

Terms of “100% Personal Loan Guarantee Scheme”

1. BOC “Express Cash” Instalment Loan – “100% Personal Loan Guarantee Scheme” (“100% PLGS”) is cooperatively provided by Bank of China (Hong Kong) Limited (“BOCHK”) and HKMC Insurance Limited (the “HKMCI”) which is owned by The Hong Kong Mortgage Corporation Limited (the “HKMC”). BOCHK takes reference from the HKMC and/or the HKMCI’s scheme to set out the loan type, interest rate per annum, maximum loan amount, maximum loan tenor and the maximum tenor for principal repayment holiday. For the final approval, loan amount, loan tenor and loan interest of 100% PLGS application, BOCHK follows the final decision from the HKMC and/or the HKMCI.
2. For the sole proprietor or a shareholder who is also a personal guarantor of any existing loan or credit facility under the HKMCI’s SME Financing Guarantee Scheme, he/she is not eligible for applying 100% PLGS.
3. BOCHK accepts 100% PLGS application from 28th April 2021. For the submission deadline, please refer to the announcement from the HKMC and / or the HKMCI.
4. The Borrower / Applicant must open and maintain BOCHK’s HKD current or saving account as a designated account for the repayment of 100% PLGS. The Borrower / Applicant also need to apply for 100% PLGS successfully and choose “Non- principal repayment holiday” or “Principal repayment holiday” (applicable to online application).
5. 100% PLGS provides maximum tenor of 120 months (including the tenor for principal repayment holiday). The Borrower / Applicant can choose tenor of 12/24/36/48/60/72/84/96/108/120 months. If the Borrower / Applicant choose principal repayment holiday, then he/she cannot choose tenor of 12 months.
6. The Borrower / Applicant needs to submit the application to BOCHK. BOCHK will review the application and the Borrower / Applicant agrees that BOCHK shall submit the application materials and relevant supporting documents to the HKMC and/or the HKMCI for review and approval.
7. The Borrower / Applicant hereby acknowledges that he/she 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 BOCHK 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 / Applicant except where the Borrower / Applicant’s express consent is required. Copies of the current version of the DPN are available at the principal place of business of BOCHK in Hong Kong or on the website of BOCHK at www.bochk.com. The Borrower / Applicant hereby authorizes BOCHK to use any information it may have concerning the Borrower / Applicant and/or the loan in accordance with the DPN. The Borrower / Applicant hereby acknowledges receipt of, confirms that he/she has read and understood and consents to the “Personal Information Collection Statement of the HKMC Group”
8. The maximum loan amount of 100% PLGS is the lower of HK\$100,000 OR nine times the average monthly income for any 3 months from January 2020 to February 2022 of the Borrower / Applicant.
9. There is no handling fee for 100% PLGS and BOCHK will not deduct any handling fee at loan disbursement. If the Borrower would like to settle 100% PLGS early, early settlement fee is not applicable to the Borrower / Applicant.
10. 100% PLGS’s Annualised percentage rate (APR) of 1% per annum. The Borrower / Applicant can choose principal

repayment holiday for the first 12 months or normal repayment. The Borrower / Applicant needs to inform BOCHK the repayment method during application and the repayment method cannot be changed afterwards. For details of the apportionment of interest and principal for each loan repayment throughout the loan tenor and the method of apportionment, the Borrower / Applicant may refer to the Notice For Repayment Schedule issued by BOCHK after drawdown and each year afterwards, or contact BOC Express Cash Customer Service at 2108 3611 for enquiry.

11. The Borrower / Applicant will receive a rebate of the interest payments made after the loan and interest are fully repaid within the agreed tenor (not including the default interest). At the month that the Borrower / Applicant is eligible for the interest rebate, the Borrower / Applicant's accounts must be operational and valid until the end of the rebate process. The rebate interest will be disbursed to the Borrower / Applicant's BOCHK HKD current or saving account after the loan and interest of 100% PLGS are fully repaid. Please take reference from the Next Repayment Details of Notice For Repayment Schedule for the repayment date of the first instalment. If the date falls on a Sunday or public holiday, it will be postponed to the next working day.
12. BOCHK may in its absolute discretion to reject any application or request the Borrower / Applicant to apply for a lower loan amount according to the contents of the scheme. For the final approved amount, default charge and other terms and conditions, the contents / loan documents accepted and agreed by the Borrower / Applicant and / or the Notice For Repayment Schedule shall prevail. If the Borrower / Applicant 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/Applicant shall on demand of BOCHK pay default interest on that sum each time from the due date to the date of receipt by BOCHK at the rate which is 0.08% of the overdue amount calculated on a daily basis ("Default Interest") and other fees which BOCHK may from time to time notify the Borrower/Applicant. 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 The Default interest repaid will not be entitled to the rebate of interest payments as stated in clause 11.
13. BOCHK, the HKMC and/or the HKMCI may in its absolute discretion to decide the final approved amount, loan interest or loan tenor.
14. 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 confirmed in the Notice For Repayment Schedule. Interest shall be calculated on the basis of actual number of days elapsed and a 365-day year.
15. 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 BOCHK, which shall be confirmed in the Notice For Repayment Schedule and such amount shall be rounded up to the nearest cent. The Borrower/Applicant hereby acknowledges that the amount of the last Monthly Instalment may not be equal to the amount of each of the previous Monthly Instalments and such amount of the last Monthly Instalment shall be the outstanding amount of the loan.
16. BOCHK, the HKMC and/or the HKMCI may in its absolute discretion approve or reject any application for 100% PLGS without giving any reason. BOCHK will by written notice and/or verbally inform the Borrower / Applicant whether the application is approved or rejected and in no event shall BOCHK 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

100% PLGS (as the Borrower confirmed orally or by written) 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 Notice For Repayment Schedule, Terms of “100% Personal Loan Guarantee Scheme” and the Terms and Conditions and Remarks of the BOC “Express Cash” Instalment Loan and these terms.

17. Except this Terms of “100% Personal Loan Guarantee Scheme”, the Terms and Conditions and Remarks of the BOC “Express Cash” Instalment Loan remains unchanged and applicable to 100% PLGS at the same time. If there is any discrepancy between Notice For Repayment Schedule , Terms of “100% Personal Loan Guarantee Scheme” and the Terms and Conditions and Remarks of the BOC “Express Cash” Instalment Loan , the Notice For Repayment Schedule and Terms of “100% Personal Loan Guarantee Scheme” shall prevail.
18. Shall there be any inconsistency between the Chinese version and the English version of these terms, the English version shall prevail.

Terms 2 of “100% Personal Loan Guarantee Scheme (including Personal Information Collection Statement of HKMC Group

Loan Application Form in respect of any loan to be sold by the Lender to The Hong Kong Mortgage Corporation Limited under the 100% Personal Loan Guarantee Scheme (Scheme) shall comply with the following:

Part A:

In this Declaration, unless otherwise specified, all references to a document shall include any subsequent amendment or supplement thereto from time to time.

In consideration of the agreement of the HKMC and the HKMCI to consider the Lender’s offer (in relation to this loan) under the Scheme, the Borrower confirms and undertakes to the HKMC, the HKMCI, the Lender, TransUnion Limited and/or any other credit reference agencies (each a CRA) (as appropriate) that:

1. the information given at any time in or for the purpose of this application is to the best of the Borrower’s knowledge and belief true, accurate, up-to-date and complete as at the date of its submission. The Borrower hereby authorises the Lender, the HKMC and the HKMCI to verify or confirm such information, directly or indirectly or through TransUnion Limited and/or any other CRA or from any source or in any manner as they may choose or deem appropriate, and to obtain on behalf of the Borrower within 90 days from the day of signing of this Form by the Borrower, a copy of the Borrower’s credit report from any CRA for the purposes of the commitment to purchase to be granted by the HKMC via the HKMCI relating to the Loan and other related purposes, and any other purposes in connection with the business of the HKMC or the HKMCI or any of its related bodies; in this connection, the Borrower consents to and authorises any CRA to provide a copy of the Borrower’s credit report directly to the HKMC or the HKMCI without having first sent the Borrower a copy of the credit report for review;
2. the Borrower hereby agrees and acknowledges to all CRAs that the provision of any credit report by any CRA to the HKMC or the HKMCI or the use of any such credit report by the HKMC or the HKMCI shall not be made the basis of any complaint, claim, suit, demand, cause of action or other proceeding against the CRA, the HKMCI or the Lender by the Borrower or any third party;

3. the Borrower hereby agrees that a copy or an electronic record of this Form bearing its signature(s) (including electronic signature) shall for the purpose of this application (including this Declaration), have the same effect as if it were the original thereof;
4. the Borrower hereby authorises (a) the Lender, the HKMC, the HKMCI and their related bodies to access, inspect and make copies of all books, records, accounts and any other information relating to the Borrower or the Borrower's business (for Borrower that is self-employed or a freelancer), whether in paper, electronic or any other form or medium and whether in the possession, custody or control of the Lender, the Borrower or otherwise, and (b) the HKMC or the HKMCI to disclose any information relating to the Borrower under the Scheme and/or under the SME Financing Guarantee Scheme (SFGS) to the Lender, for any purpose relating to this application, monitoring the performance of the Loan, conducting quality assurance sampling review, due diligence review, processing a request for payment under the Scheme and other related purposes;
5. the Scheme is for the sole and exclusive benefit of the Lender, and that the Borrower shall not be deemed to be a party to it, or a beneficiary of it, and that no payments made under the Scheme to the Lender shall affect or lessen the Lender's rights of remedy against the Borrower in the event of default under the Loan;
6. the Borrower is a Hong Kong permanent resident aged 18 or above;
7. as at the date of this application, the Borrower is not an undischarged bankrupt and no bankruptcy petition or proceedings has been made against the Borrower;
8. the Borrower hereby undertakes to inform the HKMC, the HKMCI and the Lender as soon as practicable if any information provided by the Borrower in connection with this application is no longer valid, complete or accurate. The Borrower undertakes to repay in full all the outstanding amounts with respect to the Loan with interest within such time specified upon notification by the HKMC, the HKMCI or the Lender, if any information provided by the Borrower in connection with this application is false, inaccurate or no longer valid. The Borrower acknowledges that the HKMC, the HKMCI and the Lender reserve the right to take any actions, including legal actions, that are considered appropriate by the HKMC, the HKMCI and the Lender against the Borrower for furnishing false information;
9. without prejudice to any rights and remedies that the Lender, the HKMC or the HKMCI may have, the Borrower acknowledges that the HKMC or the HKMCI may forthwith request the Lender to suspend the Loan, and the Lender shall act accordingly, in the event that the HKMC or the HKMCI is in the opinion that the Borrower is:
 - 9.1. in breach of any of the undertakings given in this application; or
 - 9.2. no longer in compliance with, or has not complied with any declaration in this application;
10. the Borrower hereby declares, confirms and consents, in relation to this application, for the provision of his or her personal data in this Form and at the HKMC's or the HKMCI's request and/or in the course of dealing with the HKMC or the HKMCI, and the Borrower will indemnify and hold the Lender, the HKMC and the HKMCI harmless from all losses, costs, penalties, damages and any expenses suffered and/or incurred as the result of such declaration and confirmation being untrue and in relation to any breach of the terms of this application;

11. the Borrower hereby acknowledges receipt of, confirms that he/she has read and understood and consents to the "Personal Information Collection Statement of the HKMC Group" (which accompanies this Form or which has been provided by the Lender to the Borrower);
12. the Borrower hereby agrees and acknowledges that this application if approved, the Lender will immediately after the Loan is drawn, sell, transfer and assign the Loan in favour of the HKMC; and (b) after the transfer, the HKMC shall be responsible for the rebate of the interest in accordance with the Loan documents; and
13. By making any intentional or negligent misrepresentation or false declaration and/or by providing false information or omitting to provide relevant information in connection with this application, the Borrower may incur civil and/or criminal liability. In addition, the application for the Loan may be rejected or, if approved or granted, the Lender reserves the right to suspend any and all disbursement of funds to the Borrower in respect of the Loan.

Part B:

Probity Clause for acknowledgement by the Borrower

Any attempt to offer advantage (as defined in the Prevention of Bribery Ordinance (POBO) (Chapter 201 of the Laws of Hong Kong) to any staff of the Lender with a view to influencing the outcome of this loan application or any matters in relation to the loan under the Scheme (or offer advantage to any members or employees of the HKMCI or the HKMC in the course of this loan application) constitutes an offence under POBO and renders the application invalid. The case will be reported to the Independent Commission Against Corruption (ICAC). Any approved loans will be cancelled and the Borrower will be liable to all losses and expenses incurred by the Lender, HKMCI and HKMC as a result of the offence. You should report to ICAC (Telephone No.: 2526 6366) if any person solicits an advantage from you in relation to this loan application.

Personal Information Collection Statement

1. Nothing in this Statement shall limit the rights of data subjects under the Personal Data (Privacy) Ordinance.
2. The supply of personal data is voluntary except for the personal data specified in the relevant data collection form as obligatory. Failure to supply such obligatory data will prevent us from fulfilling the purposes described below.

PURPOSES

3. The purposes for which personal data of a data subject may be used will vary depending on the circumstances and context of its collection, but the purposes perceived by us will include the following:
 - (a) administering, maintaining and operating our products/services/events relating to our financing, loans and loans acquisition, retirement planning, insurance and credit support businesses (Services);
 - (b) processing and evaluating any applications, requests, enquiries or complaints involving the data subject relating to our Services;
 - (c) providing subsequent or ongoing services in relation to our Services involving the data subject, including but not limited to providing information, administering the policies or guarantees issued or the loans or

credit supports granted;

- (d) any purposes in connection with any claim or requests made by or against or otherwise involving the data subject in respect of our Services, including the related verification and investigation work;
- (e) detecting, investigating and preventing fraud, crime, wrongdoing or irregularity;
- (f) facilitating design of products/services/events of any members of the HKMC Group;
- (g) conducting research and maintaining databases for marketing, statistical, actuarial, product development or other purposes;
- (h) matching any personal data held which relates to the data subject from time to time for any of the purposes listed herein and verifying data or information provided by any third party;
- (i) creating and maintaining data subject profile and segregation and business model and performing risk management;
- (j) evaluating any future application by or involving the data subject in relation to our Services;
- (k) registering data subjects and administering the provision of Services through telecommunications or online channels, or mobile applications;
- (l) conducting underwriting, identity and credit checks and debt collection;
- (m) offering, providing and marketing to the data subject the Services of the Company, other members of the HKMC Group or our business partners (see “Use and Provision of Personal Data in Direct Marketing” section below)
- (n) carrying out business co-operation with the data subject (including referral or other modes of co- operation);
- (o) sending to the data subject newsletters and printed materials about educational, recreational or other events of any member of the HKMC Group;
- (p) providing benefit to the data subject for relationship management purposes;
- (q) making disclosures as required by any applicable law, rules, regulations, codes of practice or guidelines or for assisting law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
- (r) complying with the laws, regulatory requirements and any other rules, guidelines or orders of any applicable jurisdiction which we are expected to or would normally comply with;
- (s) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing personal data and information within the HKMC Group and/or any other use of personal data and information for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful or prohibited activities or conduct;
- (t) enabling an actual or potential assignee of us, or participant or sub-participant of our rights in respect of a data subject to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
- (u) purposes directly relating to any of the above.

TRANSFEREES

4. Personal data will be kept confidential but, subject to the provisions of any applicable law, may be provided to the following parties (within or outside Hong Kong) for the purposes outlined in paragraph 3 above:
- (a) any member of the HKMC Group;
 - (b) any broker, referrer or introducer of the data subject in Hong Kong or elsewhere;
 - (c) any co-applicant or co-borrower, and any person proposing to provide or providing any financial or credit support in relation to a data subject's obligations in connection with our Services.
 - (d) any business partner which has participated in programmes operated by any member of the HKMC Group in relation to our Services;
 - (e) any person in connection with any claims made by or against or otherwise involving the data subject in respect of any Services provided by the Company or any member of the HKMC Group;
 - (f) any agent, contractor or third party, which provides administrative, audit, data- processing, document management, technology, telecommunication, storage, payment or other services (including direct marketing services) to any member of the HKMC Group in Hong Kong or elsewhere under a duty of confidentiality to the same;
 - (g) where applicable, any insurer or reinsurer (including any re-reinsurers of such reinsurer) of, or any entity providing financial support in relation to our Services;
 - (h) any valuer, medical service provider or an provider of products or services which is, or will be paid by funds drawn from the Services;
 - (i) credit reference agencies or, in the event of default, debt collection agencies;
 - (j) any agent, auditor, accountant, tax adviser, lawyer, consultant or other professional adviser;
 - (k) any court, tribunal or administrative, governmental or regulatory body or enforcement agency in Hong Kong or elsewhere (including local or foreign tax authorities); and
 - (l) any actual or potential assignee, transferee, participant or sub-participant of our rights or business.

USE AND PROVISION OF PERSONAL DATA IN DIRECT MARKETING

5. We intend to:
- (a) use the names, contact details, Services portfolio information, transaction pattern and behaviour, financial, employment or other background and demographic data of a data subject held by us from time to time for direct marketing and we cannot use such data unless we have received the data subject's consent or indication of no objection; and
 - (b) conduct direct marketing in relation to the following classes of products / services / events:
 - (i) insurance, financial services, retirement planning and related products / services / events; and
 - (ii) reward, loyalty, co-branding or privilege programmes, and related products / services / events.
6. The above products/services/events may be provided or solicited by us and/or:

- (a) any member of the HKMC Group;
 - (b) third-party financial institutions and insurers; and
 - (c) third-party reward, loyalty, co-branding or privilege programme providers or operators.
7. In addition to marketing the above products/services/events, we may provide a data subject's information described in paragraph 5(a) to all or any of the persons described in paragraph 6 above for use by them in marketing those products/services/events, and we require the data subject's written consent (which includes an indication of no objection) for that purpose.

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

RIGHTS OF ACCESS AND CORRECTION

8. A data subject may request access to or correction of his/her personal data by making a request in writing to our Data Protection Officer at 19/F, Two Harbour Square, No. 180 Wai Yip Street, Kwun Tong, Kowloon, Hong Kong.
9. We may charge a fee which is not excessive for processing any data access request. In this Statement, unless the context does not permit or otherwise requires, Company, we, our and us mean the company named in the document collecting the relevant data (which is a member of the HKMC Group) and its successors and assigns; data subject, in relation to personal data, means the individual who is the subject of the personal data; and HKMC Group means The Hong Kong Mortgage Corporation Limited, its subsidiaries and subsidiary undertakings.

Notes

- (a) This Statement may from time to time be revised or updated by us.
- (b) By using or continuing to use or participate any of our products/services/events, providing information about the data subject himself/herself, or providing services to or entering into commercial or other contractual arrangements with us, a data subject is deemed to have accepted and agreed to the arrangements set out in and to be bound by the provisions herein.

Issued by the Company