

Declaration and Terms and Conditions

1. I declare that the above information is true and complete and hereby authorize Bank of China (Hong Kong) Limited ("BOCHK") to contact my employers, financial and credit institution or any other credit or information source for the verification thereof and for the collection of such information as required for the processing and evaluation of this application and, if my application is approved, for the operation of my account.

I further authorize BOCHK to disclose any information regarding me and/or this application and/or my account with BOCHK confidentially to (i) BOCHK's employees, agents and contractors for the purpose of processing and verifying this application; and (ii) any third parties employed by BOCHK to provide administrative services in connection with the operation of customer accounts and marketing of account services; and (iii) any financial and credit institution or any other institutions from which credit or information source can be provided.

I agree and understand that the data held by BOCHK relating to me may be transferred to places (including places outside Hong Kong) at any time and from time to time where BOCHK deems necessary.

I agree that the granting of any loan by BOCHK to the Borrower(s) shall be conditional upon that all statements and information provided by me in this application form or supplied or to be supplied to BOCHK and/or the related bodies are true, correct, updated and complete. If any part of the statement and information provided by me is found to be false, incorrect, misleading or incomplete or there is any non-compliance of any terms herein, misrepresentation, mis-statements, breach of warranty or undertaking on my part herein, BOCHK may, at its sole discretion, refuse to grant or withdraw the loan or any part thereof, and the Applicant shall forthwith repay BOCHK immediately on demand the loan (if any) and indemnify BOCHK and/or the related bodies from and against all costs, liabilities (actual or contingent) and incidental expenses in reasonable amounts and reasonably incurred by BOCHK and/or the related bodies in connection with this application, without prejudice to all other rights, powers and remedies available to BOCHK and/or the related bodies. I understand that I may incur civil and/or criminal liability by making intentional or negligent misrepresentation(s) and/or providing fraudulent information in this application or omitting to provide relevant information including without limitation usage of the Mortgaged Property and my financial information (including without limitation information relating to my/our liabilities). Applicant shall keep BOCHK informed of any change of facts or circumstances which may render any information, statements, representations and/or particulars given hereunder, incorrect or untrue before the drawdown and the Applicant understands the non-disclosure of any facts on the change of circumstances hereunder may amount to making intentional or negligent misrepresentation(s) and/or providing fraudulent information or omitting to provide relevant information as above-mentioned.

I hereby solemnly and sincerely declare that (i) I do not have any overdue payment exceeding 30 days or any account that was cancelled by the financial institute due to my default in payment in respect of any Indebtedness (including without limitation credit card, mortgaged, personal loan and other financial arrangement); and (ii)(a) I have never been adjudged bankrupt, or made the subject of any bankruptcy or similar proceedings, or of any receiving or similar order, in Hong Kong or elsewhere; and (b) I have carefully and conscientiously considered the status of my assets and liabilities. I have no intention to petition for my own bankruptcy or for any similar order, or propose to enter into with my creditors any individual voluntary arrangement or similar arrangement, in Hong Kong or elsewhere, nor do I see any reason why I should do so.

2. (i) If I am an existing customer of BOC Credit Card (International) Limited ("the Card Company") and/or BOCHK, except for the updated information provided in this application, I agree that the Card Company will provide and disclose my personal information in its record (including gender) to BOCHK for the purpose of this loan application, and/or agree to use my personal information in BOCHK record (including gender) for the purpose of this loan application. I hereby declare that such information is true and up-to-date, and agree that the record held by the Card Company (if applicable) will be updated according to the information of this application (please refer to point(ii) below for details) .

(ii) I agree that if there is discrepancy between the designated information of this application (including nationality, marital status, education level, company industry & business nature, occupation, date of birth, gender and whether a Hong Kong Permanent Resident) and the record held by BOCHK, BOCHK's record and/or the Card Company's record will be updated accordingly after loan disbursement; other information (including all addresses and telephone numbers) will only be used for the purpose of this loan application and relevant communication in the future. I shall login to Internet Banking (if applicable) or visit any one of BOCHK branches if I would like to update my information in the record held by BOCHK.

3. I understand that BOCHK did not appoint any financial intermediary or third party to refer the Personal Loan provided and BOCHK does not accept any loan application referred to it by any financial intermediary or third party.

I hereby confirm that my loan application is not a referral by any financial intermediary or third party, nor I have provided any personal information to financial intermediary or third party for procuring, negotiating, obtaining or application of this loan. We will never in any circumstance refer your application to another financial institution for further processing. Whenever you get calls saying your application has been declined or has been referred to another financial institution, for your own protection and interest never reveal your personal data down a telephone line. If you feel or believe your personal data has been compromised, please immediately contact our staff or call the Police directly.

4. I agree to accept the Loan granted by BOCHK at its absolute discretion, whether such loan is equal to or less than the loan amount applied for in this Application Form and to be bound by the Terms and Conditions below. I agree and acknowledge that BOCHK has the absolute right to accept/reject this application.
5. I declare that I am currently employed and/or have income and understand that BOCHK reserves absolute discretion to require me to provide the related documentary proof of identity and income.
6. I agree that no part of the loan (if any) granted by BOCHK shall be used for financing the acquisition by any person of any shares in BOC Hong Kong (Holdings) Limited, or for reducing or discharging a liability incurred by any person whomsoever in connection with any such acquisition.
7. I declare that I am currently not involved in any litigation proceedings and I was not involved in any litigation proceedings in the past. For the avoidance of doubt, I hereby confirm and agree that I shall be liable to repay the principal and interest and other charges relating to the loan regardless of whether I may or may not be the account holder of the Designated Account.
8. I understand that BOCHK does not engage with any financial intermediary and BOCHK does not accept any loan application referred to it by any financial intermediary or third party. I also confirm that my loan application is not a referral by any financial intermediary or third party, nor I have provided any personal information to financial intermediary or third party for procuring, negotiating, obtaining or application of this loan.
9. I understand and agree that BOCHK will not send me monthly statement of account on approval and acceptance by me of this loan application. As a substitute, BOCHK will send me by mail a loan advice listing out the repayment and outstanding loan details. A loan repayment record will be provided by BOCHK only upon my personal request (Applicable for BOC Express Cash Instalment Loan only).
10. I confirm that this loan or any part thereof is not intended to be used for acquiring/investing in properties and/or refinancing of any existing mortgage.
11. I understand BOCHK to consider the credit report from TransUnion Limited and authorize BOCHK to check my credit information for the collection of such information for one or more than one time where BOCHK deems necessary. I may ask for such information from TransUnion Limited by my own (Tel. 2577 1816).
12. I agree and understand that the application and approval of the BOC Express Cash Instalment Loan/ BOC Express Cash Instalment Loan Balance Transfer are subject to Rule 31 of the Banking (Exposure Limits) Rules (Cap. 155 sub. leg. S), and the loan amount will be subject to the final approval decision.
13. I understand that remuneration of sales staff consists of fixed and variable components. The award of variable remuneration correlates in part with the staff's performance in financial and non-financial factors.
14. If I declare that the Loan Purpose is "investment", I acknowledge that this is entirely my personal and independent decision; and there is no offer, solicitation, recommendation, comment or guarantee by BOCHK to the purchase, subscription or sale of any investment product or service when BOCHK provides information to me relating to loan product/service, and when BOCHK handles my loan application. I further acknowledge that I have read the relevant risk disclosure of Investment as Loan Purpose and fully understood the related potential risks, and confirm that all my investment decision is not related to BOCHK at all.

BOC Express Cash Additional Terms and Conditions

1. I understand that interest shall be calculated and payable on the Loan from and including the Drawdown Date to and including the Final Repayment Date ("Interest"). The rate of interest applicable to the Loan shall be specified in the application form and confirmed in the Loan Advice. Interest shall be calculated on monthly basis.
2. I understand that the first Monthly Instalment and Extension Fee (Extension Fee shall be calculated from the rate of interest, shall accrue from day to day and shall be calculated on the basis of a 365-day year, if any) shall be debited to Designated Account on the first Business Day of the next following calendar month after the Drawdown Date or a date which is approved by BOCHK ("Repayment Date"). Each subsequent Monthly Instalment shall be debited to the Designated Account on the first Business Day of the next following calendar month after the subsequent Repayment Date ("Subsequent Repayment Dates") provided that if there is not such a day in any

subsequent calendar month, the relevant Monthly Instalment shall be debited on the last day of that calendar month or if such day is not a Business Day for the Bank or the relevant Monthly Instalment cannot be debited to the Designated Account for reasons beyond the control of BOCHK, the same shall be debited to the Designated Account in accordance with the usual practice of BOCHK.

3. I understand that if a Top-Up feature applies to this loan, the Borrower may redraw the repaid principal amount of the Loan. However, BOCHK reserves the right to reject any request for top-up loan facility and shall not be required to give any reason therefor. The top-up loan facility will be terminated when the Borrower has fully repaid the Loan. In normal circumstances BOCHK will give reasonable notice to the Borrower before terminating the loan facility. Nevertheless, BOCHK may suspend or terminate the loan facility at any time without prior notice and with or without cause. BOCHK will send a notice advising the applicable Annualised Percentage Rate ("APR"), Handling Fee, Monthly Payment and Repayment Tenor of the Top-Up loan.
4. I understand that the bank receiving the funds may charge a service fee and I should check with such bank to confirm. I understand that should I choose non-BOCHK account for autopay, I need to check with customer services hotline the account status well before the First Repayment Date. I may have to settle the first repayment by other payment methods.
5. I understand that the designated account for loan disbursement must be valid and of normal status; In the event the beneficiary bank returns the transferred fund and levies charges due to the Borrower's individual circumstances, BOCHK shall charge above handling fee to be debited to the Borrower's loan repayment account.
6. I understand that once a loan has been confirmed, I irrevocably accept the loan, regardless of its size and it being incompatible with the amount applied for.
7. I understand that a loan advice will be issued after loan drawdown to fully outline the loan, the repayment particulars and the entitlement to promotional offer (if any). Further, I agree that no monthly statement will follow in respect of the loan. I understand that this loan confirmation letter and loan advice shall supersede all prior representations and understanding, both written and oral, among the parties, with respect to the subject matter.
8. For details of the apportionment of interest and principal for each loan repayment throughout the loan tenor and the method of apportionment, Borrower(s) may refer to Instalment Loan Calculator and Repayment Schedule in our webpage (www.bochk.com).
9. I confirm that I am not any of the following persons or their relatives: director/ supervisor/ chief executive/ senior management and key staff/ chairman of committee/ head of department/ head of branch/ lending officer/ controller (holdings 5% or more shareholding alone or together with associates who are controllers) of BOCHK or Bank of China Ltd (including their subsidiaries and branches) or BOCHK's subsidiaries, affiliates and other entities over which BOCHK is able to exert control or controller/ minority shareholder controller/ director/ senior management and key staff of such subsidiaries, affiliates and other entities or being any firm, partnership or non-listed company which any of the aforesaid persons or their relatives is/are able to control. I confirm that our guarantors are not any controller, minority shareholder controller or director of BOCHK or their relatives. I undertake to notify BOCHK promptly should my/our status change, i.e. I become one of the above persons or their relatives.
10. The Chinese version of this document is a translation of the English version and is for reference only. If there is any discrepancy between the two versions, the English version shall prevail.

Note:

BOCHK has considered your credit report provided by TransUnion Limited in approving your application. If you wish to access or correct the credit report, please contact TransUnion Limited (Tel: (852) 2577 1816).