

INFORMATION OF LENDER

FUBON CREDIT (HONG KONG) LIMITED ("Fubon Credit") is a Deposit-taking Company authorized by the Hong Kong Monetary Authority with its principal place of business situate at Unit 08, 7/F, Tower 2, Cheung Sha Wan Plaza, 833 Cheung Sha Wan Road, Cheung Sha Wan, Kowloon.

ELIGIBILITY & INSTRUCTION FOR COMPLETION

Applicants must be Hong Kong permanent residents aged 18 or above, with an annual income of HK\$60,000 or above. Please tick the appropriate boxes where applicable. Unless otherwise specified, all fields on this Application Form must be completed.

I confirm that I have read and understood the Key Facts Statement and Terms & Conditions.

Loan Information

Type of Loan: 1. Personal Instalment Loan
 2. Balance Transfer Personal Loan
 3. Property Owner Loan

Loan Amount: HK\$ _____

Loan Tenor (Months): 12 18 24 36 48 60
 Note: Minimum loan amount is HK\$5,000, and the maximum loan amount is HK\$1,000,000.

Purpose of Loan : _____
 Note: If the purpose of the loan is not for personal financial financing, please specify.

Additional Information for "Balance Transfer Personal Loan":

Total Loan Amount: HK\$ _____
 Credit Card/Personal Loan Outstanding: HK\$ _____
 Cash Amount: HK\$ _____

Note:
 1. Minimum loan amount is HK\$5,000, and the maximum loan amount is HK\$1,000,000 or 24 times of monthly salary (whichever is lower).
 2. "Balance Transfer Personal Loan" is only applicable for credit card or personal loan account ("Transfer Account") held by the applicant with such financial institution as acceptable by Fubon Credit, provided that any Transfer Account with either a zero outstanding balance or an overdue arrears at the time of the making of this application will not be accepted.
 The aggregate Loan Amount for a "Balance Transfer Personal Loan" shall not exceed the aggregate outstanding balance of the Transfer Account.

Balance Transfer Information

Name of bank or financial institution	Outstanding Balance (HK\$)	Interest Rate (if any)

Loan Withdrawal and Automatic Transfer Repayment

I hereby request and authorize Fubon Credit to credit the proceeds of the Loan, less any fees and charges (if any) into my designated bank account as follows ("**Designated Account**") and to arrange for direct debit from the same account specified below for repayment of the Loan ("**Specified Debit Account**"), and such arrangement shall not be changed without my first giving to you a notice of cancellation or variation at least 5 working days prior to the date on which such cancellation / variation is to take effect, and such notice shall accompany with my designation of another loan repayment account.

I hereby confirm that the account below will be adopted as Loan Repayment Account.

Bank Name

Account Name

Bank Number	Branch Number	Account Number

Note: The above bank account must be a personal account opened and maintained in the Applicant's own name. Joint & corporate account will not be accepted saved as otherwise agreed.

Personal Information

Mr. Chinese Name
 Ms.

English Name

Date of Birth (DD/MM/YYYY) HKID / Passport No. (Please attach a copy)
 / /

Nationality

Present Home Address (Please fill in with English BLOCK LETTERS)
 Flat Floor Block Phase

Building Estate

Street No. Street Name

District Hong Kong Kowloon New Territories
 Years in Present Address _____ Years _____ Months

Resident Type Self Owned Quarters
 Relative Owned Government Estate
 Mortgage Rented
 Monthly Expenses \$ _____

Please enclose permanent address proof and state on the document if the permanent address is different from the above present home address.

Home No. Mobile No.

E-mail Address (Optional)

Education University or above Secondary
 Post-secondary Others

Marital Status Single Married No. of family dependents : _____
 Divorced Other

Employment Information

Self-employed Employed
 Student Retired Housewife

Name of Employer

Flat Floor Block Phase

Building

Street No. Street Name

District Hong Kong Kowloon New Territories

Phone No. & Extension (if any)

Nature of Business Position

Year in Current Employment Years in the Current Profession
 Years Months Years Months

Monthly Salary
 HK\$ _____ X _____ Months

Third-party Referral

Is your application referred by any third party apart from Fubon Credit (such as intermediaries)?

- Yes (Since Fubon Credit does not engage any third party as referral agent, your application will not be processed.)
 No.

Other Information

- 1) Confirmation Letter (as to be defined in the Terms and Conditions below) can be sent to your
 Residential Address Company Address
Note : If not specified, the Confirmation Letter will be mailed to your residential address.
- 2) Have you been refused by another bank to establish a banking relationship before? [^] Yes No
- 3) What is the value of your asset net worth? (such as property value, stocks or cash etc.)
HK\$ _____
- 4) Your source of wealth is / are derived from [^]: _____
[^] optional

DETAILS OF CONNECTED PERSON(S) - RELATIONSHIP WITH DIRECTOR/EMPLOYEE OF FUBON CREDIT

As at the date of this application, are you one of the following persons or their relatives (each a **"Connected Person"**): (a) a staff member, director, substantial shareholder/controller*, minority shareholder controller or person-in-charge (including chief executive, senior management, key staff or lending officer) of Fubon Credit, Fubon Bank (Hong Kong) Limited or Fubon Financial Holding Co., Ltd. or any of their subsidiaries, affiliates and other entities over which Fubon Credit is able to exert control or (b) the spouse (including concubine), cohabitee, parent (including step-parent or adoptive parent; or parent, step-parent or adoptive parent of a spouse), grandparent or great grandparent, brother or sister (including brother or sister of a spouse), son or daughter (including step-son or step-daughter, adopted son or adopted daughter), grandson or granddaughter, great grandson or great granddaughter or relative of such persons (as defined in the Banking (Exposure Limits) Rules (Cap.155S)?

Yes. Name of the relevant staff member, director, or substantial shareholder/controller* minority shareholder controller or person-in-charge: _____

My relationship with the aforementioned person: _____

No. I confirm that, at present, there is no such relationship. I hereby undertake to notify Fubon Credit in writing as soon as possible if I become so related.

* "Substantial shareholder/controller" means a shareholder holding 5% or more of the issued share capital of a company alone or together with associates who are controllers or any person who is an indirect controller as defined in section 2(1) of the Banking Ordinance (Cap.155).

I confirm that every Connected Person whose information has been provided to Fubon Credit has been notified of and consented to the processing, disclosure and transfer as set out in Fubon Credit's applicable terms and notice (as may be amended or supplemented from time to time) and such Connected Persons shall have rights of access to, and correction of their Personal Data upon request. I shall inform Fubon Credit promptly in writing if I am not able to comply with such obligation.

Note: If this section is left in blank, Fubon Credit will assume that no such relationship exists, but you will be responsible for any failure to declare the relevant relationship and/or comply with the above obligations. Fubon Credit has the right (in its sole discretion) to cancel the relevant loan. If cancelled, all amounts then outstanding will become immediately due and payable to Fubon Credit.

DOCUMENTS REQUIRED

To ensure prompt processing of your application, please make sure you have enclosed copies of the following documents. Documents supplied are not returnable.

- HK Permanent ID Card (please provide copy of your valid passport or travel documents if you are not holding a HK Permanent ID card)**
- Income Proof:**
 - Latest 1 month's payroll slip (If the applicant's income includes commission, please submit the last 3 months' payroll slip); or
 - Bank statement / passbook showing latest 1 month's salary (with your name and account number shown. If the applicant's income includes commission, please submit the last 3 months' Bank statement/ passbook.)
- Latest 3 month's permanent address proof, e.g. bank statement, utility bill or mobile bill, etc. (if the permanent address is different from the current residential address, please provide proof of permanent address)**
- Proof of property ownership for applicant of Property Owner Loan such as mortgage facility letter or mortgage repayment record**

Note: Fubon Credit reserves the right to request for additional documents from you (such as self-employed applicants).

SPECIAL ACKNOWLEDGEMENTS, WARRANTIES & AUTHORIZATIONS

1. No Deposits Accepted & Refund Authorization

This Application Form and the *"Personal Loan Terms and Conditions"* (**"Terms"**) which governs the transactions contemplated and/or consummated herewith, are important legal documents, and the loans granted hereby (each a **"Loan"**) are enforceable and recoverable by Fubon Credit in its capacity as a *"Deposit-taking Company"* authorized under the Banking Ordinance to carry on the business of taking deposits. In connection therewith, you hereby SPECIFICALLY ACKNOWLEDGE, REPRESENT, WARRANT, UNDERTAKE AND AUTHORIZE Fubon Credit as follows:

- you acknowledge your understanding that "Deposit-taking companies" are restricted by laws and regulations to taking deposits of HK\$100,000 or more with an original term to maturity of at least three months;
- you represent, warrant and undertake with Fubon Credit that if for any reasons that any sum of less than HK\$100,000 may stand to the credit of Fubon Credit (**"Credit Amount"**), the same shall not and has never been intended by any party herein to be or accepted as a *"deposit"* within the meaning of the Banking Ordinance; and
- you irrevocably authorize Fubon Credit to return to you any and all part of the Credit Amount that exceeds the sum of repayment that has been accrued and remain payable under the Credit Agreements (defined below) by way of a crossed bank cheque drawn payable to you and posted to your address last known to Fubon Credit.

2. Independent Advice from Third Parties

Before signing this Application Form, you acknowledge that you have already read and studied the same carefully and have been recommended by Fubon Credit to seek independent advices from solicitors and/or other third-party advisers in your own choice to make sure that you understand all terms and conditions in this Application Form together with your commitments and full consequences whereof.

3. Legal Binding

On signing the Application Form, you acknowledge and agree that you will be legally bound by the same. Accordingly, all payment and other obligations from time to time accrued under the documents and agreements to which the Loan are subject to (collectively, the **"Credit Agreements"** and this term shall be further defined in Clause 1.1 of the Terms) shall be payable by you.

4. Loan Acceleration – Immediate Repayment

You acknowledge and agree that if you fail to pay Fubon Credit any sum due in accordance with the Credit Agreements, Fubon Credit is entitled to demand immediate repayment of all outstanding amount of the Loan together with all interests accrued thereon and all other sums owing to Fubon Credit under the Credit Agreements, and take such legal actions as including bankruptcy proceedings in debt enforcement.

5. Amendment Entitlement

You acknowledge that you have been provided a copy of this Application Form for review and invited by Fubon Credit to propose such insertions or deletions thereto for its consideration.

6. Language Prevalence

Chinese Translation of the Credit Agreements are for reference only, and the English version shall prevail for all purposes wherever there is a discrepancy or inconsistency between the English and the Chinese versions.

Confirmation and Declaration

1. I warrant and declare that the information of all my other banking and financial commitments given above are true and correct and Fubon Credit is authorized to confirm this from any source Fubon Credit may choose for the purpose of processing and evaluating my application; and if my application is approved, for the operation of my Loan. **In particular I confirm that I have not in the past been the holder of any credit card (principal or supplementary) or the recipient of any borrowings, credit or financial accommodation which has been cancelled or suspended by the credit card issuer or lender (as the case may be) due to my default in payment or breach of any applicable terms and conditions.**
2. I acknowledge that all requested information must be provided to facilitate the processing of this application and my failure to do so may result in this application not being processed and Fubon Credit may not be able to approve my application for loan/facility.
3. I agree and accept that if any information given by me is false then my act may constitute an offence under Section 71 of the Crimes Ordinance and/or under Section 16A, 17 and 18 of the Theft Ordinance, and Fubon Credit is obligated to report the same with law enforcement agencies if the severity is so guaranteed.
4. I understand the information I provide herein constitutes personal data as defined in the Personal Data (Privacy) Ordinance and I consent to Fubon Credit using, holding, storing, disclosing and transferring any personal data for credit and lending checkings and purposes in accordance with Fubon Credit's Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "**Ordinance**") and Consumer Credit Data and deemed as necessary for the processing of this application and referred to in the "*Personal Loan Terms and Conditions*" ("**Terms**").
5. I understand that I have the right to request access to or correction of my personal data and that Fubon Credit has a right to charge me a reasonable fee for processing of any data access request.
6. I acknowledge that before I complete this application with my personal data and submit it to Fubon Credit, the following information has been specifically drawn to my attention:-
 - a) my personal data may be supplied by Fubon Credit to credit reference agencies ("**CRA**") and/or in the event of default to a debt collection agency or solicitors firm (together, "**DCA**");
 - b) I have a right to be informed, upon request, about which terms of the data are routinely so disclosed and I have a right to be provided with further information to enable the making of a data access and correction request to the relevant CRA or DCA, as the case may be;
 - c) in the event of any default in repayment, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, I shall be liable to have my account repayment data retained by the CRA until the expiry of 5 years from the date of final settlement of the amount in default;
 - d) in the event of any amount in any account is written off due to bankruptcy order being made against me, I shall be liable to have my account repayment data retained by the CRA, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days (namely material default), until the expiry of 5 years from the date of final settlement of the amount in default or the expiry of 5 years from the date of discharge from a bankruptcy as notified by me with evidence to the CRA, whichever is earlier; and
 - e) upon termination of the loan/facility account by full repayment of all sum outstanding thereunder, and on the condition that there has not been, within 5 years immediately before the loan/facility account termination, any material default in the loan/facility account, I will have the right to instruct Fubon Credit to make a request to the CRA to delete from its database any account data relating to my terminated loan/facility account, as long as the instruction is given within five years of termination.
7. I acknowledge that when Fubon Credit considers my application for loan/facility, Fubon Credit may access and consider a credit report on me from CRA in its credit decision process.
8. I acknowledge that my loan/facility account is subject to review from time to time in relation to an increase in the Loan Amount, the curtailing of loan/facility (including the cancellation of loan/facility or a decrease in the Loan Amount) 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 Fubon Credit to conduct such reviews during the subsistence of the account Fubon Credit will access and make use of a credit report from CRA.
9. I further agree to be bound by the Terms applicable to the Loan and confirm that I have read and understood the Terms. Acceptance of this application, Loan Amount and the interest rate granted shall be at the sole discretion of Fubon Credit without giving any reason. I understand and agree that **monthly statement of loan/facility account will not be issued by Fubon Credit to me.** Fubon Credit will issue a written advice listing out the repayment and outstanding loan details to me upon the approval of my application hereby, and a loan repayment record will be provided by Fubon Credit to me upon my written request.
10. **I confirm and undertake that if my application is successfully approved by Fubon Credit, I will continue to maintain my financial condition in order that I will be able to pay all of my debts and liabilities as and when they fall due. I further confirm that as at the date hereof (and I shall continue to maintain in the status), I do not have any overdue payment exceeding 30 days and/or I did not in breach of any applicable terms and conditions thereof in respect of any borrowings, credit or financial accommodation which I have obtained from any other financial institution or third party.**
11. **I further confirm that I am not (or have never been) subject to a bankruptcy order or a statutory demand (pursuant to the Bankruptcy Ordinance) served upon me by a credit or nor am I in the process of petitioning for bankruptcy nor do I have the intention to do so. I acknowledge that if I do subsequently file a petition for bankruptcy, then what I have declared above would be incorrect and false and I accept that such would constitute dishonesty and/or fraud on my part.**
12. **I declare that I am the beneficial owner of my loan / facility account and any transactions conducted by me through the account. I declare and undertake that no other person will have any interest of whatsoever nature in the account opened by me; otherwise I shall provide the information of the beneficial owner(s) to Fubon Credit.**

SIGNATURE

Opt-Out from use of Personal Data In Direct Marketing

- I do not wish Fubon Credit to use my personal data in direct marketing or provide my personal data to Fubon Credit's group companies for their use in direct marketing, in which includes Personal Loan promotions and other offers.
- The above represents your present choice whether or not to receive direct marketing contact or information. This replaces any choice communicated by you to Fubon Credit 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 Fubon Credit's Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and Consumer Credit Data (the "Notice") (attached to this form). Please also refer to the 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.

I have read and understood, and agree to be bound by the promotion materials, all the above items and the relevant terms and conditions stated in this application form and Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and Consumer Credit Data. I acknowledge that I have been provided with a copy of the Bank's "Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and Consumer Credit Data in connection with this application. I agree to notify Fubon Credit immediately by filling in the "Change of Customer Information and Choice of Receiving Direct Marketing Form" # for any change to my personal information including but not limited to address, phone number(s), and occupation.

X _____
Signature of Loan Applicant Date

Should you wish to obtain the updated version of the "Change of Customer Information and Choice of Receiving Direct Marketing Form", please feel free to visit our branch or call Fubon Credit Customer Service Hotline at 3767 6668.

Contact Persons for Handling Customer Complaints: For opinions, comments and complaints, please contact our Service Quality Management by email to fb.csa.fbhk@fubon.com; or alternatively by facsimile (2801 6483) or telephone (2842 7937).

Summary of Major Terms and Conditions of Personal Loan

Certain key terms of the "Personal Loan Terms & Conditions" (defined above as the "**Terms**") are summarized below, but the Loans and all the transactions contemplated / consummated herewith shall remain subject to the applicable detailed provisions set forth elsewhere in the Terms, in the event of any conflict between the information in this Section and any more specific provision in the Terms, the more specific provision shall prevail for all purposes:

The following summarizes the major terms and conditions of the Personal Loan ("Terms and Conditions") and you hereby agree to be bound by the whole agreement.

1. Fubon Credit is hereby irrevocably authorized to debit your Specified Debit Account with each monthly instalment and other payable sums through autopay services commencing on such due date as specified in Fubon Credit's Confirmation Letter.
2. **Interest, fees and charges** on the Loan are set out in Fubon Credit's Confirmation Letter and Fubon Credit's List of Service Charges (as the case may be) (Interest is calculated on a **365-day or 366-day (in leap year)** per yearly basis) and the monthly instalment to settle the principal and interest amount of the Loan is subject to reducing balance method at Fubon Credit's sole discretion.
3. The principal amount of the Loan and the Interest shall be repaid by equal monthly instalments during the Loan Tenor (each a "**Monthly Instalment**") as applied by the Borrower and approved by Fubon Credit. In the event of your failure to settle the Monthly Instalment and other payable sums on the due date, a **finance charge, default interest and late payment fee** as stipulated in the Confirmation Letter and Fubon Credit's Personal Loan List of Service Charges (as the case may be) will be imposed.
4. Borrower may by written notice of not less than **ten (10)** Business Days request for early repayment of all but not part of the outstanding Monthly Instalments. Fubon Credit will only approve such application when the Borrower has repaid to Fubon Credit all sums due and payable by the Borrower hereunder, together with an administration fee or charges which Fubon Credit may from time to time notify to the Borrower.
5. The Borrower acknowledges that in the event of any default in repayment of any amount from time to time due to Fubon Credit, Fubon Credit is entitled to appoint debt collection agencies and/or institute legal proceedings at any time to enforce repayment. The Borrower agrees to indemnify Fubon Credit against all costs and expenses reasonably incurred in connection with the appointment of debt collection agencies provided that the total collection costs recoverable from the Borrower shall in normal circumstances not exceed **30%** of the aggregate outstanding balance, and against all legal costs and expenses reasonably incurred by Fubon Credit in enforcing payment through legal proceedings.
6. Fubon Credit will where practicable give not less than **30 days'** prior notice to the Borrower before any change of these terms and conditions takes effect, unless such changes are beyond Fubon Credit's control. Borrower shall be bound by the changes and variation unless the Loan is fully repaid before the date on which the said changes take effect. For the sake of clarity, if prepayment is made by the Borrower on the ground of his not accepting the change, all fees and charges chargeable by Fubon Credit on prepayment (if any) shall be waived provided that a notice of prepayment of not less than **10** Business Days is given to Fubon Credit.
7. Time shall be of the essence herein but no failure or delay by Fubon Credit in exercising any right, power or remedy hereunder or any indulgence given or negotiation undertaken by Fubon Credit shall operate as a waiver or in any way prejudice any of the rights, powers or remedies of Fubon Credit hereunder.
8. Fubon Credit 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 Borrower shall not be entitled to assign or transfer any of its rights and obligations hereunder. The Credit Agreements shall be binding on each successor, personal representative and person lawfully acting on behalf of the Borrower.
9. These terms and 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 non-exclusive jurisdiction of the courts of Hong Kong for any dispute arising out of or in connection to these terms and conditions.

Complete copy of the "Personal Loan Terms and Conditions" is available at the Fubon Credit Integrated Customer Service Hotline at **3767 6668**. If there is any inconsistency or conflict between the English version and Chinese version, the English version shall prevail.

For Fubon Credit Internal Use Only

Service Personnel Name :
Service Personnel Code :
Application Date and Time : (Date) (Time)
Phone Recording Number :