TERMS AND CONDITIONS OF BOC EXPRESS CASH INSTALMENT LOAN

(Applicable to the loan starting with Loan Number 012)

For Loan starting with Loan Number 0238, please refer to page 11 to 17 of this document

Successful applicant ("Borrower") of the approved BOC Express Cash Instalment Loan shall be subject to the following terms and conditions:

1. (a) In these terms and conditions:

"Bank" means Bank of China (Hong Kong) Limited including its successors, transferees and assigns and any person deriving title under it;

"Business Day" means a day on which commercial banks in Hong Kong are open for business but excluding Saturdays, Sundays and public holidays;

"Card Company" means BOC Credit Card (International) Limited;

"Connected Parties" means a director/ supervisor/ chief executive/ senior management and key staff/ chairman of committee/ head of department/ head of branch/ lending officer/ controller (holding 5% or more shareholding alone or together with associates who are controllers) of the Bank or Bank of China Limited (including their subsidiaries and branches) or the Bank's subsidiaries, affiliates and other entities over which the Bank is able to exert control or any 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.

"Connected Parties" also includes any guarantor of the Borrower who is a controller, minority shareholder controller or director of the Bank or a relative of such controller, minority shareholder controller or director.

"**Designated Account"** means the account designated by the Borrower in the application form under the heading of "Direct Debit Authorization" or such other account as designated by the Borrower (and accepted by the Bank) from time to time for the purpose of debiting such account for the repayment of the Monthly Instalment (as defined below) and other charges relating to the Loan;

"Drawdown Date" means the proposed drawdown date of the Loan as applied by the Borrower and accepted by the Bank, which shall be confirmed in the Loan Advice;

"Extension Fee" means the handling fee being charged by the Bank and confirmed in the Loan Advice if the Borrower elects to repay the Monthly Instalment not on the first Business Day of the next following calendar month after the Drawdown Date;

"Final Repayment Date" means the final repayment date for the Loan, which shall be the last date of the Loan Period where the last Monthly Instalment is due and payable by the Borrower;

"HK$" means Hong Kong dollars, the lawful currency of Hong Kong;

"Hong Kong" means the Hong Kong Special Administrative Region of The People's Republic of China;

"Interest" means the interest payable in relation to the Loan and is more particularly set out in Clause 7;

"Loan" means the aggregate principal amount of BOC Express Cash Instalment Loan made available to the Borrower pursuant to these terms and conditions;

"Loan Advice" means the confirmation issued by the Bank to the Borrower in relation to the Loan; and

"Loan Period" means the period of the Loan which can be repaid by instalment and shall be confirmed in the Loan Advice

(b) All singular references in these terms and conditions shall include the plural and vice versa.

2. The Bank may in its absolute discretion approve or reject any application for a Loan without giving any reason. The Bank will by written notice and/or verbally inform the Borrower whether the application is approved or rejected **and in no event shall the Bank be responsible for any loss or liability which the Borrower may suffer or incur as a result of any such application being rejected. The terms of the Loan (as approved by the Bank and**

confirmed by the Borrower) shall not be cancelled or amended by the Borrower and the Borrower shall be bound to accept the Loan on the terms set out in the Loan Advice and these terms and conditions. In the event there is any inconsistency between the terms of the Loan Advice and the terms of these terms and conditions, the terms of the Loan Advice shall prevail to the extent of any inconsistency.

3. **In case the Borrower has applied or will apply for a credit card from the Card Company, the Borrower agrees and confirms that the Card Company is authorized to transfer to the Bank, and also authorizes the Bank to obtain from the Card Company, any data relating to use of such credit card or other goods or services offered by the Card Company from time to time to the Borrower for the purposes set out in the DPN (as defined in Clause 25 below) except where the Borrower's express consent is required. In particular, the Borrower authorizes the Bank to include any data relating to such credit card use in the Borrower's bank statement and to use such data for processing applications, customer profiling and segmentation.**

4. The Bank may in its absolute discretion determine the exact amount of the Loan, the Interest or the Loan Period and **the Borrower hereby irrevocably agrees to borrow the Loan notwithstanding that the amount of the Loan, the Interest or the Loan Period approved by the Bank is different from that applied for.**

5. After approval of an application, the Bank will, on or immediately after the Drawdown Date advance the principal amount of the Loan to the Borrower in such manner as accepted by the Bank. **The Borrower shall be responsible for all charges and fees associated with advancement of the principal amount of the Loan and any such charge and fee shall be deducted from the Loan and/or debited to the Designated Account at the time of advancement of the Loan.**

6. **Handling fee ("Handling Fee") will be charged in such amount and in such manner as the Bank may notify to the Borrower or specified in the application form, which shall be confirmed in the Loan Advice.** The Handling Fee will be debited from the Loan at the time of advancement of the Loan.

7. **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**.

8. The principal amount of the Loan and the Interest shall be repaid by equal monthly instalments during the Loan Period (the **"Monthly Instalments"** and each a **"Monthly Instalment"**) as applied by the Borrower and approved by the Bank, which shall be confirmed in the Loan Advice and such amount shall be rounded up to the nearest cent. The Borrower hereby acknowledges that the amount of the last Monthly Instalment may not be equal to the amount of each of the previous Monthly Instalment and such amount of the last Monthly Instalment shall be the outstanding amount of the Loan.

9. 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 the Bank (**"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 the Bank, the same shall be debited to the Designated Account in accordance with the usual practice of the Bank.

10. **If the Borrower fails to pay any sum payable in relation to the Loan when due or on the Repayment Date or any Subsequent Repayment Dates, the Borrower shall on demand of the Bank pay default interest on that sum each time from the due date to the date of receipt by the Bank at the rate which is 0.08% of the overdue amount shall be calculated on a daily basis ("Default Interest"), together with a default handling fee of HK$500 for each overdue and other fees which the Bank may from time to time notify to the Borrower. The Default Interest will be applied on the amount overdue from the due date until the date of actual repayment, interest is calculated daily on a simple basis.**

11. The Borrower may by written notice apply for early repayment of all but not part of the outstanding Monthly

Instalments. **The Bank will only approve such application when the Borrower has repaid to the Bank all sums due and payable by the Borrower hereunder, together with an administration fee or charges which the Bank may from time to time notify to the Borrower.**

12. **The Bank is hereby irrevocably authorized by the Borrower to debit the Designated Account with the amount of each Monthly Instalment, Extension Fee (if any), Default Interest (if any) and all other fees, charges and sums due and payable by the Borrower hereunder ("Charges").** All payments to be made by the Borrower hereunder shall, unless stated or otherwise, be made on a Business Day.

13. All payments made by the Borrower must be in HK$ unless approved by the Bank. Payments received from the Borrower shall be applied towards repayment of the Loan in the following order or in such other order as the Bank may in its absolute discretion determine from time to time: (i) legal and collection fees, finance charges, Handling Fees, Charges and other fees and charges; (ii) accrued Interests and Default Interests; and (iii) outstanding Loan amount.

14. **Notwithstanding anything herein to the contrary, the Bank may review the Loan on a regular basis and in the event there is any default in any of the repayment, or the Bank reasonably considers it is necessary to protect its interest, the Bank shall be entitled to debit all of the outstanding Monthly Instalments, together with the Charges to the Designated Account at any time without prior notice or provide reason to the Borrower, or demand the Borrower for immediate repayment of all sums which are due and payable by the Borrower hereunder.**

15. **The Bank may at its own discretion, at the request of the Borrower, extend the Final Repayment Date or revise the terms of the Loan, and a renewal fee or other fees and charges shall be payable by the Borrower.**

16. **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.

17. **The Borrower agrees and confirms that each all-monies mortgage or other security executed or to be executed by the Borrower in the Bank's favour for any purpose, either before or after the application for any Loan, shall also secure the obligations of the Borrower under any Loan to be advanced by the Bank to the Borrower from time to time.** This Clause 17 shall not apply to any Loan which was originally advanced by the Card Company to the Borrower prior to 27 January 2019.

18. The Borrower acknowledges that liabilities of the Borrower to the Bank hereunder may be settled in a variety of ways. **The Borrower hereby irrevocably authorizes and instructs the Bank (if he/she has account(s) with the Bank) to debit the full amount or part thereof standing to the credit of such account(s) (whether held singly or jointly with others, and whether or not such amount is matured or due and payable) for the satisfaction of any liability of the Borrower to the Bank hereunder without prior notice to the Borrower from time to time. The Borrower shall, at his/her own costs, do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within his/her power to implement such authorization and instruction. The Borrower further agrees that to the maximum extent permitted under applicable law, the Bank, in acting in reliance upon this Clause 18, shall not be liable for any loss suffered by the Borrower and the Bank shall not be liable for any overdraft interest and/or handling charges arising out of the Bank acting in reliance upon this Clause 18.**

19. All payments made by the Borrower to the Bank shall only be deemed to be received upon actual receipt of the immediately available cleared funds by the Bank and such payments shall be free and clear of and without any deduction or withholding for or on account of any tax. **If a withholding or deduction is required by law or otherwise, the Borrower will pay an increased amount so that the Bank receives a net amount equal to what the Bank would have received had there been no withholding or deduction.**

20. The Borrower acknowledges that in the event of any default in repayment of any amount from time to time due to the Bank, the Bank is entitled to appoint debt collection agencies and/or institute legal proceedings at any time to enforce repayment. **The Borrower agrees to indemnify the Bank against all costs and expenses reasonably incurred in connection with the appointment of debt collection agencies provided that the total collection costs recoverable from the Borrower shall in normal circumstances not exceed 30% of the aggregate outstanding balance, and against all legal costs and expenses reasonably incurred by the Bank in enforcing payment through legal proceedings.**

21. **The Borrower confirms that all the information provided to the Bank 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 promptly which the Bank may require. The Borrower agrees to notify the Bank promptly in writing if he/she is or becomes a Connected Party as defined in Clause 1.(a).**

22. The Bank may communicate with or seek instructions from the Borrower through telephone, facsimile, Internet or such other method as the Bank may from time to time determine. In this connection, the Borrower hereby consents to the Bank taking a record of any such communication and/or instructions by such means and retain it for such period as it considers appropriate. The Bank shall in good faith and with due care give effect to such communication and/or instructions without requiring further confirmation from the Borrower.

23. The Bank has absolute discretion to determine any matter in connection with the Loan and any such determination shall be final and binding on the Borrower (save and except manifest error).

24. Time shall be of the essence herein but no failure or delay by the Bank in exercising any right, power or remedy hereunder 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.

25. **The Borrower hereby acknowledges that the Borrower has received, read and understood the contents of the Data Policy Notice or such other document(s) issued under whatever name from time to time by the Bank and certain of its related entities relating to their general policies on use, disclosure and transfer of personal data (as the same may be amended from time to time) ("DPN") and agrees that the contents of the DPN shall be binding on the Borrower except where the Borrower's express consent is required. Copies of the current version of the DPN are available at the principal place of business of the Bank in Hong Kong or on the website of the Bank at www.bochk.com. The Borrower hereby authorizes the Bank to use any information it may have concerning the Borrower and/or the Loan in accordance with the DPN.**

26. **Where the Borrower consists of more than one person, the liabilities and obligations of the Borrowers under these terms and conditions are joint and several.** Any instructions given by or communication with any one of them shall be deemed to be given by or communicated with all of them.

27. **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 Borrower shall not be entitled to assign or transfer any of its rights and obligations hereunder.

28. The Bank will where practicable give not less than 30 days' prior notice to the Borrower before any significant change of these terms and conditions takes effect, unless such changes are beyond the Bank's control.

29. 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.

30. **If the Borrower shall experience any difficulty in repaying or servicing the Loan, the Borrower shall inform the Bank as soon as possible.**

31. **The Borrower warrants, represents and undertakes that no part of any Loan granted by the Bank is intended, or will be used, directly or indirectly, for financing the acquisition (whether already made or proposed) by the Borrower or any person whomsoever of any shares in BOC Hong Kong (Holdings) Limited, or for reducing or discharging a liability incurred by the Borrower or any person whomsoever in connection with**

any such acquisition.

32. 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, (ii) 3 Business Days after publication as an advertisement in a Hong Kong newspaper, (iii) when posted on the website of 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 outside Hong Kong, (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 the death or incapacity of the Borrower. 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 Bank.

33. Where a top-up loan facility is offered with the Loan and accepted by the Borrower, the Borrower may redraw the repaid principal amount of the Loan. However, The Bank reserves the right to reject any request for top-up loan facility and shall not be required to give any reason therefor. The loan facility will be terminated when the Borrower has fully repaid the Loan. **In normal circumstances the Bank will give reasonable notice to the Borrower before terminating the loan facility. Nevertheless, The Bank may suspend or terminate the loan facility at any time without prior notice and with or without cause**.

34. Shall there be any inconsistency between the Chinese version and the English version of these terms and conditions, the English version shall prevail.

35. These terms and conditions are governed by and shall be construed in accordance with the laws of Hong Kong and the Borrower hereby agrees to submit to the nonexclusive jurisdiction of the courts of Hong Kong for any dispute arising out of or in connection to these terms and conditions.

36. Subject to Clause 38, a person who is not a party to these terms and conditions 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 these terms and conditions.

37. Notwithstanding any term of these terms and conditions, the consent of any person who is not a party to these terms and conditions is not required to rescind or vary these terms and conditions at any time.

38. The Card Company and any director, officer, employee, affiliate or agent of the Bank or the Card Company may, by virtue of the Third Parties Ordinance, rely on any provision of these terms and conditions (including without limitation any liability) which expressly confers rights or benefits on that person.

39. If at any time any provision hereof becomes illegal, invalid or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

40. These terms and conditions shall be binding on each successor, personal representative and person lawfully acting on behalf of the Borrower.

41. To reinforce the Bank's firm stance against tax illicit activities and to meet the legal and compliance requirements in connection with the detection, investigation and prevention of money laundering, terrorist financing, tax evasion, fraud, or any acts or attempts to circumvent or violate any laws relating to these matters, the Bank shall take all necessary actions including but not limited to routinely screening, monitoring and reviewing the Borrower and the Borrower's transactions for such purposes. **The Borrower confirms and understands that the Borrower's tax status will be subject to such screening and monitoring. The Borrower also represents to the Bank that the Borrower has, to the best of the Borrower's knowledge, not committed or been convicted of tax crimes.**

42. Remuneration of the Bank's sales staff may consist of fixed and variable components. The award of variable remuneration correlates in part with the staff's performance in financial and non-financial factors.

TERMS AND CONDITIONS OF BOC EXPRESS CASH INSTALMENT LOAN BALANCE TRANSFER

1. These Terms and Conditions of BOC Express Cash Instalment Loan Balance Transfer are supplemental to the Terms and Conditions of BOC Express Cash Instalment Loan. In the event of any inconsistency between the former and the latter, the former shall prevail to the extent of any such inconsistency. Unless otherwise specified, capitalized terms herein shall have the same meaning as those defined in the Terms and Conditions of BOC Express Cash Instalment Loan.

2. The Borrower has to provide the latest bank account monthly statement or other bank account records, showing clearly the name and account number of the account holder. If the designated account to be credited is a revolving loan/ personal loan/ overdraft loan, please state the payee name(s) to be used for the cash disbursement cheque on the copy account statement or other account records being provided.

3. After deducting **the handling fee (if applicable)** from the approved loan amount, the Bank will help settle the outstanding balance(s) of designated account(s) partly or wholly prescribed by the Borrower. Thereafter any residue of the loan amount (if any) will be deposited in the designated sole name account(s) of the Borrower.

4. The transfer amount of each account must not be less than HK$1,000, and must be rounded up to the nearest dollar.

5. Debit account(s) and account(s) to be credited must be the sole name account(s) of the Borrower. Joint name account(s) or corporate account(s) will not be accepted.

6. The Bank reserves the right to request the Borrower to cancel any balance transfer beneficial account(s) at any time at its sole and absolute discretion.

7. The Bank will complete the balance transfer process within 7 days after the loan is confirmed. **Before receipt of written loan/balance transfer confirmation from the Bank, the Borrower must continue to repay the financial institution(s), to which the balance will eventually be transferred.** The Bank shall not be liable for any overdue payment, interest and any other expenses incurred thereof. Interest is to be calculated from the date the loan is being drawdown.

8. An application, once approved, cannot be cancelled or amended by the Borrower. The Bank reserves the right to decline any balance transfer or loan drawdown application at its sole discretion.

REMARKS OF BOC EXPRESS CASH INSTALMENT LOAN / BALANCE TRANSFER

Unless otherwise specified, capitalized terms herein shall have the same meaning as those defined in the Terms and Conditions of BOC Express Cash Instalment Loan.

1. The interest rate will depend on the customer's credit rating, loan amount and Loan Period and confirmed in the Loan Advice. The Bank may at its absolute discretion approve or decline the application and determine the loan amount and relevant interest rate without giving any reason. If the customer's application cannot meet the credit approval requirements for BOC Express Cash Instalment Loan, the application may still be processed with an adjusted interest rate, or other credit facility may be offered.

2. **The Bank will with reference to the Loan Period charge 0.75% to 1.5% of the loan amount per annum as Handling Fee and deduct such fee from the Loan at the time of loan advancement. If the Loan Period is shorter than 1 year, it shall be deemed to be 1 year. If the Loan Period is shorter than 1 year, it shall be deemed to be 1 year. The Handling Fee paid will not be refunded in all circumstances.**

3. **Upon early settlement of the Loan, outstanding interest and principal shall be calculated on the basis of "Reducing Balance Method" (applicable to any loan application on or after 13 January 2020 for BOC Express Cash Instalment Loan / BOC Express Cash Instalment Loan Balance Transfer / BOC Express Cash Instalment Loan Top up / BOC Express Cash Instalment Loan Balance Transfer Top Up or any loan application on or after 7 June 2020 for BOC Express Cash Instalment loan online application with instant approval service.) or "Rule of 78" (applicable to the loan application on or before 12 January 2020 for BOC Express Cash Instalment Loan / BOC Express Cash Instalment Loan Balance Transfer / BOC Express Cash Instalment Loan Top up / BOC Express Cash Instalment Loan Balance Transfer Top Up or any loan**

application on or before 6 June 2020 for BOC Express Cash Instalment loan online application with instant approval service.).

"Reducing Balance Method": The Borrower shall also pay an early settlement fee which is 2% of the approved principal amount of BOC Express Cash Instalment Loan/ Balance Transfer. The Bank may at its discretion adjust the early settlement fee at any time.

"Rule of 78": The Borrower shall also pay an early settlement fee which is 2% of the approved principal amount of the Loan; 1.5% of the amount of the approved Loan for balance transfer (in accordance with the Terms and Conditions of BOC Express Cash Instalment Loan Balance Transfer) per annum for the remaining years of the Loan Period (any part of a year shall be rounded up to a year). The Bank may at its discretion adjust the early settlement fee at any time.

4. **If the Borrower fails to pay any sum payable in relation to the loan when due or on the Repayment Date or any Subsequent Repayment Date, the Borrower shall pay rate of 0.08% per day on the overdue amount, together with a default handling fee of HK$500.**

5. The Borrower may redraw the repaid principal amount of the Loan. Please contact our staff for details and the terms and conditions.

6. The designated loan disbursement account and the loan repayment account must be a personal and sole name account or a joint name account of the Borrower. In the case of a joint name account it must be of a single signature authorization type. Any form of company account will not be accepted.

7. The Bank reserves the right to approve or decline any application at its sole discretion without giving any reason. All approved applications for any Loan are irrevocable.

8. **Interest will be accrued from the day when the loan is disbursed.**

9. **The beneficiary bank and financial institution may charge a handling fee for processing the funds being transferred. In the event the beneficiary bank or the financial institution returns the transferred fund and levies charges due to the Borrower's individual circumstances, the Bank shall charge above handling fee to be debited to the Borrower's loan repayment account.**

10. The Bank may at its discretion amend, suspend or terminate the offer and its terms and conditions at any time without prior notice. In case of any disputes, the decision of the Bank shall be final.

11. Risk Disclosure of Investment as Loan Purpose

    The risk disclosure statements herein cannot disclose all the risks involved and does not take into account any personal circumstances unknown to BOCHK. You should undertake your own independent review and seek independent professional advice before you trade or invest especially if you are uncertain of or have not understood any aspect of the following risk disclosure statements or the nature and risks involved in trading or investment. The following are the risk disclosure statements: You should carefully consider whether trading or investment is suitable in light of your own risk tolerance, financial situation, investment experience, investment objectives, investment horizon and investment knowledge. When BOCHK provides information to you relating to loan product/service, and when BOCHK handles your loan application, there is no offer, solicitation, recommendation, comment or guarantee by BOCHK to the purchase, subscription or sale of any investment product or service. Investment involves risk. You should assess and bear the relevant risks at your own, and the Bank does not bear any responsibility. You are also advised to read carefully Condition 7 of Part 3 of Conditions for Services for further details of risk disclosure in relation to investment.

12. The Bank will apply the Artificial Intelligence (AI) technology in the process of credit approval. The Borrower may be requested for additional information under some circumstances in order to facilitate on the loan approval or for product enhancement. Please note that if any incomplete or inaccurate information is provided by the Borrower, the AI technology may not be operated effectively and may affect the approval result, and therefore additional documents from the Borrower will be requested by the Bank.

13. Shall there be any discrepancy between the Chinese and the English versions of the above terms and conditions, the English version shall prevail.

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 other 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 the customer of the Bank of China Credit Card (International) Co., Ltd. ("Card Company") and / or BOCHK, I agree to the card company to provide and disclose the existing personal data record (including gender) of the card is the use of the application, and / or agree to use the existing personal data record (including gender) to BOCHK; I now determine the information is same as that of the same situation and the status, and agreed that the card company record (if any) will be updated as a sub-application data, see subsection (II) below.

   (ii) I agree that if the designated information involved (including nationality, marital status, education, corporate industry and business nature, occupation, date, gender, and Hong Kong permanent residents) and BOCHK records, BOCHK and/ or the card company record will be modified accordingly after the loan is successfully extracted; other information (including all addresses and phones) are only used as subprime loans applications and future related communications, if you want to update the record in BOCHK, I need to log into to online banking (if applicable) or to any branch of 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 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. BOCHK 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.

8. 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.

9. I understand and agree that BOCHK will not send me monthly statement of account upon the approval and acceptance by me of this loan application. As a substitute, BOCHK will issue 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.

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 will consider the credit report from TransUnion Limited and authorize BOCHK to check my credit status with my information for one or more than one time where BOCHK deems necessary. I may request such information from TransUnion Limited on my own by phone (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).

TERMS AND CONDITIONS OF BOC EXPRESS CASH INSTALMENT LOAN

(Applicable to the loan starting with Loan Number 0238)

For Loan starting with Loan Number 012, please refer to page 1 to 10 of this document

Successful applicant ("Borrower") of the approved BOC Express Cash Instalment Loan shall be subject to the following terms and conditions:

1. (a) In these terms and conditions:

   "Bank" means Bank of China (Hong Kong) Limited including its successors, transferees and assigns and any person deriving title under it; "Business Day" means a day on which commercial banks in Hong Kong are open for business but excluding Saturdays, Sundays and public holidays;

   "Card Company" means BOC Credit Card (International) Limited;

   "Connected Parties" means a director/ supervisor/ chief executive/ senior management and key staff/ chairman of committee/ head of department/ head of branch/ lending officer/ controller (holding 5% or more shareholding alone or together with associates who are controllers) of the Bank or Bank of China Limited (including their subsidiaries and branches) or the Bank's subsidiaries, affiliates and other entities over which the Bank is able to exert control or any 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.

   "Connected Parties" also includes any guarantor of the Borrower who is a controller, minority shareholder controller or director of the Bank or a relative of such controller, minority shareholder controller or director.

   "Designated Account" means the account designated by the Borrower in the application form under the heading of "Direct Debit Authorization" or such other account as designated by the Borrower (and accepted by the Bank) from time to time for the purpose of debiting such account for the repayment of the Monthly Instalment (as defined below) and other charges relating to the Loan;

   "Drawdown Date" means the proposed drawdown date of the Loan as applied by the Borrower and accepted by the Bank, which shall be confirmed in the Loan Advice;

   "Extension Fee" means the handling fee being charged by the Bank and confirmed in the Loan Advice if the Borrower elects to repay the Monthly Instalment not on the first Business Day of the next following calendar month after the Drawdown Date;

   "Final Repayment means the final repayment date for the Loan, which shall be the last date of the Loan Period where the last Monthly Instalment is due and payable by the Borrower;

   "HK$" means Hong Kong dollars, the lawful currency of Hong Kong;

   "Hong Kong" means the Hong Kong Special Administrative Region of The People's Republic of China;

   "Interest" means the interest payable in relation to the Loan and is more particularly set out in Clause 7;

   "Loan" means the aggregate principal amount of BOC Express Cash Instalment Loan made available to the Borrower pursuant to these terms and conditions;

   "Loan Advice" means the confirmation issued by the Bank to the Borrower in relation to the Loan; and "Loan Period" means the period of the Loan which can be repaid by instalment and shall be confirmed in the Loan Advice.

   (b) All singular references in these terms and conditions shall include the plural and vice versa.

2. The Bank may in its absolute discretion approve or reject any application for a Loan without giving any reason. The Bank will by written notice and/or verbally inform the Borrower whether the application is approved or rejected and in no event shall the Bank be responsible for any loss or liability which the Borrower may suffer or incur as a result of any such application being rejected. The terms of the Loan (as approved by the Bank and confirmed by the Borrower) shall not be cancelled or amended by the Borrower and the Borrower shall be bound to accept the Loan on the terms set out in the Loan Advice and these terms and conditions. In the event there is any

inconsistency between the terms of the Loan Advice and the terms of these terms and conditions, the terms of the Loan Advice shall prevail to the extent of any inconsistency.

3. In case the Borrower has applied or will apply for a credit card from the Card Company, the Borrower agrees and confirms that the Card Company is authorized to transfer to the Bank, and also authorizes the Bank to obtain from the Card Company, any data relating to use of such credit card or other goods or services offered by the Card Company from time to time to the Borrower for the purposes set out in the DPN (as defined in Clause 25 below) except where the Borrower's express consent is required. In particular, the Borrower authorizes the Bank to include any data relating to such credit card use in the Borrower's bank statement and to use such data for processing applications, customer profiling and segmentation.

4. The Bank may in its absolute discretion determine the exact amount of the Loan, the Interest or the Loan Period and the Borrower hereby irrevocably agrees to borrow the Loan notwithstanding that the amount of the Loan, the Interest or the Loan Period approved by the Bank is different from that applied for.

5. After approval of an application, the Bank will, on or immediately after the Drawdown Date advance the principal amount of the Loan to the Borrower in such manner as accepted by the Bank. The Borrower shall be responsible for all charges and fees associated with advancement of the principal amount of the Loan and any such charge and fee shall be deducted from the Loan and/or debited to the Designated Account at the time of advancement of the Loan.

6. Handling fee ("Handling Fee") will be charged in such amount and in such manner as the Bank may notify to the Borrower or specified in the application form, which shall be confirmed in the Loan Advice. The Handling Fee will be debited from the Loan at the time of advancement of the Loan.

7. 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 accrue from day to day and shall be calculated on the basis of a 30-day month and a 365-day year.

8. The principal amount of the Loan and the Interest shall be repaid by equal monthly instalments during the Loan Period (the "Monthly Instalments" and each a "Monthly Instalment") as applied by the Borrower and approved by the Bank, which shall be confirmed in the Loan Advice and such amount shall be rounded up to the nearest cent. The Borrower hereby acknowledges that the amount of the last Monthly Instalment may not be equal to the amount of each of the previous Monthly Instalment and such amount of the last Monthly Instalment shall be the outstanding amount of the Loan.

9. The first Monthly Instalment and Extension Fee (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 the Bank ("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 the Bank, the same shall be debited to the Designated Account in accordance with the usual practice of the Bank.

10. If the Borrower fails to pay any sum payable in relation to the Loan when due or on the Repayment Date or any Subsequent Repayment Dates, the Borrower shall on demand of the Bank pay default interest on that sum each time from the due date to the date of receipt by the Bank at the rate which is 4% of the overdue amount (or at such rate which the Bank may from time to time notify to the Borrower) ("Default Interest"), together with a default handling fee of HK$500 and other fees which the Bank may from time to time notify to the Borrower. The Default Interest payable in accordance with this Clause shall accrue daily and be calculated on the basis of actual number of days elapsed and a 30-day month.

11. The Borrower may by written notice apply for early repayment of all but not part of the outstanding Monthly Instalments. The Bank will only approve such application when the Borrower has repaid to the Bank all sums due and payable by the Borrower hereunder, together with an administration fee or charges which the Bank may from time to time notify to the Borrower.

12. The Bank is hereby irrevocably authorized by the Borrower to debit the Designated Account with the amount of each Monthly Instalment, Extension Fee (if any), Default Interest (if any) and all other fees, charges and sums due and payable by the Borrower hereunder ("Charges"). All payments to be made by the Borrower hereunder shall, unless stated or otherwise, be made on a Business Day.

13. All payments made by the Borrower must be in HK$ unless approved by the Bank. Payments received from the Borrower shall be applied towards repayment of the Loan in the following order or in such other order as the Bank may in its absolute discretion determine from time to time: (i) legal and collection fees, finance charges, Handling Fees, Charges and other fees and charges; (ii) accrued Interests and Default Interests; and (iii) outstanding Loan amount.

14. Notwithstanding anything herein to the contrary, the Bank may review the Loan on a regular basis and in the event there is any default in any of the repayment, or the Bank reasonably considers it is necessary to protect its interest, the Bank shall be entitled to debit all of the outstanding Monthly Instalments, together with the Charges to the Designated Account at any time without prior notice or provide reason to the Borrower, or demand the Borrower for immediate repayment of all sums which are due and payable by the Borrower hereunder.

15. The Bank may at its own discretion, at the request of the Borrower, extend the Final Repayment Date or revise the terms of the Loan, and a renewal fee or other fees and charges shall be payable by the Borrower.

16. 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.

17. The Borrower agrees and confirms that each all-monies mortgage or other security executed or to be executed by the Borrower in the Bank’s favour for any purpose, either before or after the application for any Loan, shall also secure the obligations of the Borrower under any Loan to be advanced by the Bank to the Borrower from time to time. This Clause 17 shall not apply to any Loan which was originally advanced by the Card Company to the Borrower prior to 27 January 2019.

18. The Borrower acknowledges that liabilities of the Borrower to the Bank hereunder may be settled in a variety of ways. The Borrower hereby irrevocably authorizes and instructs the Bank (if he/she has account(s) with the Bank) to debit the full amount or part thereof standing to the credit of such account(s) (whether held singly or jointly with others, and whether or not such amount is matured or due and payable) for the satisfaction of any liability of the Borrower to the Bank hereunder without prior notice to the Borrower from time to time. The Borrower shall, at his/her own costs, do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within his/her power to implement such authorization and instruction. The Borrower further agrees that to the maximum extent permitted under applicable law, the Bank, in acting in reliance upon this Clause 18, shall not be liable for any loss suffered by the Borrower and the Bank shall not be liable for any overdraft interest and/or handling charges arising out of the Bank acting in reliance upon this Clause 18.

19. All payments made by the Borrower to the Bank shall only be deemed to be received upon actual receipt of the immediately available cleared funds by the Bank and such payments shall be free and clear of and without any deduction or withholding for or on account of any tax. If a withholding or deduction is required by law or otherwise, the Borrower will pay an increased amount so that the Bank receives a net amount equal to what the Bank would have received had there been no withholding or deduction.

20. The Borrower acknowledges that in the event of any default in repayment of any amount from time to time due to the Bank, the Bank is entitled to appoint debt collection agencies and/or institute legal proceedings at any time to enforce repayment. The Borrower agrees to indemnify the Bank against all costs and expenses reasonably incurred in connection with the appointment of debt collection agencies provided that the total collection costs recoverable from the Borrower shall in normal circumstances not exceed 30% of the aggregate outstanding balance, and against all legal costs and expenses reasonably incurred by the Bank in enforcing payment through legal proceedings.

21. The Borrower confirms that all the information provided to the Bank 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 promptly which the Bank may require. The Borrower agrees to notify the Bank promptly in writing if he/she is or becomes a Connected Party as defined in Clause 1.(a).

22. The Bank may communicate with or seek instructions from the Borrower through telephone, facsimile, Internet or such other method as the Bank may from time to time determine. In this connection, the Borrower hereby consents to the Bank taking a record of any such communication and/or instructions by such means and retain it for such period as it considers appropriate. The Bank shall in good faith and with due care give effect to such communication and/or instructions without requiring further confirmation from the Borrower.

23. The Bank has absolute discretion to determine any matter in connection with the Loan and any such determination shall be final and binding on the Borrower (save and except manifest error).

24. Time shall be of the essence herein but no failure or delay by the Bank in exercising any right, power or remedy hereunder 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.

25. The Borrower hereby acknowledges that the Borrower has received, read and understood the contents of the Data Policy Notice or such other document(s) issued under whatever name from time to time by the Bank and certain of its related entities relating to their general policies on use, disclosure and transfer of personal data (as the same may be amended from time to time) ("DPN") and agrees that the contents of the DPN shall be binding on the Borrower except where the Borrower's express consent is required. Copies of the current version of the DPN are available at the principal place of business of the Bank in Hong Kong or on the website of the Bank at www.bochk.com. The Borrower hereby authorizes the Bank to use any information it may have concerning the Borrower and/or the Loan in accordance with the DPN.

26. Where the Borrower consists of more than one person, the liabilities and obligations of the Borrowers under these terms and conditions are joint and several. Any instructions given by or communication with any one of them shall be deemed to be given by or communicated with all of them.

27. The Bank shall be entitled at any time at its sole and absolute discretion to assign, subparticipate 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 Borrower shall not be entitled to assign or transfer any of its rights and obligations hereunder.

28. The Bank will where practicable give not less than 30 days' prior notice to the Borrower before any significant change of these terms and conditions takes effect, unless such changes are beyond the Bank's control.

29. 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.

30. If the Borrower shall experience any difficulty in repaying or servicing the Loan, the Borrower shall inform the Bank as soon as possible.

31. The Borrower warrants, represents and undertakes that no part of any Loan granted by the Bank is intended, or will be used, directly or indirectly, for financing the acquisition (whether already made or proposed) by the Borrower or any person whomsoever of any shares in BOC Hong Kong (Holdings) Limited, or for reducing or discharging a liability incurred by the Borrower or any person whomsoever in connection with any such acquisition.

32. 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, (ii) 3 Business Days after publication as an advertisement in a Hong Kong newspaper, (iii) when posted on the website of 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 outside Hong Kong, (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 the death or incapacity of the Borrower. 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 Bank.

33. Where a top-up loan facility is offered with the Loan and accepted by the Borrower, the Borrower may redraw the repaid principal amount of the Loan. However, The Bank reserves the right to reject any request for top-up loan facility and shall not be required to give any reason therefor. The loan facility will be terminated when the Borrower has fully repaid the Loan. In normal circumstances the Bank will give reasonable notice to the Borrower before terminating the loan facility. Nevertheless, The Bank may suspend or terminate the loan facility at any time without prior notice and with or without cause.

34. Shall there be any inconsistency between the Chinese version and the English version of these terms and conditions, the English version shall prevail.

35. These terms and conditions are governed by and shall be construed in accordance with the laws of Hong Kong and the Borrower hereby agrees to submit to the non-exclusive jurisdiction of the courts of Hong Kong for any dispute arising out of or in connection to these terms and conditions.

36. Subject to Clause 38, a person who is not a party to these terms and conditions 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 these terms and conditions.

37. Notwithstanding any term of these terms and conditions, the consent of any person who is not a party to these terms and conditions is not required to rescind or vary these terms and conditions at any time.

38. The Card Company and any director, officer, employee, affiliate or agent of the Bank or the Card Company may, by virtue of the Third Parties Ordinance, rely on any provision of these terms and conditions (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.

39. If at any time any provision hereof becomes illegal, invalid or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

40. These terms and conditions shall be binding on each successor, personal representative and person lawfully acting on behalf of the Borrower.

41. To reinforce the Bank's firm stance against tax illicit activities and to meet the legal and compliance requirements in connection with the detection, investigation and prevention of money laundering, terrorist financing, tax evasion, fraud, or any acts or attempts to circumvent or violate any laws relating to these matters, the Bank shall take all necessary actions including but not limited to routinely screening, monitoring and reviewing the Borrower and the Borrower's transactions for such purposes. The Borrower confirms and understands that the Borrower's tax status will be subject to such screening and monitoring. The Borrower also represents to the Bank that the Borrower has, to the best of the Borrower's knowledge, not committed or been convicted of tax crimes.

42. Remuneration of the Bank's sales staff may consist of fixed and variable components. The award of variable remuneration correlates in part with the staff's performance in financial and non-financial factors.

TERMS AND CONDITIONS OF BOC EXPRESS CASH INSTALMENT LOAN BALANCE TRANSFER

1. These Terms and Conditions of BOC Express Cash Instalment Loan Balance Transfer are supplemental to the Terms and Conditions of BOC Express Cash Instalment Loan. In the event of any inconsistency between the former and the latter, the former shall prevail to the extent of any such inconsistency. Unless otherwise specified, capitalized terms herein shall have the same meaning as those defined in the Terms and Conditions of BOC Express Cash Instalment Loan.

2. The Borrower has to provide the latest bank account monthly statement or other bank account records, showing clearly the name and account number of the account holder. If the designated account to be credited is a revolving loan/ personal loan/ overdraft loan, please state the payee name(s) to be used for the cash disbursement cheque on the copy account statement or other account records being provided.

3. After deducting the handling fee (if applicable) from the approved loan amount, the Bank will help settle the outstanding balance(s) of designated account(s) partly or wholly prescribed by the Borrower. Thereafter any residue

of the loan amount (if any) will be deposited in the designated sole name account(s) of the Borrower.

4. The transfer amount of each account must not be less than HK$1,000, and must be rounded up to the nearest dollar.
5. Debit account(s) and account(s) to be credited must be the sole name account(s) of the Borrower. Joint name account(s) or corporate account(s) will not be accepted.
6. The Bank reserves the right to request the Borrower to cancel any balance transfer beneficial account(s) at any time at its sole and absolute discretion.
7. The Bank will complete the balance transfer process within 7 days after the loan is confirmed. Before receipt of written loan/balance transfer confirmation from the Bank, the Borrower must continue to repay the financial institution(s), to which the balance will eventually be transferred. The Bank shall not be liable for any overdue payment, interest and any other expenses incurred thereof. Interest is to be calculated from the date the loan is being drawdown.
8. An application, once approved, cannot be cancelled or amended by the Borrower. The Bank reserves the right to decline any balance transfer or loan drawdown application at its sole discretion.

REMARKS OF BOC EXPRESS CASH INSTALMENT LOAN / BALANCE TRANSFER

Unless otherwise specified, capitalized terms herein shall have the same meaning as those defined in the Terms and Conditions of BOC Express Cash Instalment Loan.

1. The interest rate will depend on the customer's credit rating, loan amount and Loan Period and confirmed in the Loan Advice. The Bank may at its absolute discretion approve or decline the application and determine the loan amount and relevant interest rate without giving any reason. If the customer's application cannot meet the credit approval requirements for BOC Express Cash Instalment Loan, the application may still be processed with an adjusted interest rate, or other credit facility may be offered.
2. The Bank will with reference to the Loan Period charge 0.75% to 1.5% of the loan amount per annum as Handling Fee and deduct such fee from the Loan at the time of loan advancement. If the Loan Period is shorter than 1 year, it shall be deemed to be 1 year. The Handling Fee paid will not be refunded in all circumstances.
3. Upon early settlement of the Loan, outstanding interest and principal shall be calculated on the basis of "Rule of 78". The Borrower shall also pay an early settlement fee which is 2% of the approved principal amount of the Loan; 1.5% of the amount of the approved Loan approved for balance transfer (in accordance with the Terms and Conditions of BOC Express Cash Instalment Loan Balance Transfer) per annum for the remaining years of the Loan Period (any part of a year shall be rounded up to a year). The Bank may at its discretion adjust the early settlement fee at any time with prior notice.
4. If the Borrower fails to pay any sum payable in relation to the loan when due or on the Repayment Date or any Subsequent Repayment Date, the Borrower shall each month pay Default Interest at the rate of 4% of the overdue amount, together with a default handling fee of HK$500.
5. For repayment by cheque or autopay, the Bank will charge HK$150 per transaction for returned cheque or rejected autopay transaction.
6. The Borrower may redraw the repaid principal amount of the Loan. Please contact our staff for details and the terms and conditions.
7. The designated loan disbursement account and the loan repayment account must be a personal and sole name account or a joint name account of the Borrower. In the case of a joint name account it must be of a single signature authorization type. Any form of company account will not be accepted.
8. The Bank reserves the right to approve or decline any application at its sole discretion without giving any reason. All approved applications for any Loan are irrevocable.
9. Interest will be accrued from the day when the loan is disbursed.

10. The beneficiary bank may charge a handling fee for processing the funds being transferred. In the event the beneficiary bank returns the transferred fund and levies charges due to the Borrower's individual circumstances, the Bank shall charge a handling fee (maximum of HK$300) to be debited to the Borrower's loan repayment account. Please contact your recipient bank for details.

11. The Bank may at its discretion amend, suspend or terminate the offer and its terms and conditions at any time without prior notice. In case of any disputes, the decision of the Bank shall be final.

12. Risk Disclosure of Investment as Loan Purpose

    The following risk disclosure statements cannot disclose all the risks involved and does not take into account any personal circumstances unknown to BOCHK. Customers should undertake their own independent review and seek independent professional advice before they trade or invest especially if they are uncertain of or have not understood any aspect of the following risk disclosure statements or the nature and risks involved in trading or investment. The following are the risk disclosure statements: Customers should carefully consider whether trading or investment is suitable in light of your own risk tolerance, financial situation, investment experience, investment objectives, investment horizon and investment knowledge. BOCHK does not constitute any offer, solicitation, recommendation, comment or guarantee to the purchase, subscription or sale of any investment product or service during the loan application process. Investment involves risk. Customers should assess and bear the relevant risks at their own, and the Bank does not bear any responsibility. You are also advised to read carefully Condition 7 of Part 3 of Conditions for Services for further details of risk disclosure in relation to investment.

13. Shall there be any discrepancy between the Chinese and the English versions of the above terms and conditions, the English version shall prevail.