

UNITED ASIA FINANCE LIMITED

(A) MonthlyRepaymentTable:

APR B.3.1	6 Months	9 Months	12 Months	15 Months	18 Months	24 Months	36 Months*	48 Months*	APR B.3.2
36.00%	1,846	1,284	1,005	838	727	590	458	396	47.40%

(The monthly repayment amount is rounded up to dollar and based on every HK\$10,000 loan amount.)

\* 36-month repayment period is applicable for loan amount HK\$80,000 or above / 48-month repayment period is applicable for loan amount HK\$150,000 or above

(B) Declaration:

I/We declare and understand that I/We shall be bound by the terms and conditions of the Prioritised Loan granted by United Asia Finance Limited (“the Company”) upon my/our acceptance of it via phone/Internet/Mobile Application. I/We also understand that my/our application is always subject to the final approval and acceptance of the Company and it is necessary to access my/our credit data held by the credit reference agency and to obtain a credit report for consideration of this application and/or for further account review which include but not limited to my/our further loan application with the Company via phone/Internet/Mobile Application/fax or whatever channels acceptable to the Company. Besides, the Company may also access Companies Registry or any other relevant departments to obtain my/our full company searches or any other relevant records to perform the background checking. I/We understand and agree that the Company may conduct such reviews to determine if my/our existing credit/loan amount should be increased or decreased or remained unchanged. Upon the approval of my/our application, the Company is authorized to transfer or deposit the said loan proceeds to my/our designated account as specified in the application form in whatever manner as the Company shall consider appropriate. I/We also understand that shall I/We draw/use any of the loan proceeds, I/We shall also be deemed to have accepted the terms and conditions of the Prioritised Loan and shall undertake to indemnify the Company for any loss and damages that may be incurred by the Company in connection with the granting of such services to me/us. The Company shall not be bound by all terms and conditions contained therein.

I/We also declare that I/We have not entered into or signed any agreement with any other person or company (“third party”) for or in relation to the procuring, negotiation, obtaining or application of the loan, guaranteeing or securing the repayment of the loan (other than any agreement with solicitors instructed by the intending borrower for the provision of legal services solely); and the third party has not charged, recovered, demanded or received and/or will not charge, recover, demand or receive any fees, charges, reward or consideration.

Full Name(s): \_\_\_\_\_ HKID Card No(s): \_\_\_\_\_

Signature(s) of Borrower(s): \_\_\_\_\_ Date: \_\_\_\_\_

- Please ensure that you understand all the terms and conditions of this Prioritised loan. You are advised not to accept this Prioritised loan if you have any doubt of it. United Asia Finance Limited reserves its absolute discretion to decline this loan application without giving reason. In case of any discrepancies between the English and Chinese version, the English version shall prevail.

Note of the Loan Agreement

- Business address of Lender: As per the address advised to the Borrower via the phone system/Internet/Mobile Application.
- Date of Agreement: Same as application date.
- Principal amount of the loan: As per the amount submitted by the Borrower via the phone system/Internet/Mobile Application.
- Date of Advance: The date of actual disbursement of the loan money to the Borrower’s designated bank account.
  - a) Number of instalments: As per the number submitted by the Borrower via the phone system/Internet/Mobile Application.
  - b) Amount of each instalment: As per the amount advised to the Borrower via the phone system/Internet/Mobile Application.
  - c) First Instalment Date: One month after the date of loan advance.
- Interest Rate (a) as stated in the APR B.3.2 column of the Monthly Repayment Table.
- Interest Rate (b) as stated in the APR B.3.1 column of the Monthly Repayment Table.

It is declared that the place of completion of the agreement was at the business address of the Lender.

For and on behalf of  
United Asia Finance Limited

Signature(s) of Borrower(s): \_\_\_\_\_

Full Name(s): \_\_\_\_\_

HKID Card No(s): \_\_\_\_\_

- A service charge of electronic transfer will be automatically deducted from the loan account and your designated bank may at its own discretion charge a handling fee deductible from your account for the inter-bank fund transfer.

MEMORANDUM OF AGREEMENT (the “Agreement”) for a loan made on the \_\_\_\_\_ between:-

- (1) UNITED ASIA FINANCE LIMITED, a licensed money lender carrying on its business at \_\_\_\_\_ and having its registered office at 21st Floor, Allied Kajima Building, 138 Gloucester Road, Wan Chai, Hong Kong (“the Lender”); and
- (2) The Borrower:-

Name : \_\_\_\_\_  
HKID : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IT IS AGREED as follows:

1. The Lender agrees to advance to the Borrower a loan in the principal amount of \_\_\_\_\_ (“the Loan”) on the \_\_\_\_\_ (“Date of Advance”).
2. (a) The Borrower shall pay the Loan, together with applicable interest thereon, by \_\_ successive monthly instalments (comprising both principal and interest) (“Instalments”). The principal portion of each Instalment (“Principal Portion”) shall be \_\_\_\_\_ less the interest amount calculated in the manner specified in Clause 3(a) but at the rate of \_\_\_\_\_.
- (b) If Clause 3(b) applies, the amount of each Instalment shall be \_\_\_\_\_. If Clause 3(b) does not apply, the amount of an instalment shall be the sum of the Principal Portion in respect of that Instalment plus interest calculated in the manner specified in Clause 3(a).
- (c) The first Instalment shall be paid on the \_\_\_\_\_ (“First Instalment Date”) or, if Clause 5 applies, on the \_\_\_\_\_ (“Deferred First Instalment Date”) and each subsequent Instalment shall be paid on the date falling on the numerically corresponding day in each subsequent month or, if there is no numerically corresponding day in a month, the last day of that month (in each case as may be extended in accordance with Clause 6 or brought forward in accordance with Clause 11) (each a “Repayment Date”).

3. (a) Interest shall accrue on the outstanding principal amount of the Loan at the rate of \_\_\_\_\_. Interest so accrued during each successive period of thirty days ("Interest Period") shall be payable as part of each successive Instalment on each successive Repayment Date. Where the Repayment Date does not fall on the last day of an Interest Period, the Principal Portion in respect of the Instalment due on the Repayment Date shall be deemed to be repaid on the last day of that Interest Period for the purpose of calculating the interest accrued on the outstanding principal amount of the Loan during the immediately following Interest Period. Interest shall accrue from day to day and shall be calculated on the basis of a year of three hundred and sixty days.
- (b) If, on a Repayment Date, the Borrower pays an interest amount calculated in the manner specified in Clause 3(a) but at the rate of \_\_\_\_\_ together with the Principal Portion in respect of the Instalment due on that Repayment Date, then the interest amount payable under Clause 3 (a) shall be taken as having been paid.
4. In addition to the interest payable under Clause 3, the Borrower shall, if the Lender so requires, pay to the Lender an up front interest computed at such rate as the Lender may deem fit. Such up front interest is payable on the Date of Advance and may be deducted from the Loan.
5. On or before the Date of Advance, the Borrower may request that the First Instalment Date be deferred to a later date. If the Lender agrees to do so, such later date shall be specified as the Deferred First Instalment Date and the Borrower shall pay to the Lender on the Date of Advance interest on the amount of the Loan calculated at the rate of \_\_\_\_\_ for the number of days in the deferred period commencing from and including the First Instalment Date up to but excluding the Deferred First Instalment Date and on the basis of a year of three hundred and sixty days. Such interest amount may be deducted from the Loan. If the Deferred First Instalment Date has not been specified, this Clause 5 shall not apply.
6. (a) The Borrower may at any time after the Date of Advance request that a Repayment Date be extended to a later date. If the Lender agrees to do so, that Repayment Date shall be so extended and each subsequent Repayment Date shall be correspondingly extended to the numerically corresponding day in each subsequent month or, if there is no numerically corresponding day in a month, the last day of that month.
- (b) If the Lender agrees to extend a Repayment Date under this Clause 6, the Borrower shall on or before the original Repayment Date pay to the Lender interest on the outstanding principal amount of the Loan calculated at the rate of \_\_\_\_\_ for the number of days in the deferred period commencing from and including the original Repayment Date up to but excluding the extended Repayment Date and on the basis of a year of three hundred and sixty days.
7. On the last Repayment Date, the Lender will determine the aggregate of all interest amounts payable under this Agreement and all sums payable under this Agreement which are deemed to be interest payable in respect of the Loan under any applicable law (the "total interest amount") and such determination shall, in absence of fraud and manifest error, be conclusive and binding on the Borrower. If the total interest amount so determined is such that the true annual percentage rate of interest in respect of the Loan (the "effective rate"), calculated in accordance with any applicable law, will exceed the maximum annual percentage rate of interest at which a person can lend or offer to lend money without committing an offence under the applicable law (the "prescribed rate"), the Lender shall promptly refund such interest amount to the Borrower so as to procure that the effective rate will not exceed the prescribed rate.
8. The Borrower may at any time prepay the Loan in full (but not in part) by paying to the Lender an amount equal to the lower of:-
  - (a) the principal amount of the Loan which would have been outstanding on the immediately preceding Repayment Date if the Borrower's obligation to pay interest on the Loan had been solely governed by Clause 3(a) without being affected by Clause 3(b) but the amount of each Instalment paid had remained at the sum of \_\_\_\_\_, plus interest on that amount calculated at the rate of \_\_\_\_\_ for the number of days in the period from and including the immediately preceding Repayment Date up to but excluding the date of prepayment and on the basis of a year of three hundred and sixty days; and
  - (b) ninety-nine percent of the aggregate of the outstanding Instalments.
9. The Borrower understands and agrees that the validity of the Loan Agreement is subject to the Lender's final approval of the Borrower's personal loan application. In the event that the Lender exercises its discretion and not to approve the personal loan application, the Company will notify the Borrower of its decision; and that the personal loan application is then deemed to be rejected by the Lender and this Loan Agreement is become invalid.
10. The notification of the approval confirmation and or the loan disbursement will be by the way of an e-mail notice, telephone advice and a Letter of Confirmation or in any other communication device(s) as the Company thinks appropriate with consent from the Borrower.
11. The Borrower understands that the Lender reserves the right to decline his application before disbursement of the loan proceeds if declared information of Borrower is found to have varied from what the Company has found during the credit evaluation process and or if the Borrower has changed his financial conditions after submission of his application.
12. The Borrower accepts that the Internet is a new and rapidly advancing technology. Accordingly, there may have limitations of the Internet technology where the Lender may not meet the Borrower's requirements or expectation. The Lender will try to reduce the risks of disclosing the Borrower's information but, in the event of unauthorized disclosure of the Borrower's information in Internet, the Lender shall be of no liability for any claim, loss or damage result therein.
13. The record of the Company in relation to the personal loan transaction effected through the Internet shall in all respects be conclusive and binding on customer.
14. The Borrower understands that if he objects to the drawdown of the loan, he has to respond to the Lender in writing, such objection has to be received by the Lender within five working days from the date of this confirmation. Any objection received by the Lender after the 5-working day period shall be void and of no effect whatsoever. The Borrower also understands that upon his withdrawing or using of the loan proceeds or any part thereof (which includes utilization of his designated account in such a way that the credit balance in such amount falls below the amount of the loan), whichever is earlier, the Borrower will be regarded as having accepted all the terms and conditions for the loan.
15. The Lender may from time to time introduce new services or products to be made available to the Borrower including but not limited to the Bonus Points Program which shall be governed by the specific terms of such Bonus Points Program notified by the Lender to the Borrower separately.
16. The Company reserves the right to add to, delete and/or to vary any of these Terms and Conditions upon notice to customer.
17. The Borrower undertakes to keep and procure his assigned code for the purpose of accessing his individual account in Internet and will inform the Company as soon as practicable if he knows or suspects that any person has misused his code for accessing his individual account with the Company and be liable for all losses if he acts fraudulently or with gross negligence including failing to properly advise the Company for allowing any third party to misuse his code. However, the Borrower will not be responsible for indirect, special or consequential loss or damages resulted therein.
18. The Borrower represents and warrants to the Lender that:-
  - (a) the Borrower has the power to enter into and perform this Agreement;
  - (b) this Agreement constitutes the Borrower's legal, valid and binding obligations enforceable in accordance with its terms;
  - (c) the entry into and performance by the Borrower of this Agreement do not and will not conflict with any document which is binding on the Borrower or any asset of the Borrower; and
  - (d) no litigation, arbitration or administrative proceedings are current or, to the Borrower's knowledge, pending or threatened, which might, if adversely determined, have a material adverse effect on the business or financial condition of the Borrower or the ability of the Borrower to perform his/her obligations under this Agreement.
19. The Borrower undertakes that so long as any amount is or may be outstanding under this Agreement, the Borrower shall:-
  - (a) promptly upon becoming aware of it, notify the Lender of any event or thing which would be likely to materially and adversely affect the ability of the Borrower to perform his/her obligations under this Agreement; and
  - (b) procure that the Borrower's obligations under this Agreement do and will rank at least pari passu with all his/her other present and future unsecured obligations, except for those mandatorily preferred by law.
20. If:-
  - (a) the Borrower does not pay on the due date any amount payable by the Borrower under this Agreement; or
  - (b) any representation, warranty or statement made in connection with this Agreement is incorrect when made; or
  - (c) the Borrower does not perform or observe any of his/her obligations (other than payment obligations) under this Agreement; or
  - (d) it becomes unlawful for the Lender to give effect to any of its obligations under this Agreement; or
  - (e) the Borrower dies or is, or is deemed for the purpose of any law to be, unable to pay his/her debts as they fall due or insolvent, or admits inability to pay his/her debts as they fall due,the Lender may, by written notice to the Borrower, demand that the next Instalment shall be repayable on an earlier date specified in the notice and each subsequent Instalment shall be repayable on the date immediately following the due date of the preceding Instalment or on such other date as may be specified in the notice.
21. The Borrower shall indemnify and keep indemnified the Lender in full against all costs and expenses incurred by it in connection with the enforcement of, or the preservation of any rights under, this Agreement including, without limitation, all costs and expenses incurred by it for engaging legal advisers or other agents in relation to the recovery of amounts payable under this Agreement.
22. The Borrower shall by written notice inform the Lender of any change to the information provided in the loan application form in respect of the Loan within one month of the change.
23. Any partial payment, waiver, postponement, time, indulgence or compromise in respect of any instalment or interest 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.
24. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.
25. The Borrower authorises the Lender to supply, furnish or disclose in writing or otherwise such information relating to the Borrower known to the Lender to such persons, corporations, banks or financial institutions as may be necessary for the purposes of evaluating or reviewing the credit status of the Borrower or for the recovery of any sum

due from the Borrower to the Lender under this Agreement or for the enforcement of this Agreement.

26. The Borrower hereby acknowledges receipt from the Lender a Chinese translation of this Agreement. If there is any inconsistency between Chinese translation and the English text of this Agreement, the English text shall prevail to the extent of the inconsistency.
27. All notices or other communications (collectively "Communications") under or in connection with this Agreement shall be given in writing, which includes sending such Communications electronically by email or through a downloadable link sent by SMS or email. All Communications shall be deemed to have been given when delivered (if sent by hand) or 2 days after the posting of the Communications by ordinary post (if sent by post) or the next day after the Communications is sent by email or after the downloadable link to the Communications is sent through SMS or email, in each case to the address/email address/mobile number of the recipient stated in this Agreement and according to the choice of the Borrower (if such choice has been made in this Agreement or informed to the Lender). However, a notice received on a non-working day or after business hours will only be deemed to be given on the next working day.
28. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the Borrower submits to the non-exclusive jurisdiction of Hong Kong courts.
29. It is hereby declared that this Agreement is negotiated and completed at \_\_\_\_\_.
30. The Borrower hereby acknowledges receipt from the Lender of 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).

(800-049)

**THIS DECLARATION FORMS PART OF THE LOAN AGREEMENT / MEMORANDUM OF AGREEMENT ("the Agreement") EXECUTED BY BORROWER  
DATED: \_\_\_\_\_ IN FAVOUR OF UNITED ASIA FINANCE LIMITED ("the Lender")**

In consideration of your granting a loan (Loan No.: \_\_\_\_\_) to me/us, I/we hereby declare that the terms of the Agreement have been fully explained to me/us including the following major terms, namely,

- (1) the interest rate is \_\_\_\_\_ % per annum;
- (2) the total amount of interest payable under the Agreement (on the assumption that I am / we are punctual to pay all instalments) is HK\$ \_\_\_\_\_;
- (3) the amount of monthly instalment is HK\$ \_\_\_\_\_ under the Agreement;
- (4) the total amount of repayment under the Agreement (on the assumption that I am / we are punctual to pay all instalments) is HK\$ \_\_\_\_\_;
- (5) the possible consequences for any default in repayment include but are not limited to the following:
  - (a) I / we shall have to pay overdue interest on the amount outstanding at the aforesaid overdue interest rate in addition to the contractual interest under the Agreement;
  - (b) You have the right to demand immediate full repayment of the entire outstanding debt and to enforce all securities (if any) under the Agreement, e.g. taking possession of the property mortgaged to you and to sell it to settle the debt due to you; and
  - (c) I / we shall have to fully indemnify you and keep you fully indemnified against all costs and expenses incurred in connection with the enforcement of the terms of the Agreement.

Furthermore, I/we hereby declare that I/we have not entered into or signed agreement with following person or company ("third party") for or in relation to the procuring, negotiation, obtaining or application of the loan, guaranteeing or securing the repayment of the loan (other than any agreement with solicitors instructed by the Borrower for the provision of legal service solely).

In addition, I/we hereby declare that I/we have not been charged, recovered, demanded or received and will not be charged, recovered, demanded or received any fees, charges, reward or consideration by any third party for any purpose in relation to the loan herein.

I/We have also been advised to seek independent legal advice in respect of the above.

**IMPORTANT NOTE:**

**Please note that it is an offence for a person to fraudulently induce a money lender to lend money by false or misleading statement or dishonest concealment of material facts.**

**You should make full and honest disclosure of the above information on the involvement of any third parties in relation to the loan for the protection of your own interests.**

The provisions of the Money Lenders Ordinance summarized below are important for the protection of all the parties to a loan agreement, and should be read carefully. The summary is not part of the law, and reference should be made to the provisions of the Ordinance itself in case of doubt.

**Summary of Part III of the Ordinance - Money Lenders Transactions**

Section 18 sets out the requirements relating to loans made by a money lender. Every agreement for a loan must be put into writing and signed by the borrower within 7 days of making the agreement and before the money is lent. A copy of the signed note of the agreement must be given to the borrower, with a copy of this summary, at the time of signing. The signed note must contain full details of the loan, including the terms of repayment, the form of security and the rate of interest. An agreement which does not comply with the requirements will be unenforceable, except where a court is satisfied that it would be unjust not to enforce it.

Section 19 provides that a money lender must, if requested in writing and on payment of the prescribed fee for expenses, give the original and a copy of a written statement of a borrower's current position under a loan agreement, including how much has been paid, how much is due or will be due, and the rate of interest. The borrower must endorse on the copy of the statement words to the effect that he has received the original of the written statement and return the copy as so endorsed to the money lender. The money lender must retain the copy of the statement so returned during the continuance of the agreement to which that statement relates. If the money lender does not do so he commits an offence. The money lender must also, upon a request in writing, supply a copy of any document relating to the loan or security. But a request cannot be made more than once per month. Interest is not payable for so long as the money lender, without good reason, fails to comply with any request mentioned in this paragraph.

Section 20 provides that the surety, unless he is also the borrower, must within 7 days of making the agreement be given a copy of the signed note of the agreement, a copy of the security instrument (if any) and a statement with details of the total amount payable. The money lender must also give the surety, upon request in writing at any time (but not more than once per month) a signed statement showing details of the total sum paid and remaining to be paid. The security is not enforceable for so long as the money lender, without good reason, fails to comply.

Section 21 provides that a borrower may at any time, on giving written notice, repay a loan together with interest to the date of repayment, and no higher rate of interest may be charged for early repayment.

This provision, however, will not apply where the money lender is recognized, or is a member of an association recognized, by the Financial Secretary by notice in the Gazette in force under section 33A(4) of the Ordinance.

Section 22 states that a loan agreement is illegal if it provides for the payment of compound interest, or provides that a loan may not be repaid by instalments. A loan agreement is also illegal if it charges a higher rate of interest on amounts due but not paid, although it may provide for charging simple interest on that part of the principal and interest outstanding at a rate not exceeding the rate payable apart from any default. The illegal agreement may, however, be declared legal in whole or in part by a court if the court is satisfied that it would be unjust if the agreement were illegal because it did not comply with this section.

Section 23 declares that a loan agreement with a money lender and any security given for the loan will not be enforceable if the money lender was unlicensed at the time of making the agreement or taking the security. The loan agreement or security may, however, be declared enforceable in whole or in part by a court if the court is satisfied that it would be unjust if the agreement or security were unenforceable by virtue of this section.

**Summary of Part IV of the Ordinance - Excessive Interest Rates**

Section 24 fixes the maximum effective rate of interest on any loan (the "effective rate" is to be calculated in accordance with the Second Schedule to the Ordinance). A loan agreement providing for a higher effective rate will be unenforceable and the lender will be liable to prosecution. This maximum rate may be changed by the Legislative Council but not so as to affect existing agreements. The section does not apply to any loan made to a company which has a paid up share capital of not less than \$1,000,000 or, in respect of any such loan, to any person who makes that loan.

Section 25 provides that where court proceedings are taken to enforce a loan agreement or security for a loan or where a borrower or surety himself applies to a court for relief, the court may look at the terms of the agreement to see whether the terms are grossly unfair or exorbitant (an effective rate of interest exceeding the rate specified in the section, may be presumed, on that ground alone, to be exorbitant), and, taking into account all the circumstances, it may alter the terms of the agreement in such a manner as to be fair to all parties. This section does not apply to any loan made to a company which has a paid up share capital of not less than \$1,000,000 or, in respect of any such loan, to any person who makes that loan.

(此乃譯文，一切以英文為準)

亞洲聯合財務有限公司

(A) 每月還款表：

年利率 B.3.1	6 個月	9 個月	12 個月	15 個月	18 個月	24 個月	36 個月*	48 個月*	年利率 B.3.2
36.00%	1,846	1,284	1,005	838	727	590	458	396	47.40%

(每月還款額以最接近之整數為單位，及以每 HK\$10,000 貸款金額計算)

\*還款期 36 個月只適用於貸款金額達 HK\$80,000 或以上 / 還款期 48 個月只適用於貸款金額達 HK\$150,000 或以上

(B) 聲明：

本人/吾等確認及明白透過電話/網上/手機應用程式接受亞洲聯合財務有限公司(「貴公司」)所提供之「優先批核貸款」將構成接受「優先批核貸款」之條款及條件。本人/吾等亦明白所有申請乃需貴公司之正式批核及接受，並明白貴公司需接觸有關信貸資料機構查閱本人/吾等之信貸記錄及索取有關報告以作此項貸款申請及其後貴公司作戶口審查之用，包括但不限於本人/吾等其後向貴公司以電話/網上/手機應用程式/傳真或其他貴公司認可之途徑再次申請貸款。此外，貴公司亦可能會接觸公司註冊處或其他相關部門以查閱本人/吾等完整公司查冊或其他相關報告作背景審查之用。本人/吾等明白及同意貴公司可進行該等戶口審查，以判斷本人/吾等之信貸額應否增加、減少或維持不變。一經貴公司正式批核及接受後，貴公司可將貸款以轉賬或其他方式存入根據本人/吾等較早時於貸款申請表內指定之銀行戶口。同時，本人/吾等若動用該筆貸款，將被視為已接納該「優先批核貸款」之條款及條件，並須承擔就使用該項服務所產生之一切風險。本項服務之所有條款及條件將不會對貴公司有任何約束力。

本人/吾等亦聲明本人/吾等在本貸款申請中沒有因促致、洽商、取得或申請該筆貸款，或因擔保或保證該筆貸款的償還，或由於與該等事務有關，而與任何其他人或公司(「第三方」)達成或簽訂了任何協議(借款人與其委任的律師純粹為提供法律服務而達成或簽訂的協議除外)；及本人/吾等在本貸款申請中不曾及/或將來亦不會被第三方徵收、追討、要求或收受任何費用、收費、報酬或代價。

姓名：\_\_\_\_\_ 香港身份證號碼：\_\_\_\_\_

簽署：\_\_\_\_\_ 日期：\_\_\_\_\_

- 閣下在接納此「優先批核貸款」時，應清楚明白所有條款及條件為止。否則您不應接受該項貸款。本公司保留權利拒絕客戶的申請而毋須提供任何理由。如本聲明中文版本與英文版本有任何歧義，則以英文版本為準。

**Note of the Loan Agreement**

- Business address of Lender: As per the address advised to the Borrower via the phone system/Internet/Mobile Application.
- Date of Agreement: Same as application date.
- Principal amount of the loan: As per the amount submitted by the Borrower via the phone system/Internet/Mobile Application.
- Date of Advance: The date of actual disbursement of the loan money to the Borrower's designated bank account.
  - a) Number of instalments: As per the number submitted by the Borrower via the phone system/Internet/Mobile Application.
  - b) Amount of each instalment: As per the amount advised to the Borrower via the phone system/Internet/Mobile Application.
  - c) First Instalment Date: One month after the date of loan advance.
- Interest Rate (a) as stated in the APR B.3.2 column of the Monthly Repayment Table.
- Interest Rate (b) as stated in the APR B.3.1 column of the Monthly Repayment Table.

It is declared that the place of completion of the agreement was at the business address of the Lender.

For and on behalf of  
**United Asia Finance Limited**

Signature(s) of Borrower(s): \_\_\_\_\_

Full Name(s): \_\_\_\_\_

HKID Card No(s).: \_\_\_\_\_

- 電子轉賬服務費用將會從有關貸款賬戶內自動扣除。另閣下指定的收款銀行亦可能於閣下之收款賬戶扣除轉賬服務手續費。

本協議備忘錄(下稱「本協議」)於\_\_\_\_\_以下雙方簽訂：

- (1) 亞洲聯合財務有限公司，持牌放債人，其營業地址為\_\_\_\_\_，其註冊辦事處為香港灣仔告士打道 138 號聯合鹿島大廈 21 樓(下稱「貸款人」)；及
- (2) 借款人：\_\_\_\_\_
- 香港身份證號碼：\_\_\_\_\_
- 地址：\_\_\_\_\_

雙方協議如下：

1. 貸款人同意在\_\_\_\_\_ (下稱「放款日」)將貸款金額\_\_\_\_\_ 港元(大寫港元 \_\_\_\_\_ 元)(下稱「本貸款」)支付予借款人。
2. (a) 借款人應按分期還款次數 \_\_\_\_\_ 期，連續每月支付分期還款(包括本金和利息)(下稱「分期還款」)，以償還本貸款及應付利息。每次分期還款的本金部份(下稱「本金部份」)的數額為每次分期還款金額\_\_\_\_\_ 減去利息額，該利息額按本協議第 3 條(a)款方式計算，但所採用的利率則為年利率 \_\_\_\_\_ %。

- (b) 如果本協議第 3 條(b)款適用時，每次分期還款的金額為\_\_\_\_\_。如果本協議第 3 條(b)款不適用，則分期還款的金額為該次分期還款的本金部份加上按本協議第 3 條(a)款計算的利息。
- (c) 首次分期還款應在\_\_\_\_\_ (下稱「首次還款日」) 支付，但如果本協議第 5 條適用時，則首次分期還款應在\_\_\_\_\_ (下稱「推遲首次還款日」) 支付，此後每次分期還款應在下一個月的同日支付，如該月無相同號數日，則在該月的最後一天支付(每次付款日可根據本協議第 6 條規定延後或根據本協議第 11 條規定提前)(上述各還款日下稱「還款日」)。
3. (a) 本貸款未償本金應按年利率 \_\_ %計息。每三十天(下稱「計息期」)按此所生之利息應作為每次分期還款一部份，在每次還款日支付。如果還款日不是一個計息期的最後一天，則在計算下一個緊接著的計息期中未償本金所產生的利息時，應將在該還款日應付之分期還款的本金部份視作已在該計息期的最後一天償還。利息以每年為三百六十日按日計算。
- (b) 如果借款人在還款日支付了按本協議第 3 條(a)款所述方式計算(但所採用的利率為年利率 \_\_\_\_ %)的利息及該還款日到期應付分期還款的本金部份時，則第 3 條(a)款規定應付的利息將視為已經支付。
4. 除本協議第 3 條規定應付的利息外，借款人還應在貸款人要求時向貸款人支付一項按貸款人認為適當的利率計算的預繳利息，該預繳利息應在放款日支付，並可從本貸款中扣除。
5. 借款人可在放款日或之前要求將首次還款日推遲。如果貸款人同意，該推遲日期應在本協議第 2 條(c)段註明，而借款人應在放款日向貸款人支付一項利息，該利息以本貸款金額為基數，按年利率 \_\_\_\_\_ %計算，計息天數從首次還款日開始至推遲首次還款日為止(包括首次還款日，但不包括推遲首次還款日)以每年為三百六十日按日計算。上述利息額可從本貸款中扣除。如果本協議第 2 條(c)段未註明任何日期，本第 5 條則不適用。
6. (a) 借款人可在放款日後任何時間要求將某一還款日推遲。如果貸款人同意，則該還款日應按要求推遲，此後每個還款日也應順延到下一個月的同日，在沒有相同號數日的月份，則以該月的最後一天為還款日。
- (b) 如果貸款人同意按本第 6 條規定將還款日推遲，借款人應在原還款日或之前，向貸款人支付一項利息，該利息以本貸款未償金額為基數，按年利率 \_\_\_\_\_ %計算，計算天數從原還款日到推遲還款日為止(包括原還款日，但不包括推遲還款日)，利息以每年為三百六十日按日計算。
7. 貸款人將在最後還款日確定本協議項下全部應付利息，以及所有本協議項下應付的及根據任何適用法律被視為本貸款應付利息的金額兩者之總和(下稱「利息總額」)。在無欺詐和明顯錯誤的情況下，貸款人所作的確定是決定性的，對借款人有約束力。如果按上述規定所確定的利息總額，使本貸款按任何適用法律計算的真實年利率(下稱「實際利率」)，超出任何人在不違反該適用法律的前提下所能夠收取或提出的最高貸款年率(下稱「規限利率」)，則貸款人應立即向借款人退還足夠數額的利息，使實際利率不超過規限利率。
8. 借款人可隨時向貸款人支付以下兩金額中的較低者，提前全額償還(但不得部份償還)本貸款：
- (a) 在上一個還款日本貸款的未償本金額(假設借款人支付本貸款利息的義務只受第 3 條(a)款管轄而不受第 3 條(b)款的影響，但借款人已支付的每一筆分期還款始終是每次分期還款金額 \_\_\_\_\_)，加上按年利率 \_\_\_\_\_ %計算的利息，計息天數從上一個還款日起至提前還款日為止(包括上一個還款日，但不包括提前還款日)，以每年為三百六十日按日計算；及
- (b) 未償分期還款總額的百分之九十九。
9. 借款人明白及同意此協議備忘錄須得到貸款人的最後審批始為有效。如貸款人最終拒絕接納借款人的貸款申請。借款人將獲通知其申請結果，而該貸款申請將被貸款人視作正式撤消，及此協議備忘錄即作無效。
10. 貸款人將以電郵、電話及書面通知申請人有關其貸款審批結果及放款事宜。貸款人亦可於獲得借款人同意下以其他方式通知有關其貸款審批結果。
11. 借款人明白到若其填報的資料失誤或其經濟狀況於遞交貸款申請表後有所改變而未能即時通知貸款人，則貸款人於貸款發放前保留權利撤銷任何有關該貸款的批准。
12. 借款人同意網上交易是一項全新及發展迅速的資訊科技產品。因此，借款人明白到網上交易的科技可能有某些方面的局限而未能滿足借款的要求。貸款人將盡力保密有關借款人的個人資料，貸款人將不須承擔因非授權下洩露借款人資料而造成的追討、損失或索償。
13. 貸款人所保留有關網上的貸款紀錄，有關紀錄將視為有效法律文件及對借款人有約束力。
14. 借款人明白若他反對接納該筆貸款，他必須以書面提出反對，而該反對函必須在本確認書日期起的五個工作天內為貸款人所收到。在該五個工作天後才收到的反對函乃屬無效及不具任何效力。借款人同時明白到若其提取或使用該等貸款或其任何部份，包括借款人使用所指定的戶口，令該戶口的結餘低於該貸款的金額(兩者以較早發生者為準)，則借款人會被視作已接受所有關於該貸款的條款和細則。
15. 貸款人可不時向借款人推介新的產品或服務(包括但並不限於積分累積計劃)，但均受特定的條款所約束。貸款人會將該等特定條款分別通知借款人。
16. 貸款人保留權利增刪或更改任何有關本章則內的條款，有關更改將另行通知借款人。
17. 借款人承諾將貸款人所給予的私人密碼保密而只作進入其網上戶口之用。若借款人得悉或懷疑任何人士盜用其私人密碼而進入其網上戶口之用則借款人須即時通知貸款人。若借款人進行欺詐或蓄意造成疏忽(包括未能即時通知貸款人關於他的私人密碼為第三者所使用)，則借款人須承擔貸款人由此所產生的損失。但借款人將不須負責由此而造成的間接或特別的損失或賠償。
18. 借款人向貸款人聲明和保證如下：
- (a) 借款人有權力訂立和履行本協議；
- (b) 本協議構成借款人合法的、有效的、有約束力的義務，並且該義務可按照本協議的條款強制執行；
- (c) 借款人簽訂和履行本協議不會與對借款人或借款人的任何資產有約束力的任何文件發生衝突；及
- (d) 不存在正在進行的訴訟、仲裁或行政聆訊，一旦裁決對借款人不利就可能會對借款人的經營、財務狀況或履行本協議義務的能力產生實質性不利影響，並且就借款人所知，也沒有面臨此類訴訟、仲裁或行政聆訊的威脅。
19. 借款人承諾，在本協議項下如有任何款項未支付或可能未支付，則：
- (a) 借款人在知道任何可能會對借款人履行本協議義務的能力產生實質性和不利影響的任何事件和事物後，應立即通知貸款人；及
- (b) 借款人應保證，其在本協議項下的義務至少與其現在或將來其它所有無抵押的義務具有同等法律地位，但法律有強制規定優先的義務除外。
20. 如果：
- (a) 借款人到期未能支付本協議規定應付的任何款項；或
- (b) 任何與本協議有關的聲明、保證或陳述在作出時有不正確之處；或
- (c) 借款人不履行或不遵守其在本協議承擔的任何義務(除付款義務之外)；或
- (d) 貸款人履行本協議項下其任何義務將構成非法行為；或
- (e) 借款人死亡，或無力或被任何法律視作無力清償到期應付的債務或資產不抵償，或借款人承認無力清償到期應付的債務。
- 則貸款人可書面通知借款人，要求借款人按通知中規定的日期提前支付下一次分期還款，此後每一次分期還款應在上次分期還款到期日後的第二天支付，或在按通知中指定的日期支付。
21. 因強制執行本協議或保全本協議項下的任何權利而產生的所有費用和支出，包括但不限於聘用法律顧問或其他代理人追償本協議項下應付款項而發生的所有費用和開支，一概由借款人負責賠償並使貸款人獲得補償。
22. 如果借款人在本貸款的借款申請表中所提供的資料發生任何變化，借款人應在一個月內書面通知貸款人。
23. 對任何分期還款或利息款項的部份支付、放棄、推遲、延期、寬限或讓步，均不損害貸款人在本協議項下的權利。推遲行使或不行使本協議項下的任何權利，均不構成對該權利或其他任何權利的放棄。
24. 如果現在或將來本協議某一條款在某個司法管轄地區內為不合法、無效或不能強制執行者，均不影響本協議的其他條款在該司法管轄地區內的有效性或可強制執行性，也不影響該條款或本協議其他條款在其他司法管轄地區內的有效性或可強制執行性。
25. 借款人授權貸款人以書面或其他方式向有關人士、公司、銀行或金融機構提供或披露貸款人所知道的，與借款人有關的資料，以便評估或審查借款人的資信狀況，或向借款人追償本協議規定應支付給貸款人的款項，或強制執行本協議的條款。
26. 借款人在此確認從貸款人收到本協議的中文譯本。如本協議中、英文本內容出現不一致時，以英文本為準。
27. 本協議規定的或與本協議有關的所有通知或通訊(統稱「通訊」)，均應以書面作出，涵蓋以電子方式透過電郵或經電話短訊或電郵透過發送可供下載連結而作出，所有通訊應按本協議所述的收件人地址、電郵地址、手提電話號碼及根據借款人的選擇(如借款人有在本協議作出選擇或有通知貸款人其選擇的話)發出，由專人遞交的，在遞交時視為送達，通過普通平郵郵寄的，在投寄兩天後視為送達，以電子方式作出的，在電郵發出通訊或透過電話短訊或電郵發送可供下載連結的翌日視為送達。如果在非工作日或下班後收到通訊，則視為在下一個工作日送達。
28. 本協議受香港法律管轄並按香港法律進行解釋。借款人接受香港法庭的非排他性司法管轄。
29. 雙方在此聲明，本協議於\_\_\_\_\_由雙方協商及完成。
30. 借款人在此確認從貸款人收到本協議書的真實文本，並且也收到《放債人條例》(香港法例第 163 章)的內容摘要。

本聲明文件將與借款人於\_\_\_\_\_向亞洲聯合財務有限公司(「貸款人」)所簽訂之借貸協議/備忘錄(下稱「該協議」)之一部份。

鑑於貸款人向 本人 / 吾等借出此貸款(戶口號碼：\_\_\_\_\_ )，本人 / 吾等謹此聲明本人 / 吾等已獲貸款人清楚解釋該協議的條款，包括以下主要條款：

- (1) 利息為年利率\_\_\_\_\_ %;
- (2) 該協議須支付的利息總額(假設本人 / 吾等按時支付所有供款)為 HK\$ \_\_\_\_\_;
- (3) 該協議之每月供款額為 HK\$ \_\_\_\_\_;
- (4) 該協議總共須償還的款額(假設本人 / 吾等按時支付所有供款)為 HK\$ \_\_\_\_\_;
- (5) 任何拖欠還款行為的可能後果，包括但不限於：-
  - (a) 除了按該協議需要支付貸款本身的利息之外，本人 / 吾等需就過期欠款支付逾期利息；
  - (b) 貸款人有權要求本人 / 吾等即時償還所有欠款及就該協議所提供的抵押品採取執行收回的行動，例如收回按揭物業的管有權並將之出售以償還欠款；及
  - (c) 本人 / 吾等須向貸款人就執行該協議條款的費用及開銷作出全面彌償。

本人 / 吾等謹此聲明本人 / 吾等因促致、洽商、取得或申請此貸款，或因擔保或保證此貸款的償還，或由於與該等事務有關，而不曾與以下人或公司(下稱「第三方」)達成或簽訂了協議(本人 / 吾等與其委任的律師純粹為提供法律服務而達成或簽訂的協議除外)。

此外，本人 / 吾等謹此聲明本人 / 吾等不曾而將來亦不會因任何與此貸款申請的目的而被第三方徵收、追討、要求或收受任何費用、收費、報酬或代價。

本人 / 吾等亦獲貸款人建議，本人 / 吾等可就此貸款的各項情況徵詢獨立的法律意見。

**重要提示：**

**請注意，任何人藉虛假、誤導性陳述或不誠實地隱瞞重要事實，而欺詐地誘使放債人貸出款項，即屬犯罪。**

**你必須完整和誠實地披露上述涉及貸款的第三方的資料，以保障你自己的利益。**

以下所列的《放債人條例》條文撮要，對保障訂立貸款協議的各方均至為重要，應小心閱讀。該撮要並非法例的一部分，如有疑問，應參閱《放債人條例》有關條文。

《放債人條例》第 III 部撮要－放債人進行的交易

本條例第 18 條列出關於放債人作出貸款的規定。每份貸款協議須以書面訂立，並由借款人於該協議作出後的 7 天內及於該筆款項貸出之前簽署。在簽訂協議時，須將已簽署的一份協議摘記，連同本撮要一份給予借款人。該摘記須載有該宗貸款的詳盡細則，包括還款條款、保證形式及利率。不符合上述規定的協議不得予以強制執行，除非法庭信納不強制執行該協議並不公平。

本條例第 19 條訂定，如借款人提出書面要求及就有關開支而支付訂明費用，則放債人須將該借款人在貸款協議下當時的債務情況(包括已還款項、到期或即將到期的款項及利率)的結算書正本及副本一份給予借款人。借款人須在該結算書的副本上簽註文字，表示已經收到該結算書的正本，並將經如此簽註的該結算書副本交回該放債人。放債人則須在與該結算書有關的協議持續期間保留該份已交回的結算書副本。如放債人不照辦，即屬犯罪。如借款人提出書面要求，放債人亦須供給與該宗貸款有關或與保證有關的任何文件的副本。但上述要求，不得在一個月內提出超過一次。放債人如無充分理由而沒有遵照本段所述的要求辦理，則不得收取在該等要求沒有照辦期間的利息。

本條例第 20 條訂定，除非保證人亦是借款人，否則須在協議作出後的 7 天內，給予保證人一份已簽署的協議摘記、一份保證文書(如有的話)及詳列須支付款項總額的結算書。如保證人在任何時間提出書面要求(不得在一個月內超過一次)，放債人須給予他一份已簽署並詳列已支付款項總額及尚欠款項總額的結算書。放債人如無充分理由而沒有遵照辦理，則不得在該項要求沒有照辦期內強制執行該項保證。

本條例第 21 條訂定，借款人以書面通知後，可隨時將貸款及計算至還款日期為止的利息償還，放債人不得因借款人提早還款而徵收較高利率。

放債人如是財政司根據《放債人條例》第 33A(4)條以憲報公告認可的放債人或認可的社團的成員，則上述條文不適用。

本條例第 22 條述明，任何貸款協議如訂定須支付複利或訂定不准以分期方式償還貸款，均屬非法。此外，任何貸款協議如訂定到期而未支付的款項須收取較高利率，亦屬非法，但該協議可訂定，未償還的本金部分及利息須收取單利，但利率不得超過在沒有拖欠的情況下須支付的利率；但如法庭信納，該協議如因不符合本條規定而成為非法並不公平，則可宣布該份非法協議全部或部分合法。

本條例第 23 條述明，如放債人在訂立貸款協議時或接受貸款保證時並未領有牌照，則與該放債人訂立的貸款協議及給予他的保證不得強制執行；但如法庭信納，該協議或保證如因本條規定而不能強制執行並不公平，則可宣布該協議或保證的全部或部分可予強制執行。

《放債人條例》第 IV 部撮要－過高利率

本條例第 24 條釐定任何貸款的最高實際利率(“實際利率”須按照本條例附表 2 計算)。任何貸款協議如訂定更高的實際利率，則不得強制執行，而放債人亦可被檢控。此最高利率可由立法會予以變更，但已存在的協議則不受影響。對於向繳足款股本不少於\$1,000,000 的公司作出的貸款或作出如此貸款的人，本條並不適用。

本條例第 25 條訂定，在強制執行貸款協議或強制執行貸款保證的法庭法律程序中，或在借款人本人或保證人本人向法院申請濟助時，法庭可查察該協議的條款，以視該等條款是否極之不公平或利率過高(實際利率如超過本條指明的利率，即可單憑該理由而推定該利率過高)，而法庭在顧及所有情況後，可將該協議的條款更改，使其對協議各方均公平。對於向繳足款股本不少於\$1,000,000 的公司作出的貸款或作出如此貸款的人，本條並不適用。