Note: This Program is a credit product.

Terms and Conditions of WeLab Bank Policy Pledge Loan

(these "**Terms and Conditions**")

In consideration of WeLab Bank Limited ("**WeLab Bank**", "**Our**", "**We**" or "**Us**") agreeing to grant and/or granting a Policy Pledge Loan (the "**Loan**") to you (the "**Borrower**"), you agree to have read, understood and accepted our Account Terms, these Terms and Conditions, the Key Facts Statement and any approval letter (the "**Approval Letter**") issued by us in accordance with (and subject to) these Terms and Conditions (the Account Terms, these Terms and Conditions, the Key Facts Statement and the Approval Letter shall collectively be referred to herein as the "**Loan Documents**").

Important Notes

(a) Policy Pledge Loan is a lending secured by your Policy (as defined below) as a collateral. The Loan is a stand-alone arrangement between you and the Bank. It is not, and does not form part of the insurance contract between you and relevant insurance company. The insurance company is not a party to the Loan Documents or the collateral assignment of the Policy and is therefore not governed by the terms and conditions (including but not limited to dispute resolution) of the aforesaid documents you enter into with the Bank. In case you have any questions about the terms and conditions, you should contact the Bank.

(b) Please make sure you have read and understand all the Risk Disclosure Statements stated within the Key Facts Statement before proceeding to any Policy Pledge Loan application. If you do not understand any of the paragraphs or the advice, or information provided to you by the Bank is different from the information in this statement, please do not proceed with the Policy Pledge Loan application.

1. Borrower's Information

The information you provide is and will remain true and accurate. If there is any change to any information including name, residential and mailing address, mobile number(s), email address or employment, you will update us of such change via the WeLab Bank app as soon as reasonably practicable. After loan disbursement, you will also be required to inform the Bank for changes to relevant information relating to the assigned insurance policy.

2. Approval of the Loan and Conditions

a. Approval of the Loan and the terms applicable to the Loan (including the amount of, tenor of and interest rate applicable to the Loan) shall be at our sole discretion and is conditional upon fulfilment of the following to our satisfaction:
   i. You shall be aged 18 years or above and below age 65;
   ii. You have a valid WeLab Bank Core account;
   iii. Provision of documentary proof required by us (if any) which we may independently verify;

b. If we approve the Loan, our offer and the specific terms applicable to the Loan which we are offering (including the purpose of, amount of, tenor of and interest rate applicable to the Loan) will be contained in the Approval Letter. You will have seven days from the date of the Approval Letter to accept the Loan, otherwise the offer shall be automatically cancelled and withdrawn. Any acceptance by you of the terms of the Loan after the expiry of the seven days shall not be binding on us and we shall not be required to grant you any Loan on such terms, unless our consent is obtained. Any other offers or quotes by us are indicative only.

c. If you accept the Loan, the Loan will be made, disbursed and repayable in accordance with the Loan Documents.

d. To apply for the Loan, you should have a valid WeLab Bank Core account. If you do not have a valid WeLab Bank Core account before the application of the Loan, you should successfully open a WeLab Bank Core account and login to WeLab Bank app to confirm your personal information to proceed with the application within 30 calendar days. Otherwise, your Loan application will not be proceeded.
e. We reserve the right to update your personal information in the Approval Letter if there is any change of your personal information as stated in Clause [1].

3. Collateral

a. Eligible insurance plan for the Loan must satisfy the below conditions:
   i. Must be the Bank's designated life insurance policy(ies) ("**Policy**") with relevant insurance company
   ii. Premium of the eligible Policy is fully paid up;
   iii. There must be Guaranteed Cash Value for surrendering or claiming the eligible Policy; Guaranteed Cash Value is the value guaranteed when the eligible policy is being surrendered.
   iv. The eligible Policy is not already pledged for any other Policy Pledge Loans;
   v. Only policy denominated in either HKD or USD are considered eligible;
   vi. The Policy must still be effective until the end of the Loan period (i.e. Policy end date must be after the final repayment date of the Loan); and
   vii. You must be the policy owner and must be the only beneficiary to the Policy (i.e. no other beneficiary are entitled to any benefits of surrendering the Policy

4. Loan Disbursement

a. Proceeds of the Loan will be disbursed to the Core Account held by you with us.
b. Loan will be disbursed at the time and on the date specified by us in the Approval Letter. We will disburse the entire amount of the Loan in one payment and will not entertain any requests for multiple drawdowns.
c. Any disbursement of the Loan is conditional upon:
   i. you have agreed, accepted and executed (if applicable) all documents required by us;
   ii. the completion of a collateral assignment of the Policy to the Bank; and
   iii. all representations and warranties made by you in connection with the Loan are and will continue to be accurate, true and not misleading.
d. Unless we agreed otherwise, you may not reborrow any part of the Loan which has been repaid or prepaid.
e. For renewal of the Loan (if applicable), you authorize us to use the approved loan amount at our sole discretion to settle all the outstanding balance of the original Loan with us.

5. Repayment Arrangements

a. You are required to repay the monthly repayment amount, and/or any amount of fees, charges, costs and expenses payable by you under the Loan Documents on each repayment date as stated in the Approval Letter, by either transferring the amount to your Core Account or to other account(s) as designated by us from time to time.
b. We have the right to apportion the monthly repayments between principal and interest as we shall determine.
c. You shall repay the outstanding Loan together with interests accrued thereon (the **"Outstanding Policy Pledge Loan Amount"**) in full on the last day of the Loan Tenor (the **"Policy Pledge Loan Due Date"**) unless it is renewed;
d. You authorize us to debit your Core Account any amount of fees, charges, costs and expenses payable by you under these Terms and Conditions.
e. If you have any difficulty in repaying any amount outstanding under the instalment loan, you should notify our Customer Services as soon as possible.
f. You agree to pay to us on demand all outstanding principal, interest and other charges of and relating to the Loan. We shall have the right to review, modify, reduce and/or cancel the Loan and

demand immediate repayment of all outstanding principal of the Loan and interest thereon without prior notice and without giving any reasons.

g. All outstanding principal of the Loan and the interest thereon shall immediately become payable upon the occurrence of an Event of Default. An "**Event of Default**" means any of the following events:
   i. you fail to repay any amount on the relevant date of repayment;
   ii. you fail to comply with any term of the Loan Documents;
   iii. any representations and warranties made by you in connection with the Loan is inaccurate, untrue and/or misleading in any respect;
   iv. you become unable to pay your debt when due;
   v. you become subject to any petition, order or other proceedings in connection with or which appear to correspond to solvency or bankruptcy; or
   vi. any security interest securing any indebtedness of you over any of your assets become enforceable.

h. All your payments to us must be made without (and free and clear of any deduction for) set-off or counterclaim, and without deduction of withholding. If any deduction or withholding is made, the amount of the payment due will be increased to an amount equal to the amount which would have been due if no deduction or withholding has been required.

i. Provided advance notice is given, we may apply any available funds in your Accounts to satisfy repayment of the outstanding amounts owed by you to us starting with full repayment of the earliest bill date of the outstanding amount; or in any order as the Bank may at its absolute discretion determine from time to time.

j. Where your outstanding amounts are collected by debt collection agents, partial repayment of the outstanding amounts will be allowed, starting with the earliest bill date or in any order as the Bank may at its absolute discretion determine from time to time.

6. Interest, Charges and Expenses

a. The Policy Pledge Loan Interest Rate is determined by the applicable Interbank Offered Rate (i.e. 1-month Hong Kong Interbank Offered Rate ("**HIBOR**")) published by the Hong Kong Association of Banks ("**HKAB**") plus/minus a Fixed Rate (the "**Fixed Rate**") determined in accordance as specified in Clause [6b] ("**Formula**"). Without prejudice to the generality of the aforementioned, in respect of a specific Loan, the applicable interest rates will be set out in the relevant Approval Letter.

b. The applicable HIBOR will be the HIBOR on 14th calendar day of each month. It will be changed at each subsequent 1 month interval and will be effective in our system from 15th calendar day of the same month to 14th calendar day of next month. If the 14th calendar day of the month is a non working day (i.e. Saturday, Sunday, Public Holiday), the interest rate will be updated based on the 1-month HIBOR rate published by HKAB on the previous working day.

   For example,

Loan Disbursement Date	**Applicable 1-Month HIBOR Rate to the 1st Instalment**	**1st Instalment Repayment Date**
13-Jan, 2025 (Monday)	1-month HIBOR on 13-Dec, 2024 (Friday)	13-Feb, 2025 (Thursday)
14-Jan, 2025 (Tuesday)	1-month HIBOR on 13-Dec, 2024 (Friday)	14-Feb, 2025 (Friday)
15-Jan, 2025 (Wednesday)	1-month HIBOR on 14-Jan, 2025 (Tuesday)	15-Feb, 2025 (Saturday)
16-Jan, 2025 (Thursday)	1-month HIBOR on 14-Jan, 2025 (Tuesday)	16-Feb, 2025 (Sunday)

c. We have the right to vary the final interest rate based on the latest HIBOR rate without giving prior notice to you.

d. The Formula and Fixed Rate are determined by the Approval Letter and remain unchanged during the entire Loan Tenor.
e. Interest on the Loan starts to accrue from the day it is deemed to be drawn which, in the case of Clause [4a] above, is the day the Loan is disbursed to the Core Account ("**Loan Drawdown Date**").
f. For the first repayment of an instalment loan, you are required to pay interest pro-rated based on the period between the Loan Drawdown Date and the first repayment date.
g. For the avoidance of doubt, the interest will be calculated daily on a simple and 365-day basis (a 366-day basis in the case of a leap year).
h. You can refer to the Key Facts Statement for details of other fees and charges.

7. Early Repayment

You may only early repay the full outstanding principal of the Loan together with all accrued but unpaid interest on any day prior to the final repayment date after the first 6 months of Loan Drawdown Date. If you choose to do so, you will pay a fee of 1% on the original principal amount. You may also be required to refund or return any applicable promotional offers in case of early repayment (subject to the terms and conditions of such promotional offer(s)).

8. Handling Fee

No handling fee will be charged in connection with the grant of the Loan.

9. Late Repayment

If you fail to make any monthly repayment in full when it is due (including where there are insufficient funds in your Core Account), we may charge, in accordance with and subject to applicable laws and regulations, a late charge at the rate of 30% of the overdue monthly repayment amount or HKD 500, whichever is lower. Such rate will accrue on a daily basis and shall be calculated on simple basis and payable in arrears. Your obligation to pay the late charge on the overdue sums shall continue until all sums owing by you to us have been repaid in full.

10. Representations, Warranties and Undertakings

a. You hereby make the following representations and warranties to us:
    i. you are of sound mind and are competent to enter into and perform your obligations under the Loan Documents;
    ii. all information provided by you was true, complete and accurate in all material respects and was not misleading in any respect;
    iii. all forms and agreements bearing your signatures submitted to us in support of or in connection with your Loan are signed by you personally and represent your true and genuine agreement to the contents contained therein;
    iv. the Loan Documents constitute legal, valid and binding obligations enforceable against you in accordance with their terms;
    v. your acceptance, drawdown and performance of the Loan Documents do not and will not conflict with any law or regulation applicable to you, and you do not and will not perform any transaction contemplated by the Loan Documents in an illegal manner;
    vi. you are solvent and no bankruptcy, litigation or administrative proceedings are currently made against you or to your knowledge threatened, nor do you have any arrangements with other lenders which might prevent your ability to fulfil any of your obligations under the Loan Documents. Moreover, you warrant that as long as you owe any amount to us, you shall not take any action to declare or apply for bankruptcy; and
    vii. no Event of Default has occurred or is continuing, or will occur as a result of your acceptance of the Loan Documents and/or any drawdown of the Loan.

Each of the above warranties is deemed to repeat at all times throughout the term of the Loan Documents until all sums payable by you to us under the Loan Documents are fully and irrevocably paid by reference to the facts and circumstances from time to time existing.

b. You undertake that you will:
    i. promptly notify us on becoming aware of the occurrence of any Event of Default or potential Event of Default, or if you anticipate or experience any difficulty in repaying the Loan; and
    ii. comply in all respects with all laws and regulations applicable to you, if failure so to comply would materially impair your ability to perform your obligations in connection with the Loan.

11. Renewal

a. The Bank will perform a renewal review on the Loan before the Policy Pledge Loan Due Date.
b. The Bank will separately provide the result of its review and the details of the arrangement to you prior to the Policy Pledge Loan Due Date. We will notify you by a new Approval Letter of the tenor, the interest rate and monthly repayment amount applicable to the total loan amount.
c. The Bank has its sole discretion to renew or not to renew the Loan.
d. If you decide not to renew the Policy Pledge Loan, you must repay the Outstanding Policy Pledge Loan Amount in full on or before the Policy Pledge Loan Due Date.

12. Set-off

In addition to any general lien or similar right to which we may be entitled at law, we may, at any time without prior notice:

a. combine or consolidate any amount outstanding under the Loan, as well as any other amounts payable by you under these Terms and Conditions or in connection with the Loan, with the balance on any other accounts which you maintain with us; and
b. set off or transfer any money standing to the credit of your Core Account, any Time Deposit Account held with us or any other accounts you maintain with us in or towards settlement of any amount owing by you to us under any instalment loan under these Terms and Conditions or in connection with the Loan; and
c. In the event of any payment of monthly interest and/or total outstanding loan balance is overdue for over 60 calendar days, the Bank may immediately at its discretion exercise powers, including but not limited to surrendering the Policy, receiving the surrender value or collecting the policy proceeds, without giving prior notice.
d. The residual value of the surrender benefits from the Policy, subsequent to the deduction of any outstanding balance of the Loan, may be utilized to discharge any remaining obligations associated with other credit facilities held in your name with the Bank.

13. Collection

You shall remain liable for any shortfall between the amounts of the proceeds of the Policy and the outstanding amount of the Loan. If there are indeed such shortfall, we may take such steps and actions as we reasonably think fit to enforce repayment of the Loan and interest thereon, including without limitation, employing lawyers, third party debt collection agents or other third party service providers to collect any amount you may owe to us from time to time. You will indemnify us on demand for all costs and expenses reasonably incurred by us in demanding, collecting or recovering any outstanding amount. You also agree and authorize us to disclose any relevant information to such persons for these purposes.

14. Amendment

We reserve the right to amend these Terms and Conditions, the amounts or percentages of interest rate, charges, premiums, fees and disbursements applicable to the Loan at any time without prior notice. Unless the changes are not within our control, we shall give at least 60 days' notice to you for any significant changes to the Terms and Conditions, or facility terms, of the Loan, or any changes in the interest rate calculation method (other than due to a breach of the Terms and Conditions by you); and at least 30 days' notice to you for other changes which shall affect your liabilities and obligations.

We may give you such notice by any means at our discretion as we see fit. You will be bound by a variation unless you fully repay the Loan before the date on which that variation takes effect.

15. Miscellaneous

a. The insurance company is not an intermediary of the Bank for the procuring, negotiating, obtaining or application of the Loan offered by the Bank.
b. No failure, act, omission or delay by us to exercise or enforce any right shall operate as a waiver of such right, nor will any single, partial or defective exercise of any right prevent any other or further exercise of it or the exercise of any other right.
c. Terms defined in our Account Terms shall have the same meanings when used herein, unless otherwise define(d)
d. In the event of inconsistency between these Terms and Conditions, the Approval Letter, and the Account Terms, the prevailing order shall be as follows:
    i. the Approval Letter;
    ii. these Terms and Conditions; and
    iii. the Account Terms.
e. No person (other than you or us) may enforce the Loan Documents under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).
f. These Terms and Conditions:
    i. are personal to you and your rights or obligations may not be assigned or transferred by you, but we may assign or otherwise dispose of all or any of our rights and obligations hereunder;
    ii. shall be binding upon your executors, administrators and personal representatives; and
    iii. shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and shall not 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. You agree to submit to the exclusive jurisdiction of the Hong Kong courts in respect of any dispute arising out of or in connection with these Terms and Conditions.
g. All notices or other communications from the Bank to you shall be given in writing and may be made by letter, facsimile, text messaging, notification or email. Any such notice will be deemed to be given as follows:
    i. if by letter, when delivered personally or, when sent by prepaid post, two working days following that on which it was so posted;
    ii. if by facsimile, when confirmed by an activity report confirming the facsimile number to which such notice was sent, the number of pages transmitted and that such transmission was successfully completed;
    iii. if by email, when despatched without any non-delivery message, to your last known email address;
    iv. if by text messaging service or short message service, when despatched, to your last known phone number; and
    v. if by notification, when despatched, to your mobile device.
h. In case of any inconsistencies between the English and the Chinese versions of these Terms and Conditions, the English version shall prevail.

To borrow or not to borrow? Borrow only if you can repay!

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