

LOAN AGREEMENT (Without Security)/貸款協議書(無擔保)**Important Notice to Borrower :**

This Loan Agreement (the “**Agreement**”) is an important legal document. Before signing this Agreement (including but not limited to by way of electronic means) or otherwise signifying your agreement to the terms and conditions hereunder (including but not limited to oral agreement via recorded phone line), you should read this Agreement carefully. You have the right to seek independent legal advice from solicitors of your own choice to make sure that you understand the terms and conditions contained in this Agreement, and your commitment and the full consequences of your signing or otherwise agreeing to this Agreement.

If you sign this Agreement or otherwise signify your agreement to the terms and conditions hereunder, you will be legally bound by the terms and conditions of this Agreement. If more than one of you sign this Agreement or otherwise signify your agreement to the terms and conditions hereunder as borrower, the terms and conditions of this Agreement will bind all of you jointly and also each of you on your own. Accordingly, all payments from time to time payable under this Agreement will be payable by all of you jointly and also each of you on your own.

If you fail to pay us any sum due in accordance with the terms and conditions of this Agreement, our rights include the right to demand immediate repayment of the outstanding amount of the loan facility and all interest accrued thereon and all other sums owing to us under this Agreement.

You acknowledge that you have been provided with a copy of (and you have read and understand) this Agreement.

給借款人的重要通知：

本貸款協議書（“**協議書**”）是一份重要的法律文件。在簽署本協議書（包括但不限於通過電子方式）或以其他方式表示您同意（包括但不限於通過錄音電話線口頭同意）本協議書之條款及條件之前，務請你小心閱讀本協議書。你有權向你自己選定的律師徵詢獨立的法律意見，以確保你明白本協議書的條款及條件，以及你所作的承諾和你簽署本協議書或以其他方式表示您同意本協議之條款及條件的全部後果。如簽署本協議書或以其他方式表示同意本協議之條款及條件的借款人多於一位，所有借款人，無論以整體及個別而言，均會受到本協議書的條款及條件所約束。因此，一切不時根據本協議書而須支付的款項將須由所有借款人，無論以整體及個別而言，支付。

如你簽署本協議書或以其他方式表示您同意本協之條款及條件，你在法律上將受到本協議書的條款及條件所約束。

如你未能按照本協議書的條款及條件如期支付任何款項，我們的權利包括要求你立即支付貸款安排項下仍未償還的本金總額及由此產生的全部利息，以及按本協議書你須支付給我們的任何其他費用。

你確認已獲得本協議書的副本（及已經閱讀並完全理解本協議書）。

<p>THIS AGREEMENT is made</p>	<p>本協議書由下列雙方簽訂。</p>
<p>BETWEEN :-</p>	<p>(1) 勵力士財務服務香港有限公司，是一家在香港註冊成立的公 司，其註冊辦公室是香港中環交易廣場 2 座 25 樓 （“貸款人”）（包括其繼承人及承讓人）；及</p>
<p>(1) ORIX FINANCE SERVICES HONG KONG LIMITED, a company incorporated and registered in Hong Kong having its registered office at 25/F, Two Exchange Square, 8 Connaught Place, Central, Hong Kong (including its successors and assigns) (the “Lender”); and</p>	<p>(2) 借款人其名稱及地址或其註冊辦公室地址的詳情載於本協議書附表 I 的第一部份（包括其繼承人及承讓人）（“借款人”或“借款人”）。</p>
<p>(2) The borrower whose name(s) and address(es) / registered office(s) is(are) more particularly set out in Part I of Schedule I hereto (including its successors and assigns) (the “Borrower” or “you”).</p>	<p>借款人已向貸款人申請而貸款人亦已同意按本協議書的條款及條件向借款人提供貸款安排（“貸款安排”），有關貸款安排的貨幣及數額載列於本協議書附表 I 的第二部份。</p>
<p>The Borrower has applied to the Lender and the Lender has agreed to make available to the Borrower a loan facility for the currency in the amount set out in Part II of Schedule I hereto (the “Facility”), upon and subject to the terms and conditions hereinafter specified.</p>	<p>雙方在此同意：</p>
<p><u>NOW IT IS HEREBY AGREED :-</u></p>	<p>1. 放款</p>
<p>1. <u>Disbursement</u></p> <p>1.01 The Facility shall be disbursed to the account designated by the Borrower in one lump sum according to the Lender’s standard schedule for disbursements for personal loans on or after the date of fulfillment of all the conditions precedent as specified in Clause 5 below.</p>	<p>1.01 貸款安排下之全部款項將在下文第 5 條所述的全部先決條件得到履行當日或之後根據貸款人的個人貸款的標準放款時間表一次性支付到借款人指定的賬戶。</p>
<p>2 <u>Interest and Repayment</u></p>	<p>2. 利息及還款</p>
<p>2.01 The Borrower shall repay to the Lender the Loan together with interest by the number of equal successive monthly payments in such amount (the “Monthly Payments”) as set out in the repayment schedule in Part III of Schedule I hereto (the “Repayment Schedule”) until the Loan, interest and all other monies due hereunder shall be fully repaid and satisfied. The first Monthly Payment shall be made on the date as specified in Part II of Schedule I hereto and all subsequent Monthly Payments shall be made on the same day of each and every succeeding month (the “Repayment Date”, subject to the adjustment as indicated in the Repayment Schedule where any Repayment Date that would otherwise fall on a non-Business Day or where any Repayment Date that would otherwise be a day that does not exist in a certain month (e.g. where the first Monthly Repayment is 31st January but the 31st day does not exist in certain subsequent months).</p>	<p>2.01 借款人須按本協議書附表 I 第三部份的還款表（“還款表”）所述的付款期數及款額（“每月付款額”）連續分期每月等額一同償還貸款及利息，直至貸款、利息及根據本協議書應予支付的全部其他款項已完全清償為止。首每月付款額須按本協議書附表 I 第二部份所述的日子支付，而一切其後的每月付款額須於往後連續每月的同一日子（“還款日”，但對於任何將屬於非營業日的還款日或任何某月份並不存在之還款日（例如，首月付款日是 1 月 31 日，但隨後某月份並不存在 31 日），將按照還款表中所示的調整）支付。</p>
<p>2.02 In the event of default by the Borrower in the payment of any sum payable under or pursuant to this Agreement on the due date, the Borrower shall pay to the Lender interest on such sum from and including the date of such default to the date of actual payment (before or after judgement) at the default interest rate specified in Part II of Schedule I hereto.</p>	<p>2.02 如借款人未能到時支付本協議書項下任何應予支付的款項，借款人須向貸款人支付該款項由應付日期（包括該日）起至實際付款日期（不論在判決前或後）的利息，利率按本協議書附表 I 第二部份所述的逾期還款利率計算。</p>
<p>2.03 All payments from time to time payable by the Borrower to the Lender, whether principal, interest or otherwise, shall be paid in full to the Lender on the due date in cleared funds free of any present or future taxes, duties, fees or withholdings and without any set-off or counter-claim or any condition or deduction whatsoever. In the event that the Borrower is required by any law or regulation to make any deduction or withholding from any payment to the Lender, the Borrower shall pay over to the relevant taxation or other authorities the full amount of such deduction or withholding and shall, simultaneously with the payment from which such deduction or withholding has been required, pay to the Lender such additional amounts as will result in the receipt by the Lender of a net amount equal to the full amount which would otherwise have been receivable had no such deduction or withholding been required.</p>	<p>2.03 借款人不時應向貸款人支付的一切款項，不論是本金、利息或其他，須在到期日以立即可動用的資金支付予貸款人，還款資金沒有或不涉及任何現時或將來的稅項、關稅、費用或預扣，亦不得有任何抵銷或反索賠或任何條件或扣減。倘若借款人須按法律或法例規定從其應向貸款人的任何款項中作出任何扣減或預扣，借款人須向有關稅務或其他部門完全清付該等扣減或預扣的款項，並須在支付上述扣減或預扣款項的同時，向貸款人支付額外款項，以使貸款人收到如果無須扣減或預扣時貸款人會收到的全部款項。</p>
<p>2.04 If the Lender is required by law to make any payment on account of tax (other than tax on its overall net income) or in relation to any payments received or payable to the Lender under this Agreement or any liability in respect of any such payment is asserted, imposed, levied or assessed against the Lender, the Borrower shall, upon demand of the Lender and whether or not such payment or liability be correctly or legally asserted, imposed, levied or assessed, indemnify the Lender against such payment or liability, together with any interest, penalties and expenses payable or incurred in connection therewith.</p>	<p>2.04 如果貸款人按法律規定須繳交稅款（不包括淨收益總額所得稅）或針對貸款人在本協議書項下收到或應向其支付的任何款項而貸款人須支付任何款項，或貸款人被要求、徵收、收取或評估與任何有關該等付款責任，借款人須在貸款人提出要求後，不論此等付款或責任是否被正確或合法地要求、徵收、收取或評估，向貸款人賠償該等付款或責任，連同任何有關的利息、罰款及支出。</p>
<p>2.05 The Borrower agrees to maintain valid and effective direct debit authorization (“DDA”) with the account bank (the “Repayment Account Bank”) of your designated repayment account “Repayment Account”) and you also confirm that you have authorized the Lender to provide details of the DDA (which you have provided to the Lender, and also confirmed over the phone, on or prior to the date hereof and which are set out in Schedule III hereto for records) to the Lender’s banker and/or banker’s correspondent so that the Lender can send instructions or the Lender’s banker and/or banker’s correspondent can send instructions on behalf of the Lender to your Repayment Account Bank to effect transfers from your Repayment Account to settle any of your payment obligations that shall fall due from time to time (including but not limited to all Monthly Payments). You agree that you shall not cancel your existing DDA with your Repayment Account Bank for so long as any sum remains outstanding hereunder unless and until a replacement DDA is put in place in accordance with this Clause 2.05. You agree to indemnify the Lender and hold the Lender harmless against all actions, claims, proceedings, loss, damages, costs and expenses which may be brought against the Lender or the Lender’s banker and/or banker’s correspondent or suffered or incurred by the Lender or the Lender’s banker and/or banker’s correspondent arising directly or indirectly out of or in connection with acting upon your DDA.</p>	<p>2.05 借款人同意在其指定還款賬戶（“還款賬戶”）的賬戶銀行（“還款賬戶銀行”）保持有效的直接付款授權（“DDA”），並確認您已授權貸款人提供 DDA 的詳細信息（即您在本協議生效日或之前提供給貸方並通過電話確認，並列於本協議附表 III 以供記錄）給貸款人的銀行和/或銀行往來行，以便貸款人可以，或以便貸款人的銀行和/或銀行往來行可以代表貸款人，向您的還款賬戶銀行發送指示，從您的還款賬戶進行轉賬，以結清您在本協議書項下不時到期的任何付款義務（包括但不限於所有每月付款額）。您同意，當您在本協議書項下有不時到期的任何付款義務仍未清償，除非已經根據本協議第 2.05 設置有效的直接付款授權取替，否則您不得在您的還款賬戶銀行取消您現有的 DDA。您同意賠償並使貸款人或貸款人的銀行和/或銀行往來行免受可能針對貸款人或貸款人的銀行和/或銀行往來行與按照您的 DDA 行事而產生或與之相關的所有訴訟、索賠、訴訟、損失、損害、成本和費用的損害。</p>
<p>3. <u>Commitment Fee/Handling Fee NIL.</u></p>	<p>3. 承諾費/手續費無。</p>
<p>4. <u>Prepayment</u> With at least 7 days’ prior notice to the Lender and subject to such conditions as the Lender may require, the Borrower may on any Repayment Date prepay to the Lender all (but not any part) of the Loan upon payment of the outstanding Loan together with interest accrued up to such Repayment Date. Any amount so prepaid shall not be available for re-borrowing.</p>	<p>4. 提前還款 如以不小於七天事先通知貸款人並在貸款人可能要求的條件規限下，借款人可於任何還款日向貸款人提前償還貸款的全部（但不可能部分）連同截至該還款日的應計利息。按此方式提前償還的任何款項不得再借。</p>
<p>5. <u>Conditions Precedent</u> The obligation of the Lender to make available the Facility shall be conditional upon the Borrower having delivered to the Lender all the documents listed in Schedule II hereto (each to be in form and substance satisfactory to the Lender in all respects) (the “Conditions Precedent”).</p>	<p>5. 先決條件 貸款人提供貸款安排的責任是以貸款人收到本協議書附表 II 所載列的全部文件（而文件在形式和內容上任何方面使貸款人滿意）（“先決條件”）為先決條件。</p>
<p>6. <u>Representations and Warranties</u> The Borrower represents and warrants to the Lender at the date of this Agreement and throughout the period of the Loan and so long as the Loan or any other sum remains owing hereunder that:</p>	<p>6. 聲明及保證 借款人向貸款人聲明及保證在本協議生效日，在貸款的整個存續期內，及只要貸款或本協議書項下仍有任何款項尚未清償： (a) 借款人擁有充分的權力、授權及法定權利擁有其財產、資產、經營其業務及按本協議書借取上述貸款，並訂立及承擔本協議書項下的各項責任；此外，並未發生違約事件（如第 8 條所述）； (b) 借款人為 18 歲或以上及擁有香港身份證； (c) 借款人有健全思想，並能勝任參與及履行本協議之責任； (d) 就本協議借款人提交給貸款人的所有文件及資料（包括</p>

<p>(a) the Borrower has full power, authority and legal capacity to own your property and assets, to carry on your business, to borrow the Loan on the terms of this Agreement and to enter into, and assume the obligations under this Agreement and no event of default (as described in Clause 8 hereof) has occurred;</p> <p>(b) the Borrower holds a valid Hong Kong identity card with age over 18;</p> <p>(c) the Borrower is of sound mind and are competent to enter into and perform your obligations hereunder;</p> <p>(d) all documents and information (including personal data and financial information) provided to the Lender by you or on your behalf in connection with the Facility are true, complete and accurate;</p> <p>(e) this Agreement constitutes the valid and legally binding obligations of the Borrower enforceable in accordance with their terms subject to general equitable principles and bankruptcy law;</p> <p>(f) neither the borrowing of the Loan nor the performance by the Borrower of your obligations under this Agreement will conflict with any obligation applicable to the Borrower or result in or oblige the Borrower to create any encumbrance on any of your assets and the Borrower is not in default nor has committed any breach of or under any agreement to which the Borrower is a party or by which the Borrower may be bound;</p> <p>(g) there are no current, pending or threatened actions or proceedings before any court, arbitrator, administrative tribunal or governmental authority which might materially and adversely affect the business, assets or condition (financial or otherwise) or operations of the Borrower's ability to perform the obligations under this Agreement; and</p> <p>(h) no steps have been taken nor have any legal proceedings been started or threatened for the bankruptcy of the Borrower.</p>	<p>(e) 個人及財務資料)均是真實、完整及準確；本協議書構成借款人在法律上有有效的及有約束力的義務，並可按照該文件的條款執行，但須受制於普通平衡法規及破產法；</p> <p>(f) 借款人借取上述貸款或履行其於本協議書項下的任何義務，將不會抵觸適用於借款人的任何義務，或導致或強迫借款人就其任何資產設定留置權。此外，借款人亦沒有不履行或違反任何其為一方或其受約束的任何協議；</p> <p>(g) 目前並無發生於任何法院、仲裁員、行政審判庭或政府部門正在進行的、懸而未決或威脅進行而可能對借款人的業務、資產或狀況（財務上或其他的）或經營，或其履行其在本協議書項下的義務的能力有嚴重負面影響的訴訟或法律程序；及</p> <p>(h) 目前並無任何人提出或開始或威脅提出任何法律程序或步驟，導致借款人破產。</p>
<p>7. Undertakings The Borrower undertakes with the Lender that throughout the period of the Loan and for so long as the Loan or any other sum owing hereunder remains outstanding, the Borrower will:-</p> <p>(a) if so required by the Lender, provide the Lender with such information relating to the Borrower's financial position;</p> <p>(b) forthwith notify the Lender of any material litigation, arbitration or administrative proceedings which are brought or threatened against the Borrower;</p> <p>(c) as soon as it becomes aware of the same, notify the Lender of any occurrence which could materially and adversely affect the ability of the Borrower to perform your obligations under this Agreement;</p> <p>(d) ensure that your obligations under this Agreement at all times rank at least <i>pari passu</i> with all liabilities of the Borrower, except for any statutory preference applicable in the bankruptcy of the Borrower;</p> <p>(e) obtain all authorisations required from any governmental or other authority for or in connection with the execution, enforceability, validity, performance and admissibility in evidence in proceedings of this Agreement; and</p> <p>(f) comply with all laws, regulations, authorisations and obligations applicable to the Borrower and pay all taxes imposed on the Borrower when due.</p>	<p>7. 承諾 借款人向貸款人作出承諾，在貸款的存續期內及在貸款或本協議書項下任何其他欠款未被清償之前，借款人將會：</p> <p>(a) 如貸款人提出要求，向貸款人提供有關借款人財政狀況的資料；</p> <p>(b) 迅速通知貸款人任何針對借款人提出或威脅提出的重大訴訟、仲裁或行政程序；</p> <p>(c) 在其知悉發生任何可以對借款人履行其在本協議書項下義務的能力有嚴重負面影響的事件時，立即通知貸款人；</p> <p>(d) 確保其在本協議書項下的義務至少與借款人的所有負債具有同等受償地位，但在借款人破產時適用的任何法定優先受償除外；</p> <p>(e) 獲得一切就本協議書的簽署、執行、效力、履行或該等文件在訴訟中作為證據的可接納性，而需要從任何政府部門或其他部門獲得的批准；及</p> <p>(f) 遵守適用於借款人的所有法律、規定、批准和義務，以及在到期時支付向其徵收的一切稅款。</p>
<p>8. Events of Default Upon the occurrence of any of the following events (each an "Event of Default") :-</p> <p>(a) if the Borrower shall:-</p> <p>(i) fail to pay on the due date to the Lender any sum due under this Agreement; or</p> <p>(ii) default in the due performance or observance of any of the terms, conditions and undertakings or any other provisions of this Agreement;</p> <p>(iii) become bankrupt or shall be unable to pay your debts as they fall due; or</p> <p>(iv) decease;</p> <p>(b) if it becomes impossible or unlawful for the Borrower to fulfil your obligations contained in this Agreement;</p> <p>(c) if any event occurs or does not occur which, in the reasonable opinion of the Lender, may imperil or prejudice its rights under this Agreement; or</p> <p>(d) under any other circumstances where the Lender chooses to exercise its overriding right to repayment on demand by deciding, with or without reason, that acceleration of the repayment of the Facility is appropriate,</p> <p>then the Lender may at any time thereafter terminate the Facility and demand immediate repayment of the outstanding amount of the Loan and all interest accrued thereon and all other sums owing hereunder.</p>	<p>8. 違約事件 當發生下列任何事件（每項均會被視為違約事件）：-</p> <p>(a) 如果借款人：-</p> <p>(i) 未能在到期日向貸款人支付本協議書項下應付的任何款項；或</p> <p>(ii) 未能適當履行或遵守本協議書或其為一方的擔保文件的任何條款、條件及承諾或任何其他規定；或</p> <p>(iii) 破產或借款人在其債項到期時無力清償債項；或</p> <p>(iv) 去世；</p> <p>(b) 如果借款人履行其於本協議書項下的責任成為不可能或不合法；或</p> <p>(c) 如果任何事件發生或不發生，而令貸款人合理認為其於本協議書項下的權利受到損害或影響；或</p> <p>(d) 在其他情況下，導致貸款人具有或沒有原因下認為提早還款是適合的決定，貸款人自行使凌厲性權利要求借款人提早償付，</p> <p>則貸款人可在上述任何違約事件發生後隨時終止貸款安排及要求立即清還貸款的欠債金額及由此產生的全部利息及本協議書項下欠付的一切款項。</p>
<p>9. Expenses All reasonable legal fees and expenses, stamp duties, taxes and registration fees incurred by the Lender in connection with the enforcement of the Lender's rights hereunder, if any, shall be borne by the Borrower.</p>	<p>9. 開支 貸款人執行本協議書項下的貸款人權利而所招致的一切合理的法律費用及開支，印花稅，其他稅項及登記費用須由借款人承擔。</p>
<p>10. Assignment 10.01 The Borrower may not assign any of its rights, benefits or obligations hereunder without the prior written consent of the Lender.</p> <p>10.02 The Lender may at any time without consent from the Borrower assign or transfer all or any part of its rights or obligations under this Agreement to any one or more assignee or transferee and after such assignment or transfer the expression the "Lender" shall be deemed to include such assignee or transferee to the extent of their respective interests. The Lender may disclose any information concerning the Borrower to any potential assignee, transferee or sub-participant as it considers appropriate.</p>	<p>10. 轉讓 10.01 未經貸款人事前的書面同意，借款人不可轉讓其在本協議書項下之任何權利、利益或責任。</p> <p>10.02 在無須得到借款人的同意下，貸款人可隨時轉讓或出讓其在本協議書項下全部或任何部份的權利或義務予一家／位或多家／位受讓人或承讓人，在有關轉讓或出讓生效後，“貸款人”一詞將被視作包括有關受讓人或承讓人的相應權益。貸款人在其認為適當的時候，可向任何可能的受讓人、承讓人或次參與者透露關於借款人的資料。</p>
<p>11. Notices Any notices or demand under this Agreement shall (without prejudice, in the case of notices or demands by the Lender to the Borrower, to any other effective mode of giving or making the same) be in writing and shall be delivered or sent to the Lender or the Borrower (as the case may be) at their respective addresses set out in this Agreement or such other address as may have been notified by either party to the other in writing for that purpose, and shall be deemed to have been delivered (a) if given or made by post, when actually delivered to the relevant address or three (3) days after being mailed, if sent by prepaid registered mail, and (b) if given or made by fax or sent by email, the first (1st) Business Day following the day of successful transmission.</p>	<p>11. 通知 本協議書項下發出的任何通知或要求（如通知或要求由貸款人向借款人發出，在不影響任何其他有效方式發出或作出通知或要求的情況下）須以書面作出，並交付至或送交至貸款人或借款人（視情況而定，）各自於本協議書內列明的地址或為此日的一方可能已經以書面通知對方的地址及(a)如果用郵件發出或作出，有實際交付至有關地址時，或者，如果用郵資預付掛號發出後三(3)天，應被視為送達及(b)如果用傳真電子或郵件發出，在發出次日的第一(1)個營業日，應被視為送達。</p>
<p>12. Service of Process In the event of any action being commenced in relation to this Agreement, the Borrower agrees that the process by which such action is commenced shall be sufficiently served on the Borrower, and shall be deemed to have been so served, if addressed to the Borrower and left at or sent by post to the address of the Borrower set out in Schedule I hereto. Notice of any change of its address for service in Hong Kong may be given to the Lender in writing by the Borrower, in which case the new details of the new address will only apply with effect from the fifteenth (15th) day after receipt of such notice by the Lender. If service of process on the Borrower is</p>	<p>12. 法律程序文件送達 如果有人提出與本協議書有關的任何訴訟，借款人同意，提出上述訴訟的法律程序文件，如以借款人為收件人並留在或郵寄至載於本協議書附表 I 的借款人地址，即視為已向借款人有效送達。借款人香港送達地址的任何變更通知，可由借款人以書面形式發給貸款人，在此情況下，關於新的借款人地址的新詳情，將於貸款人收到上述通知後的第十五 (15) 日起生效適用。如果因送達地址不再存在或其他原因而無法向借款人送達法律程序文件，則借款人同意，在香港發行的一份日報上以公告形式刊登上述法律程序文件，即為有效送達該法律程序文件，法律程序文件應據此視為已於上述公告刊登之日有效送達。</p>

	<p>impracticable because the address for service has ceased to exist or otherwise, the Borrower agrees that the process shall be sufficiently served by inserting an advertisement of such process in an issue of a daily newspaper in Hong Kong, whereupon service shall be deemed to have been effected on the day of publication of such advertisement.</p>
<p>13. Waiver; Remedies Cumulative No failure or delay on the part of the Lender to exercise any power, right or remedy under this Agreement shall operate as a waiver hereof, nor shall any single or partial exercise by the Lender of any power, right or remedy preclude any other or further exercise of any other power, right or remedy, nor shall the giving by the Lender of any consent to any act or thing which by the terms of this Agreement requires such consent prejudice the Lender's right to withhold or give consent to the doing of any other similar act or thing. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law or in equity, by statute or otherwise.</p>	<p>13. 棄權；補救措施累積性 貸款人未行使或延誤行使本協議書項下的任何權力、權利或補救措施時，不應作為放棄該權力、權利或補救措施、以及貸款人任何單獨或部分行使該權力、權利或補救措施時，不應妨礙任何其他或進一步行使任何其他權力、權利或補救措施；貸款人按本協議書條款規定須予同意而對任何行為或事項給予的任何同意不得妨礙貸款人就作出任何其他類似行為或事項不予同意或給予同意的權利。本協議書中規定的各項權利及補救措施是累積性的，並不排除法律或衡平法、法規或其他方面規定的任何權利或補救措施。</p>
<p>14. Contracts (Rights of Third Parties) Ordinance Subject to Clause 10 on Assignment, no person other than the Lender, and the Borrower will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of this Agreement.</p>	<p>14. 合約(第三者權利)條例 受第 10 條款轉讓管制,本協議為合同雙方的利益而作出,而非意在賦予一個利益,或由並不是本協議的任何人(“第三者”)可以強制執行或賦予任何利益。</p>
<p>15. Governing Law This Agreement, all documents related thereto and the rights and obligations of the Lender and the Borrower in respect of the Loan shall be governed by Hong Kong law, and each of the parties hereto hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong.</p>	<p>15. 管轄法律 本協議書,與本協議書相關的所有文件以及貸款人及借款人在貸款項下的權利及責任方面均受香港法律管轄。本協議書的每一方服從香港法院非專屬性質的司法管轄權。</p>
<p>16. Severability Any provision of this Agreement prohibited by or unlawful or unenforceable under any applicable law shall, to the extent required by such law, be severed from this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement. Where however the provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law to the effect that this Agreement shall be a valid and binding agreement enforceable in accordance with its terms.</p>	<p>16. 可分割性 本協議書的任何條文如按任何適用法律而遭禁止或屬不合法或無法實施時,須就該法律規定的限制之內,將其從本協議書中分割出來並盡可能在毋須修改本協議書餘下的各項條文的情況下使其成為無效力。如任何有關的適用法律條文可被放棄,雙方在此放棄有關條文以達致,於有關法律規定的限制之內,本協議書應根據其條款保持有效及有約束力。</p>
<p>17. Language This Agreement is written in English and accompanied by its Chinese translation. The Chinese translation is for reference purposes and only the English version is intended to have legal effect.</p>	<p>17. 文字 本協議書是使用英文文本及附有其中文譯本。中文譯本只作參考用,英文文本被視作有法律效力。</p>
<p>18. Personal Data (Privacy) Ordinance The Lender's policies and practices in relation to personal data and the Personal Data (Privacy) Ordinance is set out in the online application and is otherwise available on request by writing to its Data Protection Officer at 25th Floor, Two Exchange Square, 8 Connaught Place, Central, Hong Kong. The said policies and practices form an integral part of this Agreement and shall be deemed incorporated into this Agreement accordingly. The Borrower agrees to be bound by such policies and practices and the use of the Borrower's data in accordance with such policies and practices.</p>	<p>18. 個人資料(私隱權)條例 如在線申請中所述與個人資料(私隱權)條例有關之貸款人政策及處理辦法,此等政策及處理辦法可透過書面形式向位於香港中環交易廣場 2 座 25 樓的資料保護專員索取。此等政策及處理辦法是本協議書之組成部份,並須因此被視為納入本協議書內。借款人同意受該等政策及處理辦法約束及同意貸款人根據該等政策及處理辦法使用借款人的資料。</p>
<p>19. Miscellaneous 19.01 A certificate signed by any officer of the Lender as to the amount due from the Borrower hereunder shall, in the absence of manifest error, fraud or negligence, be conclusive and binding on the Borrower.</p>	<p>19. 雜項 19.01 如無明顯錯誤、欺詐或疏忽,由貸款人的任何負責人員就本協議書項下借款人所欠款額所簽署的證明文件即為最終定論,並對借款人有約束力。</p>
<p>19.02 The Borrower hereby agrees that the Lender may disclose details of and relating to all or any transactions or dealing between the Lender and the Borrower under this Agreement to any credit reference bureau or agency, debt collection agency and/or to any bank, credit card company, deposit taking company or any other person or entity providing credit facilities or otherwise engaged in the provision of financial services, and the Borrower further agrees that any such credit reference bureau or agency, debt collection agency and/or bank, credit card company, deposit taking company or other person or entity may utilise such details in the course of its business.</p>	<p>19.02 借款人在此同意貸款人可將本協議書項下貸款人及借款人之間及有關的交易或事務往來的詳情向任何信貸資訊調查局或機構及/或任何銀行、信用卡公司、接受存款公司或任何提供信貸安排或以其他形式從事提供金融服務的其他人士或實體作出披露,借款人並同意任何該等信貸資訊調查局或機構、追收代理及/或銀行、信用卡公司、接受存款公司或其他人士或實體在其業務過程中可使用該等詳情。</p>
<p>19.03 The Borrower agrees that if the Borrower repudiate this loan agreement under 8(a)(i) we may disclose details of this loan agreement and any other agreement between you and us (including but not limited to all information relating to your account with us) to any credit reference bureau (including but not limited to TransUnion Limited and Dun & Bradstreet (HK) Ltd.) or agency or any entity which provides for checking of credit information and / or debts recovery services (collectively "CRAs").</p>	<p>19.03 借款人同意如借款人按 8(a)(i)項拒絕執行本協議書,貸款人可將本協議書及借款人與貸款人簽訂之任何其他協議之詳情(其中包括但不限於所有借款人与貸款人之賬戶有關之資料),向任何資訊調查局(包括但不限於環聯資訊有限公司及美國鄧白氏商業資料(香港)有限公司)或代理或提供信貸查詢服務及/或債務追討服務之單位(合稱“信用諮詢機構”)披露。</p>
<p>19.04 The Borrower agrees that, notwithstanding other agreement between the Borrower and the Lender, the CRAs may retain the above details disclosed to them if the Borrower fail to pay any money under this loan agreement for a period of over 60 days, the Borrower may only revoke the agreement mentioned above after the expiry of 5 years from the date of final settlement of all sums due under this loan agreement.</p>	<p>19.04 借款人謹此承認並同意,儘管借款人与貸款人之間有其他協議,倘若借款人在本協議書下之賬戶逾期欠款超過 60 天,信用諮詢機構可保存上述之資料。借款人只可於此協議書下之逾期欠款獲最後全數清還之日起計五年屆滿後,撤銷上述之授權,及向信用諮詢機構要求銷毀或歸還此等資料。</p>
<p>19.05 The Borrower also agrees that the CRAs may use the details for the purpose of their ordinary business. The Borrower is responsible for all costs and expenses which may be incurred by the Lender in connection with any engagement the Lender may have with the CRAs from time to time.</p>	<p>19.05 借款人同意,信用諮詢機構可就其一般業務使用該等向其披露之資料。借款人亦須承擔有關貸款人不時聘用之信用諮詢機構所招致之一切開支及費用。</p>
<p>19.06 The Borrower hereby agrees that the Lender shall be entitled at any time to combine or consolidate all or any of the Borrower's accounts with the Lender or its affiliates (whether current, deposit or of any other nature whatsoever, whether in your own name or in joint names) with any liabilities due, owing or incurred to the Lender and set off or transfer any sum or sums in any currency standing to the credit of any one or more of such accounts in or towards satisfaction of any of the Borrower's said liabilities on any account or under or pursuant to any agreement or undertaking or in any other respect whatsoever, whether such liabilities be actual or contingent, primary or collateral, or several or joint. The Lender shall give notice to the Borrower that it has exercised its set-off rights under this Clause 19.06 as soon as practicable after doing so.</p>	<p>19.06 借款人在此同意,貸款人有權隨時將借款人之賬戶或存款賬戶、其他任何性質的賬戶或以自己的名義或以聯名的名義與未付、欠付或招致對貸款人的任何款項作出合併或綜合並把記入任何一個或多個上述賬目貸方任何貨幣的任何款額將之抵銷或轉帳以清償借款入因任何原因或依據或按照任何協議或保證或任何其他方面的任何該等款項,不論該等款項為實有或是或有負債,主要的或是附屬的負債,或各自的或是共同的負債。貸款人應在其按本 19.06 條行使其之抵銷權利後切實可行的範圍內盡快通知借款人。</p>
<p>19.07 The Borrower hereby agrees that the Lender may at any time in its sole and absolute discretion use the services of a third party or third parties (and whether debt collection agencies or otherwise) to collect or assist it in collecting amounts owing for the time being hereunder by the Borrower to the Lender and agrees, in such event, that the Borrower shall be solely responsible for all the costs and expenses reasonably incurred by the Lender in so doing and shall keep the Lender fully indemnified in this regard. The Borrower's attention is specifically drawn to the provisions of this Clause which may lead to the Borrower incurring additional costs and expenses.</p>	<p>19.07 借款人在此同意貸款人可完全及絕對酌情決定隨時使用一第三方或諸第三方(不論是否收債代理公司或其他公司)的服務收取或協助其收取本條款項下當時借款人所欠貸款人的款額,並同意在此情況下借款人須單獨負責因貸款人每次作出上述使用而引致的所有費用和支出,以及同意就此方面向貸款人作出足額賠償。借款人須特別注意本條款可能使借款入引致附加費用及支出的規定。</p>
<p>19.08 Notwithstanding anything to the contrary contained in this Agreement, the Company may, in its sole and absolute discretion, modify, cancel or terminate the Loan or any part thereof at any time without any liability. In such event, the balance of the Loan together with all outstanding accrued Interest thereon and all other sums payable hereunder shall be repayable by you at any time upon the Company's first demand.</p>	<p>19.08 在不違背本協議的情況下,貸款人擁有不時修改、取消或終止貸款的部分或全部的唯一及絕對酌情權。貸款人有權在任何時候向借款人行使立即償付之權利,要求借款入將貸款餘額,連同未清繳的累計利息及相關費用一併償付。</p>

19.09	Clause headings are inserted for convenience only and shall be ignored in the interpretation of this Agreement.	19.09	條款標題僅為方便目的而加插，在解釋本協議書時不必理會。
19.10	Time shall be the essence of this Agreement.	19.10	時間是本協議書的成立要素。
19.11	A "Business Day" shall mean a day on which banks in Hong Kong are open for business (except Saturday).	19.11	「營業日」指在香港的銀行開門營業之日（星期六除外）。
20.	<u>Binding Effect</u> This Agreement shall only come into force and become effective when both the Borrower and the Lender have executed this Agreement (including but not limited to by way of electronic means) or you have otherwise signified your agreement to the terms and conditions hereunder (including but not limited to oral agreement via recorded phone line) and this Agreement shall be deemed to be made on the date on which when both parties have signed this Agreement or when you have otherwise signified your agreement to the terms and conditions hereunder.	20.	約束力 本協議書只會於借款人及貸款人簽署本協議書（包括通過電子方式）或您以其他方式表示同意（包括但不限於通過錄音電話口頭同意）本協議後方開始執行及生效，雙方簽署本協議書或您以其他方式表示同意本協議之條款及條件之日將被視作為本協議書的訂立日期。
21.	<u>Engagement of Third Party (If applicable)</u> The Borrower confirms and declares that, before entering into this offer, you have not entered into or signed any Agreement (the " Third Party Agreement ") with any person (" Third Party ") for or in relation to procuring, negotiating, obtaining or application of the Facility, guaranteeing or securing the repayment of the Facility (other than an Agreement with solicitors instructed by you for the provision of legal service solely). Copy of the Borrower's Third Party Confirmation (if any) is attached.	21.	使用第三方（如適用） 借款人確認及聲明： 在訂立此要約之前，沒有因促致、洽商、取得或申請此信貸安排，或因擔保或保證此信貸安排的償還，或由於與該等事務有關，而與任何人（下稱「 第三方 」）達成或簽訂了任何協議（下稱「 第三方協議 」）（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。 已經夾附借款人第三方協議確認（如有）。

This Agreement was agreed by the Lender and the Borrower on [date].
貸款人及借款人於 20____年____月____日訂立本協議。

The place of negotiation and completion of the agreement: 25/F, Two Exchange Square, 8 Connaught Place, Central, Hong Kong
貸款協議的磋商及完成地點: 香港中環交易廣場 2 座 25 樓

The Borrower has acknowledged that, before agreeing to this Agreement orally via the aforementioned recorded phone call, attention has been drawn to the content of the "Important Notice to Borrower" as set out in the front page.
借款人確認在通過上述錄音電話口頭同意本協議之前，已被通知留意首頁的“給借款人的重要通知”的內容。

SCHEDULE I
附表 I

Part I 第一部份

The Borrower 借款人

Name 名稱 : []

Address 地址 : []

Identity Card No.
身份證號碼 : []

Part II 第二部份

Details of the Facility 貸款安排詳情

Agreement No. 協議書編號 : []

Currency 貨幣: : Hong Kong Dollars 港幣

Facility Amount 貸款安排金額 :
Words 文字 : []
Figures 數字 : HK\$[]

Monthly Flat Rate 每月平息 : []%

Annualised Percentage Rate : []% per annum
實際年利率

Default Interest 逾期還款利率 : []% per annum

Loan Period 貸款期限 : [] months / 個月

Number of Monthly Payments : [] monthly payments / 期付款
付款期數

Amount of each Monthly Payment#: HK\$[]
每月付款額 港幣[]元

Payment Dates : [] day of every month commencing from [], subject to the adjustment as indicated in the Repayment Schedule
還款日 由[]年[]月[]日開始每月[]日，並按照還款表中所示的調整

Prepayment Fee : NIL
無

Commitment Fee/Handling Fee : NIL
承諾費/手續費 無

Purpose of the Facility : Financing the Borrower's personal use
貸款安排的用途 借款人個人的財務需要

The Drawdown Date of the Loan : []
提取貸款日期

Part III 第三部份

Repayment Schedule 還款表*

***Note 附註：**

Please refer to the attached repayment schedule.

請參閱附上之還款表。

SCHEDULE II
附表 II

Conditions Precedent Documents/先決條件文件

1. This Agreement duly signed by the Borrower (including but not limited to by way of electronic means) or the Borrower having otherwise signified the Borrower's agreement to the terms and conditions of this Agreement (including but not limited to oral agreement via recorded phone line).
經借款人正式簽訂的本協議書（包括通過電子方式）或以其他方式表示借款人同意（包括但不限於通過錄音電話線口頭同意）本協議之條款及條件。
2. Copy of the Hong Kong identity card of the Borrower.
香港身份證的副本。
3. Evidence satisfactory to the Lender for the address of the Borrower.
令貸款人滿意的證據以證明借款人的地址。
4. Such other documents relating to any of the matters contemplated herein as the Lender may reasonably request.
貸款人可合理要求的本協議書內預期有關的任何事項的其他文件。

SCHEDULE III
附表 III

Records of the Borrower's Direct Debit Authorization

(to be filled by the Beneficiary 此欄由受益人填寫)

DIRECT DEBIT AUTHORISATION 直接付款授權書

Name of party to be credited (the "Beneficiary") 收款的一方 (「受益人」)	Bank No. 銀行號碼	Branch No. 分行號碼	Account No. 戶口號碼
ORIX Finance Services Hong Kong Limited	0 1 2	8 7 5	0 0 6 1 1 4 8 4

- I/We hereby authorise my/our below-named bank (the "Bank") to effect transfers from my/our account to the Beneficiary in accordance with such instructions as my/our Bank may receive from the Beneficiary and/or its banker and/or its banker's correspondent from time to time provided always that the amount of any such transfer shall not exceed the limit indicated below. 本人(等) 現授權本人(等)的下列銀行(「銀行」)，(根據受益人及/或其往來銀行及/或代理行不時給予本人(等)銀行的指示)自本人(等)的戶口內轉賬予受益人。惟每次轉賬金額不得超過以下指定的限額。
- I/We agree that my/our Bank shall not be obliged to ascertain whether or not notice of any such transfer or reversal notice has been given to me/us. 本人(等) 同意本人(等)的銀行毋須證實該等轉賬通知或沖銷通知是否已交予本人(等)。
- I/We jointly and severally accept full responsibility for any overdraft (or increase in existing overdraft) on my/our account which may arise as a result of any such transfer(s). 如因該等轉賬而令本人(等)的戶口出現透支(或令現時的透支增加)，本人(等)願共同及個別承擔全部責任。
- I/We agree that should there be insufficient funds in my/our account to meet any transfer hereby authorised, my/our Bank shall be entitled, in its discretion, not to effect such transfer in which event the Bank may make the usual charge and that it may cancel this authorisation at any time on one week's written notice. 本人(等) 同意如本人(等)的戶口並無足夠款項支付該等授權轉賬，本人(等)的銀行有權不予轉賬，且銀行可收取慣常的收費，並可隨時以一個星期的書面通知取消本授權書。
- This direct debit authorisation shall have effect until further notice or until the expiry day written below (whichever shall first occur). I/We agree that if no transaction is performed on my/our account under such authorisation for a continuous period of 30 months, my/our Bank reserves the right to cancel the direct debit arrangement without prior notice to me/us, even though the authorisation has not expired or there is no expiry date for the authorisation. 本直接付款授權書將繼續生效直至另行通知為止或直到至下列到期日為止(以兩者中最早的日期為準)。本人(等) 同意如本人(等)已設立之直接付款授權的戶口連續三十個月內未有根據授權而作出過賬的記錄，本人(等)的銀行保留權利取消本直接付款安排而毋須另行通知本人(等)，即使本授權書並未到期或未有註明授權到期日。
- I/We agree that any notice of cancellation or variation of this authorisation which I/we may give to my/our Bank shall be given at least two working days prior to the date on which such cancellation/variation is to take effect. 本人(等)同意，本人(等)取消或更改本授權書的任何通知，須於取消/更改生效日最少兩個工作日之前交予本人(等)的銀行。

My/Our Bank Name and Branch Name 本人(等)的銀行及分行的名稱	Bank No. 銀行號碼	Branch No. 分行號碼	My/Our Account No. 本人(等)的戶口號碼
#My/Our Name(s) as recorded on Bank Statement/Passbook #本人(等)在銀行月結單/存摺上所記錄的名稱			Contact Telephone No. 聯絡電話號碼
+Limit for Each Payment +每次付款的限額	My/Our Address as recorded on Bank Statement/Passbook 本人(等)在銀行月結單/存摺上所記錄的地址		
#Name of Debtor (if other than the Bank Account Holder) #債務人的姓名(若非銀行戶口持有人)	+My/Our Signature(s) +本人(等)的簽署		
+Debtor's Reference (mandatory field) +債務人的參考(必填項)			
For Bank Use Only 銀行專用	Remarks 備註	Signature Verified 簽名驗證	

#Please complete in English with Block Letters. #請以英文正楷填寫

+Notes 附註：

- If the amount of your payments is likely to vary each time, please set the **Limit for Each Payment** at the maximum amount that you would expect to pay at any one time. 如台端付款的數額每次可能不相同，則請將最高之金額定為**每次付款的最高限額**。
- Please ensure that you would sign this form in the same way as your Bank Account. 請台端確保在此授權書內的簽名是與台端之銀行戶口的簽署是完全相同。
- In the box marked "**Debtor's Reference**", please fill-in the agreement number of the loan agreement (the "Agreement Number") that entered between you or the Debtor (whichever is applicable) and the Beneficiary. This authorisation will be used for all rental payments and expenses relating to the said loan agreement. 在**債務人的參考**欄內，請台端填寫台端或債務人(以適用者為準)與受益人已訂立之貸款協議的協議編號(「協議編號」)。本授權書將用作該貸款協議之所有供款及其他有關的費用。
- If "**Limit for Each Payment**" is not specified, the Bank will set the limit as "unlimited amount". 如**每次付款的限額**一欄未有填上數額，銀行會將轉賬限額設定為“不設上限之數額”。

Other Notes for Autopay 其他自動轉賬須知：

- Please return to ORIX Finance Services Hong Kong Limited for processing after the completion of this Direct Debit Authorisation, which shall take approximately three to four weeks for the completion of the process. 請將填妥之授權書交回歐力士財務服務香港有限公司處理，而完成相關手續將需時約三至四個星期。
- The Autopay effective date will be shown on the "Monthly Statement" and you or the Debtor (whichever is applicable) should make the monthly payment by cheque until the Autopay is effected. Payment by cheque should be crossed and made payable to "ORIX Finance Services Hong Kong Limited" with the Agreement Number or Vehicle Registration Number (if applicable) as marked on the back of the cheque. 自動轉賬生效日期將顯示於「賬戶通知書」內，在自動轉賬生效前，台端或債務人(以適用者為準)需以劃線支票付款，支票抬頭為「歐力士財務服務香港有限公司」，並請於支票背面寫上協議編號或牌照號碼(如適用)。
- Please inform ORIX Finance Services Hong Kong Limited of any change of the bank account or cancellation of this authorization. 請通知歐力士財務服務香港有限公司有關任何更改銀行賬戶或取消此授權書之事宜。
- Please retain a copy of this Direct Debit Authorisation for your own record and reference, if required. 請台端保留此授權書之副本作記錄和參考，如有需要。

For ORIX Finance Services Hong Kong Limited Use only 歐力士財務服務香港有限公司專用

Received Date 收件日	Effective Date 生效日
Out Date 出件日	Remarks 備註

SCHEDULE IV

[regulation 11]

[section 18(1) & 34]

THE MONEY LENDERS ORDINANCE

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 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 given 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 installments. 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 simply 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 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 of security were unenforceable by virtue of this section.

Summary of Part IV of the Ordinance-Excessive Interest rate.

Section 24 fixes the maximum effective rate of Interest on any Loan at 60% annum (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 HKD1,000,000.00 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 applied 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 48% per annum or such other rate as is fixed by the Legislative Council, 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. The section does not apply to any Loan made to a company which has a paid up share capital of not less than HKD1,000,000.00 or, in respect of any such Loan, to any person who makes that Loan (Enacted 1988)

附表 IV

[第 11 條]

[本條例第 18(1)]及 34 條]

放債人條例

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份，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，如借款人提出以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文回的結算書副本。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，則可宣佈該份非法協議全部或部份合法。

本條例第 23 條述明，如放債人在訂立貸款協議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，則可宣佈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為年息 60%（“實際利率”須按照本條例附錄 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港幣 1,000,000.00 的公司作出的貸款或作出如此貸款的人，本條並不適用。

（1999 年第 23 號第 3 條）

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（實際利率如超過年息 48%或立法會所訂的其他利率，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港幣 1,000,000.00 的公司作出的貸款或作出如此貸款的人，本條並不適用。

（1999 年第 23 號第 3 條）

（1988 年制定）