

**「貸合適」稅務貸款申請表**  
**APPLICATION FORM OF "iSmart" TAX LOAN**

在本申請表中，中國銀行(香港)有限公司簡稱為“中銀香港”。獲批准核貸款的申請人將受隨附的稅務貸款條款(“稅務貸款條款”)監管。除非另外指明，本申請表的用詞的定義與稅務貸款條款內的用詞的定義相同。

In this Application Form, "BOCHK" means Bank of China (Hong Kong) Limited. Successful Applicant will be subject to the Terms and Conditions ("the Terms and Conditions") attached herein. Terms and expressions as defined herein, unless otherwise specify, shall have the same meanings as used in the Terms and Conditions.

為向您提供服務，中銀香港需收集您的資料。如您未能提供有關資料，中銀香港可能無法處理您的申請。請參閱中銀香港「資料政策通告」及其某些相關實體不時以任何名稱發出的有關個人資料的使用、披露及轉移的一般政策的其他文件。

BOCHK need to collect the customer's information for the purpose of providing the services. If relevant information is not provided, BOCHK may not be able to process your application. Please refer to BOCHK "Data Policy Notice" or such other document(s) issued under whatever name from time to time by BOCHK and certain of its related entities relating to their general policies on use, disclosure and transfer of personal data.

請將此申請表格交回中銀香港各分行或使用回郵封寄回。

Please return this Application Form to any of BOCHK branches or by mail using the return envelope.

**個人資料 APPLICANT'S DATA**

香港身份證上的英文姓名 English Name as printed on HK ID Card

中文姓名 Name in Chinese \_\_\_\_\_ 香港身份證號碼 HK ID Card No. \_\_\_\_\_

出生日期 Date of Birth \_\_\_\_\_ 日 D/ \_\_\_\_\_ 月 M/ \_\_\_\_\_ 年 Y \_\_\_\_\_

性別 Sex 男 M 女 F \_\_\_\_\_ 供養人數 No. of Dependents \_\_\_\_\_

國籍 Nationality  
中國香港 Hong Kong, China  
中國 China (\_\_\_\_省 Province \_\_\_\_\_市 City)  
其他 (請說明) Others (please specify): \_\_\_\_\_

婚姻狀況 Marital Status  
單身 Single 已婚 Married 離婚/分居 Divorced / Separated

教育程度 Education Level  
小學程度或以下 Primary School or Below 中學程度 Secondary School  
預科/大專程度 Post-secondary or Tertiary 學位 University Degree  
碩士或以上 Post-graduate or Above

現居住址 Residential Address (請用英文正楷填寫 In English & Block Letters)

室 Flat 樓 Floor 座 Block 大廈/屋苑 Building/Estate

街道 Road/Street 地區 District 香港 HK 九龍 KLN 新界 NT  
國家/地區 Country / District:  
中國香港 Hong Kong, China 中國 China (\_\_\_\_省 Province \_\_\_\_\_市 City)  
其他 (請說明) Others (please specify): \_\_\_\_\_

長期居留地址 Permanent Address (請用英文正楷填寫 In English & Block Letters)

與現居地址相同 Same as Residential Address

其他 (請註明) Others (please specify): \_\_\_\_\_

室 Flat 樓 Floor 座 Block 大廈/屋苑 Building/Estate

街道 Road/Street 地區 District 香港 HK 九龍 KLN 新界 NT  
國家/地區 Country / District:  
中國香港 Hong Kong, China 中國 China (\_\_\_\_省 Province \_\_\_\_\_市 City)  
其他 (請說明) Others (please specify): \_\_\_\_\_

現居類型 Type of Residence

私人樓宇 Private Housing 居屋 Home Ownership Scheme (HOS)  
公共房屋 Public Housing 公司宿舍 Quarters  
其他 Others \_\_\_\_\_

現居所有權 (現居狀況) Ownership of Residence

自置(無抵押) Self-owned (No Mortgage)  
由僱主提供 Provided by Employer 親屬擁有 Owned by Family Members  
已按揭, 每月供款  
Mortgaged, Monthly Mortgage Payment 港幣HK\$ \_\_\_\_\_  
租用, 每月租金 Rented, Monthly Rent 港幣HK\$ \_\_\_\_\_  
其他 (請說明) Others (please specify) \_\_\_\_\_

現址居住開始時間 Start Date of Residence \_\_\_\_\_ 年 Year \_\_\_\_\_ 月 Month \_\_\_\_\_

傳呼機/手提電話 Pager/Mobile Phone No. \_\_\_\_\_

住宅電話 Home Tel. No. \_\_\_\_\_ 電郵地址 E-mail Address \_\_\_\_\_

通訊地址 Correspondence Address  
現居地址 Residential Address 辦公室地址 Office Address

**職業資料 OCCUPATION INFORMATION**

任職公司名稱 (請用英文正楷填寫) \_\_\_\_\_ 公司行業及業務性質  
Employer's Name (In English & Block Letters) \_\_\_\_\_ Company Industry & Business Nature

自僱 Self-employed 如否, 請說明職業及職位:  
是 Yes 否 No If No, please specify Occupation & Position: \_\_\_\_\_

工作性質 Job Nature  
長期僱員 Permanent 合約員工 Contract  
非在職人士 Unemployed / 臨時工 Temporary

薪酬類別 Type of Salary 固定收入 Fixed 非固定收入 Non-fixed

月薪 Monthly Salary \_\_\_\_\_ 中銀香港發薪戶 BOCHK's Payroll Account 是 Yes 否 No  
發薪戶戶口號碼 BOCHK's Payroll Account No. \_\_\_\_\_

現職開始時間 Start Date of Current Employment \_\_\_\_\_ 年 Year \_\_\_\_\_ 月 Month \_\_\_\_\_ 所在行業開始時間 Start Date of Current Profession \_\_\_\_\_ 年 Year \_\_\_\_\_ 月 Month \_\_\_\_\_

公司電話 Office Tel. No. \_\_\_\_\_

辦公室地址 Office Address (請用英文正楷填寫 In English & Block Letters)

室 Flat 樓 Floor 座 Block 樓/大廈/屋邨 House/Building/Estate

門牌號碼及街道名稱 No. and Name of Street \_\_\_\_\_

地區 District  
香港 HK 九龍 KLN 新界 NT 其他 Others \_\_\_\_\_

前任職機構名稱+ Previous Employer's Name+ \_\_\_\_\_

職位+ Position+ \_\_\_\_\_ 曾任職年期+ Years of Service+ \_\_\_\_\_

+ 如閣下在現職機構任職少於一年, 必須提供有關資料。Please provide the information if you work for less than 1 year in the current organization.

**貸款額及還款資料 LOAN AND REPAYMENT INFORMATION**

稅務貸款用途 Purpose of the Tax Loan  
用作繳付薪俸稅 For payment of Salaries Tax  
(不論是否以個人入息課稅釐定 whether or not assessed under Personal Assessment)

用作繳付利得稅或物業稅 For payment of Profit Tax or Property Tax  
用作繳付以個人入息課稅釐訂之利得稅及/或物業稅 For payment of Profit Tax and/or Property Tax assessed under Personal Assessment

額外貸款用途 Purpose of the Additional Loan \_\_\_\_\_

稅務貸款申請金額 (港幣) \_\_\_\_\_ (最低港幣10,000元)  
Tax Loan Amount \_\_\_\_\_ (Minimum HK\$10,000)

Requested: HK\$ \_\_\_\_\_ (最高可達應繳稅款之100% Maximum 100% of total tax payable)

額外貸款申請金額 (港幣) \_\_\_\_\_ (最低港幣10,000元)  
Additional Loan Amount Requested: HK\$ \_\_\_\_\_ (Minimum HK\$10,000)

(最高可達應繳稅款之200% Maximum 200% of total tax payable)

還款期 Repayment Tenor 6個月Months 12個月Months  
18個月Months

提取貸款日期 Drawdown Date (日D/月M/年Y) \_\_\_\_\_

稅款到期日 Tax Due Date (日D/月M/年Y) \_\_\_\_\_

應繳稅款總金額 Total Tax Payable (HK\$) \_\_\_\_\_

註Remarks:  
1. 為避免任何延誤或稅務局徵收附加費, 申請人需要自行作繳稅安排。To avoid unnecessary delay or surcharge levied by the Inland Revenue Department, applicants should arrange the tax payment by its ownself prior to the relevant tax due date.  
2. 提取貸款日期只限於銀行營業日並以還款資料通知書為準。Approved drawdown date(s) will be falling on a Business Day and specified in the notice for repayment schedule

**銀行及其他信貸資料 BANK AND CREDIT REFERENCE**

本人現宣稱 I declare there is 沒有申請 No application  
現在申請 Application being in process  
申請已批核 Application being approved

任何中銀香港 / 南洋商業銀行 / 集友銀行樓宇按揭 on any mortgage loan provided by BOCHK, NanYang Commercial Bank or ChiYu Bank.

處理銀行及分行 Bank and Branch \_\_\_\_\_

成交日期 Transaction Date (日D/月M/年Y) \_\_\_\_\_

過去是否涉及訴訟? Any litigation in the past?  
否 No 是 (請註明) Yes (please specify) \_\_\_\_\_

**貸款方法 PAYMENT OF LOAN**

本人要求並授權中銀香港將所有的貸款金額存入指定賬戶。  
I further request and authorize BOCHK to credit the approved loan amount into the Designated Account.

上述“指定賬戶”指於申請表“直接付款授權書”欄所述的指定賬戶, 賬戶名稱必須與申請人相同。

Aforesaid "Designated Account" means the account designated in this Application Form under the heading of Direct Debit Authorization and the account name must correspond with the name of Applicant.

## 直接付款授權書 DIRECT DEBIT AUTHORIZATION

本人現不可撤銷地授權予中銀香港，自本人之下述指定賬戶扣除用於清還有關本人所申請之貸款所有尚欠之貸款、利息及任何其他費用和收費之款項。本人明瞭本人必須在中銀香港持有一個私人往來/儲蓄賬戶；本人同意遵守及履行一切有關此賬戶之服務條款。

如上述之往來戶口因該款項之扣除出現任何透支或令現時之透支增加，本人承諾將歸還所有透支之金額及根據中銀香港通用之利率計算之利息。

本人同意如本人之賬戶並無足夠款項用作扣除該等款項，中銀香港有權就逾期未付的金額收取罰息。

本人同意遵守上述條款。

I, the undersigned, hereby irrevocably authorize BOCHK to debit my Designated Account as stated below in respect of the repayment of principal and interest and other charges relating to the loan applied by the Applicant.

I understand that I must maintain a current/savings account with BOCHK and I agree to be bound by the Conditions for Services governing that account.

I hereby undertake to repay in full the debit balance outstanding in my aforesaid current account together with interest thereon at BOCHK's prevailing rate in the event that any such debit may result in an overdraft or an increase of the overdraft on my aforesaid current account.

I agree that should there be insufficient fund for the debit as hereby authorized, BOCHK shall be entitled not to effect such debit in its discretion, in which event such debit is cancelled due to the reason as aforesaid and BOCHK is entitled to charge default interest on the amount overdue.

I hereby agree to be bound by the above provisions.

中銀香港指定賬戶號碼

BOCHK Designated Account Number \_\_\_\_\_

上述指定賬戶之持有人必須與申請人相同

The holder of the above Designated Account and the Applicant must be one and the same person.

## 與銀行董事或僱員關係

### RELATIONSHIP WITH DIRECTOR/ EMPLOYEE OF OUR BANK

申請人是否中銀香港或中國銀行股份有限公司(包括附屬公司及分行)的董事/監事/總裁/高級管理人員/委員會主席/部門主管/分行行長/從事貸款審批的僱員/控權人(指單獨或連同其他相聯控權人持股5%及以上)等人士，或該等人士的親屬？

Are you one of the following persons or their relatives: director/supervisor/chief executive/senior management/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)?

是，請填寫以下資料。 If yes, please complete the following information.

中文姓名	英文姓名
Chinese name _____	English name _____
部門名稱	與申請人關係
Department _____	Relationship with Applicant _____

否，本人(等)確認本人(等)並非上述任何人士或其親屬。倘若日後本人(等)身份有變，即本人(等)成為上述任何人士或其親屬，本人(等)承諾會儘快知會中銀香港。

No, I/We confirm that I am/We are not any of the above persons or their relatives. I/we undertake to notify BOCHK promptly should my/our status change, i.e. I/we become one of the above persons or their relatives.

## 注意事項 NOTICE

- 「貨合適」稅務貸款的基本申請條件為：
  - 申請人必須為年滿18歲或以上的香港永久性居民；及
  - 每月收入達HK\$10,000或以上。Minimum requirements for applying "iSmart" Tax Loan:
  - Applicant must be a Hong Kong permanent resident aged 18 or above; and
  - Earning a monthly income of HK\$10,000 or above.
- 所有提交的文件(包括此申請表)恕不退還。  
Documents supplied, including this Application Form are not returnable.

為使能盡速辦理此申請，請緊記附上下列各文件的副本及於下列空格內加上「✓」號：

In order to speed up your application, please remember to enclose copy of the following documents and put a "✓" in the appropriate box(es):

- 閣下的香港身份證 Your Hong Kong Identity Card
- 最近的薪俸稅單 Latest Salaries Tax Assessment and Demand Note
- 最近的物業稅單 Latest Property Tax Assessment and Demand Note
- 最近的個人入息課稅單 Latest Personal Assessment Demand Note for Tax
- 最近的利得稅單及相關的有效商業登記證(適用於獨資經營之東主及合夥人，並以私人義申請。) Latest Profit Tax Assessment and Demand Note and the relevant valid Business Registration Certificate (The application should be solely in the name of the sole proprietor or a partner in a business.)
- 最近3個月的銀行存摺或月結單之發薪紀錄(請附上存摺內印有閣下姓名及賬戶號碼的首頁) Latest 3 months' bank statement or savings passbook showing income (Including the front page of the savings passbook with your name and account number printed thereon)
- 居住證明文件，如電費單、電話費單或差餉及/或地租通知書 Latest residential address proof e.g. Electricity Bill, Telephone Bill or Demand for Rates and/or Government Rent

## 申請人聲明 DECLARATION OF APPLICANT

本人不欲中銀香港使用其個人資料經以下渠道作直銷推廣(請以"✓"選擇渠道):

I **do not wish** BOCHK to use my personal data in direct marketing via the following channel(s) (please use "✓" to select the channel(s)):

電子渠道 Electronic Channels       郵件 Mail

專人電話 Personal Call

如申請人沒有在以上任何方格內以"✓"號顯示其選擇，即代表申請人並不拒絕中銀香港任何形式的直銷推廣。

If the Applicant returns this Form without ticking any of the above boxes, it means that the Applicant does not wish to opt-out from any form of BOCHK's direct marketing.

為改善及提供更全面的服務予中銀香港的客戶，中銀香港可能會將閣下的個人資料提供予「本集團」\*其他成員及其他人作其包括財務、保險、信用卡、證券、商品、投資、銀行及相關服務和產品及授信的直銷推廣。若閣下不欲中銀香港提供其個人資料予以上人士作以上用途，請閣下在這方格上以"✓"號表示。

To improve and provide more comprehensive services to our Customers, BOCHK may provide your personal data to other members of the Group\* and any other persons for their use in direct marketing of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and so forth. Please tick "✓" this box if you **do not wish** the BOCHK to provide your personal data to the above persons for the above purposes.

\*「本集團」指中銀香港及其控股公司、分行、附屬公司、代表辦事處及附屬成員，不論其所在地。附屬成員包括銀行的控股公司之分行、附屬公司、代表辦事處及附屬成員，不論其所在地。

\* The "Group" means BOCHK and its holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated. Affiliates include branches, subsidiaries, representative offices and affiliates of BOCHK's holding companies, wherever situated.

以上代表閣下現在對是否接收直銷推廣資料，以及對中銀香港擬將其個人資料提供予「本集團」\*其他成員作其直銷推廣的選擇，亦取代任何閣下之前已告知中銀香港的選擇。請注意，閣下以上的選擇適用於根據中銀香港的「資料政策通告」上所載的產品、服務及/或標的類別的直銷推廣。請閣下參考該通告上以得知在直銷推廣上可使用的個人資料的種類，以及閣下的個人資料可提供予甚麼類別的人士以供該等人士在直銷推廣中使用。

The above represents your present choice regarding whether or not to receive direct marketing materials, and BOCHK's intended provision of your personal data to other members of the Group\* for their use in direct marketing. This replaces any choice communicated by you to BOCHK prior to this application. Please note that your above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in BOCHK's Data Policy Notice. Please also refer to the said Notice on the kinds of personal data which may be used in direct marketing and the classes of persons to which your personal data may be provided for them to use in direct marketing.

本人謹此聲明以上資料均屬詳實，本人授權中銀香港向本人的僱主，財務機構及信用諮詢公司或任何其他信用狀況或資料來源查詢核實以上資料，並收取該等資料用以處理及評核這申請，並在本人的申請獲批准後，用以操作本人的戶口。

本人並授權中銀香港向下列可獲披露者披露本人及/或此項申請及/或本人的戶口之任何資料，可獲披露及可運用資料者為(i)中銀香港之員工、代理人及承包商，用以處理及核實此申請；(ii)中銀香港聘請的服務提供者，對客戶賬戶的操作和賬戶服務之市場推廣有關之行政服務；(iii)任何財務機構及信用諮詢公司或任何其他可提供信用狀況或資料來源之機構。

本人同意接受中銀香港以其絕對酌情權決定貸出的貸款，不論是以相等或低於本申請表所申請的貸款額及遵守附頁所列之一切條款。本人同意及確認中銀香港有絕對酌情權接納/拒絕申請。

本人聲明本人現為在職及/或有收入的人士及明白中銀香港保留要求本人提供有關的身份及入息證明文件的絕對酌情權。

本人同意中銀香港批出的貸款(如有)的任何部份，均不會用作向任何人提供資本購入中銀香港(控股)有限公司之股票，或解除任何人與購入中銀香港(控股)有限公司之股票有關的責任。

本人聲明本人並非破產或曾經破產。本人並無意向申請破產及據本人所知現時並無進行任何有關本人的破產申請進行中。

不論本人是否指定賬戶持有人，本人現確認負責清還貸款所有尚欠之貸款、利息及任何其他費用和收費之款項。

本人明瞭中銀香港會考慮環聯資訊有限公司之信貸報告，並授權中銀香港認為適當的情況下，可一次或以上使用本人的資料作信貸查閱，本人或可自行致電環聯資訊有限公司索取報告(電話2577 1816)。

本人明白營銷人員之薪總額包含固定薪酬部份及浮動薪酬部份。浮動薪酬之發放與營銷人員在財務及非財務指標的工作表現掛鈎。

本人確認已收受、閱讀及明白隨附的「貨合適」稅務貸款條款、推廣優惠條款及細則(如適用)、資料政策通告(或不時由中銀香港及其某些相關實體以任何名稱發出有關個人資料的使用、披露及轉移的一般政策的其他文件(可經不時修訂))及所有書面通知之條款、細則及備註，並同意受該等文件所約束。

I declare that the above information is true and complete and hereby authorize 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 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 printed overleaf. I agree and acknowledge that BOCHK has the absolute right to accept/reject this application.

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.

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.

I declare that I am not bankrupt or a discharged bankrupt, I have no intention to declare bankruptcy and I am not aware of any bankruptcy proceedings made against me.

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.

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).

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.

I acknowledge that I have received, read and understood the contents of the attached Terms and Conditions for "i-Smart" Tax Loan, terms and conditions for the promotional offers (if applicable), Data Policy Notice (or such other document(s) issued under whatever name from time to time by BOCHK and certain of its related entities relating to their general policies on time, disclosure and transfer of personal data (as the same may be amended from time to time), and all written terms, conditions and remarks, and agree to be bound by them.

申請人簽署  
Signature of Applicant

X

必須與中銀香港的賬戶簽署相同  
Must correspond with the signature of my Designated Account

日期 Date \_\_\_\_\_

### 銀行專用 BANK USE ONLY

分行/單位：	日期：	放審書編號：
核印人姓名：	核印人簽署：	

### 稅務貸款條款

成功獲批貸款之人士(「借款人」)當中涵蓋包括其繼承人)須遵照此等條款：

- 在此等條款中：
  - 「本行」指中國銀行(香港)有限公司，包括其繼承人及受讓人；
  - 「營業日」指商業銀行一般在香港對外營業的一天(星期六、星期日及其他法定節假日除外)；
  - 「額外貸款金額」指本行根據此等條款批准的額外貸款本金金額；
  - 「指定賬戶」指借款人不時指定的賬戶，借款人授權本行可從中扣除有關貸款的本金、利息或其他相關費用；
  - 「手續費」指相等於借款人於有關提取日期所提取的金額之年率1%或本行不時訂定的其他收費率的手續費。需要支付之手續費金額會根據還款期及總本金金額按比例計算，並於本行發給借款人的還款通知書中列明；
  - 「香港」指中華人民共和國香港特別行政區；
  - 「利息」指就總本金金額收取並按月計算的利息，利率為本行發給借款人的還款資料通知書所述的利率，但本行可不時予以更改；
  - 「貸款」指總本金金額及按其可收取的利息；
  - 「還款通知書」指本行就貸款發給借款人的確認函，確認本行接受借款人的貸款申請；
  - 「按揭」指所有借款人(個人或聯同其他人士，立約人，公司或單位)於申請此貸款(無論以前或以後)所簽立的以本行為受惠人和用以抵押償還借款人所有當時及將來債務的物業按揭或押記，並包括不時對按揭作出的變更、補充或取代；
  - 「稅項」指借款人於任何一課稅年度需繳交之(i)薪俸稅(ii)物業稅及/或(iii)利得稅；
  - 「每月分期還款金額」攤分方法：本金還款部份等於貸款總額除以還款期數，利息還款部份等於總利息支出除以還款期數；
  - 「稅務貸款金額」指本行根據此等條款批准的稅務貸款本金金額；及
  - 「總本金金額」指稅務貸款金額及額外貸款金額(如有)的總和。
- 借款人聲明，本行可全權及絕對酌情決定貸出的總本金金額。借款人確定並同意儘管本行批准貸出的貸款額可能低於所申請的貸款額，借款人亦借用本行批准的貸款額。本行將會以書面及/或電話通知借款人其申請是否已獲批核。一經批出的貸款額，未得本行書面同意，借款人不得取消，並須受此等條款所約束。經本行批核申請後，本行會在可行範圍內盡快向借款人發出還款通知書，通知借款人有關貸款的細則。
- 借款人不可撤銷地授權本行將總本金金額存入指定賬戶，不論借款人是否指定賬戶持有人。借款人現確認負責向本行清還總本金金額、利息及根據此等條款借款人應支付的任何其他費用和收費之款項。
- 在總本金金額或其部份的有關提取日期，**本行將會向借款人就每次提取收取不可退回的手續費，該手續費將會從指定賬戶扣除。**所有貸款只能在營業日提取，及本行有凌駕性權利決定有關提取日期。
- 借款人須按本行發給借款人的還款通知書內所指定的還款期及每月分期還款金額，向本行清還貸款。
- 除本行按其絕對酌情批准，借款人同意總本金金額須一次過全數提取。
- (a) 本行茲不可撤銷地獲指定賬戶持有人授權，可從指定賬戶扣取每月還款額及借款人在此等條款下到期應付的一切其他費用和收費，並將該每月扣取的款項用於清還尚欠的貸款、利息及任何其他費用和收費。**若有關到期日後仍未清還款項，本行有權就逾期未付的金額收取罰息，年息36.5%或本行可不時享有絕對酌情權決定之其他利率(無論判決前或判決後)，罰息由到期日起計算至實際還款日止，並以365天為一年的基準計算。**  
(b) 借款人所支付予本行的任何款項必須依照本行的常規，條款及條件，且為本行所接受，及可不時配合相關的清算系統，直至有關款項被本行成功兌現，否則

借款人不會被視作已清還貸款。

- (c) **本行有權就每一期逾期未付的每月還款額向借款人收取港幣500元正的行政費，**而無損本行的其他一切權利及可得的補償。
- 借款人可以書面通知及待本行收到該通知後，提早一次清還全部(並非部份)貸款的任何部份(即貸款、稅務貸款金額或額外貸款金額“貸款的有關部份”在本第8條據此解釋)，有關通知須於預計提早還款日前5個營業日收到。但借款人必須清還或繳付：
  - (i) 就貸款或貸款的有關部份的每月還款的所有到期但仍未清繳的利息；
  - (ii) 貸款或貸款的有關部份的全部尚欠款項；
  - (iii) **借款人如沒有提早還款本應就貸款或貸款的有關部份而須支付的下一個月的每月還款利息。如有關提早還款並非於每月還款日期作出，則接續的兩個月的每月還款利息；**
  - (iv) 所有罰息(如有)及尚欠的費用和收費；
  - (v) **相等於提早清還貸款或貸款的有關部份1%的行政費；**及
  - (vi) **一筆相等於本行給予借款人的利息回贈及現金回贈(如有)。**
- 儘管此等條款載有相反的規定，本行有凌駕權在任何時候向借款人發出書面通知，隨時要求借款人全數清還尚欠貸款的餘額或其部份、利息及一切費用和收費及/或立即取消本行就未提取的總本金金額作出的承諾。除了在不在影響上述條文下，若出現下列任何情況，所有款項(無論實際的或有的)須視為立即到期並須由借款人立即清還：
  - (a) 借款人沒有依期償還每月的還款及在此等條款下應付的任何其他費用或收費；
  - (b) 借款人欠本行的負債已逾期；
  - (c) 借款人被實施任何扣押、執行或類似程序；
  - (d) 借款人正提交或被提交破產呈請；
  - (e) 有關方面正就借款人的全部或任何重大部份資產委任接管人；
  - (f) 本行發現借款人在貸款申請中向本行提供的任何資料或作出的任何申述在任何方面屬虛假、不準確或誤導；及
  - (g) 借款人違反任何此等條款。
- 本行除了可享有任何銀行的留置權、抵銷權或類似權利外，本行更可在任何時候毋須從借款人取得任何同意及事先通知借款人(現明確免除任何該等同意或事先通知)，抵銷及劃撥及運用借款人及/或借款人與其他人士聯名在本行任何分行或支行開立的任何賬戶中的任何結餘及/或存款(不論是否需要通知；亦不論有關存款到期與否)，以償還借款人在此等條款下到期並拖欠本行的任何款項。為達致此等目的，本行可以本行所報及決定的適用匯率，將上述屬於借款人及/或借款人與其他人士聯名在本行任何分行或支行開立的任何賬戶中的全部或任何部份結餘，兌換為任何其他貨幣。
- 借款人明白，在任何情況下，及/或借款人與其他人聯名在本行任何分行或支行開立的任何賬戶中的全部或任何部份結餘，兌換為任何其他貨幣，均不足以抵償借款人在此等條款下到期應付的貸款或其部份，對於因此導致借款人須繳交任何罰款、附加費或利息(不論名稱如何)，本行毋須承擔任何責任。因此，本行建議借款人應在稅項之有關到期日前及早向本行提交申請及提取總本金金額，以便繳交稅項。借款人同意，對於本行任何延遲而導致借款人須繳交任何罰款、附加費或利息，以及本行因履行此等條款下的責任而引致或有關的任何申索、訴訟、訟費(包括按完全彌償基準計算的法律費用)或法律責任，借款人須向本行作出全數補償。
- 借款人同意本行可作出其認為需要的行動去強制執行其在此等條款下的權利，包括但不限於委任其任何之附屬公司及/或聘用任何第三方的收取債務代理以收取借款人到期並拖欠本行的任何款項。借款人同意並授權本行可將借款人或該貸款的全部或部分資料向任何該等人士或代理披露。**借款人亦同意全數彌償本行為起訴或追討借款人拖欠本行的任何款項而招致或可能招致的所有支出及開支(包括按完全彌償基準計算的法律費用)及任何到期並拖欠本行的任何款項。**
- (a) 借款人確定申請時提供或關乎本貸款申請而提供的一切資料均為準確完整，並承諾如借款人的姓名、地址、電話號碼及就業資料有任何更改，當立即書面通知本行。借款人進一步同意在有需要時，向本行提供有關借款人之額外資料或文件。  
(b) 借款人確認其知悉本行「資料政策通告」的內容(「資料政策通告」)，並同意及授權本行及本行按此等條款披露有關借款人資料的任何人士可向本行、南洋商業銀行有限公司、集友銀行有限公司、中銀信用卡(國際)有限公司及其各自任何之控股公司、分行、附屬公司、代表辦事處及附屬成員，不論其所在地、其他財務機構、信用卡發行人及公司、信貸調查機構、信貸諮詢公司(其提供兌換資料及其他服務)、收取債務代理、代理人、承辦商及任何人士計劃或已與本行有商務

- 關係的人士，取得或提供有關借款人及貸款的資料用於根據本行不時給予本行客戶（包括準客戶）之資料政策通告、其他通函、通知、章則內所載有關披露個人資料的政策指定之用途（包括但不限於為信貸檢查、查證及交換信貸資料、追收欠款及本行認為有需要的其他合理原因的用途）。若資料政策通告與此等條款存在任何差異或分歧，就有關保護借款人的個人資料而言概以資料政策通告為準。
- 本行就貸款而在賬冊或賬目內保存的紀錄；本行就貸款有關的資金成本的任何證明書；及本行高層人員發出的任何意見、裁定或決定，除出現重大錯誤外，均為借款人欠付本行款項的最終證明及對借款人具約束力。
  - 時間將是本協議要素，本行沒有行使或延遲行使在此等條款下的任何權利、權力或補救方法或本行給予任何寬容或進行任何商議，均不得視為放棄或在任何方面影響本行在此等條款下享有的任何權利、權力及補救方法。
  - 若借款人為多於一名人士，所有該等人士將共同及個別承擔責任及債務。由借款人任何一人發出的指示或與借款人任何一人通訊，須視為由借款人等共同發出的指示或與借款人等通訊。
  - 本行有全權及絕對酌情權，可毋須預先得到借款人的同意或通知借款人而向任何其他人士轉讓，分派或轉移其在此等條款下的任何或一切權利及責任。稅務貸款屬借款人個別持有，借款人不得轉讓或轉移其在此等條款下的任何權利及責任。
  - 借款人同意本行可運用全權及絕對酌情權，不時更改此等條款，利率及費用與收費表（本行各分行備有現時適用的費用及收費表以供索閱），惟影響費用和收費及借款人的債務或責任的條款修訂，須給予借款人 30 天的事先通知方可生效。
  - 若此等條款的任何條文被任何具有司法管轄權的法院裁定為無效、違法或不可執行，該等條文只要在不改變或影響其餘的條文之情況下盡量與其餘的條文分割，而該等條文不會影響其餘的條文之法律力。
  - 借款人同意及確認：
    - 所有在此申請批出之貸款將於本行發出該貸款予借款人後，自動成為按揭內所指之抵押債務之一部份；及
    - 所有貸款人於貸款以前或以後（不論個人或聯同其他人士，立約人，公司或單位），因任何原因而提供予本行之抵押，均需用作本貸款之抵押。
 若按揭在 2005 年 7 月 4 日或之後簽立，涉及多於一名借款人的「一切款項」按揭（即保證各借款人須支付的所有款項的按揭），根據該按揭所保證的金額不應超出在任何時間由各共同借款人聯同欠下或招致的款項、責任及債務的金額。這並不禁止共同借款人作為擔保人以符合銀行營運守則第 24 節的開放透明方式另行擔保或保證另一共同借款人的責任；或在 2006 年 1 月 3 日或之後簽立，涉及多於一名借款人的抵押文件（住宅按揭除外），根據該抵押文件所保證的金額不應超出在任何時間由各共同借款人聯同欠下或招致的款項、責任及債務的金額。這並不禁止共同借款人作為擔保人以符合銀行營運守則第 24 節的開放透明方式另行擔保或保證另一共同借款人的責任。
  - 若借款人在償還或繼續履行還款責任方面遇到困難，借款人須盡快通知本行。
  - 在不影響其他通訊方式的情況下，借款人將在下列情況下被視為已收悉任何月結單、通知、繳費通知書或其他通訊：
    - 已在中國銀行（香港）有限公司、南洋商業銀行有限公司及 / 或集友銀行有限公司（「銀行」）於香港一個或以上的銀行大堂張貼 3 個營業日；
    - 在一份香港報章刊登的 3 個營業日後；
    - 中銀香港網站；
    - 留交於借款人在本行記錄中的任何地址，或郵寄予該地址 48 小時後（或如屬海外地址則為 7 日後）；
    - 以電子郵件、訊息或圖文傳真發送往借款人在本行記錄中的電郵地址、設備或圖文傳真號碼；或
    - 當透過電話或以其他口頭通訊轉達時（包括留下話音訊息）。即使郵件被退還（如屬郵寄），或借款人已身故或喪失能力。就第 22 條而言，「營業日」指銀行在香港開門營業的日子，不包括週日及公眾假期。在不局限上述條款的一般性的原則下，本行可向借款人作口頭通知，而任何口頭通知將即時生效及對借款人具約束力。任何向本行所作的通訊，除非已確實由本行收取，否則不會生效。

- 除第 23.3 條外，並非本協議一方的人並不享有《合約（第三者權利）條例》香港法例第 623 章「**第三者條例**」下的權利以執行本協議任何條款或享有本協議任何條款下的權益。
- 無論本協議任何條款如何約定，在任何時候撤銷或修改本協議均無需取得並非本協議一方的任何人的同意。
- 本行的任何董事、人員、僱員、關聯機構或代理人可依據第三者條例，依賴本協議中賦予其權利或利益的任何明文規定條款（包括但不限於任何彌償，責任限制或責任排除）。
- 如有任何爭議，本行保留具約束力的最終決定權。
- 若此等條款及申請表的中、英文版有歧異，則以中文版為準。
- 此等條款受香港的法律管限，並按香港的法律解釋。如因此等條款及貸款產生或引致的爭議，借款人同意服從香港法庭的專屬性管轄權。

### TERMS AND CONDITIONS FOR TAX LOAN

Successful Applicant(s) (the "Borrower", which expression shall include its successors) of the approved loan will be subjected to these Terms and Conditions:

- In these Terms and Conditions:
 

"Bank"	means Bank of China (Hong Kong) Limited including its successors and assigns;
"Business Day"	means a day (other than a Saturday, Sunday or public holiday) on which the Bank is open for banking business in Hong Kong;
"Additional Loan Amount"	means the principal amount of the additional loan approved by the Bank under these Terms and Conditions;
"Designated Account"	means the account designated by the Borrower from time to time with authorization to the Bank to debit such account for repayment of principal, interest and other charges relating to the Loan;
"Handling Charge"	means a handling charge equal to 1% per annum of the amount drawn by the Borrower on the relevant drawdown date(s) or such other rate(s) as shall be determined by the Bank from time to time. The Handling Charge chargeable shall be calculated on a pro-rata basis with reference to the repayment tenor and the Total Principal Amount approved by the Bank and specified in the Repayment Schedule issued by the Bank to the Borrower;
"Hong Kong"	means the Hong Kong Special Administrative Region of The People's Republic of China;
"Interest"	means the interest chargeable on the Total Principal Amount, which is calculated on a monthly basis at such rate(s) as shall be advised by the Bank in the Repayment Schedule to be issued to the Borrower and subject to variation by the Bank from time to time;
"Loan"	means the Total Principal Amount together with the Interest chargeable on the Total Principal Amount;
"Repayment Schedule"	means the confirmation issued by the Bank to the Borrower in relation to the Loan, confirming the Bank's acceptance of the Borrower's application for the Loan;
"Mortgage"	means any mortgage or charge of land properties executed by the Borrower (whether alone or with any other person(s), party(ies), company(ies) or entity(ies)) in favour of the Bank and whether before or after the present application to secure repayment of all present and future indebtedness and liabilities of the Borrower, and includes any modification, supplement or replacement of the Mortgage from time to time;
"Tax Liabilities"	means (i) the salaries tax (ii) the property tax and/or

- |                                       |   |
|---------------------------------------|---|
| "Monthly Instalment Repayment Amount" | (iii) the profit tax payable by the Borrower for any year of assessment;<br>The apportionment of the repayment: principal repayment part equals to total loan amount divided by tenor, interest repayment part equals to total interest expense divided by tenor; |
| "Tax Loan Amount"                     | means the principal amount of the tax loan approved by the Bank under these Terms and Conditions; and   |
| "Total Principal Amount"              | means the aggregate of the Tax Loan Amount and the Additional Loan Amount (if any).   |
- The Borrower acknowledges that the Total Principal Amount to be advanced by the Bank is subject to the sole and absolute discretion of the Bank. The Borrower confirms and agrees to borrow the amount as approved by the Bank notwithstanding that the approved amount may be less than the amount applied for. The Bank will by written notice and/or verbal inform the Borrower whether the application is approved or rejected. In the absence of written consent from the Bank, the Borrower may not cancel the Loan once approved and shall be bound by these Terms and Conditions. Particulars of the Loan will be communicated to the Borrower in writing by the Bank issuing to the Borrower a Repayment Schedule as soon as practicable after the application has been approved by the Bank.
- The Borrower hereby irrevocably authorizes the Bank to credit the Total Principal Amount to the Designated Account irrespective of whether or not the Borrower is/are the holder(s) of the Designated Account. The Borrower hereby confirms and agrees that the Borrower shall be liable to repay the Total Principal Amount, the Interest and any other fees and charges payable by the Borrower to the Bank according to these Terms and Conditions.
- On the relevant drawdown date(s) of the Total Principal Amount or any part thereof, **the Bank is entitled to charge the Borrower the Handling Charge for each drawdown which shall be non-refundable and shall be debited from the Designated Account.** For the avoidance of doubt and subject to the Bank's overriding discretion, all drawdowns would only be effected on Business Days.
- The Loan shall be repaid by the Borrower to the Bank by monthly instalments over such repayment tenor and in such amount as specified by the Bank in the Repayment Schedule issued to the Borrower.
- Save as otherwise approved by the Bank at its absolute discretion, the Borrower agrees that drawdown of the Total Principal Amount shall be in one lump sum.
- The Bank is hereby irrevocably authorized by the account holder(s) of the Designated Account to debit the Designated Account with the amount of each monthly instalment and all other fees and charges due and payable by the Borrower hereunder and to apportion such monthly instalments among the outstanding Loan, Interest and any other fees and charges. If any such sum remains unpaid after the due date thereof, **the Bank reserves the right to charge default interest on the amount overdue at the annualised interest rate of 36.5% or such other rate(s) to be determined by the Bank from time to time at its absolute discretion (both before and after judgment) from the due date until the date of actual repayment and shall be calculated on the basis of a 365-day year.**
  - All payments made by the Borrower to the Bank shall be accepted upon and subject to the Bank's practice and terms and conditions and where applicable to the rules of any relevant clearing system for the time being and from time to time in force, and shall be deemed not to have been made until such time as the relevant funds have been cleared and received for value by the Bank.
  - The Bank is entitled to charge the Borrower an administrative fee of HK\$500 for each overdue but unpaid monthly instalment of the Loan,** and without prejudice to all other rights and remedies available to the Bank.
- Early repayment of the Loan or any part of the Loan (namely, the Tax Loan Amount, or the Additional Loan Amount, and "the relevant part of the Loan" is to be construed accordingly in this Clause 8) in full (but not in part) is permitted upon the Bank receiving written notice from the Borrower and such notice being received by the Bank at least 5 Business Days before the proposed date

of early repayment, subject to full settlement or payment of (i) all interest due and unpaid in respect of the monthly instalments of the Loan or the relevant part of the Loan; (ii) the outstanding balance of the Loan or the relevant part of the Loan; (iii) **interest that would otherwise have been payable on the Loan or the relevant part of the Loan for the next monthly instalment if there is no early repayment or, if early repayment is not made on an instalment payment date, for the next two monthly instalments;** (iv) all default interest (if any) and outstanding fees and charges; (v) **an administration fee equal to 1% of the Loan or the relevant part of the Loan for such early repayment;** and (vi) **a sum equals to the interest rebates and cash rebates the Bank has paid to the Borrower (if any).**

9. Notwithstanding anything to the contrary in these Terms and Conditions, the Bank reserves its overriding right to demand the Borrower to repay in full the outstanding balance of the Loan or any part thereof at any time, the Interest and all fees and charges at any time and/or cancel any commitment for undrawn Total Principal Amount immediately upon written notice to the Borrower. In addition and without prejudice to the foregoing, all sums of money (whether actual or contingent) shall become immediately due and payable by the Borrower upon the occurrence of any of the following events:
- (a) the default of the Borrower in payment of any of the monthly instalment or any other fees or charges hereunder;
  - (b) any liabilities of the Borrower to the Bank becomes overdue;
  - (c) any attachment, execution or similar process being levied against the Borrower;
  - (d) a petition in bankruptcy being filed by or against the Borrower;
  - (e) a receiver being appointed over all or any substantial part of the assets of the Borrower;
  - (f) any information provided or representation made to the Bank by the Borrower for or in relation to his application for the Loan being found to be false, inaccurate or misleading in any aspect; and
  - (g) any breach of these Terms and Conditions on the part of the Borrower.
10. In addition and without prejudice to any banker's lien, right of set-off or similar right to which the Bank may be entitled, the Bank shall have the right at any time without any consent from, reference or prior notice to the Borrower (any such consent or prior notice being expressly waived) to set-off and appropriate and apply any credit balance on any of the account(s) and/or deposit(s) (whether or not subject to notice and whether or not matured) of the Borrower and/or jointly maintained by the Borrower with other party(ies) in whatever currency maintained with any of the branches or sub-branches of the Bank against or on account of any sums due and owing to the Bank by the Borrower hereunder. For such purposes, the Bank may convert all or any part of such credit balance to any other currencies at the applicable exchange rate quoted and determined by the Bank from time to time.
11. The Borrower understands that in no circumstances is the Bank obliged to grant the Total Principal Amount to the Borrower or liable to loan out the Total Principal Amount or any part thereof to meet the due date(s) for payment of the Tax Liabilities of the Borrower and for any penalty, surcharge or interest (however so called) imposed on the Borrower as a result of failure thereof. The Borrower is therefore advised to submit the application to the Bank and drawdown the Total Principal Amount sufficiently earlier than the relevant due date(s) for payment of his Tax Liabilities. The Borrower agrees to indemnify the Bank in full against any penalty, surcharge or interest imposed on the Borrower as a result of any delay of the Bank and any claims, actions, costs (including legal costs on full indemnity basis) or liabilities arising out of or in connection with the Bank's performance of its obligations pursuant to these Terms and Conditions.
12. The Borrower agrees that the Bank may take such action as it thinks necessary to enforce its rights under these Terms and Conditions including without limitation the appointment of any of its subsidiaries and/or the employment of any third party debt collection agencies to collect any sums due and owing to the Bank by the Borrower. The Borrower consents to and authorizes the disclosure by the Bank of all or any information relating to the Borrower and the Loan to any of such persons or agencies. **The Borrower further agrees to indemnify the Bank in full against all costs and expenses (including legal costs on a full indemnity basis) incurred or which may be incurred by the**

**Bank in suing for or otherwise recovering any sums due and owing from the Borrower to the Bank.**

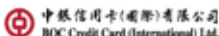
13. (a) The Borrower confirms that all the information given in this application or undertakes in connection with this application is true and complete and undertakes to inform the Bank immediately in writing of any change in the name, address, telephone number and employment of the Borrower. The Borrower further agrees to provide any additional information or document which the Bank may require.
- (b) The Borrower acknowledges the contents of the Bank's Data Policy Notice (the "Notice") or whatever it may be renamed by the Bank in future and consents to and authorizes the Bank and any person to whom the Bank has disclosed any of the Borrower's personal data in accordance with these Terms and Conditions to obtain from or disclose to any of the respective holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated, of the Bank, Nanyang Commercial Bank Limited, Chiyu Banking Corporation Limited and BOC Credit Card (International) Limited, other financial institutions, charge or credit card issuers and associations, credit reference agencies or credit information institutions which provide information exchange and other services, collection agencies, agents, contractors and any person who proposes to or has established any business relation with the Bank to use and disclose all the personal data relating to the Borrower and the Loan for such purposes (including but without limitation to the purposes of conducting credit checks, verifying and exchanging credit information, debt collection or any other reasonable purposes deemed necessary by the Bank) as may be in accordance with the Bank's general policies on use and disclosure of personal data as set out in the Notice or other statements, circulars, notices or terms and conditions made available by the Bank to its customers (including potential customers) from time to time. If there is any inconsistency or discrepancy between the Notice and these Terms and Conditions, the Notice shall prevail insofar as it relates to the protection of the Borrower's personal data.
14. All entries made in books or accounts maintained by the Bank in connection with the Loan; any certificate relating to the Bank's cost of funds in respect of the Loan; and any opinion, determination or decision by the Bank's officers shall be conclusive evidence against the Borrower and be binding on the Borrower for all purposes, save to the extent of manifest error.
15. Time shall be of the essence herein but no failure or delay by the Bank in exercising any right, power or remedy under these Terms and Conditions or any indulgence given or negotiation undertaken by the Bank shall operate as a waiver or in any way prejudice any of the rights, powers or remedies of the Bank hereunder.
16. Where there is more than one person in the application for the tax loan, the obligations and liabilities of all such persons shall be joint and several. Any instructions given by or communication with any one of them shall be deemed to be given by or communicated with both of them jointly.
17. The Bank shall be entitled at any time at its sole and absolute discretion to assign, sub-participate or transfer any or all of its rights and obligations hereunder to any other persons without consent of or prior notice to the Borrower. The Loan is personal to the Borrower. The Borrower shall not be entitled to assign or transfer any of its rights and obligation hereunder.
18. The Borrower agrees that these Terms and Conditions, interest rate and schedule of fees and charges (copy of the currently applicable schedule can be obtained from any branch of the Bank) may be varied by the Bank from time to time at its sole and absolute discretion provided that the Bank shall give not less than 30 days' prior notice to the Borrower before any change of the terms and conditions affecting fees and charges and the Borrower's liabilities or obligations.
19. If any of the provisions of these Terms and Conditions is held to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision(s) is/are to be severed from the remaining provisions insofar as is possible without modifying or affecting the remaining provisions. Such provision shall not affect the validity of the remaining provisions.
20. The Borrower agrees and confirms that:
- (a) the Loan to be advanced by the Bank to the Borrower shall, upon drawdown of the Loan, automatically become part of the secured liabilities

secured by the Mortgage.

- (b) any security charged to the Bank by the Borrower (whether alone or jointly with any other person(s), party(ies), company(ies) or entity(ies)) for any purposes either before or after the application of the Loan shall also serve as a security of the Loan.
- In the case of an "All Monies" mortgage (i.e. a mortgage which will secure all amounts payable by the borrowers) executed on or after 4 July 2005 involving more than one borrower, the amount secured under the mortgage should not exceed the amount of money, obligations and liabilities owing or incurred at any time by the co-borrowers jointly. This does not restrict a co-borrower acting as surety from separately guaranteeing or securing the other's obligations in a transparent manner which complies with the provisions of section 24. In the case of a security document other than a residential mortgage involving more than one borrower executed on or after 3 January 2006, the amount secured under the security document should not exceed the amount of money, obligations and liabilities owing or incurred at any time by the co-borrowers jointly. This does not restrict a co-borrower acting as surety from separately guaranteeing or securing the other's obligations in a transparent manner which complies with the provisions of section 24.
21. If the Borrower shall experience any difficulty in repaying or servicing the Loan, the Borrower shall inform the Bank as soon as possible.
22. Without affecting other methods of communication, any statement, notice, demand or other communications are deemed to be received by the Borrower:
- (i) on posting for 3 Business Days in one or more of the banking halls in Hong Kong of the Bank of China (Hong Kong) Limited, Nanyang Commercial Bank Limited and/or Chiyu Banking Corporation Limited ("Banks"),
  - (ii) 3 Business Days after publication as an advertisement in a Hong Kong newspaper,
  - (iii) when posted on the website of the Company and the Bank,
  - (iv) when left at any of the address of the Borrower on the Bank's record, or 48 hours after mailing to such address or 7 days if the address is overseas,
  - (v) when sent by electronic mail or message or facsimile to any of email address or equipment or facsimile number of the Borrower on the Bank's record, or
  - (vi) when communicated including by leaving a voice message, if by telephone or other oral communication, notwithstanding return through the post (in the case of a mailing), or the death or incapacity of the Borrower. For the purpose of this Clause 22, "Business Day" means a day on which the Banks are open for business in Hong Kong other than Sunday and public holiday. Without prejudice to the generality of the foregoing provisions, the Bank may give verbal notice to the Borrower personally or by telephone and any verbal notice so given shall be immediately effective and binding upon the Borrower. Any notice or communication to the Bank shall not be effective until actually received by the Company.
- 23.1 Subject to Clause 23.3, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (the "**Third Parties Ordinance**") to enforce or to enjoy the benefit of any term of this Agreement.
- 23.2 Notwithstanding any term of this Agreement, the consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.
- 23.3 Any director, officer, employee, affiliate or agent of the Bank may, by virtue of the Third Parties Ordinance, rely on any provision of this Agreement (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.
24. In case of any disputes, the Bank's decision shall be final and binding.
25. In case of any inconsistency between the Chinese version and the English version of these Terms and Conditions & application forms, the Chinese version shall prevail.
26. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong and the Borrower hereby agrees to submit to the exclusive jurisdiction of the courts of Hong Kong for any dispute arising out of or in connection with these Terms and Conditions and/or the Loan.



中國銀行(香港)有限公司  
BANK OF CHINA (HONG KONG) LIMITED



### 資料政策通告

- 本通告列載中銀香港(控股)有限公司及其附屬公司,包括中國銀行(香港)有限公司、南洋商業銀行有限公司、集友銀行有限公司、中銀信用卡(國際)有限公司、中銀集團人壽保險有限公司、寶生期貨有限公司及中銀香港資產管理有限公司(各稱「本公司」,如該公司仍屬中銀香港(控股)有限公司之附屬公司)有關其各自的資料當事人(見以下定義)的資料政策。本公司各方在本通告下的權利和責任為各別的非共同的。本公司一方毋須為本公司另一方之行為或不作為負責。
- 就本通告而言,「本集團」指本公司及其控股公司、分行、附屬公司、代表辦事處及附屬成員,不論其所在地。附屬成員包括本公司的控股公司之分行、附屬公司、代表辦事處及附屬成員,不論其所在地。
- 「資料當事人」一詞,不論於本通知何處提及,包括以下為個人的類別:
  - 本公司提供的財務、保險、信用卡、證券、商品、投資、銀行及相關服務和產品及授信的申請人或客戶、被授權人、受保人、保單持有人、受益人及其他用戶;
  - 基於對本公司負有的責任而出任擔保人、保證人及提供抵押、擔保或任何形式的支持的人士;
  - 任何公司申請人及資料當事人/用戶的董事、股東、高級職員及經理;及
  - 本公司的供應商、承建商、服務供應商及其他合約締約方。為免疑問,「資料當事人」不包括任何法人團體。本通告的內容適用於所有資料當事人,並構成其與本公司不時訂立或可能訂立的任何合約的一部分。若本通告與有關合約存在任何差異或分歧,就有關保護資料當事人的個人資料而言概以本通告為準。本通告並不限制資料當事人在個人資料(私隱)條例(香港法例第486章)(「條例」)下之權利。
- 資料當事人在開立或延續賬戶、建立或延續銀行授信或提供財務、保險、信用卡、證券、商品、投資、銀行及相關服務和產品及授信時,需要不時向本公司提供有關的資料。
- 若未能向本公司提供該等資料,可能會導致本公司無法開立或延續賬戶或建立或延續銀行授信或提供財務、保險、信用卡、證券、商品、投資、銀行及相關服務和產品及授信。
- 本公司會不時從各方收集或接收有關資料當事人的資料。該等資料包括但不限於在資料當事人與本公司延續正常業務往來期間,例如,當資料當事人簽發支票、存款或透過本公司發出的或提供的信用卡進行交易或在一般情況下以口頭或書面形式與本公司溝通時,從資料當事人所收集的資料,及從其他來源(例如,信貸資料服務機構)獲取資料。資料亦可能與本公司或任何本集團成員可獲取的其他資料組合或產生。
- 資料當事人之資料可能會用作以下用途:
  - 評估資料當事人作為財務、保險、信用卡、證券、商品、投資、銀行及

相關服務和產品及授信的實際或準申請人的優點和適合性,及/或處理及/或批核其申請、變更、續期、取消、復效及索償;

- 便利提供予資料當事人的服務,信貸及/或保單之日常運作;
  - 在適當時作信貸檢查(包括但不限於在信貸申請時及定期或特定審查(通常每年進行一至多次)時)及進行核對程序(如條例所定義的);
  - 編制及維護本公司的評分模型;
  - 提供信用查詢備考書;
  - 協助其他財務機構作信用檢查及追討債務;
  - 確保資料當事人維持可靠信用;
  - 研發、客戶概況彙編及分類及/或設計供資料當事人使用的財務、保險、信用卡、證券、商品、投資、銀行及相關服務和產品及授信;
  - 為推廣服務、產品及其他標的(詳見下述第10段);
  - 確定本公司對資料當事人或資料當事人對本公司的負債款額;
  - 強制執行資料當事人應向本公司履行之責任,包括但不限於向資料當事人及為向資料當事人提供抵押的人士追討欠款;
  - 為符合根據下述適用於本公司或其任何分行或期望本公司或其任何分行遵從的有關披露及使用資料之責任、規定或安排:
    - 在香港特別行政區境內或境外之已存在、現有或將來對其具約束力或適用於其的任何法律;
    - 在香港特別行政區境內或境外之已存在、現有或將來並由任何法定、監管、政府、稅務、執法或其他機構,或由金融服務提供者之自律監管或行業的團體或組織所發出或提供之任何指引或指導;
    - 本公司或其任何分行因其金融、商業、營業或其他利益或活動處於或關連於相關本地或海外的法定、監管、政府、稅務、執法或其他機構或金融服務提供者之自律監管或行業團體或組織之司法管轄區而須承擔或獲施加與本地或海外之法定、監管、政府、稅務、執法或其他機構或金融服務提供者之自律監管或行業團體或組織之間的現有或將來之任何合約承諾或其他承諾;
  - 為符合根據任何集團計劃下就遵從洗錢、恐怖份子資金籌集或其他非法活動之制裁或防止或偵測而作出本集團內資料及信息共享及/或任何其他使用資料及信息的任何責任、規定、政策、程序、措施或安排;
  - 使本公司的實在或建議承讓人,或本公司對資料當事人的權利的參與人或附屬參與人評核意圖成為轉讓,參與或附屬參與的交易;
  - 與資料當事人或其他人士之資料比較以進行信貸調查,資料核實或以其他方法產生或核實資料,不論有關比較是否為對該資料當事人採取不利之行動而推行;
  - 作為維持資料當事人的信貸記錄或其他記錄,不論資料當事人與本公司是否存在任何關係,以作現在或將來參考用;及
  - 與上述第7段有聯繫、有附帶性或有關的用途。
- 本公司會對其持有的資料當事人資料保密,但本公司可能會把該等資料提供及披露(如條例所定義的)給下述各方作先一段列出的用途:
    - 任何代理人、承辦人、或向本公司提供行政、電訊、電腦、付款或證券結算或其他與本公司業務運作有關的服務的第三方服務供應商,不論其所在地;
    - 任何對本公司(包括本集團的任何成員)有保密責任並已承諾作出保密有關資料的其他人士;

- 付款銀行向出票人提供已付款支票的副本(而其中可能載有關於收款人的資料);
  - 任何付款到資料當事人賬戶的人士;
  - 任何從資料當事人收取付款的人士、其收款銀行及任何處理或辦理該付款的中介人士;
  - 信貸資料服務機構;而在資料當事人欠賬時,則可將該等資料提供給代收賬款機構;
  - 任何與資料當事人已經或將會存在往來的金融機構、消費卡或信用卡發行公司、保險公司、證券及投資公司;及任何再保險及索償調查公司、保險行業協會及聯會及其會員;
  - 本公司或其任何分行在根據對其本身或其任何分行具約束力或適用的法例規定下之責任或其他原因而必須向該人作出披露,或按照及為實施由任何法定、監管、政府、稅務、執法或其他機構或金融服務提供者之自律監管或行業團體或組織所提供或發出的指引或指導預期向該人作出披露,或根據與本地或海外之法定、監管、政府、稅務、執法或其他機構或金融服務提供者之自律監管或行業團體或組織之間的任何合約承諾或其他承諾而向該人作出任何披露之任何人士,該等人士可能處於香港特別行政區境內或境外及可能是已存在、現有或將來出現的任何人士;
  - 本公司的任何實在或建議承讓人或就本公司對資料當事人的權利的參與人或附屬參與人或受讓人;
    - 本集團之任何成員;
    - 第三方金融機構、承保人、信用卡公司、證券、商品及投資服務供應商;
    - 第三方獎賞、年資獎勵、聯名合作及優惠計劃供應商;
    - 本公司及本集團之聯名合作夥伴(有關服務和產品的申請表上會提供聯名合作夥伴的名稱(視屬何情況而定));
    - 慈善或非牟利組織;及
    - 就上述第7(i)段而獲本公司任用之第三方服務供應商(包括但不限於代寄郵件公司、電訊公司、電話促銷及直銷代理人、電話服務中心、數據處理公司及資訊科技公司),不論其所在地。
- 就2011年4月1日或以後有關資料當事人按揭申請之資料(不論作為借款人、按揭人或擔保人及不論以資料當事人單名或與其他人士聯名方式),本公司(以其自身及/或代理人身份)可向信貸資料服務機構提供下述關於資料當事人的資料(包括任何下述資料中不時更新之任何資料):
    - 全名;
    - 就每宗按揭的身份(即作為借款人、按揭人或擔保人,以及不論以資料當事人單名或與其他人士聯名方式);
    - 身份證號碼或旅遊證件號碼;
    - 出生日期;
    - 通訊地址;
    - 就每宗按揭的按揭賬戶號碼;
    - 就每宗按揭的信貸種類;
    - 就每宗按揭的按揭賬戶狀況(如生效、已結束、撇賬(因破產命令除外)、因破產命令的撇賬);及
    - 就每宗按揭的按揭賬戶結束日期(如適用)。

本公司可能為上述第7段所列之目的不時將資料當事人的資料轉移往香港特別行政區境外的地區。

信貸資料服務機構會使用上述由本公司提供的資料，統計資料當事人（分別以借款人、按揭人或擔保人身份，及不論其以單名或與其他人士聯名方式）不時與香港特別行政區內的信貸提供者持有之按揭宗數，於信貸資料庫內讓信貸提供者共用（惟受限於按條例核准及發出之個人信貸資料實務守則的規定）。

#### 10. 使用資料作直接促銷

本公司擬使用資料當事人的資料作直接促銷及本公司須為此目的取得資料當事人同意（包括資料當事人不反對之表示）。因此，請注意以下：

- 本公司持有資料當事人的姓名、聯絡詳情、產品及服務投資組合信息、交易模式及行徑、財務背景及統計資料可不時被本公司用於直接促銷；
- 以下服務類別可作推廣：
  - 財務、保險、信用卡、證券、商品、投資、銀行及相關服務和產品及授信；
  - 獎賞、年資獎勵或優惠計劃及相關服務和產品；
  - 本公司的聯名合作夥伴提供之服務和產品（有關服務和產品的申請表上會提供聯名合作夥伴的名稱（視屬何情況而定））；及
  - 為慈善及 / 或非牟利之目的之捐款及資助；
- 上述服務、產品及標的可由本公司及 / 或下述人士提供或（如涉及捐款及資助）募捐：
  - 本集團之任何成員；
  - 第三方金融機構、承保人、信用卡公司、證券、商品及投資服務供應商；
  - 第三方獎賞、年資獎勵、聯名合作及優惠計劃供應商；
  - 本公司及本集團之聯名合作夥伴（有關服務和產品的申請表上會提供聯名合作夥伴的名稱（視屬何情況而定））；及
  - 慈善或非牟利組織；
- 除本公司推廣上述服務、產品及標的外，本公司同時擬提供列明於上述第 10(a) 段之資料至上述第 10(c) 段的所有或其中任何人士，該等人士藉以用於推廣上述服務、產品及標的，並本公司須為此目的取得資料當事人同意（其中包括資料當事人不反對之表示）；

若資料當事人不願意本公司使用或提供其資料予其他人士，藉以用於以上所述之直接促銷，資料當事人可通知本公司以行使其不同意此安排的權利。

#### 11. 根據條例中的條款及個人信貸資料實務守則，任何資料當事人有權：

- 查核本公司是否持有他的資料及查閱該等資料；
- 要求本公司改正任何有關他的不準確的資料；
- 查明本公司對於資料的政策及慣例和獲告知本公司持有的個人資料種類；
- 按要求獲告知哪些資料是會向信貸資料服務機構或代收賬款機構例行披露的，以及獲提供進一步資料，藉以向有關信貸資料服務機構或代收賬款機構提出查閱和改正資料要求；及
- 對於本公司向信貸資料服務機構提供的任何賬戶資料（為免生疑問，包括任何賬戶還款資料），於悉數清償欠款以終止賬戶時，指示本公司要求有關信貸資料服務機構從其資料庫中刪除該等賬戶資料，惟是項指示必須於賬戶終止後 5 年內發出，且該賬戶在緊接賬戶終止之前 5 年內，並無超過 60 天的拖欠還款紀錄。賬戶還款資料包括最後一次到期的還款額、最後一次報告期間所作出的還款額（即緊接本公司向信貸資料服務機構提供最後一次賬戶資料前不超過 31 天的期間）、剩餘可用信貸額、

或未償還款額及欠款資料（即過期欠款額及逾期還款日數、清還過期欠款的日期及全數清還拖欠超過 60 天的欠賬之日期（如有））；

- 在賬戶出現任何欠款的情況下，除非欠款金額在由出現拖欠日期起計 60 天屆滿前全數清還或撇賬（因破產命令除外），信貸資料服務機構所可由全數清還欠款金額之日期起計 5 年保留賬戶還款資料（請見上述第 11(e) 段的定義）。
- 當資料當事人因被頒布破產命令而導致賬戶中的任何金額被撇賬，不論賬戶還款資料（請見上述第 11(e) 段的定義）是否顯示存有任何超過 60 天的欠款，信貸資料服務機構可由全數清還欠款金額之日期起計 5 年或由資料當事人提供證據通知信貸資料服務機構其已獲解除破產命令的日期起計 5 年保留賬戶還款資料（以較先出現者為準）。
- 根據條例之條款，本公司有權就處理任何查閱資料的要求收取合理費用。
- 任何關於查閱或改正資料，或索取關於資料政策及慣例或所持有的資料種類的要求，應向下列人士提出：

<b>中國銀行（香港）有限公司</b> 資料保障主任 中國銀行（香港）有限公司 香港花園道 1 號 中銀大廈	<b>南洋商業銀行有限公司</b> 資料保障主任 南洋商業銀行有限公司 香港德輔道中 151 號	<b>集友銀行有限公司</b> 資料保障主任 集友銀行有限公司 香港德輔道中 78 號 集友銀行大廈	<b>中銀信用卡（國際）有限公司</b> 資料保障主任 中銀信用卡（國際）有限公司 香港干諾道西 68 號 中銀信用卡中心 20 樓
傳真：(852) 2826 6860	傳真：(852) 2815 3333	傳真：(852) 2810 4207	傳真：(852) 2541 5415

<b>中銀集團人壽保險有限公司</b> 資料保障主任 中銀集團人壽保險有限公司 香港太古城皇皇道 1111 號 太古城中心 第 1 期 13 樓	<b>寶生期貨有限公司</b> 資料保障主任 寶生期貨有限公司 香港中環德輔道中 71 號 永安集團大廈 1 樓	<b>中銀香港資產管理有限公司</b> 資料保障主任 中銀香港資產管理有限公司 香港花園道 1 號 中銀大廈 32 樓
傳真：(852) 2522 1219	傳真：(852) 2854 1955	傳真：(852) 2532 8216

- 本公司在考慮任何信貸申請時，會從信貸資料服務機構取得關於資料當事人的信貸報告。如資料當事人希望索閱該信貸報告，本公司會向其提供有關信貸資料服務機構的詳細聯絡資料。
- 本通告的英文版本與中文版本如有任何分歧，有關任何於中國內地（不包括香港特別行政區）產生之事宜，一概以中文版本為準。有關任何於香港特別行政區及其他地方產生之事宜，一概以英文版本為準。

二零一五年十二月

### Data Policy Notice

- This Notice sets out the data policies of BOC Hong Kong (Holdings) Limited and its subsidiaries, including Bank of China (Hong Kong) Limited, Nanyang Commercial Bank, Limited, Chiyu Banking Corporation Limited, BOC Credit Card (International) Limited, BOC Group Life Assurance Company Limited, Po Sang Futures Limited, BOCHK Asset Management Limited (each a "Company", for as long as such Company remains a subsidiary of BOC Hong Kong (Holdings) Limited) in respect of their respective data subjects (as hereinafter defined). The rights and obligations of each Company under this Notice are several and not joint. No Company shall be liable for any act or omission by another Company.
- For the purposes of this Notice, the "Group" means the Company and its holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated. Affiliates include branches, subsidiaries, representative offices and affiliates of the Company's holding companies, wherever situated.
- The term "data subject(s)", wherever mentioned in this Notice, includes the following categories of individuals:
  - applicants for or customers, authorized signatories, policy holders, beneficiaries and other users of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and so forth provided by a Company;
  - sureties, guarantors and parties providing security, guarantee or any form of support for obligations owed to a Company;
  - directors, shareholders, officers and managers of any corporate applicants and data subjects/users; and
  - suppliers, contractors, service providers and other contractual counterparties of the Company.For the avoidance of doubt, "data subjects" shall not include any incorporated bodies. The contents of this Notice shall apply to all data subjects and form part of any contracts for services that the data subjects have or may enter into with the Company from time to time. If there is any inconsistency or discrepancy between this Notice and the relevant contract, this Notice shall prevail insofar as it relates to the protection of the data subjects' personal data. Nothing in this Notice shall limit the rights of the data subjects under the Personal Data (Privacy) Ordinance (Cap. 486, Laws of Hong Kong) (the "Ordinance").
- From time to time, it is necessary for the data subjects to supply the Company with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities.
- Failure to supply such data may result in the Company being unable to open or continue accounts or establish or continue banking facilities or provide financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities.
- Data relating to the data subjects are collected or received by the Company from various sources from time to time. Such data may include, but not limited to, data collected from data subjects in the ordinary course of the continuation of the relationship between the Company and data subjects, for example, when data subjects write cheques, deposit money, effect transactions through credit cards issued or serviced by the Company or generally communicate verbally or in writing with the Company, and data obtained from other sources (for example, credit reference agencies). Data may also be generated or combined with other information, available to the Company or any member of the Group.
- The purposes for which the data relating to the data subjects may be used are as follows:
  - assessing the merits and suitability of the data subjects as actual or potential applicants

- for financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and/or processing and/or approving their applications, variation, renewals, cancellations, reinstatements and claims;
- facilitating the daily operation of the services, credit facilities provided to and/or insurance policies issued to the data subjects;
  - conducting credit checks whenever appropriate (including, without limitation, at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year) and carrying out matching procedures (as defined in the Ordinance);
  - creating and maintaining the Company's scoring models;
  - providing reference;
  - assisting other financial institutions to conduct credit checks and collect debts;
  - ensuring ongoing credit worthiness of data subjects;
  - researching, customer profiling and segmentation and/or designing financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities for data subjects' use;
  - marketing services, products and other subjects (please see further details in paragraph 10 below);
  - determining amounts owed to or by the data subjects;
  - enforcing data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security for data subjects' obligations;
  - complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Company or any of its branches or that it is expected to comply according to:
    - any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
    - any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future;
    - any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Company or any of its branches by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
  - complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Group and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
  - enabling an actual or proposed assignee of the Company, or participant or sub-participant of the Company's rights in respect of the data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
  - comparing data of data subjects or other persons for credit checking, data verification or otherwise producing or verifying data, whether or not for the purpose of taking adverse action against the data subjects;
  - maintaining a credit history or otherwise, a record of data subjects (whether or not there exists any relationship between data subjects and the Company) for present and future reference; and
  - purposes incidental, associated or relating to Paragraph 7.
8. Data held by the Company relating to data subjects will be kept confidential but the Company may provide and disclose (as defined in the Ordinance) such data to the following parties for the purposes set out in the previous paragraph:
  - any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Company in connection with the operation of its business, wherever situated;

- any other person under a duty of confidentiality to the Company including any member of the Group which has undertaken to keep such information confidential;
  - the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - any person making payment into the data subject's account;
  - any person receiving payment from the data subject, the banker of such person and any intermediaries which may handle or process such payment;
  - credit reference agencies, and, in the event of default, to debt collection agencies;
  - any financial institutions, charge or credit card issuing companies, insurance company, securities and investment company with which the data subjects have or propose to have dealings; and any reinsurance and claims investigation companies, insurance industry associations and federations and their members;
  - any person to whom the Company or any of its branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Company or any of its branches, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Company or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company or any of its branches with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
  - any actual or proposed assignee of the Company or participant or sub-participant or transferee of the Company's rights in respect of the data subject; and
    - any member of the Group;
    - third party financial institutions, insurers, credit card companies, securities, commodities and investment services providers;
    - third party reward, loyalty, co-branding and privileges programme providers;
    - co-branding partners of the Company and the Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
    - charitable or non-profit making organisations; and
    - external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Company engages for the purposes set out in paragraph (7)(i) above, wherever situated.
- The Company may from time to time transfer the data relating to the data subjects to a place outside Hong Kong Special Administrative Region for the purposes set out in paragraph 7 above.
- With respect to data in connection with mortgages applied by the data subject (if applicable, and whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the data subject (including any updated data of any of the following data from time to time) may be provided by the Company, on its own behalf and/or as agent, to a credit reference agency:
    - full name;
    - capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);
    - identity card number or travel document number;
    - date of birth;
    - correspondence address;
    - mortgage account number in respect of each mortgage;
    - type of the facility in respect of each mortgage;
    - mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and



(i) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Company for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers in Hong Kong Special Administrative Region, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

#### 10. USE OF DATA IN DIRECT MARKETING

The Company intends to use the data subject's data in direct marketing and the Company requires the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (a) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of the data subject held by the Company from time to time may be used by the Company in direct marketing;
- (b) the following classes of services, products and subjects may be marketed:
  - (i) financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities;
  - (ii) reward, loyalty or privileges programmes and related services and products;
  - (iii) services and products offered by the Company's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (iv) donations and contributions for charitable and/or non-profit making purposes;
- (c) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Company and/or:
  - (i) any member of the Group;
  - (ii) third party financial institutions, insurers, credit card companies, securities, commodities and investment services providers;
  - (iii) third party reward, loyalty, co-branding or privileges programme providers;
  - (iv) co-branding partners of the Company and the Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (v) charitable or non-profit making organisations;
- (d) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph 10(a) above to all or any of the persons described in paragraph 10(c) above for use by them in marketing those services, products and subjects, and the Company requires the data subject's written consent (which includes an indication of no objection) for that purpose;

**If a data subject does not wish the Company to use or provide to other persons his data for use in direct marketing as described above, the data subject may exercise his opt-out right by notifying the Company.**

11. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, any data subject has the right:
  - (a) to check whether the Company holds data about him and of access to such data;
  - (b) to require the Company to correct any data relating to him which is inaccurate;
  - (c) to ascertain the Company's policies and practices in relation to data and to be informed of the kind of personal data held by the Company;
  - (d) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
  - (e) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Company to a credit reference agency, to instruct the Company, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount

last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Company to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).

12. In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph 11(e) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
13. In the event any amount in an account is written-off due to a bankruptcy order being made against the data subject, the account repayment data (as defined in paragraph 11(e) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency, whichever is earlier.
14. In accordance with the terms of the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.
15. The persons to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows: -

#### Bank of China (Hong Kong) Limited

The Data Protection Officer  
Bank of China (Hong Kong) Limited  
Bank of China Tower  
1 Garden Road Hong Kong  
Facsimile: (852) 2826 6860

#### Nanyang Commercial Bank, Limited

The Data Protection Officer  
Nanyang Commercial Bank, Limited  
151 Des Voeux Road Central  
Hong Kong  
Facsimile: (852) 2815 3333

#### Chiyu Banking Corporation Limited

The Data Protection Officer  
Chiyu Banking Corporation Limited  
78 Des Voeux Road Central  
Hong Kong  
Facsimile: (852) 2810 4207

#### BOC Credit Card (International) Limited

The Data Protection Officer  
BOC Credit Card (International) Limited  
20/F, BOC Credit Card Centre  
68 Connaught Road West  
Hong Kong  
Facsimile: (852) 2541 5415

#### BOC Group Life Assurance Company Limited

The Data Protection Officer  
The Data Protection Officer  
BOC Group Life Assurance Company Limited  
13/F, Cityplaza One, 1111 King's Road,  
Taikoo Shing, Hong Kong  
Facsimile: (852) 2522 1219

#### Po Sang Futures Limited

The Data Protection Officer  
Po Sang Futures Limited  
1/F, Wing On House  
71 Des Voeux Road Central  
Hong Kong  
Facsimile: (852) 2854 1955

#### BOCHK Asset Management Limited

The Data Protection Officer  
BOCHK Asset Management Limited  
32/F, Bank of China Tower  
1 Garden Road  
Hong Kong  
Facsimile: (852) 2532 8216

16. The Company may have obtained a credit report on the data subject from a credit reference agency in considering any application for credit. In the event that the data subject wishes to access the credit report, the Company will advise the contact details of the relevant credit reference agency.
17. If there is any inconsistency between the English version and the Chinese version of this Notice, the Chinese version shall prevail in relation to any matters arising in the Mainland China exclusive of the Hong Kong Special Administrative Region, the English version shall prevail in relation to any matters arising in the Hong Kong Special Administrative Region and elsewhere.

# 分期貸款產品資料概要

中國銀行(香港)有限公司

「貸合適」稅務貸款  
2015年12月

此乃分期貸款產品。 本概要所提供的利息、費用及收費等資料僅供參考， 分期貸款的最終條款以還款通知書為準。		
利率及利息支出		
實際年利率	貸款額	實際年利率 <sup>1</sup>
	港幣\$299,999或以下	4.00%
	港幣\$300,000至港幣\$799,999	3.50%
	港幣\$800,000或以上	3.00%
逾期還款年化利率/ 就違約貸款收取的 年化利率	就逾期未付的金額收取年息36.5%，逾期利息由到期日起計算至實際還款日止。利息將按日以單利率計算。	
費用及收費		
手續費	不適用於2015年12月27日至2016年3月15日	
逾期還款費用 及收費	每一期逾期未付的每月還款將收取港幣\$500行政費	
提前還款/ 提前清償/ 贖回的收費	當客戶提前償還全數貸款時，將收取提前還款收費。 提前還款收費 = 行政費 + 額外利息 行政費：提取金額之1% 額外利息：額外計收1個月利息 <ul style="list-style-type: none"><li>如在供款當日提前償還全部貸款，除收取當期的利息外，並須額外收取下期之每月還款利息</li><li>如在非供款日提前償還全部貸款，則須收取下兩期之每月還款利息</li></ul>	
退票 / 退回自動轉 賬授權指示的收費	每次退票 / 退回自動轉賬授權指示時，將收取港幣\$150	
其他資料		
1. 實際年利率是一個參考利率，以年化利率展示出包括銀行產品的基本利率及其他費用與收費。		
2. 最低貸款金額：港幣\$10,000。		

# Key Facts Statement (KFS) for Instalment Loan

Bank of China (Hong Kong) Limited

"iSmart" TAX LOAN  
December 2015

<p>This product is an instalment loan.</p> <p>This KFS provides you with indicative information about interest, fees and charges of this product but please refer to our repayment schedule for the final terms of your instalment loan.</p>									
Interest Rates and Interest Charges									
Annualised Percentage Rate (APR)	<table border="1"> <thead> <tr> <th>Loan Amount</th> <th>APR<sup>1</sup></th> </tr> </thead> <tbody> <tr> <td>HK\$299,999 or below</td> <td>4.00%</td> </tr> <tr> <td>HK\$300,000 to HK\$799,999</td> <td>3.50%</td> </tr> <tr> <td>HK\$800,000 or above</td> <td>3.00%</td> </tr> </tbody> </table>	Loan Amount	APR <sup>1</sup>	HK\$299,999 or below	4.00%	HK\$300,000 to HK\$799,999	3.50%	HK\$800,000 or above	3.00%
	Loan Amount	APR <sup>1</sup>							
	HK\$299,999 or below	4.00%							
	HK\$300,000 to HK\$799,999	3.50%							
HK\$800,000 or above	3.00%								
Annualised Overdue / Default Interest Rate	Annualized interest rate of 36.5% will be applied on the amount overdue from the due date until the date of actual repayment. The interest is calculated daily on a simple basis.								
Fees and Charges									
Handling Fee	Not applicable from 27 December, 2015 to 15 March, 2016								
Late Payment Fee and Charge	An administrative fee of HK\$500 for each overdue but unpaid monthly instalment of the loan								
Prepayment / Early Settlement / Redemption Fee	<p>Early Settlement Fee = Administration Fee + Additional Interest, which will be charged when you fully repay the loan.</p> <p>Administration Fee: 1% of the drawdown amount</p> <p>Additional Interest: additional 1 month interest</p> <ul style="list-style-type: none"> <li>• Apart from current month's instalment interest, next month's instalment interest will be charged if early settlement is made on an instalment repayment date</li> <li>• Interests of the next two monthly instalments will be charged if early settlement is not made on an instalment repayment date</li> </ul>								
Returned Cheque / Rejected Autopay Charge	HK\$150 per returned cheque / rejected autopay payment								
Additional Information									
<ol style="list-style-type: none"> <li>1. An APR is a reference rate which includes the basic interest rates and other fees and charges of a product expressed as an annualised rate.</li> <li>2. Minimum loan amount: HK\$10,000.</li> </ol>									