

Loan Agreement

1. The Borrower expressly agrees and declares that if the Loan is paid to any payee at the request of the Borrower such payment shall for all intents and purposes be deemed to be an advance of the Loan by the Lender to the Borrower pursuant to this Agreement.
2. The Borrower may at any time prepay the Loan in full by giving to the Lender 3 days' prior written notice. On the date on which such prepayment is to be made, the Borrower shall pay the Lender the principal amount outstanding, all accrued interest thereon and any other sums due and payable by the Borrower. Such interest shall accrue from day to day and shall be calculated on the basis of a year of 365 days and for the actual number of days elapsed.
3. On the early settlement date, the Lender will recalculate all interest amounts payable under this Agreement to ensure that the total interest amount will not exceed the maximum effective interest rate permissible by law and where necessary the Lender will refund such excess interest amount to the Borrower.
4. If the Borrower fails to pay the sum payable under this Agreement when due on any instalment date, the Borrower shall pay a late charge at the rate or in the amount as determined by the Lender from time to time.
5. The Borrower undertakes that so long as any amount is or may be outstanding under this Agreement, the Borrower shall promptly notify the Lender of any event or thing which would be likely to affect the ability of the Borrower to perform his/her obligations under this Agreement.
6. The entire outstanding balance of the Loan, accrued interest thereon and all other sums payable under this Agreement shall become immediately due and payable in full upon the happening of any of the following events:
 - (I) if the Borrower defaults in full payment payable on any instalment date;
 - (II) if the Borrower does not perform or observe any of his/her other obligations under this Agreement;
 - (III) if the Borrower dies or is deemed for the purposes of any law to be unable to pay his/her debts as they fall due or becomes insolvent, or admits his/her inability to pay his/her debts as they fall due;
 - (IV) if the Borrower has any execution or distress issued or levied against him/her or his/her property;
 - (V) if any representation, warranty or statement made in connection with this Agreement is incorrect;
 - (VI) if it becomes unlawful for the Lender to give effect to any of its obligations under this Agreement;or

- (VII) if any situation occurs which in the opinion of the Lender may affect the ability of the Borrower to perform his/her obligations under this Agreement.
7. Notwithstanding anything to the contrary contained in this Agreement, the Lender reserves the absolute right to modify, cancel or terminate the Loan at any time. The Loan shall be repayable by the Borrower at any time upon the Lender's first demand together with all outstanding accrued interest thereon and all other sums payable hereunder.
 8. The Lender may at any time without notice to the Borrower apply amounts standing to the Borrower's credit in any account with the Lender to reduce the Borrower's obligations hereunder.
 9. The Borrower shall indemnify and keep the Lender indemnified against all costs and expenses which are of reasonable amount and were reasonably incurred by the Lender in connection with enforcement of, or the preservation of any rights under, this Agreement including, without limitation, all costs and expenses incurred by the Lender in engaging legal advisers and/or collection agents or other agents in relation to the recovery of amounts payable under this Agreement.
 10. All payments by the Borrower under this Agreement shall be made in full without any set off or counterclaim or any deduction or withholding whatsoever.
 11. Any partial payment, waiver, postponement, time, indulgence or compromise in respect of any instalment, interest or other payment is made without prejudice to the rights of the Lender under this Agreement. Delay in the exercise or the non-exercise of any right is not a waiver of that right or any other rights.
 12. If any provision herein becomes illegal, invalid or unenforceable then the remaining provisions of this Agreement shall not be affected or impaired thereby.
 13. The Borrower may not assign any of his/her rights or transfer any of his/her obligations under this Agreement.
 14. The Lender may at any time assign or transfer any or all of its rights or obligations under this Agreement to any person without prior notice or consent of the Borrower.
 15. The Borrower agrees that the Lender may record any verbal communication (including telephone conversation) between them and all such recordings shall remain the property of the Lender and may be used as conclusive evidence in any dispute that may arise on any matters relating to this Agreement and the Loan.
 16. All notices or demands sent by the Lender may be sent by regular mail to or left at the usual or last known address of the Borrower, and shall be deemed to have been duly served 24 hours after the date of posting notwithstanding the subsequent return thereof undelivered.
 17. The Loan Repayment Schedule related to this Agreement (the "Schedule") forms part of this Agreement. Reference to this Agreement shall be taken as including the Schedule.
 18. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region ("Hong Kong") and the Borrower submits to the non-exclusive jurisdiction of the courts of Hong Kong.

19. The Borrower hereby acknowledges receipt from the Lender a true copy of this Agreement together with the Form of Summary of Provisions of the Money Lenders Ordinance (Cap. 163, Laws of Hong Kong).
20. If there is any difference between the English version of this Agreement and the Chinese version, the English version shall prevail.
21. The Borrower agrees that all information provided by the Borrower may be used and disclosed for such purposes and to such persons as may be in accordance with the Lender's policies and practices on use and disclosure of personal data as set out in the Lender's current Personal Data (Privacy) Ordinance Notification and the Borrower hereby acknowledges receipt from the Lender a copy of the Notification.
22. This Agreement and related application, declaration and/or other documentation may be negotiated, completed, signed and/or submitted (as applicable) electronically via the website/mobile application of the Lender.