

Financial Assistance Scheme for Post-secondary Students (FASP)
Guide for Completing Loan Documents for the 2021/22 Academic Year

(This Guide is for reference only. The Student should read the Undertaking in conjunction with the Notice of Offer of Financial Assistance under the FASP (Notice of Offer) for 2021/22. The Indemnifier should read the Deed of Indemnity in conjunction with the Undertaking signed by the Student receiving loan and the Notice of Offer for 2021/22. The Student Finance Office (SFO) has the sole discretion to determine whether the loan documents are properly completed or not. The SFO has the sole power not to accept the loan documents if they are considered not properly completed.)

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Undertaking – Points to Note

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UNDERTAKING UNDER THE FINANCIAL ASSISTANCE SCHEME FOR POST-SECONDARY STUDENTS (FASP) 2021/22 (Signed by a Student Receiving Loan)

Please use EITHER the Chinese
OR English version only

1. In consideration of the Government of the Hong Kong Special Administrative Region ("Government") agreeing to offer me a loan in the sum as specified below ("Loan") with interest payable thereon to accrue at a rate of 1% per annum under the Financial Assistance Scheme for Post-secondary Students ("FASP"), subject to my being a registered student at an institution covered by the FASP ("Institution") for a locally-accredited, self-financing full-time sub-degree / degree course ("the Course") for the 2021/22 academic year, I, the undersigned, (hereinafter also referred to as "I" or "Student") do hereby undertake to repay the Government in full the Loan and the aforesaid interest accruing thereon in 15 years ("Repayment Period") by 180 equal monthly instalments or in a shorter Repayment Period by equal monthly instalments as agreed by the Student Finance Office ("SFO"), Working Family and Student Financial Assistance Agency. Whereas it is determined appropriate by SFO, I undertake to repay the Government in full the Loan and the aforesaid interest accruing thereon within the Repayment Period by equal quarterly instalments. The Repayment Period shall commence on 1 December of the year of graduation or when the Course has officially ended and the interest shall accrue on the Loan when the Repayment Period commences until the Loan is repaid in full. I also undertake to notify SFO in writing immediately if I have not received the notice of commencement of repayment or demand of the first monthly instalment of the Loan from SFO within 6 months after the Course has officially ended.
2. Notwithstanding Clause 1 above, if I cease to be registered as a full-time student of the Course, or if I withdraw from or am suspended from the Course, or defer my study in the Course, or transfer from Institution where I borrowed Loans to another, or I have not completed the Course for any reason, I hereby undertake to notify SFO in writing immediately and repay the Loan whether in one lump sum or by equal instalments as determined by SFO, and if by instalment over a revised Repayment Period as determined by SFO, also the interest accrued at the rate of 1% per annum with effect from the revised Repayment Period. I accept that under any of the aforesaid situations as mentioned in this Clause 2, SFO shall have the sole discretion to decide the date of repayment of the Loan (if it is to be repaid in one lump sum), or the revised Repayment Period for the Loan (if it and its interest are to be repaid by instalments) and the amount of each such instalment, and other applicable repayment arrangements.
3. I undertake to indemnify the Government against all and any losses, costs and expenses which the Government may incur in relation to, resulting from or arising out of my failure to comply with or observe any terms or conditions of this Undertaking.
4. I undertake that if I fail to repay the Loan or interest or any part thereof when it becomes due, I shall pay a surcharge for the overdue amount at the rate of 5%. Any partial payment made by me which does not discharge in full any amount due and payable shall be applied in or toward the discharge of: firstly the surcharge, secondly (any balance thereof) the interest, thirdly (any balance thereof) the overdue principal portion of the Loan and finally all costs (including legal costs and related expenses in the course of legal recovery actions) incurred by the Government for the enforcement of this Undertaking and the Deed of Indemnity ("Expenses").
5. I undertake to notify SFO immediately in writing if I intend to leave the Hong Kong Special Administrative Region ("Hong Kong") for a period longer than 3 months or to emigrate. Upon receipt of such notification, unless SFO has otherwise come to an agreement with me concerning the repayment arrangement or unless SFO is satisfied that I shall be able to continue to repay the Loan based on the original repayment schedule, SFO could demand my immediate repayment of all outstanding balance of the Loan, interest, surcharge (if any) and Expenses.
6. I undertake to notify SFO immediately in writing of any change of my or my Indemnifier's residential address or my or my Indemnifier's other contact information, including mobile number, email address or fax number.
7. I undertake to procure immediately or otherwise upon the first written demand of SFO another alternative Indemnifier located in Hong Kong and acceptable to the Government to execute the Indemnity in favour of the Government in the event that my Indemnifier intends to leave or has already left Hong Kong for a period longer than 3 months or to emigrate or has already emigrated. Failing which SFO has the power to demand my immediate repayment of all outstanding balance of the Loan, interest, surcharge (if any) and Expenses.
8. I hereby give my consent to SFO to check with other Government bureaux and departments and the Institution my updated address or any of my other personal data for the purpose of recovering the Loan or any other overdue amount from me or for other purposes as stated in the Notice of Offer of Financial Assistance under the Financial Assistance Scheme for Post-secondary Students for 2021/22 ("Notice of Offer"). I agree that the personal data provided by me can be used by SFO and disclosed to the relevant parties as specified in the Notice of Offer by SFO, and give consent to SFO to request from these relevant parties my personal data.
9. I undertake to notify SFO in writing immediately if a bankruptcy petition is filed by me or presented against me or a bankruptcy order is made against me or I have applied/am applying for an Individual Voluntary Arrangement or legal proceedings have been commenced (or are pending or being threatened) against me or any of my assets or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer over any or all of my assets. I agree that SFO has the right to require me to submit supplementary documents/information as necessary and SFO reserves the power to make the final decision on the Loan of my FASP application.
10. I undertake to write to SFO immediately if for any reason my Indemnifier becomes incapable of fulfilling the obligations required under the Deed of Indemnity; or deceased; or if I am aware that a bankruptcy petition is filed by him/her or presented against him/her or a bankruptcy order is made against him/her; or my Indemnifier applies for an Individual Voluntary Arrangement; or if I am aware that a receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of my Indemnifier's assets; or my Indemnifier is a party to any litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong) or if there is any claim (whether inside or outside Hong Kong) against him/her or any of his/her assets after he/she signs the Deed of Indemnity. I further undertake to procure immediately or otherwise upon the first written demand of SFO another alternative Indemnifier located in Hong Kong and acceptable to the Government to execute the Indemnity in favour of the Government in light of the occurrence of any of the above circumstances failing which SFO has the power to demand my immediate repayment of all outstanding balance of the Loan, interest, surcharge (if any) and Expenses.
11. All of the terms and conditions set out in the Notice of Offer may from time to time be amended and supplemented by SFO and shall be deemed incorporated herein and form part of the terms and conditions for the Loan and I agree to be bound by them. In the event of any inconsistency between the two documents, this Undertaking shall prevail.
12. I agree that SFO has the power to consolidate all loans granted to me under the FASP in relation to the Course or any other course, and after such consolidation, references to "Loan" in this Undertaking shall mean the Loan as consolidated by SFO and all terms and conditions set out herein shall apply to the Loan as consolidated. In the event that different Indemnifiers have executed Deed of Indemnity in relation to different parts of the Loan (i.e. the Loan after consolidation), and if any amount received by SFO from me in relation to the Loan is insufficient to cover any sum due and payable, without prejudice to the order of priority specified in Clause 4 above, SFO shall have the power to determine how such amount should be apportioned in respect of the different portions of the Loan as guaranteed by each such Indemnifier and the interest, surcharge (if any) and Expenses.
13. I understand and agree that should I fail to comply with or observe any terms or conditions of this Undertaking, or if any statement made in application for the Loan is found to be false or incomplete or misleading or if I fail to repay the Loan or interest or surcharge or any part thereof due, the Government has the power to demand my immediate repayment of all outstanding amount of the Loan, interest, surcharge and Expenses. SFO has the power to withhold the consideration and processing of my other financial assistance/loan applications and various applications relating to loan repayment under different financial assistance/loan schemes administered by SFO. SFO also has the power to demand me and/or my Indemnifier(s) immediate repayment of all outstanding amount of loan(s), interest, overdue interest (if

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any/surcharge (if any), administrative fees (if any) and Expenses in relation to other course(s) taken by me notwithstanding that they have not become due under the terms of such loan(s).

14. I agree that SFO has the sole discretion to give notice or demand to me through Internet online platform(s). When applying for a FASP loan, I undertake to register with the Internet online platform(s) by creating such account and subscribing to such service as stipulated by SFO in the notification in order to receive electronic notices and demands from SFO on such platform(s) including demands of each monthly instalment or any overdue portion of the Loan or interest. I understand and agree that my failure to visit the Internet online platform(s) to receive any notice or demand will not exempt me from my obligation to repay the Loan or any part thereof in accordance with the repayment schedule stipulated by SFO pursuant to Clause 1 or 2 above.

15. Any notice or demand to be given under this Undertaking in writing shall be deemed to have been duly given to me: if sent by post or by hand to my residential address; or by fax to my fax number; or by SMS to my mobile number; or by email to my email address (each of which number or address as last provided to SFO or as last revised by no less than 10 working days' written notice). In addition, any notice or demand may also be given in electronic form via the Internet online platform(s) in the manner as mentioned in Clause 14 above and shall be deemed to have been duly received by me as soon as it is available to me for viewing, printing or downloading on the Internet online platform(s), regardless of whether I have actually accessed the notice or demand via the Internet online platform(s), and regardless of whether I have actual notice of the availability of such notice or demand. I further agree that any notice or demand available to me via Internet online platform(s) shall not be denied validity on ground that it is an electronic notice or demand.

16. A certificate, notice or letter issued by SFO as to the amount of the outstanding balance of the Loan, interest and/or surcharge from time to time shall be conclusive evidence against me for all purposes.

17. The Government's rights under this Undertaking may be exercised as often as the Government deems fit. Exercising or failing to exercise a right under this Undertaking shall not prevent the Government from exercising any other right under this Undertaking. Exercising part of a right under this Undertaking shall not prevent the Government from subsequently exercising that right to the fullest extent. A delay in exercising or the non-exercise of a right under this Undertaking shall not prevent the Government from exercising that right subsequently. The Government's rights under this Undertaking shall be in addition to other rights which the Government may have under the law.

18. If at any time, any provision of this Undertaking is or becomes invalid, illegal or unenforceable under the law of any jurisdiction, this shall not affect its validity, legality or enforceability under the law of any other jurisdiction nor the validity, legality or enforceability of any other provision of this Undertaking.

19. I may not terminate this Undertaking until and unless all the Loan, interest, surcharge and Expenses have been fully repaid.

20. This Undertaking shall be governed by and construed in accordance with the Laws of Hong Kong. I agree that the courts of Hong Kong shall have jurisdiction over any dispute arising from or in connection with this Undertaking but the Government may also bring proceedings in any jurisdiction where I or my assets may be located.

21. I hereby confirm that this Undertaking as executed by me was either obtained from SFO offices or downloaded from SFO website without any modification whatsoever to the original text. This Undertaking is available in Chinese and English languages. I have chosen the English language version for execution and in the event of any inconsistency between the two language versions, the English language version shall prevail.

22. I confirm that I have read the contents of this Undertaking in 2 pages and I am satisfied that I fully understand its contents and effect in executing this Undertaking. I declare that the information provided in this Undertaking and in the Details Input Forms, including all the

Undertaking is signed on the 30th day of June, 2021 (month), 2021 (year).

Signed by: _____
Name: CHAN SIN MING
(Name of Student in Block Capitals)
陳小明
(Name of Student in Chinese Characters) (if applicable)

Hong Kong Identity Card No.: Y385678 (9)
Hong Kong Permanent Identity Card No.: 412956 (7)
(Witness)

Amount of Loan: HK\$ 30,000

Signature: Ming
(Student)

In the presence of Witness:
CHAN YAT SUM
(Name of Witness in Block Capitals)
陳一心
(Name of Witness in Chinese Characters) (if applicable)

Signature: TS
(Witness)

- Notes:
1. A person who makes a false instrument, with the intention that he/she or another shall use it to induce somebody to accept it as genuine, and by reason of so accepting it to do or not to do some act to his/her own or any other person's prejudice, commits a criminal offence.
 2. Student should read this Undertaking in conjunction with the Notice of Offer of Financial Assistance under the Financial Assistance Scheme for Post-secondary Students for 2021/22.
 3. This Undertaking and Deed of Indemnity should be completed and signed respectively by the Student and the Indemnifier in the presence of a Witness. Neither the Student himself/herself nor the Indemnifier can act as Witness.
 4. The names of the Student and the Witness in Chinese (if applicable) and English should be the same as those recorded in the respective Hong Kong Identity Cards.
 5. Any amendment to the information completed by the Student or the Witness (including addition, deletion and alteration) must be counter-signed by the Student or the Witness, whoever has made the amendments, using the same signature(s). SFO will not accept documents with amendments made by means of correction fluid or correction tape.
 6. Should the Witness use a name chop, he/she should mark a "+" next to the chop.
 7. SFO has the sole discretion to determine whether the Undertaking is properly completed or not. SFO has the sole power not to accept the Undertaking if it is considered not properly completed.

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Points to Note

- A1. This Undertaking is a legal document. All the contents of this Undertaking must be completely and clearly printed. The Undertaking with missing, blurred or smeared contents or with unauthorised alteration of contents will not be accepted.
- A2. This Undertaking should be completed by the Student receiving loan in the presence of a Witness. This Undertaking must be completed with a black or dark blue ball pen (**documents completed with an erasable ball pen will not be accepted**). Any amendments on the Undertaking must not be made by means of correction fluid or correction tape.
- A3. The whole set of loan documents must be submitted within 30 calendar days from the date of execution of the Undertaking. Any amendments made must be counter-signed by the **Applicant**.
- A4. The Applicant should enter the names in English and Chinese (if applicable) and Hong Kong Identity Card (HKID Card) No. as recorded in the HKID Card. Any amendments made must be counter-signed by the **Applicant**.
- A5. The amount of loan entered must be equivalent to or lower than the amount of loan offered. Any amendments made must be counter-signed by the **Applicant**.
- A6. Any amendments made to the signature of the Student must be counter-signed **twice** by the **Applicant** to –
 - (a) confirm deletion of the incorrect signature; and
 - (b) provide the correct signature.
- A7. The Witness should enter the names in English and Chinese (if applicable) and Hong Kong Permanent Identity Card (HKPID Card) No. as recorded in the HKPID Card. Any amendments made must be counter-signed by the **Witness**.
- A8. Any amendments made to the signature of the Witness must be counter-signed **twice** by the **Witness** to –
 - (a) confirm deletion of the incorrect signature; and
 - (b) provide the correct signature.
- A9. The form number at the bottom left-hand corner of the Undertaking is SFO 264 (2021).

Undertaking – Demo of Incorrect Completion

Please use EITHER the Chinese OR English version only

UNDERTAKING UNDER THE FINANCIAL ASSISTANCE SCHEME FOR POST-SECONDARY STUDENTS (FASP) 2021/22 (Signed by a Student Receiving Loan)

1. In consideration of the Government of the Hong Kong Special Administrative Region ("Government") agreeing to offer me a loan in the sum as specified below ("Loan") with interest payable thereon to accrue at a rate of 1% per annum under the Financial Assistance Scheme for Post-secondary Students ("FASP"), subject to my being a registered student at an institution covered by the FASP ("Institution") for a locally-accredited, self-financing full-time sub-degree / degree course ("the Course") for the 2021/22 academic year, I, the undersigned, (hereinafter also referred as "I" or "Student") do hereby undertake to repay the Government in full the Loan and the aforesaid interest accruing thereon in 15 years ("Repayment Period") by 180 equal monthly instalments or in a shorter Repayment Period by equal monthly instalments as agreed by the Student Finance Office ("SFO"), Working Family and Student Financial Assistance Agency. Whereas if as determined appropriate by SFO, I undertake to repay the Government in full the Loan and the aforesaid interest accruing thereon within the Repayment Period by equal quarterly instalments. The Repayment Period shall commence on 1 December of the year of graduation or when the Course has officially ended and the interest shall accrue on the Loan when the Repayment Period commences until the Loan is repaid in full. I also undertake to notify SFO in writing immediately if I have not received the notice of commencement of repayment or demand of the first monthly instalment of the Loan from SFO within 6 months after the Course has officially ended.

2. Notwithstanding Clause 1 above, if I cease to be registered as a full-time student of the Course, or if I withdraw from or am suspended from the Course, or defer my study in the Course, or transfer from Institution where I borrowed Loans to another, or I have not completed the Course for any reason, I hereby undertake to notify SFO in writing immediately and repay the Loan whether in one lump sum or by equal instalments as determined by SFO, and if by instalment over a revised Repayment Period as determined by SFO, also the interest accrued at the rate of 1% per annum with effect from the revised Repayment Period. I accept that under any of the aforesaid situations as mentioned in this Clause 2, SFO shall have the sole discretion to decide the date of repayment of the Loan (if it is to be repaid in one lump sum), or the revised Repayment Period for the Loan (if it and its interest are to be repaid by instalments) and the amount of each such instalment, and other applicable repayment arrangements.

3. I undertake to indemnify the Government against all and any losses, costs and expenses which the Government may incur in relation to, resulting from or arising out of my failure to comply with or observe any terms or conditions of this Undertaking.

4. I undertake that if I fail to repay the Loan or interest or any part thereof when it becomes due, I shall pay a surcharge for the overdue amount at the rate of 5%. Any partial payment made by me which does not discharge in full any amount due and payable shall be applied in or toward the discharge of: firstly the surcharge, secondly (any balance thereof) the interest, thirdly (any balance thereof) the overdue principal portion of the Loan and finally all costs (including legal costs and related expenses in the course of legal recovery actions) incurred by the Government for the enforcement of this Undertaking and the Deed of Indemnity ("Expenses").

5. I undertake to notify SFO immediately in writing if I intend to leave the Hong Kong Special Administrative Region ("Hong Kong") for a period longer than 3 months or to emigrate. Upon receipt of such notification, unless SFO has otherwise come to an agreement with me concerning the repayment arrangement or unless SFO is satisfied that I shall be able to continue to repay the Loan based on the original repayment schedule, SFO could demand my immediate repayment of all outstanding balance of the Loan, interest, surcharge (if any) and Expenses.

6. I undertake to notify SFO immediately in writing of any change of my or my Indemnifier's residential address or my or my Indemnifier's other contact information, including mobile number, email address or fax number.

7. I undertake to procure immediately or otherwise upon the first written demand of SFO another alternative Indemnifier located in Hong Kong and acceptable to the Government to execute the Indemnity in favour of the Government in the event that my Indemnifier intends to leave or has already left Hong Kong for a period longer than 3 months or to emigrate or has already emigrated. Failing which SFO has the power to demand my immediate repayment of all outstanding balance of the Loan, interest, surcharge (if any) and Expenses.

8. I hereby give my consent to SFO to check with other Government bureaux and departments and the Institution my updated address or any of my other personal data for the purpose of recovering the Loan or any other overdue amount from me or for other purposes as stated in the Notice of Offer of Financial Assistance under the Financial Assistance Scheme for Post-secondary Students for 2021/22 ("Notice of Offer"). I agree that the personal data provided by me can be used by SFO and disclosed to the relevant parties as specified in the Notice of Offer by SFO, and give consent to SFO to request from these relevant parties my personal data.

9. I undertake to notify SFO in writing immediately if a bankruptcy petition is filed by me or presented against me or a bankruptcy order is made against me or I have applied/am applying for an Individual Voluntary Arrangement or legal proceedings have been commenced (or are pending or being threatened) against me or any of my assets or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer over any or all of my assets. I agree that SFO has the right to require me to submit supplementary documents/information as necessary and SFO reserves the power to make the final decision on the Loan of my FASP application.

10. I undertake to write to SFO immediately if for any reason my Indemnifier becomes incapable of fulfilling the obligations required under the Deed of Indemnity; or deceased; or if I am aware that a bankruptcy petition is filed by him/her or presented against him/her or a bankruptcy order is made against him/her; or my Indemnifier applies for an Individual Voluntary Arrangement; or if I am aware that a receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of my Indemnifier's assets; or my Indemnifier is a party to any litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong) or if there is any claim (whether inside or outside Hong Kong) against him/her or any of his/her assets after he/she signs the Deed of Indemnity. I further undertake to procure immediately or otherwise upon the first written demand of SFO another alternative Indemnifier located in Hong Kong and acceptable to the Government to execute the Indemnity in favour of the Government in light of the occurrence of any of the above circumstances failing which SFO has the power to demand my immediate repayment of all outstanding balance of the Loan, interest, surcharge (if any) and Expenses.

11. All of the terms and conditions set out in the Notice of Offer may from time to time be amended and supplemented by SFO and shall be deemed incorporated herein and form part of the terms and conditions for the Loan and I agree to be bound by them. In the event of any inconsistency between the two documents, this Undertaking shall prevail.

12. I agree that SFO has the power to consolidate all loans granted to me under the FASP in relation to the Course or any other course, and after such consolidation, references to "Loan" in this Undertaking shall mean the Loan as consolidated by SFO and all terms and conditions set out herein shall apply to the Loan as consolidated. In the event that different Indemnifiers have executed Deed of Indemnity in relation to different portions of the Loan (i.e. the Loan after consolidation), and if any amount received by SFO from me in relation to the Loan is insufficient to discharge the Loan, I shall, without prejudice to the order of priority specified in Clause 4 above, SFO shall have the power to determine the amount should be apportioned in respect of the different portions of the Loan as guaranteed by each such Indemnifier and the interest, surcharge (if any) and Expenses.

I understand that should I fail to comply with or observe any terms or conditions of this Undertaking, or if any statement made by me or my Indemnifier is found to be false or incomplete or misleading or if I fail to repay the Loan or interest or surcharge or any part thereof when it becomes due, I shall be liable to pay to SFO the full amount of all outstanding amount of the Loan, interest, surcharge (if any) and Expenses, SFO has the power to demand my immediate repayment of all outstanding amount of the Loan, interest, surcharge (if any) and Expenses, SFO has the power to demand my immediate repayment of all outstanding amount of loan(s), interest, overdue interest (if any) and Expenses.

any/surcharge (if any), administrative fees (if any) and Expenses in relation to other course(s) taken by me notwithstanding that they have not become due under the terms of such loan(s).

14. I agree that SFO has the sole discretion to give notice or demand to me through Internet online platform(s). When applying for a FASP loan, I undertake to register with the Internet online platform(s) by creating such account and subscribing to such service as stipulated by SFO in the notification in order to receive electronic notices and demands from SFO on such platform(s) including demands of each monthly instalment or any overdue portion of the Loan or interest. I understand and agree that my failure to visit the Internet online platform(s) to receive any notice or demand will not exempt me from my obligation to repay the Loan or any part thereof in accordance with the repayment schedule stipulated by SFO pursuant to Clause 1 or 2 above.

15. Any notice or demand to be given under this Undertaking in writing shall be deemed to have been duly given to me: if sent by post or by hand to my residential address; or by fax to my fax number; or by SMS to my mobile number; or by email to my email address (each of which number or address as last provided to SFO or as last revised by no less than 10 working days' written notice). In addition, any notice or demand may also be given in electronic form via the Internet online platform(s) in the manner as mentioned in Clause 14 above and shall be deemed to have been duly received by me as soon as it is available to me for viewing, printing or downloading on the Internet online platform(s), regardless of whether I have actually accessed the notice or demand via the Internet online platform(s), and regardless of whether I have actual notice of the availability of such notice or demand. I further agree that any notice or demand available to me via Internet online platform(s) shall not be denied validity on ground that it is an electronic notice or demand.

16. A certificate, notice or letter issued by SFO as to the amount of the outstanding balance of the Loan, interest and/or surcharge from time to time shall be conclusive evidence against me for all purposes.

17. The Government's rights under this Undertaking may be exercised as often as the Government deems fit. Exercising or failing to exercise a right under this Undertaking shall not prevent the Government from exercising any other right under this Undertaking. Exercising part of a right under this Undertaking shall not prevent the Government from subsequently exercising that right to the fullest extent. A delay in exercising or the non-exercise of a right under this Undertaking shall not prevent the Government from exercising that right subsequently. The Government's rights under this Undertaking shall be in addition to other rights which the Government may have under the law.

18. If at any time, any provision of this Undertaking is or becomes invalid, illegal or unenforceable under the law of any jurisdiction, this shall not affect its validity, legality or enforceability under the law of any other jurisdiction nor the validity, legality or enforceability of any other provision of this Undertaking.

19. I may not terminate this Undertaking until and unless all the Loan, interest, surcharge and Expenses have been fully repaid.

20. This Undertaking shall be governed by and construed in accordance with the Laws of Hong Kong. I agree that the courts of Hong Kong shall have jurisdiction over any dispute arising from or in connection with this Undertaking but the Government may also bring proceedings in any jurisdiction where I or my assets may be located.

21. I hereby confirm that this Undertaking as executed by me was either obtained from SFO offices or downloaded from SFO website without any modification whatsoever to the original text. This Undertaking is available in Chinese and English languages. I have chosen the English language version for execution and in the event of any inconsistency between the two language versions, the English language version shall prevail.

22. I confirm that I have read the contents of this Undertaking in 2 pages and I am satisfied that I fully understand its contents and effect before executing this Undertaking. I declare that the information provided in this Undertaking and in the Details Input Forms, including all the related documents submitted, is true, correct and complete.

This Undertaking is signed on the 30th day of June (month), 2021 (year).

Signed by: CHAN YAT SIU MING (Name of Student in Black Capitals) 陳少明 (Name of Student in Chinese Characters) (if applicable) Hong Kong Identity Card No.: Y 3456 (19) (Student) Address of Loan: HKS 30,000 Signature: <u>Chan Yat Siu Ming</u> (Student)	In the presence of Witness: CHAN YAT SIU SUM MING (Name of Witness in Black Capitals) 陳一心 (Name of Witness in Chinese Characters) (if applicable) Hong Kong Permanent Identity Card No.: 6123456 (7) (Witness) Declaration: I acknowledge and agree that the personal data and related documents provided by me in connection with this Undertaking and in the Details Input Forms are true, correct and complete. It can be used by SFO and disclosed to the relevant parties by SFO, and give consent for SFO to request the relevant parties for personal data. Signature: <u>Chan Yat Siu Sum Ming</u> (Witness)
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Notes:

- A person who makes a false instrument, with the intention that he/she or another shall use it to induce somebody to accept it as genuine, and by reason of so accepting it to do or not to do some act to his/her own or any other person's prejudice, commits a criminal offence.
- Student should read this Undertaking in conjunction with the Notice of Offer of Financial Assistance under the Financial Assistance Scheme for Post-secondary Students for 2021/22.
- This Undertaking and Deed of Indemnity should be completed and signed respectively by the Student and the Indemnifier in the presence of a Witness. Neither the Student himself/herself nor the Indemnifier can act as Witness.
- The names of the Student and the Witness in Chinese (if applicable) and English should be the same as those recorded in the respective Hong Kong Identity Cards.
- Any amendment to the information completed by the Student or the Witness (including addition, deletion and alteration) must be counter-signed by the Student or the Witness, whoever has made the amendments, using the same signature(s). SFO will not accept documents with amendments made by means of correction fluid or correction tape.
- Should the Witness use a name chop, he/she should mark a "*" next to the chop.
- SFO has the sole discretion to determine whether the Undertaking is properly completed or not. SFO has the sole power not to accept the Undertaking if it is considered not properly completed.

Reasons of Rejection

- B1. Some contents on the Undertaking are smeared. Relevant contents are not complete and clear.
- B2. The amendment made to the Student's name in English has not been counter-signed by the Applicant.
- B3. The repeated stroke of the Student's name in Chinese has not been counter-signed by the Applicant.
- B4. The Student's HKID Card No. has been amended by means of correction fluid.
- B5. The amount of loan is filled by an erasable ball pen which makes the information filled easily removable.
- B6. The amendment made to the Student's signature has only been counter-signed by the Applicant once. It could merely be regarded as deleting the incorrect signature while the correct signature has not been provided yet.
- B7. The amendment made to the Witness's name in English has not been counter-signed by the Witness.

B1

B2

B3

B4

B5

B6

B7

Undertaking – Demo of Completion with Proper Corrections

Please use EITHER the Chinese
OR English version only

UNDERTAKING

UNDER THE FINANCIAL ASSISTANCE SCHEME FOR POST-SECONDARY STUDENTS (FASP) 2021/22
(Signed by a Student Receiving Loan)

- In consideration of the Government of the Hong Kong Special Administrative Region ("Government") agreeing to offer me a loan in the sum as specified below ("Loan") with interest payable thereon to accrue at a rate of 1% per annum under the Financial Assistance Scheme for Post-secondary Students ("FASP"), subject to my being a registered student at an institution covered by the FASP ("Institution") for a locally-accredited, self-financing full-time sub-degree / degree course ("the Course") for the 2021/22 academic year, I, the undersigned, (hereinafter also referred as 'I' or 'Student') do hereby undertake to repay the Government in full the Loan and the aforesaid interest accruing thereon in 15 years ("Repayment Period") by 180 equal monthly instalments or in a shorter Repayment Period by equal monthly instalments as agreed by the Student Finance Office ("SFO"), Working Family and Student Financial Assistance Agency. Whereas if as determined appropriate by SFO, I undertake to repay the Government in full the Loan and the aforesaid interest accruing thereon within the Repayment Period by equal quarterly instalments. The Repayment Period shall commence on 1 December of the year of graduation or when the Course has officially ended and the interest shall accrue on the Loan when the Repayment Period commences until the Loan is repaid in full. I also undertake to notify SFO in writing immediately if I have not received the notice of commencement of repayment or demand of the first monthly instalment of the Loan from SFO within 6 months after the Course has officially ended.
- Notwithstanding Clause 1 above, if I cease to be registered as a full-time student of the Course, or if I withdraw from or am suspended from the Course, or defer my study in the Course, or transfer from Institution where I borrowed Loans to another, or I have not completed the Course for any reason, I hereby undertake to notify SFO in writing immediately and repay the Loan whether in one lump sum or by equal instalments as determined by SFO, and if by instalment over a revised Repayment Period as determined by SFO, also the interest accrued at the rate of 1% per annum with effect from the revised Repayment Period. I accept that under any of the aforesaid situations as mentioned in this Clause 2, SFO shall have the sole discretion to decide the date of repayment of the Loan (if it is to be repaid in one lump sum), or the revised Repayment Period for the Loan (if it and its interest are to be repaid by instalments) and the amount of each such instalment, and other applicable repayment arrangements.
- I undertake to indemnify the Government against all and any losses, costs and expenses which the Government may incur in relation to, resulting from or arising out of my failure to comply with or observe any terms or conditions of this Undertaking.
- I undertake that if I fail to repay the Loan or interest or any part thereof when it becomes due, I shall pay a surcharge for the overdue amount at the rate of 5%. Any partial payment made by me which does not discharge in full any amount due and payable shall be applied in or toward the discharge of: firstly the surcharge, secondly (any balance thereof) the interest, thirdly (any balance thereof) the overdue principal portion of the Loan and finally all costs (including legal costs and related expenses in the course of legal recovery actions) incurred by the Government for the enforcement of this Undertaking and the Deed of Indemnity ("Expenses").
- I undertake to notify SFO immediately in writing if I intend to leave the Hong Kong Special Administrative Region ("Hong Kong") for a period longer than 3 months or to emigrate. Upon receipt of such notification, unless SFO has otherwise come to an agreement with me concerning the repayment arrangement or unless SFO is satisfied that I shall be able to continue to repay the Loan based on the original repayment schedule, SFO could demand my immediate repayment of all outstanding balance of the Loan, interest, surcharge (if any) and Expenses.
- I undertake to notify SFO immediately in writing of any change of my or my Indemnifier's residential address or my or my Indemnifier's other contact information, including mobile number, email address or fax number.
- I undertake to procure immediately or otherwise upon the first written demand of SFO another alternative Indemnifier located in Hong Kong and acceptable to the Government to execute the Indemnity in favour of the Government in the event that my Indemnifier intends to leave or has already left Hong Kong for a period longer than 3 months or to emigrate or has already emigrated. Failing which SFO has the power to demand my immediate repayment of all outstanding balance of the Loan, interest, surcharge (if any) and Expenses.
- I hereby give my consent to SFO to check with other Government bureaux and departments and the Institution my updated address or any of my other personal data for the purpose of recovering the Loan or any other overdue amount from me or for other purposes as stated in the Notice of Offer of Financial Assistance under the Financial Assistance Scheme for Post-secondary Students for 2021/22 ("Notice of Offer"). I agree that the personal data provided by me can be used by SFO and disclosed to the relevant parties as specified in the Notice of Offer by SFO; and give consent to SFO to request from these relevant parties my personal data.
- I undertake to notify SFO in writing immediately if a bankruptcy petition is filed by me or presented against me or a bankruptcy order is made against me or I have applied/am applying for an Individual Voluntary Arrangement or legal proceedings have been commenced (or are pending or being threatened) against me or any of my assets or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer over any or all of my assets. I agree that SFO has the right to require me to submit supplementary documents/information as necessary and SFO reserves the power to make the final decision on the Loan of my FASP application.
- I undertake to write to SFO immediately if for any reason my Indemnifier becomes incapable of fulfilling the obligations required under the Deed of Indemnity; or deceased; or if I am aware that a bankruptcy petition is filed by him/her or presented against him/her or a bankruptcy order is made against him/her; or my Indemnifier applies for an Individual Voluntary Arrangement; or if I am aware that a receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of my Indemnifier's assets; or my Indemnifier is a party to any litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong) or if there is any claim (whether inside or outside Hong Kong) against him/her or any of his/her assets after he/she signs the Deed of Indemnity. I further undertake to procure immediately or otherwise upon the first written demand of SFO another alternative Indemnifier located in Hong Kong and acceptable to the Government to execute the Indemnity in favour of the Government in light of the occurrence of any of the above circumstances failing which SFO has the power to demand my immediate repayment of all outstanding balance of the Loan, interest, surcharge (if any) and Expenses.
- All of the terms and conditions set out in the Notice of Offer may from time to time be amended and supplemented by SFO and shall be deemed incorporated herein and form part of the terms and conditions for the Loan and I agree to be bound by them. In the event of any inconsistency between the two documents, this Undertaking shall prevail.
- I agree that SFO has the power to consolidate all loans granted to me under the FASP in relation to the Course or any other course, and after such consolidation, references to "Loan" in this Undertaking shall mean the Loan as consolidated by SFO and all terms and conditions set out herein shall apply to the Loan as consolidated. In the event that different Indemnifiers have executed Deed of Indemnity in relation to different parts of the Loan (i.e. the Loan after consolidation), and if any amount received by SFO from me in relation to the Loan is insufficient to cover any sum due and payable, without prejudice to the order of priority specified in Clause 4 above, SFO shall have the power to determine how such amount should be apportioned in respect of the different portions of the Loan as guaranteed by each such Indemnifier and the interest, surcharge (if any) and Expenses.
- I understand and agree that should I fail to comply with or observe any terms or conditions of this Undertaking, or if any statement made in application for the Loan is found to be false or incomplete or misleading or if I fail to repay the Loan or interest or surcharge or any part when due, the Government has the power to demand my immediate repayment of all outstanding amount of the Loan, interest, surcharge (if any) and Expenses. SFO has the power to withhold the consideration and processing of my other financial assistance/loan applications and/or various applications relating to loan repayment under different financial assistance/loan schemes administered by SFO. SFO also has the power to demand me and/or my Indemnifier(s) immediate repayment of all outstanding amount of loan(s), interest, overdue interest (if

any)/surcharge (if any), administrative fees (if any) and Expenses in relation to other course(s) taken by me notwithstanding that they have not become due under the terms of such loan(s).

14. I agree that SFO has the sole discretion to give notice or demand to me through Internet online platform(s). When applying for a FASP loan, I undertake to register with the Internet online platform(s) by creating such account and subscribing to such service as stipulated by SFO in the notification in order to receive electronic notices and demands from SFO on such platform(s) including demands of each monthly instalment or any overdue portion of the Loan or interest. I understand and agree that my failure to visit the Internet online platform(s) to receive any notice or demand will not exempt me from my obligation to repay the Loan or any part thereof in accordance with the repayment schedule stipulated by SFO pursuant to Clause 1 or 2 above.

15. Any notice or demand to be given under this Undertaking in writing shall be deemed to have been duly given to me: if sent by post or by hand to my residential address; or by fax to my fax number; or by SMS to my mobile number; or by email to my email address (each of which number or address as last provided to SFO or as last revised by no less than 10 working days' written notice). In addition, any notice or demand may also be given in electronic form via the Internet online platform(s) in the manner as mentioned in Clause 14 above and shall be deemed to have been duly received by me as soon as it is available to me for viewing, printing or downloading on the Internet online platform(s), regardless of whether I have actually accessed the notice or demand via the Internet online platform(s), and regardless of whether I have actual notice of the availability of such notice or demand. I further agree that any notice or demand available to me via Internet online platform(s) shall not be denied validity on ground that it is an electronic notice or demand.

16. A certificate, notice or letter issued by SFO as to the amount of the outstanding balance of the Loan, interest and/or surcharge from time to time shall be conclusive evidence against me for all purposes.

17. The Government's rights under this Undertaking may be exercised as often as the Government deems fit. Exercising or failing to exercise a right under this Undertaking shall not prevent the Government from exercising any other right under this Undertaking. Exercising part of a right under this Undertaking shall not prevent the Government from subsequently exercising that right to the fullest extent. A delay in exercising or the non-exercise of a right under this Undertaking shall not prevent the Government from exercising that right subsequently. The Government's rights under this Undertaking shall be in addition to other rights which the Government may have under the law.

18. If at any time, any provision of this Undertaking is or becomes invalid, illegal or unenforceable under the law of any jurisdiction, this shall not affect its validity, legality or enforceability under the law of any other jurisdiction nor the validity, legality or enforceability of any other provision of this Undertaking.

19. I may not terminate this Undertaking until and unless all the Loan, interest, surcharge and Expenses have been fully repaid.

20. This Undertaking shall be governed by and construed in accordance with the Laws of Hong Kong. I agree that the courts of Hong Kong shall have jurisdiction over any dispute arising from or in connection with this Undertaking but the Government may also bring proceedings in any jurisdiction where I or my assets may be located.

21. I hereby confirm that this Undertaking as executed by me was either obtained from SFO offices or downloaded from SFO website without any modification whatsoever to the original text. This Undertaking is available in Chinese and English languages. I have chosen the English language version for execution and in the event of any inconsistency between the two language versions, the English language version shall prevail.

22. I confirm that I have read the contents of this Undertaking in 2 pages and I am satisfied that I fully understand its contents and effect before executing this Undertaking. I declare that the information provided in this Undertaking and in the Details Input Forms, including all the related documents submitted, is true, correct and complete.

This Undertaking is signed on the 20th day of July, 2021 (month), 2021 (year).

Signed by:	CHAN YAT SIU MING Ming	In the presence of Witness:	CHAN YAT SIU SUM FU
(Name of Student in Block Capitals)		(Name of Witness in Block Capitals)	
陳小明 Ming		陳一心	
(Name of Student in Chinese Characters) (if applicable)		(Name of Witness in Chinese Characters) (if applicable)	
Hong Kong Identity Card No.:	Y345673 (9)	Hong Kong Permanent Identity Card No.:	6123456 (7)
(Student)		(Witness)	
Amount of Loan: HK\$	30,000	Declaration: I acknowledge and agree that the personal data and related documents provided by me in connection with this Undertaking and in the Details Input Forms are true, correct and complete. It can be used by SFO and disclosed to the relevant parties by SFO; and give consent for SFO to request the relevant parties for personal data.	
Signature:	Sally Ming Ming	Signature:	FU
(Student)		(Witness)	

- Notes:
- A person who makes a false instrument, with the intention that he/she or another shall use it to induce somebody to accept it as genuine, and by reason of so accepting it to do or not to do some act to his/her own or any other person's prejudice, commits a criminal offence.
 - Student should read this Undertaking in conjunction with the Notice of Offer of Financial Assistance under the Financial Assistance Scheme for Post-secondary Students for 2021/22.
 - This Undertaking and Deed of Indemnity should be completed and signed respectively by the Student and the Indemnifier in the presence of a Witness. Neither the Student himself/herself nor the Indemnifier can act as Witness.
 - The names of the Student and the Witness in Chinese (if applicable) and English should be the same as those recorded in the respective Hong Kong Identity Cards.
 - Any amendment to the information completed by the Student or the Witness (including addition, deletion and alteration) must be counter-signed by the Student or the Witness, whoever has made the amendments, using the same signature(s). SFO will not accept documents with amendments made by means of correction fluid or correction tape.
 - Should the Witness use a name chop, he/she should mark a 'c' next to the chop.
 - SFO has the sole discretion to determine whether the Undertaking is properly completed or not. SFO has the sole power not to accept the Undertaking if it is considered not properly completed.

Completion with Proper Corrections

- If the contents on the Undertaking are not completely and clearly printed, the Applicant is **required to use a new set of the Undertaking**. After ensuring that all the contents have been completely and clearly printed, **the whole document has to be completed afresh**.
- The amendment made to the Student's name in English is counter-signed by the Applicant.
- The repeated stroke of the Student's name in Chinese is counter-signed by the Applicant.
- If correction fluid or correction tape has been applied to any amendments made on the Undertaking, the Applicant is **required to use a new set of the Undertaking and complete the whole document afresh**.
- The Undertaking must be completed with a black or dark blue ball pen. Documents completed with an erasable ball pen will not be accepted.
- The amendment made to the Student's signature is counter-signed **twice** by the Applicant to –
 - confirm deletion of the incorrect signature; and
 - provide the correct signature.
- The amendment made to the Witness's name in English is counter-signed by the **Witness**.

Deed of Indemnity – Points to Note

DEED OF INDEMNITY

Please use EITHER the Chinese
OR English version only

ASSISTANCE SCHEME FOR POST-SECONDARY STUDENTS (FASP) 2021/22

D1 **D2** This Deed of Indemnity is made by the undersigned ("Indemnifier") in favour of the Government of the Hong Kong Special Administrative Region ("Government").

D3 WHEREAS the Government has agreed to offer a loan of HK\$ 30,000 ("Loan") with interest chargeable at a rate of _____ per annum under the Financial Assistance Scheme for Post-secondary Students ("FASP") to Mr./Mrs./Miss/Ms. CHAN YAT SUM ("Student") (Name of Student in Block Capitals) (* Delete whichever is not applicable) bearing Hong Kong Identity Card No.: Y345678 (9) in accordance with the Undertaking signed by him/her on the 30th day of June (month) 2021 (year) and on conditions, inter alia, that this Deed of Indemnity be executed.

NOW THIS DEED OF INDEMNITY WITNESSES as follows:

3. In consideration of the Loan, the Indemnifier hereby agrees to be liable to the Government as if he/she were the principal debtor for the whole amount of the Loan, all interest and surcharge from time to time accruing thereon and all costs and expenses payable by the Student under the Undertaking (collectively, "Debt"). The Indemnifier hereby guarantees that the Debt shall be paid when it becomes due and payable by the Student under the Undertaking. The Indemnifier hereby covenants with the Government that he/she will immediately pay to the Government as a principal debtor on demand from the Government whenever the Debt has become due and payable by the Student.

4. The Indemnifier further undertakes to pay all expenses and costs (including legal costs and related expenses in the course of legal recovery actions) which the Government may incur for the enforcement of this Deed of Indemnity and the Undertaking signed by the Student ("Expenses").

5. The Indemnifier agrees that before the Government demands payment of the Debt or the Expenses from him/her, the Government does not need to demand payment from the Student first or to take any other action to obtain payment.

6. This Deed of Indemnity shall be independent of, and in addition to, any Deed of Indemnity which the Government holds from time to time in relation to the Debt. If the Government has any other Deed of Indemnity in relation to the Debt, the Government shall be entitled to choose which Deed of Indemnity it wishes to enforce and the order of enforcement. The Government shall not be obliged to enforce any other Deed of Indemnity or to take any other steps or proceedings before it enforces this Deed of Indemnity.

7. From time to time, the Indemnifier acknowledges and agrees that the Government may revise the terms and conditions applicable to or in relation to the Loan (including revising the repayment schedule for the Loan and interest accruing thereon); (or) make any other arrangement, compromise or settlement with the Student or any other indemnifier. If the Government does carry out any of the above acts in this Clause 7, or do or fail to do anything else, this shall not affect the Government's rights or the Indemnifier's liability under this Deed of Indemnity.

8. This Deed of Indemnity shall continue until the full payment of the Debt and the Expenses. This means that the Indemnifier's obligations under this Deed of Indemnity shall not be discharged even if the Debt becomes for any reason not recoverable from the Student.

9. If the Student becomes bankrupt or enters into Individual Voluntary Arrangement or has a receiver appointed over his/her business or assets, the Government shall be entitled to make a claim against the Student's assets for the outstanding balance of the Debt even if the Indemnifier has already made a part payment of the Debt to the Government under this Deed of Indemnity. Any payment which the Government may receive from the Student or his/her estate or any other person shall not affect the Government's right to recover the remaining balance of the Debt and Expenses from the Indemnifier under this Deed of Indemnity.

10. Any payment received by the Government under this Deed of Indemnity shall be applied in the following order towards payment of firstly the surcharge (i.e. the default interest on the Loan), secondly (any balance thereof) the interest on the Loan, thirdly (any balance thereof) the overdue principal portion of the Loan and finally all Expenses, or otherwise in such order deems fit by the Student Finance Office ("SFO"), Working Family and Student Financial Assistance Agency.

11. A certificate, notice or letter issued by SFO as to the amount of the outstanding balance of the Debt or Expenses from time to time shall be conclusive evidence against the Indemnifier for all purposes.

12. The Indemnifier agrees that the Government may disclose information and personal data concerning the Indemnifier to any Government bureaux or departments, or non-government organisations for the purposes the Government deems necessary in relation to the administration of the loan and repayment matters, including but not limited to the processing and counter-checking of the application for Loan, verification of the personal data he/she has provided in this Deed of Indemnity and in the Details Input Forms and other related documents, administration and maintenance of loan account information, recovery of overdue repayments or overpayments or expenses, other usages as stated in the Notice of Offer of Financial Assistance under the Financial Assistance Scheme for Post-secondary Students for 2021/22, and for the purposes authorised or required by law. The Indemnifier hereby gives consent for SFO to request for his/her personal data from the parties and for the purposes mentioned in this Clause 12.

13. The Indemnifier also agrees to inform SFO in writing immediately if he/she intends to leave the Hong Kong Special Administrative Region ("Hong Kong") for a period longer than 3 months or to emigrate; or if there is any change of his/her residential address, or his/her other contact information, including mobile number, email address or fax number from time to time.

14. The Indemnifier declares that as at the date of this Deed of Indemnity, he/she is not an undischarged bankrupt, is not aware that there is any bankruptcy petition filed by him/her or presented against him/her and he/she has not applied/is not applying for any Individual Voluntary Arrangement, and no receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of his/her assets, and he/she is not involved in any litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong) or in any claim (whether inside or outside Hong Kong) which is presently in progress or pending or threatened against him/her or any of his/her assets.

D9 The Indemnifier also agrees to inform SFO in writing immediately if any time after the date of this Deed of Indemnity and whilst the Debt remains outstanding, a bankruptcy petition is filed by him/her or presented against him/her or a bankruptcy order is made against him/her or he/she applies for Individual Voluntary Arrangement, or he/she is aware that a receiver, administrator, administrative receiver,

trustee or similar officer has been appointed over any or all of his/her assets; or if he/she is involved in any litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong) or if there is any claim (whether inside or outside Hong Kong) against him/her or any of his/her assets.

16. The Indemnifier agrees that SFO has the power to consolidate all loans granted to the Student under the FASP. Whilst the Indemnifier is only required to pay up the Debt but not any other loan to the same Student which has been consolidated to the Loan as referred to in Clause 2 above ("Other Loans") or interest or surcharge accruing on such Other Loans (provided that he/she has not executed any Deed of Indemnity in respect of these Other Loans), in the event that different Indemnifiers have executed Deed of Indemnity in relation to the Loan and Other Loans, and if any amount received by SFO from the Student is insufficient to cover any sum due and payable, SFO shall have the power to determine how such amount should be apportioned.

17. Any notice or demand to be given under this Deed of Indemnity shall be in writing and shall be deemed to have been duly given to the Indemnifier if sent by post or by hand to his/her residential address or by fax to his/her fax number or by SMS to his/her mobile number or by email to his/her email address (each of which number or address as last provided to SFO or as last revised by no less than 10 working days' written notice).

18. The Government's rights under this Deed of Indemnity may be exercised as often as the Government deems fit. Exercising or failing to exercise a right under this Deed of Indemnity shall not prevent the Government from exercising any other right under this Deed of Indemnity. Exercising part of a right under this Deed of Indemnity shall not prevent the Government from subsequently exercising that right to the fullest extent. A delay in exercising or the non-exercise of a right under this Deed of Indemnity shall not prevent the Government from exercising that right subsequently. The Government's rights under this Deed of Indemnity shall be in addition to other rights which the Government may have under the law.

19. If at any time, any provision of this Deed of Indemnity is or becomes invalid, illegal or unenforceable under the law of any jurisdiction, this shall not affect its validity, legality or enforceability under the law of any other jurisdiction nor the validity, legality or enforceability of any other provision of this Deed of Indemnity.

20. The Indemnifier may not terminate this Deed of Indemnity until and unless the Debt and Expenses have been fully repaid.

21. The Indemnifier hereby confirms that this Deed of Indemnity as executed by him/her was either obtained from SFO offices or downloaded from the website of SFO without any modification whatsoever to the original text. This Deed of Indemnity is available in Chinese and English languages. The Indemnifier has chosen the English language version for execution and in the event of any inconsistency between the two language versions, the English language version shall prevail.

22. This Deed of Indemnity shall be governed by and construed in accordance with the Laws of Hong Kong. The Indemnifier agrees that the courts of Hong Kong shall have jurisdiction over any dispute arising from or in connection with this Deed of Indemnity but the Government may also bring proceedings in any jurisdiction where the Indemnifier or his/her assets may be located.

23. The Indemnifier declares that the information provided in this Deed of Indemnity and in the Details Input Forms, including all the related documents submitted, is true, correct and complete.

24. The Indemnifier confirms that he/she has read the contents of the whole of this Deed of Indemnity in 2 pages carefully and understands that he/she has the right to seek independent legal advice from lawyers of his/her own choice to make sure that he/she understands his/her commitment and the full consequences of his/her signing this Deed of Indemnity before signing this Deed of Indemnity. It is either that he/she sought independent legal advice concerning this Deed of Indemnity or has chosen not to do so, but he/she is satisfied that he/she fully understands the terms and effect of this Deed of Indemnity.

D4 Deed is made on the 30th day of June (month) 2021 (year).

SIGNED, SEALED AND DELIVERED by: CHAN TAI MAN (Name of Indemnifier in Block Capitals) In the presence of: CHAN YAT SUM (Name of Witness in Block Capitals)

D5 陳太文 (Name of Indemnifier in Chinese Characters) (if applicable) **D7** 陳一心 (Name of Witness in Chinese Characters) (if applicable)

Hong Kong Permanent Identity Card No.: 666666 (1) (Indemnifier) Hong Kong Permanent Identity Card No.: 6123456 (7) (Witness)

Relationship with the Student: FATHER AND SON (Indemnifier) Declaration: I acknowledge and agree that the personal data and related documents provided by me in connection with this Deed of Indemnity and in the Details Input Forms are true, correct and complete. It can be used by SFO and disclosed to the relevant parties by SFO, and give consent for SFO to request the relevant parties for personal data.

D6 Signature: Man (Indemnifier) **D8** Signature: 心 (Witness)

Notes: 1. A person who makes a false instrument, with the intention that he/she or another shall use it to induce somebody to accept it as genuine, and by reason of so accepting it to do or not to do some act to his/her own or any other person's prejudice, commits a criminal offence.

2. The Indemnifier should read this Deed of Indemnity in conjunction with the Undertaking signed by the Student receiving loan and the Notice of Offer of Financial Assistance under the Financial Assistance Scheme for Post-secondary Students for 2021/22.

3. The Deed of Indemnity should be completed and signed by the Indemnifier in the presence of a Witness. Neither the Student himself/herself nor the Indemnifier can act as Witness. Also, the Student is not acceptable to act as Indemnifier for his/her own application.

4. The names of the Student, the Indemnifier and the Witness in Chinese (if applicable) and English should be the same as those recorded in the respective Hong Kong Identity Cards.

5. Any amendments to the information completed in the above execution clause of this Deed of Indemnity (including addition, deletion and alteration) must be counter-signed by the Indemnifier or the Witness, whoever has made the relevant amendments, using the same signature(s) as executed in this Deed of Indemnity. SFO will not accept documents with amendments made by means of correction fluid or correction tape.

6. Should the Indemnifier or the Witness use a name chop, he/she should mark a "+" next to the chop.

7. SFO has the sole discretion to determine whether the Deed of Indemnity is properly completed or not. SFO has the sole power not to accept the Deed of Indemnity if it is considered not properly completed.

D9 SFO 265 (2021)

Points to Note

D1. This Deed of Indemnity (Deed) is a legal document. All the contents of this Deed must be completely and clearly printed. The Deed with missing, blurred or smeared contents or with unauthorised alteration of contents will not be accepted.

D2. This Deed should be completed by the Indemnifier in the presence of a Witness. This Deed must be completed with a black or dark blue ball pen (**documents completed with an erasable ball pen will not be accepted**). Any amendments on the Deed must not be made by means of correction fluid or correction tape.

D3. The information filled must be the same as the information provided on the Undertaking. Any amendments made must be counter-signed by the **Indemnifier**.

D4. The date filled must be the same as or later than the date entered in the Undertaking. The whole set of loan documents must be submitted within 30 calendar days from the date of execution of the Undertaking. Any amendments made must be counter-signed by the **Indemnifier**.

D5. The Indemnifier should enter the names in English and Chinese (if applicable) and HKPID Card No. as recorded in the HKPID Card. Any amendments made must be counter-signed by the **Indemnifier**.

D6. Any amendments made to the signature of the Indemnifier must be counter-signed **twice** by the **Indemnifier** to –
(a) confirm deletion of the incorrect signature; and
(b) provide the correct signature.

D7. The Witness should enter the names in English and Chinese (if applicable) and HKPID Card No. as recorded in the HKPID Card. Any amendments made must be counter-signed by the **Witness**.

D8. Any amendments made to the signature of the Witness must be counter-signed **twice** by the **Witness** to –
(a) confirm deletion of the incorrect signature; and
(b) provide the correct signature.

D9. The form number at the bottom left-hand corner of the Deed is SFO 265 (2021).

Deed of Indemnity – Demo of **Incorrect** Completion

Please use EITHER the Chinese OR English version only

DEED OF INDEMNITY

UNDER THE FINANCIAL ASSISTANCE SCHEME FOR POST-SECONDARY STUDENTS (FASP) 2021/22

THIS DEED OF INDEMNITY is made by the undersigned ("Indemnifier") in favour of the Government of the Hong Kong Special Administrative Region ("Government").

2. WHEREAS the Government has agreed to offer a loan of HK\$ 30,000 ("Loan") with interest chargeable at a rate of 1% per annum under the Financial Assistance Scheme for Post-Secondary Students ("FASP") to Mr./Mrs./Miss/Ms* CHAN YAT MAN (*Name of Student in Block Capitals*) (* Delete whichever is not applicable) bearing Hong Kong Identity Card No. Y345678 (9) in accordance with the Undertaking signed by him/her on the 30th day of June (month) 2021 (year) and on conditions, inter alia, that this Deed of Indemnity be executed.

E1

NOW THIS DEED OF INDEMNITY WITNESSES as follows:

3. In consideration of the Loan, the Indemnifier hereby agrees to be liable to the Government as if he/she were the principal debtor for the whole amount of the Loan, all interest and surcharge from time to time accruing thereon and all costs and expenses payable by the Student under the Undertaking (collectively, "Debt"). The Indemnifier hereby guarantees that the Debt shall be paid when it becomes due and payable by the Student under the Undertaking. The Indemnifier hereby covenants with the Government that he/she will immediately pay to the Government as a principal debtor on demand from the Government wherever the Debt has become due and payable by the Student.

4. The Indemnifier further undertakes to pay all expenses and costs (including legal costs and related expenses in the course of legal recovery actions) which the Government may incur for the enforcement of this Deed of Indemnity and the Undertaking signed by the Student ("Expenses").

5. The Indemnifier agrees that before the Government demands payment of the Debt or the Expenses from him/her, the Government does not need to demand payment from the Student first or to take any other action to obtain payment.

6. This Deed of Indemnity shall be independent of, and in addition to, any Deed of Indemnity which the Government holds from time to time in relation to the Debt. If the Government has any other Deed of Indemnity in relation to the Debt, the Government shall be entitled to choose which Deed of Indemnity it wishes to enforce and the order of enforcement. The Government shall not be obliged to enforce any other Deed of Indemnity or to take any other steps or proceedings before it enforces this Deed of Indemnity.

7. From time to time, the Indemnifier acknowledges and agrees that the Government may revise the terms and conditions applicable to or in relation to the Loan (including revising the repayment schedule for the Loan and interest accruing thereon); (or) make any other arrangement, compromise or settlement with the Student or any other indemnifier. If the Government does carry out any of the above acts in this Clause 7, or do or fail to do anything else, this shall not affect the Government's rights or the Indemnifier's liability under this Deed of Indemnity.

8. This Deed of Indemnity shall continue until the full payment of the Debt and the Expenses. This means that the Indemnifier's obligations under this Deed of Indemnity shall not be discharged even if the Debt becomes for any reason not recoverable from the Student.

9. If the Student becomes bankrupt or enters into Individual Voluntary Arrangement or has a receiver appointed over his/her business or assets, the Government shall be entitled to make a claim against the Student's assets for the outstanding balance of the Debt even if the Indemnifier has already made a part payment of the Debt to the Government under this Deed of Indemnity. Any payment which the Government may receive from the Student or his/her estate or any other person shall not affect the Government's right to recover the remaining balance of the Debt and Expenses from the Indemnifier under this Deed of Indemnity.

10. Any payment received by the Government under this Deed of Indemnity shall be applied in the following order towards payment of firstly the surcharge (i.e. the default interest on the Loan), secondly (any balance thereof) the interest on the Loan, thirdly (any balance thereof) the overdue principal portion of the Loan and finally all Expenses, or otherwise in such order deems fit by the Student Finance Office ("SFO"), Working Family and Student Financial Assistance Agency.

11. A certificate, notice or letter issued by SFO as to the amount of the outstanding balance of the Debt or Expenses from time to time shall be conclusive evidence against the Indemnifier for all purposes.

12. The Indemnifier agrees that the Government may disclose information and personal data concerning the Indemnifier to any Government bureaux or departments, or non-government organisations for the purposes the Government deems necessary in relation to the administration of the loan and repayment matters, including but not limited to the processing and counter-checking of the application for Loan, verification of the personal data he/she has provided in this Deed of Indemnity and in the Details Input Forms and other related documents, administration and maintenance of loan account information, recovery of overdue repayments or overpayments or expenses, other usages as stated in the Notice of Offer of Financial Assistance under the Financial Assistance Scheme for Post-secondary Students for 2021/22, and for the purposes authorised or required by law. The Indemnifier hereby gives consent for SFO to request for his/her personal data from the parties and for the purposes mentioned in this Clause 12.

13. The Indemnifier also agrees to inform SFO in writing immediately if he/she intends to leave the Hong Kong Special Administrative Region ("Hong Kong") for a period longer than 3 months or to emigrate; or if there is any change of his/her residential address, or his/her other contact information, including his/her mobile number, email address or fax number from time to time.

14. The Indemnifier declares that as at the date of this Deed of Indemnity, he/she is not an undischarged bankrupt, is not aware that there is a bankruptcy petition filed by him/her or presented against him/her and he/she has not applied/is not applying for any Individual Voluntary Arrangement, and no receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all his/her assets, and he/she is not involved in any litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong) or claim (whether inside or outside Hong Kong) which is presently in progress or pending or threatened against him/her or any of his/her assets.

15. The Indemnifier also agrees to inform SFO in writing immediately if any time after the date of this Deed of Indemnity and whilst the Debt still remains outstanding, a bankruptcy petition is filed by him/her or presented against him/her or a bankruptcy order is made against him/her; or he/she applies for Individual Voluntary Arrangement; or he/she is aware that a receiver, administrator, administrative receiver,

trustee or similar officer has been appointed over any or all of his/her assets; or if he/she is involved in any litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong) or if there is any claim (whether inside or outside Hong Kong) against him/her or any of his/her assets.

16. The Indemnifier agrees that SFO has the power to consolidate all loans granted to the Student under the FASP. Whilst the Indemnifier is only required to pay up the Debt but not any other loan to the same Student which has been consolidated to the Loan as referred to in Clause 2 above ("Other Loans") or interest or surcharge accruing on such Other Loans (provided that he/she has not executed any Deed of Indemnity in respect of these Other Loans), in the event that different Indemnifiers have executed Deed of Indemnity in relation to the Loan and Other Loans, and if any amount received by SFO from the Student is insufficient to cover any sum due and payable, SFO shall have the power to determine how such amount should be apportioned.

17. Any notice or demand to be given under this Deed of Indemnity shall be in writing and shall be deemed to have been duly given to the Indemnifier if sent by post or by hand to his/her residential address or by fax to his/her fax number or by SMS to his/her mobile number or by email to his/her email address (each of which number or address as last provided to SFO or as last revised by no less than 10 working days' written notice).

18. The Government's rights under this Deed of Indemnity may be exercised as often as the Government deems fit. Exercising or failing to exercise a right under this Deed of Indemnity shall not prevent the Government from exercising any other right under this Deed of Indemnity. Exercising part of a right under this Deed of Indemnity shall not prevent the Government from subsequently exercising that right to the fullest extent. A delay in exercising or the non-exercise of a right under this Deed of Indemnity shall not prevent the Government from exercising that right subsequently. The Government's rights under this Deed of Indemnity shall be in addition to other rights which the Government may have under the law.

19. If at any time, any provision of this Deed of Indemnity is or becomes invalid, illegal or unenforceable under the law of any jurisdiction, this shall not affect its validity, legality or enforceability under the law of any other jurisdiction nor the validity, legality or enforceability of any other provision of this Deed of Indemnity.

20. The Indemnifier may not terminate this Deed of Indemnity until and unless the Debt and Expenses have been fully repaid.

21. The Indemnifier hereby confirms that this Deed of Indemnity as executed by him/her was either obtained from SFO offices or downloaded from the website of SFO without any modification whatsoever to the original text. This Deed of Indemnity is available in Chinese and English languages. The Indemnifier has chosen the English language version for execution and in the event of any inconsistency between the two language versions, the English language version shall prevail.

22. This Deed of Indemnity shall be governed by and construed in accordance with the Laws of Hong Kong. The Indemnifier agrees that the courts of Hong Kong shall have jurisdiction over any dispute arising from or in connection with this Deed of Indemnity but the Government may also bring proceedings in any jurisdiction where the Indemnifier or his/her assets may be located.

23. The Indemnifier declares that the information provided in this Deed of Indemnity and in the Details Input Forms, including all the related documents submitted, is true, correct and complete.

24. The Indemnifier confirms that he/she has read the contents of the whole of this Deed of Indemnity in 2 pages carefully and understands that he/she has the right to seek independent legal advice from lawyers of his/her own choice to make sure that he/she understands his/her commitment and the full consequences of his/her signing this Deed of Indemnity before signing this Deed of Indemnity. It is either that he/she has sought independent legal advice concerning this Deed of Indemnity or has chosen not to do so, but he/she is satisfied that he/she fully understands its contents and effect before signing this Deed of Indemnity.

This Deed is made on the 30th day of June (month) 2021 (year)

<p>1. SIGNED, SEALED AND DELIVERED by:</p> <p><u>CHAN YAT MAN</u> (Name of Indemnifier in Block Capitals)</p> <p><u>陳大文</u> (Name of Indemnifier in Chinese Characters)(if applicable)</p> <p>Hong Kong Permanent Identity Card No.: <u>CCCC666 (1)</u> (Indemnifier)</p> <p>Relationship with the Student: <u>FATHER AND SON</u> (Indemnifier)</p> <p>Signature: <u>[Signature]</u> (Indemnifier)</p>	<p>In the presence of:</p> <p><u>CHAN YAT SUM SUM MAN</u> (Name of Witness in Block Capitals)</p> <p><u>陳一心</u> (Name of Witness in Chinese Characters)(if applicable)</p> <p>Hong Kong Permanent Identity Card No.: <u>G123456 (?)</u> (Witness)</p> <p>Declaration: I acknowledge and agree that the personal data and related documents provided by me in connection with this Deed of Indemnity and in the Details Input Forms are true, correct and complete. It can be used by SFO and disclosed to the relevant parties by SFO; and give consent for SFO to request the relevant parties for personal data.</p> <p>Signature: <u>[Signature]</u> (Witness)</p>
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- Notes:
1. A person who makes a false instrument, with the intention that he/she or another shall use it to induce somebody to accept it as genuine, and by reason of so accepting it to do or not to do some act to his/her own or any other person's prejudice, commits a criminal offence.
 2. The Indemnifier should read this Deed of Indemnity in conjunction with the Undertaking signed by the Student receiving loan and the Notice of Offer of Financial Assistance under the Financial Assistance Scheme for Post-secondary Students for 2021/22.
 3. The Deed of Indemnity should be completed and signed by the Indemnifier in the presence of a Witness. Neither the Student himself/herself nor the Indemnifier can act as Witness. Also, the Student is not acceptable to act as Indemnifier for his/her own application.
 4. The names of the Student, the Indemnifier and the Witness in Chinese (if applicable) and English should be the same as those recorded in the respective Hong Kong Identity Cards.
 5. Any amendments to the information completed in the above execution clause of this Deed of Indemnity (including addition, deletion and alteration) must be counter-signed by the Indemnifier or the Witness, whoever has made the relevant amendments, using the same signature(s) as executed in this Deed of Indemnity. SFO will not accept documents with amendments made by means of correction fluid or correction tape.
 6. Should the Indemnifier or the Witness use a name chop, he/she should mark a "+" next to the chop.
 7. SFO has the sole discretion to determine whether the Deed of Indemnity is properly completed or not. SFO has the sole power not to accept the Deed of Indemnity if it is considered not properly completed.

Reasons of Rejection

- E1. The amendment made to the amount of loan has not been counter-signed by the Indemnifier.
- E2. Some contents on the Deed are smeared. Relevant contents are not complete and clear.
- E3. The amendment made to the Indemnifier's name in English has not been counter-signed by the Indemnifier.
- E4. The repeated stroke of the Indemnifier's name in Chinese has not been counter-signed by the Indemnifier.
- E5. The Indemnifier's HKPID Card No. has been amended by means of correction tape.
- E6. The relationship with the Student is filled by an erasable ball pen which makes the information filled easily removable.
- E7. The amendment made to the Indemnifier's signature has only been counter-signed by the Indemnifier once. It could merely be regarded as deleting the incorrect signature while the correct signature has not been provided yet.
- E8. The amendment made to the Witness's name in English has not been counter-signed by the Witness.

Deed of Indemnity – Demo of Completion with Proper Corrections

Please use EITHER the Chinese OR English version only

DEED OF INDEMNITY

UNDER THE FINANCIAL ASSISTANCE SCHEME FOR POST-SECONDARY STUDENTS (FASP) 2021/22

THIS DEED OF INDEMNITY is made by the undersigned ('Indemnifier') in favour of the Government of the Hong Kong Special Administrative Region ('Government').

2. WHEREAS the Government has agreed to offer a loan of HK\$ 30,000 ('Loan') with interest chargeable at a rate of 1% per annum under the Financial Assistance Scheme for Post-Secondary Students (FASP) to CHAN SIU MING ('Student') (Name of Student in Block Capitals) (* Delete whichever is applicable) bearing Hong Kong Identity Card No. Y845(73) (9) in accordance with the Undertaking signed by him/her on the 30th day of June (month) 2021 (year) and on conditions, inter alia, that this Deed of Indemnity be executed.

NOW THIS DEED OF INDEMNITY WITNESSES as follows:

3. In consideration of the Loan, the Indemnifier hereby agrees to be liable to the Government as if he/she were the principal debtor for the whole amount of the Loan, all interest and surcharge from time to time accruing thereon and all costs and expenses payable by the Student under the Undertaking (collectively, 'Debt'). The Indemnifier hereby guarantees that the Debt shall be paid when it becomes due and payable by the Student under the Undertaking. The Indemnifier hereby covenants with the Government that he/she will immediately pay to the Government as a principal debtor on demand from the Government whenever the Debt has become due and payable by the Student.

4. The Indemnifier further undertakes to pay all expenses and costs (including legal costs and related expenses in the course of legal recovery actions) which the Government may incur for the enforcement of this Deed of Indemnity and the Undertaking signed by the Student ('Expenses').

5. The Indemnifier agrees that before the Government demands payment of the Debt or the Expenses from him/her, the Government does not need to demand payment from the Student first or to take any other action to obtain payment.

6. This Deed of Indemnity shall be independent of, and in addition to, any Deed of Indemnity which the Government holds from time to time in relation to the Debt. If the Government has any other Deed of Indemnity in relation to the Debt, the Government shall be entitled to choose which Deed of Indemnity it wishes to enforce and the order of enforcement. The Government shall not be obliged to enforce any other Deed of Indemnity or to take any other steps or proceedings before it enforces this Deed of Indemnity.

7. From time to time, the Indemnifier acknowledges and agrees that the Government may revise the terms and conditions applicable to or in relation to the Loan (including revising the repayment schedule for the Loan and interest accruing thereon); (or) make any other arrangement, compromise or settlement with the Student or any other indemnifier. If the Government does carry out any of the above acts in this Clause 7, or do or fail to do anything else, this shall not affect the Government's rights or the Indemnifier's liability under this Deed of Indemnity.

8. This Deed of Indemnity shall continue until the full payment of the Debt and the Expenses. This means that the Indemnifier's obligations under this Deed of Indemnity shall not be discharged even if the Debt becomes for any reason not recoverable from the Student.

9. If the Student becomes bankrupt or enters into Individual Voluntary Arrangement or has a receiver appointed over his/her business or assets, the Government shall be entitled to make a claim against the Student's assets for the outstanding balance of the Debt even if the Indemnifier has already made a part payment of the Debt to the Government under this Deed of Indemnity. Any payment which the Government may receive from the Student or his/her estate or any other person shall not affect the Government's right to recover the remaining balance of the Debt and Expenses from the Indemnifier under this Deed of Indemnity.

10. Any payment received by the Government under this Deed of Indemnity shall be applied in the following order towards payment of firstly the surcharge (i.e. the default interest on the Loan), secondly (any balance thereof) the interest on the Loan, thirdly (any balance thereof) the overdue principal portion of the Loan and finally all Expenses, or otherwise in such order deems fit by the Student Finance Office ('SFO'), Working Family and Student Financial Assistance Agency.

11. A certificate, notice or letter issued by SFO as to the amount of the outstanding balance of the Debt or Expenses from time to time shall be conclusive evidence against the Indemnifier for all purposes.

12. The Indemnifier agrees that the Government may disclose information and personal data concerning the Indemnifier to any Government bureaux or departments, or non-government organisations for the purposes the Government deems necessary in relation to the administration of the loan and repayment matters, including but not limited to the processing and counter-checking of the application for Loan, verification of the personal data he/she has provided in this Deed of Indemnity and in the Details Input Forms and other related documents, administration and maintenance of loan account information, recovery of overdue repayments or overpayments or expenses, other usages as stated in the Notice of Offer of Financial Assistance under the Financial Assistance Scheme for Post-secondary Students for 2021/22, and for the purposes authorised or required by law. The Indemnifier hereby gives consent for SFO to request for his/her personal data from the parties and for the purposes mentioned in this Clause 12.

13. The Indemnifier also agrees to inform SFO in writing immediately if he/she intends to leave the Hong Kong Special Administrative Region ('Hong Kong') for a period longer than 3 months or to emigrate; or if there is any change of his/her residential address, or his/her contact information, including mobile number, email address or fax number from time to time.

14. The Indemnifier declares that as at the date of this Deed of Indemnity, he/she is not an undischarged bankrupt, is not aware that there is a bankruptcy petition filed by him/her or presented against him/her and he/she has not applied/is not applying for any Individual Voluntary Arrangement, and no receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of his/her assets, and he/she is not involved in any litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong) and no claim (whether inside or outside Hong Kong) is presently in progress or pending or threatened against him/her or any of his/her assets.

15. The Indemnifier also agrees to inform SFO in writing immediately if any time after the date of this Deed of Indemnity and whilst the Debt still remains outstanding, a bankruptcy petition is filed by him/her or presented against him/her or a bankruptcy order is made against him/her; or he/she applies for Individual Voluntary Arrangement; or he/she is aware that a receiver, administrator, administrative receiver,

trustee or similar officer has been appointed over any or all of his/her assets; or if he/she is involved in any litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong) or if there is any claim (whether inside or outside Hong Kong) against him/her or any of his/her assets.

16. The Indemnifier agrees that SFO has the power to consolidate all loans granted to the Student under the FASP. Whilst the Indemnifier is only required to pay up the Debt but not any other loan to the same Student which has been consolidated to the Loan as referred to in Clause 2 above ('Other Loans') or interest or surcharge accruing on such Other Loans (provided that he/she has not executed any Deed of Indemnity in respect of these Other Loans), in the event that different indemnifiers have executed Deed of Indemnity in relation to the Loan and Other Loans, and if any amount received by SFO from the Student is insufficient to cover any sum due and payable, SFO shall have the power to determine how such amount should be apportioned.

17. Any notice or demand to be given under this Deed of Indemnity shall be in writing and shall be deemed to have been duly given to the Indemnifier if sent by post or by hand to his/her residential address or by fax to his/her fax number or by SMS to his/her mobile number or by email to his/her email address (each of which number or address as last provided to SFO or as last revised by no less than 10 working days' written notice).

18. The Government's rights under this Deed of Indemnity may be exercised as often as the Government deems fit. Exercising or failing to exercise a right under this Deed of Indemnity shall not prevent the Government from exercising any other right under this Deed of Indemnity. Exercising part of a right under this Deed of Indemnity shall not prevent the Government from subsequently exercising that right to the fullest extent. A delay in exercising or the non-exercise of a right under this Deed of Indemnity shall not prevent the Government from exercising that right subsequently. The Government's rights under this Deed of Indemnity shall be in addition to other rights which the Government may have under the law.

19. If at any time, any provision of this Deed of Indemnity is or becomes invalid, illegal or unenforceable under the law of any jurisdiction, this shall not affect its validity, legality or enforceability under the law of any other jurisdiction nor the validity, legality or enforceability of any other provision of this Deed of Indemnity.

20. The Indemnifier may not terminate this Deed of Indemnity until and unless the Debt and Expenses have been fully repaid.

21. The Indemnifier hereby confirms that this Deed of Indemnity as executed by him/her was either obtained from SFO offices or downloaded from the website of SFO without any modification whatsoever to the original text. This Deed of Indemnity is available in Chinese and English languages. The Indemnifier has chosen the English language version for execution and in the event of any inconsistency between the two language versions, the English language version shall prevail.

22. This Deed of Indemnity shall be governed by and construed in accordance with the Laws of Hong Kong. The Indemnifier agrees that the courts of Hong Kong shall have jurisdiction over any dispute arising from or in connection with this Deed of Indemnity but the Government may also bring proceedings in any jurisdiction where the Indemnifier or his/her assets may be located.

23. The Indemnifier declares that the information provided in this Deed of Indemnity and in the Details Input Forms, including all the related documents submitted, is true, correct and complete.

24. The Indemnifier confirms that he/she has read the contents of the whole of this Deed of Indemnity in 2 pages carefully and understands that he/she has the right to seek independent legal advice from lawyers of his/her own choice to make sure that he/she understands his/her commitment and the full consequences of his/her signing this Deed of Indemnity before signing this Deed of Indemnity. It is either that he/she has sought independent legal advice concerning this Deed of Indemnity or has chosen not to do so, but he/she is satisfied that he/she fully understands its contents and effect before signing this Deed of Indemnity.

This Deed is made on the 30th day of June (month) 2021 (year).

SIGNED, SEALED AND DELIVERED BY:		In the presence of:	
F3	<u>CHAN YAT TAI MAN</u> Man (Name of Indemnifier in Block Capitals)	F8	<u>CHAN YAT SOU SUM TU</u> (Name of Witness in Block Capitals)
F4	<u>陳大文</u> Man (Name of Indemnifier in Chinese Characters) (if applicable)		<u>陳一仁</u> (Name of Witness in Chinese Characters) (if applicable)
F5	Hong Kong Permanent Identity Card No.: <u>CG6666 (11)</u> (Indemnifier)		Hong Kong Permanent Identity Card No.: <u>G123456 (7)</u> (Witness)
F6	Relationship with the Student: <u>FATHER AND SON</u> (Indemnifier)	Declaration: I acknowledge and agree that the personal data and related documents provided by me in connection with this Deed of Indemnity and in the Details Input Forms are true, correct and complete. It can be used by SFO and disclosed to the relevant parties by SFO, and give consent for SFO to request the relevant parties for personal data.	
F7	Signature: <u>[Signature]</u> (Indemnifier)	Signature: <u>[Signature]</u> (Witness)	

Notes:

- A person who makes a false instrument, with the intention that he/she or another shall use it to induce somebody to accept it as genuine, and by reason of so accepting it to do or not to do some act to his/her own or any other person's prejudice, commits a criminal offence.
- The Indemnifier should read this Deed of Indemnity in conjunction with the Undertaking signed by the Student receiving loan and the Notice of Offer of Financial Assistance under the Financial Assistance Scheme for Post-secondary Students for 2021/22.
- The Deed of Indemnity should be completed and signed by the Indemnifier in the presence of a Witness. Neither the Student himself/herself nor the Indemnifier can act as Witness. Also, the Student is not acceptable to act as Indemnifier for his/her own application.
- The names of the Student, the Indemnifier and the Witness in Chinese (if applicable) and English should be the same as those recorded in the respective Hong Kong Identity Cards.
- Any amendments to the information completed in the above execution clause of this Deed of Indemnity (including addition, deletion and alteration) must be counter-signed by the Indemnifier or the Witness, whoever has made the relevant amendments, using the same signature(s) as executed in this Deed of Indemnity. SFO will not accept documents with amendments made by means of correction fluid or correction tape.
- Should the Indemnifier or the Witness use a name chop, he/she should mark a "+" next to the chop.
- SFO has the sole discretion to determine whether the Deed of Indemnity is properly completed or not. SFO has the sole power not to accept the Deed of Indemnity if it is considered not properly completed.

Completion with Proper Corrections

- The amendment made to the amount of loan is counter-signed by the Indemnifier.
- If the contents on the Deed are not completely and clearly printed, the Indemnifier is **required to use a new set of the Deed**. After ensuring that all the contents have been completely and clearly printed, **the whole document has to be completed afresh**.
- The amendment to the Indemnifier's name in English is counter-signed by the Indemnifier.
- The repeated stroke of the Indemnifier's name in Chinese is counter-signed by the Indemnifier.
- If correction fluid or correction tape has been applied to any amendments made on the Deed, the Indemnifier is **required to use a new set of the Deed and complete the whole document afresh**.
- The Deed must be completed with a black or dark blue ball pen. Documents completed with an erasable ball pen will not be accepted.
- The amendment made to the Indemnifier's signature is counter-signed **twice** by the Indemnifier to –
 - confirm deletion of the incorrect signature; and
 - provide the correct signature.
- The amendment made to the Witness's name in English is counter-signed by the **Witness**.

Photocopies of Hong Kong Identity (HKID) Cards – Points to Note

Sample of HKID Card Copy



Points to Note

- G1. The photocopies should be made on a separate A4 size white paper which is blank on both sides. Computer scanned copies, photocopies made by facsimile machine, enlarged or reduced photocopies, duplicates of the photocopies, unclear or incomplete photocopies of the respective HKID Cards are not acceptable;
- G2. The photocopies of damaged HKID Cards are not acceptable; and
- G3. The cardholder may mark the photocopy “COPY” across the image of the HKID Card but the names, the HKID Card number, Date of Birth and resident status symbol printed on the HKID Card should be legible and not be obliterated from sight. The photocopies marked with other wording are not acceptable.