

General Terms and Conditions of Personal Loan Services (“the Loan”):

1. CMB Wing Lung Bank Limited (“the Bank”) shall, upon the borrower’s application for the Loan be approved, extend to the borrower a loan, subject to the terms and conditions of the Loan application form, loan offer letter issued by the Bank, terms of promotional offers (if applicable) and these Terms and Conditions. After drawing of the Loan by the borrower, the borrower shall be deemed to have accepted and agreed to be bound by the terms and conditions of the Loan application form, loan offer letter issued by the Bank, terms of promotional offers (if applicable) and these Terms and Conditions.
2. In order to cooperate with the bank to fulfill customer due diligence requirement and on risk management purpose, I/We authorize CMB Wing Lung Bank to use encryption technology to obtain my/our personal/company data and related financial information from China Merchants Bank, including but not limited to: Chinese and English name, ID/certification type and number, etc. At the same time, I/We authorize China Merchants Bank to provide my/our personal/company data and related financial information to CMB Wing Lung Bank in the aforementioned manner (if applicable)
3. The borrower shall repay the principal amount advanced or the remaining balance of the Loan together with interests, overdue interests, charges, expenses to the Bank by the monthly repayment amount prescribed by the Bank through the repayment account designated by the Bank on or before the repayment date prescribed by the Bank and shall perform other liabilities hereinafter mentioned, and authorizes irrevocable authority to the Bank to debit the monthly repayment amount from the repayment account. Such authorization will not affect the rights of the Bank to demand immediate full repayment of the Loan.
4. If the repayment date falls on a public holiday, the repayment amount will be debited from the repayment account designated by the Bank on the following business day.
5. Interest of the Loan will be calculated from the Loan drawdown date on monthly basis and shall be determined at the absolute discretion of the Bank with reference to the Loan amount, the term and repayment conditions. The monthly repayment amount shall be apportioned among the principal, interest, loan handling fee (if applicable) and other charges of the Loan in such manner as the Bank thinks fit.
6. The Bank can request for additional documents and information to be submitted by borrower from time to time for the application assessment.
7. The Bank may deduct the loan handling fee (if applicable) and other charges, calculated at such rate or in such amount as the Bank may determine, from the approved Loan amount and pay the balance of the Loan to the borrower.
8. Interest of the Loan shall be calculated on the basis of 365-day per year (including ordinary and leap years).
9. The Bank may at any time, without prior notice, combine or consolidate any outstanding amount or interest or fee or charge or any other outstanding amount of the Loan with any accounts which the borrower maintains with the Bank (including time deposit accounts) and set off against or transfer any credit balance of such accounts for the repayment of the outstanding amount of the Loan.
10. The Bank may employ third party debt collection agencies to claim any outstanding amounts owed by the borrower for the Bank. The borrower agrees to pay to the Bank all costs and expenses (including legal fees and all charges to employ third party debt collection agencies) reasonably incurred by the Bank in enforcing these Terms and Conditions and for the recovery of any outstanding amounts of the borrower.
11. The Bank may, by giving not less than 30 days prior notice to the borrower, amend these Terms and Conditions from time to time at its sole discretion. If the borrower does not fully repay the Loan before the expiry of the notice period or continues to utilize the Loan after the notice period, the borrower shall be deemed to have agreed to such amendments.
12. For returned cheque or rejected autopay payment instruction upon repayment of the Loan, the borrower shall pay the return payment fee of HKD150 or the prescribed fee under the Bank’s General Banking and CMB Wing Lung Sunflower Service Charges (whichever is higher).
13. The borrower authorizes the Bank to contact all relevant parties for verification and to disclose and transfer details concerning the borrower’s loan or credit facilities and / or credit related data relating to the borrower in the possession or control of the Bank to other banks, credit reference agencies and / or credit card companies for the purposes of credit checking and exchanging credit information.
14. The Bank may terminate the Loan by giving the borrower prior reasonable notice. However, if the borrower fails to repay any repayment amount as scheduled or is in breach of these Terms and Conditions or any applicable law and regulation, the Bank shall have the absolute right to terminate the Loan immediately without prior notice. Upon termination of the Loan, the borrower shall repay all outstanding principal, interests of the Loan immediately and pay all charges in connection with the Loan.
15. The borrower undertakes to inform the Bank as soon as possible of any difficulty in repaying the Loan (or any part thereof) or in paying any outstanding amount arising from the Loan.
16. Any change of the information given by the borrower in the loan application form (including but not limited to the borrower’s address, telephone number and occupation, etc.), the borrower must notify to the Bank in writing immediately. The Bank reserves the right to rescind the Loan and demand immediate repayment in full if any change occurs prior to the drawdown of the Loan or if any information provided to the Bank in the borrower’s loan application form is inaccurate.
17. The borrower agrees to notify the Bank promptly in writing should the borrower be or become related to any of the Bank’s directors or employees during or after the application of the Loan.
18. The borrower acknowledges and agrees that all personal data relating to the borrower may be used and disclosed by the Bank for such purposes and to such persons as may be in accordance with the Bank’s policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by the Bank to its customers from time to time.
19. These Terms and Conditions shall not be operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the Laws of the Hong Kong Special Administrative Region, and if they contain any provision which is invalid for any reason, shall be ineffective only to the extent of such invalidity, which shall not affect the validity of the remaining Terms and Conditions.
20. The borrower authorizes the Bank to disclose the following data by telephone to an enquirer whom the Bank genuinely believes to be the borrower (and for this purpose the Bank may require the enquirer to provide the borrower’s correct Hong Kong Identity Card number, the loan amount applied for and any other information as the Bank deems fit for verification of the enquirer’s identity): Loan approval status (approved, pending or rejected), and if approved, details of the Loan. The Bank has no obligation to verify enquirer’s identity and the borrower agrees that if the borrower suffers from any loss due to the Bank disclosure of related information according to the aforesaid procedures to enquirer other than the borrower, the Bank would not be liable to any liability.
21. The borrower agrees that under any of the following conditions, without prejudice to any other rights and remedies to the Bank herein or at law, all outstanding balance of the Loan including the principal and interests and other obligations and liabilities to the Bank shall become immediately due and payable and shall be performed without the Bank’s prior notice:

- i. violation of any of these Terms and Conditions by the borrower; or
 - ii. any attachment, execution or similar process is levied against the borrower; or
 - iii. if the borrower appears to be unable to pay or have no reasonable prospect of being able to pay any debt within the meaning of Bankruptcy Ordinance (Cap.6 of the Laws of Hong Kong); or
 - iv. the application by any person for the appointment of a receiver to take control of or for a writ of attachment against any of the borrower's property; or
 - v. the borrower's death or mental disability; or
 - vi. the Bank determines that the borrower fails to comply or settle the borrower's obligations and liabilities owing to the Bank
22. The Bank reserves the overriding right to terminate, cancel or suspend the Loan at any time immediately and demand the borrower to repay the Loan immediately in full.
23. The borrower shall indemnify the Bank against all losses, damages, costs, expenses, claims, demands, proceedings and liabilities of whatsoever nature the Bank may suffer or incur, directly or indirectly, arising out of or in connection with this application and / or its reliance on the information provided by any person(s) to the Bank herein or subsequently, from time to time, supplied by the borrower except to the extent that the same is solely caused by the willful misconduct or gross negligence of the Bank or their respective employees or agents.
24. In case of discrepancies between the Chinese and the English versions of these Terms and Conditions, the English version shall prevail.
25. These Terms and Conditions shall be governed by and construed in accordance with the Laws of the Hong Kong Special Administrative Region.
26. The below General Terms and Conditions only applicable to instalment loan with original loan amount not exceed HK\$1,200,000 :
- i. Maximum loan amount of the Loan is HKD1, 200,000. The minimum loan amount is HKD10, 000. The final approved Loan amount will be adjusted in accordance with the circumstances of Borrower.
 - ii. Borrower who has successfully apply and drawn down the personal installment loan within this Offer can enjoy the preferential annualized percentage rate ("APR") as low as 2.55%. Only "Selected Customer" Can enjoy the preferential APR and the preferential APR is calculated based on the monthly flat rate 0.072% with loan amount of HKD1, 000,000 and repayment tenor of 12 months. Under the same monthly flat rate and loan amount, the APR would be 2.73% for repayment tenor of 60 months. The calculation of APR has included 0.5% per annum loan handling fee in accordance with the loan amount and repayment tenor, and has rounded up to the nearest two decimal places. This offer only applicable to individual case subject to the final approved loan amount and credit decision. APR is a reference rate which includes the interests and other fees and charges of the product expressed as an annualized rate. APR is calculated according to the method set out in the *Code of Banking Practice*. The monthly repayment amount is rounded up to the nearest two decimal places.
 - iii. "Selected Customer" means (1) existing mortgage customer with 1 year or more relationship maintained with the Bank; or (2) existing customer with 1 year or more relationship maintained with the Bank and has HKD200,000 or above assets (including current / savings deposits, fixed deposits, securities and wealth management) maintained with the Bank; or (3) the following "Specific Occupation Persons": professionals (including doctors, pharmacists, accountants, barristers, solicitors, architects, surveyors, engineers and actuaries), civil servants, staff of tertiary institutions / universities, medical staff, teachers and bank staff; or (4) persons who obtain monthly salary HKD40,000 or above; or (5) existing payroll / Sunflower Service customer of the Bank; or (6) existing CMB Wing Lung Credit Card / unsecured loans customer with 1 year or more relationship maintained with the Bank; or (7) persons who apply CMB Wing Lung Credit Card and be approved at the same time. To enjoy the preferential interest rate of this Offer, "Selected Customer" must submit the proof of specific occupation / qualification or income proof upon Personal Instalment Loan Services application. The Bank reserves the right to the final interpretation of the definitions of "Selected Customer" and "Specific Occupation Persons". Any customer other than the above "Selected Customer" will be classified as "General Customer". Maximum loan amount of the Loan is HKD1, 200,000. The minimum loan amount is HKD10, 000. The final approved Loan amount will be adjusted in accordance with the circumstances of Borrower.
 - iv. Borrower can choose the period of 6, 12, 24, 36, 48 or 60 month as the repayment period of the Instalment Loan.
 - v. The loan handling fee of Personal Loan Services is calculated in accordance with the loan amount and repayment tenor, charged with 0.5% per annum. The loan handling fee is charged for the application of Personal Loan Services and is deducted from the approved loan amount before drawdown of Personal Loan. (Only applicable to instalment loan with original loan amount not exceed HK\$1,200,000)
 - vi. The proportion of principal and interest of instalment loan monthly repayment amount with original loan amount not exceed HK\$1,200,000 is calculated according to the formula of Rule of 78.
 - vii. For details of early repayment of loans, interest expenses saved by marking early repayment and other enquiries (if applicable), please refer to the website of CMB Wing Lung Bank www.cmbwinglungbank.com (Home>Hot Questions>Unsecured Loans).
 - viii. If the borrower fails to repay the monthly repayment amount or other payable amount on the due day as scheduled, the Loan shall (notwithstanding anything herein contained) become due immediately and the borrower shall pay overdue interest on any overdue amount from the due date up to the date of actual payment (including the date before or after judgment) at the rate of 3% per month (Annualized Interest Rate 36%) or such other rate as the Bank may announce from time to time calculated on daily basis with simple interest and the amount of overdue interest does not have minimum limit. The borrower shall pay overdue repayment fee at HKD500 for each overdue repayment and pay all other fees and expenses reasonably incurred by the Bank arising from the recovery of outstanding payment including all legal costs and expenses.
 - ix. If the borrower fully repays the Loan before the due date of the repayment tenor, the Bank will charge 1% of the approved loan amount or HKD 500 (whichever is higher) as early settlement fee and will charge a prepayment fee equal to one month's interest of the outstanding principal. The borrower must submit the application to the Bank in writing at least two working days before the due date of the repayment date if the outstanding balance of the Loan is intended to be early repaid in full.
27. The below General Terms and Conditions only applicable to fixed loan and instalment loan with original loan amount exceed HK\$1,200,000:
- i. Maximum loan amount of the Loan is HKD5, 000,000. The minimum loan amount is HKD1, 200,000. The final approved Loan amount will be adjusted in accordance with the circumstances of Borrower.
 - ii. Borrower can choose the period of 12, 24, 36, 48 or 60 month as the repayment period of the Fixed Loan or Instalment loan.
 - iii. The loan handling fee of Personal Loan Services is calculated in accordance with the loan amount and repayment tenor, charged with 0.75% of the approved loan amount. The loan handling fee is charged for the application of Personal Loan Services and is deducted from the approved loan amount before drawdown of Personal Loan.
 - iv. The proportion of principal and interest of instalment loan or fixed loan monthly repayment amount with original loan exceed HK\$1,200,000 is calculated according to the floating interest rate. Prime Rate means the Best Lending Rate from time to time quoted

by the Bank. The current prime rate is 6.125% per annum and it's subject to market fluctuations. The annualized floating interest rate applicable is subject to the financial condition of each Borrower and is solely determined by the Bank.

- v. For the fixed loan repayment, payment of Interest will be calculated on daily basis and occurred on monthly basis, borrower should repay 10% or other designated portion of the original loan amount as agreed by the Bank and borrower on every 12th instalment within repayment period, and the remaining loan amount will be repaid in the last instalment together with the interest.
- vi. If the Borrower fails to repay the amount of the monthly repayment or other payable amount on the due day thereof, the Loan shall become due immediately and the Borrower shall pay overdue interest on any overdue amount from the due date up to the date of actual payment (as well as before or after judgment) at the rate of 7% per annum over contract rate, calculated on daily basis with simple interest and the amount of overdue interest does not have minimum limit. The Borrower shall pay overdue repayment fee at HKD400 for each overdue repayment and pay all other fees and expenses reasonably incurred by the Bank arising from the recovery of outstanding payment including all legal costs and expenses.
- vii. If the borrower fully repays the Loan before the due date of the repayment tenor, the Bank will charge 0.5% of the approved loan amount per year (the part less than one year is also calculated as one year) according to the remaining loan period when the borrower fully repays the loan or HKD1, 000 (whichever is higher) as early settlement fee and will charge a prepayment fee equal to one month's interest of the outstanding principal. The borrower must submit the application to the Bank in writing at least two working days before the due date of the repayment date if the outstanding balance of the Loan is intended to be early repaid in full.

General Terms and Conditions of Balance Transfer Loan Services ("the Balance Transfer Loan")

1. CMB Wing Lung Bank Limited ("the Bank") reserves the final decision to decline any balance transfer and / or loan application without giving any reason. Once the Balance Transfer Loan application is approved, it cannot be amended or cancelled. The Bank will not accept any balance transfer loan application from any account(s) maintained with the Bank or its subsidiaries.
2. Borrower who have successfully applied for and drawdown of the Balance Transfer Loan during this Offer can enjoy the preferential interest rate as low as 3.95% of annualized percentage rate ("APR"). The preferential interest rate is calculated based on loan amount HKD1, 000,000, with repayment tenor of 12 months and monthly flat rate of 0.091%. Under the same loan amount, the monthly repayment tenor of the 60 months and monthly flat rate of 0.091%. The annualized percentage rate ("APR") is 4.27%. The calculation of the annualized percentage rate ("APR") includes 1% per annum loan handling fee in accordance with the loan amount 36 and repayment tenor, and is rounded off to the nearest two decimal places. The preferential interest rate is only applicable to individual case and the final approved APR will be adjusted, subject to the loan amount and credit approval result.
APR is a reference rate which includes the interests and other fees and charges of the product expressed as an annualized rate. APR is calculated according to the method set out in the Code of Banking Practice. The monthly repayment amount is rounded off to the nearest two decimal places.
3. The loan handling fee of Balance Transfer Loan Services is calculated in accordance with the loan amount and repayment tenor, charged with 1% per annum. The loan handling fee is charged for the application of Balance Transfer Loan Services and is deducted from the approved loan amount before drawdown of Balance Transfer Loan.
4. The maximum loan amount for Balance Transfer Loan Services is HKD1, 200,000 or 18 times of the borrower's monthly salary (whichever is lower). The minimum loan amount is HKD10, 000. The final approved loan amount of monthly salary multiple will be adjusted in accordance with the circumstances of individual borrower.
5. Borrower can choose the period of 6, 12, 24, 36, 48, 60 or 72 months as the repayment tenor of Balance Transfer Loan Services.
6. The Bank reserves the right to request additional documents and information from the borrower.
7. The Bank will complete the balance transfer process within 7 working days after issuance of the Balance Transfer Loan Offer Letter. During the period prior to the completion of the balance transfer process, the borrower must continue to repay the card issuing company or lending company to which the balance to be transferred. The borrower shall be liable to pay all overdue payment and interest and penalty incurred thereof. Interest of the Balance Transfer Loan will be calculated from the Balance Transfer Loan drawdown date.
8. The borrower must settle the outstanding amount of and / or cancel the relevant credit card or personal loan account(s) of other banks or financial institutions and provide the relevant payment record(s) of the outstanding amount and / or proof of cancellation of the credit card or personal loan account(s) of other banks or financial institutions (where applicable) to the Bank within one month or other specified time upon request by the Bank.
9. The borrower agrees and authorizes the Bank, after deduction of the Balance Transfer Loan handling fee (if applicable) from the approved Balance Transfer Loan, the Bank will (i) settle the outstanding amount, partly or wholly of the borrower's account of other banks or financial institutions designated by the borrower; or (ii) issue a cashier order, being whole or part of the amount of balance transfer, to the borrower for settlement of the outstanding amount. After confirmation of receipt of the relevant payment record(s) of the outstanding amount and / or proof of cancellation of the credit card or personal loan account(s) as stated in the clause 3 above by the Bank, the balance of the Balance Transfer Loan (if any) credited to the designated individual account of the borrower maintained with the Bank can be utilized by the borrower.
10. The Bank will not be responsible for paying any overdue payment, interest incurred or involved and any other expenses or penalties incurred (if any) and any other service charges or fees (if any) of other banks or financial institutions.
11. The amount of balance transfer of each account must not be less than HKD1, 000.
12. The borrower undertakes not to apply any credit card or loan with other banks or financial institutions within 12 months from the drawdown of the Balance Transfer Loan. The Bank has the right to collect the full amount of the Balance Transfer Loan immediately without prior notice if the borrower is in breach of this undertaking.
13. The name of the transferred account must be the same as the name of the borrower.
14. For settlement of the amount of balance transfer to the designated account (including credit card account or loan account) under the borrower's name, the Bank will not charge any administrative fee. However, the receiving bank or financial institution may debit the telegraphic transfer handling fee from the borrower's account. The Bank will not charge administrative fee for issuing the cashier order.
15. If the balance transfer and / or the release of the Balance Transfer Loan is not successful due to the problem of the accounts provided by the borrower, the Bank has the rights to charge the relevant administrative fee from the borrower in maximum of **HKD300** (calculated based on each transaction).
16. The General Terms and Conditions of Personal Loan Services are applicable to the Balance Transfer Loan. For details, please refer to the General Terms and Conditions of Personal Loan Services.

17. The Bank reserves the right to amend or terminate the respective terms and conditions without prior notice. In the event of any dispute, the decision of the Bank shall be final.

18. In case of discrepancies between the English and the Chinese versions of these Terms and Conditions, the English version shall prevail.