prevail. The Bank is entitled to vary such fees, charges and payments with prior written notice to the Borrower from time to time.
2. The Bank is entitled to reject any application (or any part thereof) at its own discretion without disclosing any reason to the applicant. The Bank shall not be responsible for any loss or damage which the applicant may suffer as a result of the Bank's rejection of any application. Successful applicant will be provided with an advice containing the terms and conditions of the Loan advanced (the "Drawdown Advice") after drawdown. No document (including application form) submitted by the applicant will be returned.
3. The relationship between the Bank and the Borrower is a contractual one under which the Bank is the creditor and the Borrower is the debtor of the Loan. The Bank has an overriding right of full repayment on demand of the Loan, accrued interest and other payments payable from the Borrower notwithstanding any other terms or conditions.
4. Upon approval of the application, the Bank will advance the Loan to the Borrower at such time and by such means as the Bank may have approved or agreed at the request of the Borrower. The Borrower shall be responsible for all fees payable to the Bank and/or any other entities or financial institutions for disbursing the Loan to any account not maintained with the Bank.
5. The Borrower shall pay to the Bank the monthly installment repayment of the Loan, accrued interest, and any applicable charges / fees (collectively the "Monthly Repayment") when due which shall commence from the date ("Specified Date") and month specified in the Drawdown Advice and thereafter on the Specified Date of each subsequent calendar month (but if there is not a day which is numerically corresponding to the Specified Date in a particular calendar month, then the last day of that calendar month). Any payment to be made on a day which is not a Banking Day shall be made on the immediately following Banking Day, unless such immediately following Banking Day falls in the next calendar month, in which case payment shall be made on the immediately preceding Banking Day. "Banking Day" means a day on which the Bank is open for business in Hong Kong (excluding Saturday, Sunday and any public holiday). The amount of interest payable will be adjusted accordingly. The Borrower shall pay to the Bank the Monthly Repayment by such payment method as the Bank may from time to time accept and shall be responsible for all fees associated with the use of any payment method. If the direct debit of the Monthly Repayment has not been set up, the Borrower shall pay the Monthly Repayment by other payment methods as the Bank may from time to time accept. The Bank is entitled to debit from time to time the whole or any part of the Monthly Repayment from the Borrower's nominated account if the Borrower has chosen to repay the Loan by direct debit or in the event the Bank does not receive the whole Monthly Repayment through the payment method agreed with the Borrower. The Monthly Repayment shall be applied towards repayment of the Loan, payment of interest and charges / fees and shall be apportioned in such manner at the Bank's sole discretion.
6. The Bank reserves the right to change the interest rate, default interest rate, prepayment fee, handling fee and other charges / fees from time to time and will notify the Borrower of any such change by not less than 30 days' notice. The Borrower will be bound by such change unless the Loan is fully repaid to the Bank together with payment of all accrued interest and other charges / fees before the effective date of such change.
7. Should the Borrower default in payment of any Monthly Repayment, charges / fees or other amount due to the Bank, the Bank may at any time thereafter by notice to the Borrower demand full repayment of the Loan together with accrued interest (whether due or not) and all other charges / fees (including, without limitation, reasonable legal costs and expenses in enforcing these Terms and Conditions).
8. If any of the Monthly Repayment, charges / fees or other sum due to the Bank remains unpaid after its due date then, without affecting any other rights or remedy of the Bank, a default interest at the rate of 3% per month on the amount overdue (subject to a minimum of HK\$50 for each installment or payment in arrears) shall be payable on demand by the Borrower from the due date to the date of actual receipt of such payment (both before and after judgment) by the Bank. Interest shall be calculated on the basis of 360-day year, including leap year (if applicable). In addition, a handling fee (as specified in the Bank's "Bank Service Charges" pamphlets / lists which are available at all branches in Hong Kong of the Bank upon request) will be levied for each repayment account debit rejection for insufficient fund or any other reason.
9. Early full repayment (but not in part) of the Loan on a Monthly Repayment due date with prior written notice of not less than 7 days to the Bank is permitted subject to payment of a prepayment fee at the rate of 1% of the outstanding principal amount of the Loan (subject to a minimum of HK\$300), together with all accrued interest, outstanding charges / fees and other sums, provided that extra interest calculated up to the next Monthly Repayment due date will be charged if such early

TERMS & CONDITIONS FOR TAX LOAN

- repayment does not fall on a Monthly Repayment due date. The repayment amount received by the Bank shall be applied towards repayment of the Loan principal, payment of interest and charges / fees and shall be applied in any order and apportioned in such manner at the Bank's sole discretion.
10. If the Borrower applies to the Bank to re-borrow any part of the Loan which has been repaid, subject to the Bank's approval (if granted) the whole re-borrowed amount granted will be drawn down immediately upon the application being approved by the Bank and will be credited to the Designated Account. The then existing Loan will be deemed repaid and will consolidate with the re-borrowed amount. The consolidated amount will be deemed a new loan granted pursuant to these Terms and Conditions on the date of drawdown. The Borrower will receive a Drawdown Advice confirming the terms of the new loan. Notwithstanding the deemed repayment of the then existing Loan, if the date of drawdown of the new loan does not fall on the Specified Date applicable to the then existing Loan, the Bank shall be entitled to charge interest on the then existing Loan up to and including the next Specified Date after the date of drawdown of the new loan. These Terms and Conditions shall continue to apply mutatis mutandis and except to the extent of any inconsistency with this clause 10 and subject to such modifications thereto as the Bank may see fit at its sole discretion.
 11. The Borrower shall as soon as possible notify the Bank in writing of any change of information (such as telephone number, occupation, home or office address, etc.) and documents provided to the Bank from time to time or any difficulty the Borrower may have in paying any Monthly Repayment or discharging his obligations in accordance with the Drawdown Advice or these Terms and Conditions prior or subsequent to the date of the Drawdown Advice. The Bank reserves the right to cancel its approval of the Loan and demand immediate repayment thereof with interest and other sum due if any material adverse change in such information occurs prior to the Loan drawdown date or if any information or documents provided to the Bank in the Loan application is inaccurate, incomplete or otherwise misleading.
 12. The Bank may, at any time without prior notice to the Borrower, apply any credit balance in any currency of any account(s) which the Borrower maintains with the Bank, including without limitation any joint account(s) and any time deposit account(s) (the maturity of which may for this purpose be accelerated by the Bank), for payment of any amounts overdue and payable to the Bank. Credit balance in a currency other than the currency of the liabilities shall be converted to the latter currency at such prevailing exchange rate as the Bank may designate from time to time.
 13. No act, omission or negotiation by or on behalf of the Bank shall in any way preclude it from exercising any rights under these Terms and Conditions or otherwise, or constitute a waiver, variation or suspension of these rights.
 14. If the Borrower defaults in any repayment, the Bank shall be entitled to engage or instruct any external debt collection agency and / or institution or third party service providers (whether within or outside Hong Kong) to collect, recover, attempt to collect / recover the indebtedness due by the Borrower and to enforce the Bank's rights. The Borrower shall indemnify the Bank in full of all reasonable legal charges and other expenses reasonably incurred in connection with its efforts to enforce the Bank's rights and to obtain the repayment of the Loan, accrued interest and other charges / fees from the Borrower.
 15. After the Bank's approval of the Loan, a non-refundable handling fee will be payable by the Borrower to the Bank on drawdown in advance and will form part of the indebtedness due by the Borrower to the Bank. No refund of the handling fees or any part thereof will be allowed under whatever circumstances.
 16. These Terms and Conditions may be varied or supplemented from time to time at the Bank's sole discretion with prior written notice to the Borrower.
 17. The Bank shall be entitled at its discretion to assign, sub-participate or transfer any or all of its rights and obligations in relation to the Loan without obtaining consent by the Borrower. The Bank is entitled to release and transfer any data, information and document of the Borrower and / or the Loan to any prospective assignees, participants and / or transferees at the Bank's discretion.
 18. If any of these Terms and Conditions is or shall become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining Terms and Conditions shall not be affected. Nothing herein shall operate so as to exclude or restrict any liability in contravention of the laws of Hong Kong as mandatory.
 19. The Borrower is obliged to examine the statements, notifications and advice relating to the Loan and to report any error, discrepancy, unauthorized debit in writing to the Bank within 90 days from the date of the relevant statements, notification or advice. In the absence of manifest error, such statements, notifications and advice shall be deemed as accepted as correct by the Borrower and binding on the Borrower in respect of the matters stated therein except those errors, discrepancies, unauthorized debits reported by the Borrower to the Bank in writing within such 90-day period, or arising from any fraud, breach or negligence of the Bank or its employees, agents or servants. The Bank may at any time by notice to the Borrower rectify any errors contained in any communication with the Borrower.
 20. No failure to act, omission or delay by the Bank to enforce any right under these Terms and Conditions or otherwise shall operate as a waiver of such right.
 21. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong, the applicant(s) and Borrower hereby irrevocably submit(s) to the non-exclusive jurisdiction of the courts of Hong Kong. The Chinese translation of these Terms and Conditions is provided for reference only. In event of any inconsistency between the English and Chinese versions, the English version shall prevail for all purposes.