

百分百擔保個人特惠貸款計劃 100% PERSONAL LOAN GUARANTEE SCHEME

註：申請人必須為年滿18歲或以上之香港永久性居民，並於適當空格內加上[✓]號。
Note: Applicant must be Hong Kong permanent resident and aged 18 or above and put a "✓" in the appropriate box.

借款人提供以下資料，以支持其根據百分百擔保個人特惠貸款計劃（「計劃」）的資格標準申請貸款（「貸款」）。
The Borrower hereby provides the following information in support of his/her application for a loan pursuant to the Eligibility Criteria for the 100% Personal Loan Guarantee Scheme (the "Scheme") (the "Loan").

致：中國工商銀行（亞洲）有限公司（「工銀亞洲」/「貸款人」）
To: Industrial and Commercial Bank of China (Asia) Limited ("ICBC (Asia)" / the "Lender")

貸款資料 LOAN DETAILS

要求貸款額（港幣）
Requested loan amount (HK\$) _____

最低貸款額為港幣5,000元，最高貸款額為港幣80,000元，並須按計算的金額調低至最接近的百位數。
There is a minimum loan amount of HK\$5,000 and maximum loan amount of HK\$80,000, and it shall be rounded down to the nearest hundreds based on the amount calculated.

需要延遲償還本金安排嗎？ Do you require principal repayment holiday?

否 NO 需要（12個月） YES (12 months)

借款人可申請或不申請12個月延遲償還本金安排。 The Borrower shall either apply for no or 12-month principal repayment holiday.

總還款期 Total repayment period 12個月 months 24個月 months 36個月 months 48個月 months 60個月 months 72個月 months

每月還款額 息除本減 （等額分期付款） 基於APR 1%的年利率 Monthly Repayment Reducing Balance (with Equal Instalment Amount) Based on annualised percentage rate of 1% p.a.++	12個月 12 month	24個月 24 month	36個月 36 month	48個月 48 month	60個月 60 month	72個月 72 month
總還款期（包括12個月的延遲償還本金期） Total Repayment period (including 12-month principal repayment holiday)	不適用 Not Applicable	港幣HK\$837.85	港幣HK\$421.02	港幣HK\$282.08	港幣HK\$212.61	港幣HK\$170.94
總還款期（不包括12個月的延遲償還本金期） Total Repayment period (excluding 12-month principal repayment holiday)	港幣HK\$837.85	港幣HK\$421.02	港幣HK\$282.08	港幣HK\$212.61	港幣HK\$170.94	不適用 Not Applicable

備註Remarks

++實際年利率乃根據《銀行營運守則》所載的有關指引計算。實際利率是一個參考利率，以年化利率展示出包括銀行產品的基本利率及其他費用與收費。

++The APR of the loan is calculated based on the guidelines as set out in the Code of Banking Practice. The annualised percentage rate is a reference rate which includes the basic interest rate and other fees and charges of a product expressed as an annualised rate.

以上例子只供參考。例子所示之每月還款額是以HK\$10,000貸款額及12個月、24個月、36個月、48個月、60個月及72個月還款期計算。

The above example is for reference only. The monthly repayment amount of the example is calculated based on loan amount HK\$10,000 and 12-month, 24-month, 36-month, 48-month, 60-month and 72-month repayment tenor.

發放/還款戶口資料 LOAN DISBURSEMENT/REPAYMENT ACCOUNT DETAILS

借款人授權工銀亞洲將批核之貸款金額存入下列借款人於工銀亞洲開立的銀行賬戶及從該賬戶內直接轉賬扣除百分百擔保個人特惠貸款計劃每月應付之還款額：
The Borrower hereby authorize ICBC (Asia) to credit the approved loan amount to my below ICBC (Asia) personal bank account and to direct debit the 100% PERSONAL LOAN GUARANTEE SCHEME monthly repayments from this bank account:

銀行名稱 工銀亞洲
Bank Name ICBC (Asia)

賬戶名稱 Account Name _____

銀行代號 Bank Code 賬戶號碼 Account No.

不適用於聯名賬戶：
Not applicable to joint-named account:

X

賬戶持有人簽署 Signature of Account Holder(s)

(S.V.)

* 必填項目 Compulsory fill in item

個人資料 PERSONAL INFORMATION (借款人資料 Information of the Borrower)	
稱謂 Title*	<input type="checkbox"/> 先生 Mr. <input type="checkbox"/> 女士 Ms.
英文姓名 English Name*	(於香港身份證上之姓名 Name as appeared on your HKID Card)
中文姓名 Chinese Name	
是否曾經改名	<input type="checkbox"/> 是 Yes (請填寫其資料 Please state the details) <input type="checkbox"/> 否 No
改名次數 _____ 曾用姓名 Used Name: _____	Number of Name Changes: (請提供改名契或其他有效文件 Please enclose the copy of the Deed Poll or other valid documents)
香港身份證號碼 HKID Card No.*	(請附上香港身份證副本 Please enclose copy of HKID Card)
出生日期及地點 Date and Place of Birth*	日DD / 月MM / 年YY / 地點 Place
國籍 Nationality*	是否擁有其他國籍 Do you hold other Nationality* <input type="checkbox"/> 是 Yes (請填寫其資料 Please state the details) <input type="checkbox"/> 否 No 其他國籍 Other Nationality: _____ (請提供相關證件 Please enclose relevant documents)
是否需向中國香港申報稅項 Any Jurisdiction of Tax Residence in China Hong Kong*	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No
是否需向其他稅務國家(非中國香港)申報稅務 Other country of tax income declaration (Exclude China Hong Kong)*	<input type="checkbox"/> 是 Yes (請填寫其資料 Please state the details) <input type="checkbox"/> 否 No
其他需申報稅務國家 Other country of tax income declaration:	_____
是否於現在拖欠任何稅務款項 Any currently delinquent of tax payment*	<input type="checkbox"/> 是 Yes (請填寫其資料 Please state the details) <input type="checkbox"/> 否 No
拖欠原因 Reason of delinquent:	_____
閣下是否正在/打算參與自願繳稅遵從計劃, 請註明有關國家/地區 If you currently or intend to participate in the Voluntary Tax Compliance ("VTC") Programme*	<input type="checkbox"/> 是 Yes (請填寫其資料 Please advise the country/territory involved) _____ <input type="checkbox"/> 否 No
註 Remark: 自願繳稅遵從計劃是促使納稅人就其未申報或錯誤申報的資金或其他資產作出合法申報。 Voluntary Tax Compliance Program is designed to facilitate legalisation of the taxpayer's situation in relation to funds or other assets that were previously unreported or incorrectly reported.	
電郵地址 E-mail Address (如適用 if applicable)	_____
若訊息與本行紀錄不符, 本行將自動為您更新 (如適用)。 If the information is different from our record, we will automatically update accordingly (If applicable).	
住宅地址 Full Residential Address* (請以英文正楷填寫, 海外地址及郵政信箱恕不接受 Please complete in English BLOCK letters. Overseas address and P.O. Box are not accepted)	
單位 Unit / 室 Flat / 室 Room	樓 Floor
座 Block	
大廈 / 屋邨名稱 Name of Building / Estate	
街道名稱及號數 No. and Name of Street	
地區 District	
(請提供其最新的住址證明 (自申請之日起3個月內), 如水電費帳單、政府徵收差餉或地租通知書、租賃協議或租金收據、任何政府部門或公共機構發給借款人的任何通信函件 (例如, 稅務局發出的稅單。 Please provide proof of the latest residential address (valid within 3 months from the application) in the Borrower's name, e.g. utility bills, Government rent or rates demand note, tenancy agreement or rental receipt, any correspondence issued by any Government department (e.g. a tax demand note issued by the Inland Revenue Department) or any public bodies to the Borrower.)	
<input type="checkbox"/> 香港 Hong Kong (001) <input type="checkbox"/> 九龍 Kowloon (002) <input type="checkbox"/> 新界 New Territories (003)	
現址居住年數 Years of Residence	住宅電話號碼 Residential Telephone No.
	手提電話號碼 Mobile No.*
	*必須提供最少一個聯絡電話號碼。若訊息與本行紀錄不符, 本行將自動為您更新 (如適用)。 *Must provide at least one contact number if the information is different from our record, we will automatically update accordingly (If applicable).
如永久地址與上述住宅地址有所不同, 請在下列填寫 Please state your permanent address below if it is different from the above Residential Address	
住宅類別 Residential Type	
<input type="checkbox"/> 與家人同住 Living with Family Members (0)	
<input type="checkbox"/> 自置 Self-owned (1) <input type="checkbox"/> 按揭物業 Mortgaged (2)	
<input type="checkbox"/> 宿舍 Quarters (3) <input type="checkbox"/> 租住 Rented (4)	
<input type="checkbox"/> 其他 Others (5) (請註明 please specify): _____	
每月按揭供款 / 租金 Mortgage Instalment / Rent per Month	
HK\$ _____	
學歷 Education	
<input type="checkbox"/> 大學或以上 University or above (0) <input type="checkbox"/> 大專 Post Secondary (1)	
<input type="checkbox"/> 中學 Secondary (2) <input type="checkbox"/> 小學 Primary (3)	
<input type="checkbox"/> 其他 Others (4) (請註明 please specify): _____	
(可選填。供統計之用。)(Optional field for statistical purpose.)	

選擇在直接促銷中使用個人資料 FROM USE OF PERSONAL DATA IN DIRECT MARKETING

如閣下同意貸款人在直接促銷中使用閣下的個人資料及/或將閣下的個人資料提供予其他人士, 以供該等人士在直接促銷中使用, 請在下列方格內口加上剔號 ("✓")。 You should check ("✓") the following box(es) if you do wish the Lender to use your personal data in direct marketing and/or to provide your personal data to other persons for their use in direct marketing.

本人同意貸款人在經以下渠道*作直接促銷中使用本人的個人資料, 或將本人的個人資料提供予任何其他人士, 以供該等人士在直接促銷中使用, 不論該等人士是否貸款人集團成員, 及不論貴貸款人是否獲得金錢或其他財產的回報: I do wish the Lender to use my personal data in direct marketing via the following channel(s)* or to provide my personal data to any other persons for their use in direct marketing, whether or not such persons are members of the Lender's group and whether or not in return for money or other property:

- 直銷郵件 Direct Mail 電話短訊 SMS
 電子推廣郵件 Email 電話 Telephone
 傳真 Fax 以上所有渠道 All of the above channels

以上代表閣下目前是否希望收到直接促銷聯繫或資訊的選擇, 並取代閣下於本申請前向貸款人傳達的任何選擇。The above represents your present choice whether or not to receive direct marketing contact or information. This replaces any choice communicated by you to the Lender prior to this application.

請注意閣下以上的選擇適用於就本表格隨附之貸款人「關於個人資料(私隱)條例的客戶及其他個別人士通知」所列出的產品、服務及/或標的類別的直接促銷。閣下亦可參閱該通知以得知在直接促銷中可使用的個人資料的種類, 以及閣下的個人資料可提供予什麼類別的人士以供該等人士在直接促銷中使用。Please note that your above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Lender's "Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance" (provided together with this form). Please also refer to the Circular on the kinds of personal data which may be used in direct marketing and the classes of persons to which your personal data may be provided for them to use in direct marketing.

X

(S. V.)

借款人簽署 Signature of the Borrower

日期 Date

(簽署必須與放款/還款戶口之簽名式樣相同。請於申請表上任何修改處加上同樣之簽署。 Signature must be the same as the specimen signature of your loan disbursement repayment account. Please sign with the same signature wherever amendment is made on this application form.)

借款人關於其申請資格的聲明 Declaration by the Borrower on his / her Eligibility

如果借款人在以下第1至5項中均選擇「同意」, 則符合計劃的申請資格。如果在以下任何一項中選擇了「不同意」, 借款人則不符合資格。
The Borrower is eligible under the Scheme if "Agree" are selected in all of the following items 1 to 5. If "Disagree" is selected in any items below, you are not eligible.

- | | |
|---|--|
| 1. 我曾於2020年1月至2021年2月期間至少有3個月在香港受僱並獲得主要經常性收入, 或, 如我於2020年第一季度失業, 於失業前的3個月內在香港受僱並獲得主要經常性收入。 I was previously employed and had main recurrent incomes from employment in Hong Kong for at least 3 months during the period from January 2020 to February 2021 or, if I became unemployed in the first quarter of 2020, I had main recurrent incomes from employment in Hong Kong during the 3 months prior to unemployment. | <input type="checkbox"/> 同意 Agree
<input type="checkbox"/> 不同意 Disagree |
| 2. 我於申請貸款時已經失業至少兩個月。 I have been unemployed for at least 2 month at the time of application of the Loan. | <input type="checkbox"/> 同意 Agree
<input type="checkbox"/> 不同意 Disagree |
| 3. 我目前失業。 I am currently unemployed. | <input type="checkbox"/> 同意 Agree
<input type="checkbox"/> 不同意 Disagree |
| 4. 我於申請貸款時, 已經失去在香港工作而獲得的主要經常性收入至少兩個月。 I have lost my main recurrent incomes from employment in Hong Kong for at least 2 months at the time of the application of the Loan. | <input type="checkbox"/> 同意 Agree
<input type="checkbox"/> 不同意 Disagree |
| 5. 我不是香港按揭證券有限公司「按揭保險公司」中小企融資擔保計劃下的任何現有貸款或信貸作為擔保人的獨立經營者、合夥人或股東。 I am not a sole proprietor, partner or a shareholder who is also a personal guarantor of any existing loan or credit facility under the HKMC Insurance Limited (HKMCI)'s SME Financing Guarantee Scheme.
註: 中小企融資擔保計劃下的現有貸款或信貸作為擔保人的獨立經營者、合夥人或股東不具申請計劃下貸款的資格。 Remark: Sole proprietor or shareholder who also acts as personal guarantor of an existing loan or credit facility under the SFGS is not eligible to apply for Loan under the Scheme. | <input type="checkbox"/> 同意 Agree
<input type="checkbox"/> 不同意 Disagree |
| 6. 我已通過其他銀行申請了計劃下的貸款, 並通過貸款人授權香港按揭證券有限公司「按揭證券公司」或按揭保險公司, 以終止處理與我之於計劃下提交的所有貸款申請的相關事宜。 I have applied for a Loan under the Scheme through another bank and hereby authorize the Lender to pass on my authorization to The Hong Kong Mortgage Corporation Limited (HKMC) or HKMCI to suspend processing matters in relation to all my previous loan application(s) submitted under the Scheme. | <input type="checkbox"/> 同意 Agree
<input type="checkbox"/> 不適用 Not Applicable |

7. 借款人前任職業/工作 Last employment / occupation of the Borrower		
固定受薪職業： Regular-salaried employment:	<input type="checkbox"/> 固定受薪 (全職) Regular-salaried (full-time)	<input type="checkbox"/> 固定受薪 (兼職) Regular-salaried (part-time)
非固定職業： Non-regular employment:	<input type="checkbox"/> 自僱人士 +++ Self-employed+++	<input type="checkbox"/> 兼職 Part-time
	<input type="checkbox"/> 自由職業者 Free-lancer	<input type="checkbox"/> 臨時工或散工 Gig or casual worker
	<input type="checkbox"/> 以上都不適用 None of the above	
+++ 如果借款人是自僱人士，借款人應提供商業登記證及/或任何證明借款人自僱的證明文件。 +++ If the Borrower is self-employed, the Borrower shall provide a business registration certificate and/or any supporting document showing the Borrower's self-employed business.		
前任職業/工作的業務性質 (請僅選擇以下一項)： Business nature of the last employment / occupation (choosing ONE of the following items only):		
製造業 Manufacturing		
<input type="checkbox"/> 服飾及配件 Garment and accessories	<input type="checkbox"/> 化學和生物技術 Chemical and biotechnology	<input type="checkbox"/> 電子 Electronics
<input type="checkbox"/> 食品和飲料 Food and beverage	<input type="checkbox"/> 鞋類 Footwear	<input type="checkbox"/> 家具 Furniture
<input type="checkbox"/> 工業機械 Industrial machinery	<input type="checkbox"/> 珠寶 Jewellery	<input type="checkbox"/> 醫療和光學設備 Medical and optical devices
<input type="checkbox"/> 金屬製品 Metal products	<input type="checkbox"/> 塑料 Plastics	<input type="checkbox"/> 印刷出版 Printing and publishing
<input type="checkbox"/> 文具和紙製品 Stationery and paper products	<input type="checkbox"/> 紡織和服裝 Textiles and clothing	<input type="checkbox"/> 玩具 Toy
<input type="checkbox"/> 鐘錶 Watches and clocks	<input type="checkbox"/> 以上都不適用 None of the above	
非製造業 Non-manufacturing		
<input type="checkbox"/> 銀行，保險和其他金融服務 Banking, insurance and other financial services		<input type="checkbox"/> 汽車貿易 Car trading
<input type="checkbox"/> 餐飲服務 Catering services	<input type="checkbox"/> 影院 Cinema	<input type="checkbox"/> 建造 Construction
<input type="checkbox"/> 工程 Engineering	<input type="checkbox"/> 影音娛樂 Film entertainment	<input type="checkbox"/> 酒店 / 接待服務 Hotel / hospitality services
<input type="checkbox"/> 資訊科技 Information technology	<input type="checkbox"/> 室內設計 / 裝修 Interior design / decoration	<input type="checkbox"/> 卡拉OK場所 Karaoke establishment
<input type="checkbox"/> 個人護理服務 Personal care services	<input type="checkbox"/> 專業服務 Professional service	<input type="checkbox"/> 房地產 Real estate
<input type="checkbox"/> 餐廳 Restaurant	<input type="checkbox"/> 電信 Telecommunication	<input type="checkbox"/> 旅遊 / 旅行社 Tourism / Travel agent
<input type="checkbox"/> 運輸與物流 Transportation and logistics		
<input type="checkbox"/> 貿易 (包括進出口貿易)，請註明產品類型： Trading (including import and export trade), please specify product type(s) :		
<input type="checkbox"/> 批發，請註明產品類型： Wholesale, please specify product type(s):		
<input type="checkbox"/> 零售，請註明產品或服務的類型： Retail, please specify type(s) of products or services:		
<input type="checkbox"/> 以上都不適用 None of the above		
失業自 (月/年)*： Unemployed since (mm/yyyy)*:		
8. 失業狀況證明：請填入提交的證明文件的編號，編號如下方列表。 Proofs of unemployment status: Please input the number(s) of supporting document(s) that are submitted from the list below. 備註：請填入證明文件編號 (例如 1、4、5、7)： Remark: Please input the number(s) (e.g. 1, 4, 5, 7):		

證明文件編號 Number of the supporting documents:	
<p>(1) 申請貸款前三個月內連續兩個月發出的銀行帳戶月結單或存摺，顯示已失去在香港就業所得的每月主要經常性收入，並提交以下其中一種已失業兩個月的證明： 請注意：除非有其他證據證明，所用銀行帳戶應與以下第 11 項中用來顯示三個月的收入證明的帳戶相同。 Bank statements or passbook for 2 consecutive months issued within 3 months prior to loan application showing cessation of monthly main recurrent income from employment in Hong Kong, and submit one of the following proof of unemployment for 2 months: Please note: Unless justified otherwise with proofs, the bank account shall be the same as that used to show the 3 months' income proof mentioned in item 11 below.</p> <p>(2) 前僱主發出的遣散信。 Severance letter issued by the former employer.</p> <p>(3) 前僱主發出的終止僱傭函。 Letter of termination of employment issued by the former employer.; or 根據《僱傭條例》收到遣散費或長期服務金的證明。 Proof of receipt of severance payment or long service payment pursuant to the Employment Ordinance.</p> <p>(4) 收到破產欠薪保障基金發放的特惠款項或申請該特惠款項的證明。 Proof of receipt of an application for, or receipt of, ex-gratia payment from the Protection of Wages on Insolvency Fund.</p> <p>(5) 顯示前僱主結業以及與前僱主僱傭關係的證明文件 (例如僱傭合同，工資收據)。 Proof showing former employer's business close down together with proof showing employment relationship with the former employer (e.g. employment contract, wage receipt).</p> <p>(6) 由強積金或職業退休計劃服務提供者發出的賬單顯示已停止強積金或職業退休計劃供款或終止僱傭關係。 Statements issued by an MPF or ORSO scheme service provider showing cessation of contribution entries or termination of employment.</p> <p>(8) 已提交商業登記署的通知結束業務表格。 Notice of Cessation of Business filed to the Business Registration Office.</p>	
9. 失去主要經常性收入自 (月/年)*： Cessation of main recurrent income since (mm/yyyy)*	
10. 失業前的主要經常收入 - 從2020年1月到2021年2月期間的任何3個月*： Main recurrent income before unemployment – any 3 months from January 2020 to February 2021*:	
收入月 (月/年) Income Months (mm/yyyy)	
收入 (港元) Income (HK\$)	
11. 先前職業/工作及主要經常性收入證明：請填入提交的證明文件的編號，編號如下方列表。 Proofs of previous employment/occupation and main recurrent income: Please input the number(s) of supporting document(s) that are submitted from the list below. 備註：請輸入證明文件編號數字 (例如 2、3、4、7)： Remark: Please input the number(s) (e.g. 2, 3, 4, 7):	
證明文件編號*：Number of the supporting documents*:	
以下證明文件中，由2020年1月至2021年2月的三個月 (上述第10項已提及) 的相關收入必須於第一個失業月前獲得： For any one of the following supporting documents, any 3 months (mentioned in item 10 above) during the period between January 2020 and February 2021 in which the relevant incomes must be earned before the first unemployment month:	
<p>(1) 銀行月結單或存摺顯示至少3個月 (見上述第10項) 相關的薪金或工資收據條目，並附上相關糧單或收據； Bank statements or passbook showing the salary record of the relevant months (e.g. credit transaction with description of "salary", "payroll", etc.) at least 3 months' wage receipt entries of the relevant 3 months (see item 10 above) supported by wage slips or receipts;</p> <p>(2) 前僱主發出的糧單或收據並附上顯示相關收入由支票或現金存入的銀行月結單或存摺。如收入由支票支付而相關糧單或收據未能提供，請提供已處理支票的副本以證明與付款方的僱傭關係； Wage slips or receipts issued by the former employer and supported by bank statement or passbook showing cheque or cash deposit. For wage paid by cheque and the relevant wage slips or receipts are not available, a copy of the cleared cheques if there are means to prove the employment relationship with cheque issuer(s);</p> <p>(3) 銀行月結單或存摺顯示相關收入由支票或現金存入，並附上證明相關工作或項目的買賣或服務合同或收據或通信往來； Bank statements or passbook showing cheque or cash deposits and supported by sales or service contract(s) or invoice(s) or correspondence(s) confirming the relevant job or project;</p> <p>(4) 強積金或職業退休計劃的2020年度周年報表或月供款記錄； Annual statement issued by an MPF or ORSO scheme service provider showing past MPF contributions by the employer or the Borrower of the relevant 3 months</p> <p>(5) 2019/2020 財政年度的稅單以及評估詳情； Tax demand note for financial year 2019/2020 with assessment details;</p> <p>(6) 前僱主發出的有公司抬頭或公司印鑒的報稅或任何官方文件 (如顯示最近薪金及在職期間的終止合約信函)。 Tax return or any official documents (e.g. termination letter showing last salary and period of employment) issued by the former employer in the company's letterhead or with the company chop.</p>	

+借款人應提供以下證明文件：

+The Borrower shall provide documentary proofs of:

- A. 在申請貸款時失業至少兩個月，並且可以證明其已失去在香港就業所得的主要經常性收入。
unemployed for at least two months at the time of loan application and can produce proof of cessation of their main recurrent incomes from employment in Hong Kong.
- B. 從2020年1月至該計劃推出期2021年2月之間至少3個月的工作和主要經常性收入證明；及鑑於在2020年第一季度失業的借款人或未能提供指定期間至少3個月的就業和主要經常性收入證明，參與計劃的貸款人會將酌情處理有關個案，或考慮借款人失業前的3個月的工作和主要經常性收入證明作為依據。
Proof of their previous employment and main recurrent incomes for at least three months during the period from January 2020 to the scheme's announcement in February 2021; and in view of the fact that Borrower who became unemployed in the first quarter of 2020 may not be able to provide proof of employment and main current income for at least three months during the specified period, the participating lending institutions may exercise discretion in dealing with such cases by considering the Borrower's proof of employment and main current income in the three months prior to unemployment.

借款人提供的補充資料及/或聲明

Supplemental Information and/or Declaration provided by the Borrower

借款人在此提供以下補充資料和聲明，以便申請貸款人向借款人提供的合資格貸款，以及貸款人將合資格貸款於計劃下出售予按揭證券公司。

The Borrower hereby provides the following additional information and declaration in support and for the purpose of applying for an eligible Loan proposed to be granted by the Lender to the Borrower and for the Lender's sale of such eligible Loan to the HKMC under the Scheme.

(如有必要，請另加附頁填寫。)

(Please attach supplementary sheet(s) if necessary.)

借款人聲明 DECLARATION OF THE BORROWER

除另有說明，本聲明內所有對任何文件的提述包括其後對該文件作出的修訂或補充。

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

就按揭證券公司和按揭保險公司同意考慮貸款人在計劃下(與該貸款有關)的提議，現借款人向按揭證券公司、按揭保險公司、貸款人、環聯資訊有限公司和/或任何其他信貸資料機構(每個分別為「信貸資料機構」)(如適用)確認並承擔：

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. 借款人任何時候就此申請提供的資料，就其所知及相信，均屬真實、正確、最新和完整的。借款人謹此授權貸款人、按揭證券公司、按揭保險公司直接或間接或透過環聯資訊有限公司及/或任何其他信貸資料機構，或其選擇及認為適當的任何其他來源或方式核實或確認這些資料，及代表借款人，自借款人簽署本表格90天內，為貸款或其他相關目的或任何其他有關按揭證券公司或按揭保險公司或其相關機構業務的目的，從信貸資料機構獲取借款人信用報告的副本；因此，借款人同意並授權任何信貸資料機構，無需首先將借款人的信用報告副本發送給借款人審閱而直接提交給按揭證券公司或按揭保險公司；

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. 借款人謹此同意並向所有信貸資料機構確認，任何信貸資料機構向貸款人、按揭證券公司或按揭保險公司提供的任何信用報告，或由貸款人、按揭證券公司或按揭保險公司使用任何此類信貸報告，均不構成借款人或任何第三方對信貸資料機構、按揭證券公司、按揭保險公司或貸款人提出任何投訴、索賠、訴訟、要求、訴訟理由或其他法律程序的依據；

the Borrower hereby agrees and acknowledges to all CRAs that the provision of any credit report by any CRA to the Lender, the HKMC or the HKMCI or the use of any such credit report by the Lender, 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. 借款人謹此同意本表格的副本或者電子記錄，並附有其簽名(包括電子簽名)的，應作本申請(包括本聲明)之用，其效力與原件相同；

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. 借款人謹此授權(a)貸款人、按揭證券公司、按揭保險公司及其相關機構查閱、檢查和複製與借款人或借款人業務(對於自僱或自由職業者的借款人)有關的所有簿冊、記錄、帳目和其他資料，無論是書面、電子或任何其他形式或媒介的亦無論是由貸款人、借款人或其他人士管有、看管或控制的及(b)按揭證券公司或按揭保險公司向貸款人披露與借款人有關的在計劃及/或中小企融資擔保計劃項下的任何資料，目的是為了本申請、跟蹤貸款表現、品質保證抽樣檢閱、盡職調查、處理計劃下的款項支付及其他相關事宜；

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. 貸款人乃計劃下的唯一及獨有受益人，借款人不應被視為計劃下的合約一方或受益人，而根據計劃向貸款人支付的任何款項將不會影響或減少貸款人因借款人違約而擁有之索償權；

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. 借款人為18歲或以上香港永久性居民；

the Borrower is a Hong Kong permanent resident aged 18 years old or above;

7. 自申請之日起，借款人不屬於未獲解除破產人士及未有針對其的破產呈請或法律程序；

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. 借款人謹此承諾如借款人就此申請提供的任何資料不再有效、完整或準確，會儘快在可行的情況下通知按揭證券公司、按揭保險公司及貸款人。借款人承諾，如果借款人就此申請提供的任何資料是虛假、不準確或不再有效的，在按揭證券公司、按揭保險公司或貸款人通知的規定的時間內，全額償還貸款的所有未償款項及利息。借款人確認，如借款人提供虛假資料，按揭證券公司、按揭保險公司及貸款人保留採取其認為適當的任何行動，包括法律行動，的權利；

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;

1. 在不影響貸款人、按揭證券公司或按揭保險公司擁有的任何權利和補救措施的情況下，借款人確認，如果按揭證券公司或按揭保險公司認為借款人有以下情形，按揭證券公司或按揭保險公司可以要求貸款人、而貸款人因此暫停貸款：

(a) 違反本申請中作出的任何承諾；或

(b) 不再遵守或未遵守本申請中的任何聲明；

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:

(a) in breach of any of the undertakings given in this application; or

(b) no longer in compliance with, or has not complied with any declaration in this application;

10. 借款人謹此聲明、確認和同意，借款人就本申請在本表格中及受按揭證券公司或按揭保險公司要求及/或處理按揭證券公司或按揭保險公司相關事宜過程中而提供的個人資料如有不實，或借款人違反本申請的任何條款，借款人將彌償並使貸款人、按揭證券公司及按揭保險公司免除因此而招受及/或產生的一切損失、費用、罰款、損害及任何開支；

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. 借款人謹此確認收到並已閱讀、理解及同意《按揭證券公司集團收集個人資料聲明》(附在本表格後或由貸款人向借款人提供)。借款人同意貸款人有權隨時要求借款人呈交其他資料/文件。借款人明白借款人可隨時與貸款人資料保護主任聯絡，索取及要求更改就此申請而提供之資料。借款人同意貸款人可將有關借款人之一切個人資料根據貸款人不時提供予其客戶之聲明、通函、通告或條款及細則所載有關貸款人使用及披露個人資料政策內之用途及人士(不論在香港境內或境外)而予以使用及披露，而該等資料可就核對程序(定義見《個人資料(私隱)條例》(香港法例第486章))而予以使用。借款人確認已收訖及閱讀有關個人資料(私隱)條例致客戶及其他個別人士之通函，並同意其內容，當中載有借款人提供、向貸款人收集及/或有關借款人之個人資料可供貸款人使用之用途，可向當中所載第三方披露有關個人資料之情況及借款人有關該等資料之權利。借款人明白借款人可隨時向貸款人額外索取該通函之副本。在同意披露借款人上述提供的資料之上，借款人茲確認及同意貸款人應貸款人要求所提供或在借款人与貸款人進行交易過程中所收集之任何資料可向任何其他授權機構或任何收數公司、信貸資料調查機構或類似服務提供者予以披露、或提供該等機構使用及保留，以(a)核對該等資料及(b)令該等機構向其他人士提供該等資料以進行信用及其他狀況調查及/或協助該等人士收回債項；

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). The Borrower agrees that the Lender has the right to request for other information/document at any time. The Borrower understands that the Borrower may always contact the Lender's Data Protection Officer to gain access to and requests correction to the information provided in respect of this application. The Borrower also agrees that all personal data relating to the Borrower may be used and disclosed for such purposes and to such person (whether in or outside Hong Kong) as may be in accordance with the Lender's policies on use and disclosure of personal data set out in statements, circulars, notices or terms and conditions made available by the Lender to its customers from time to time and such data may be used in connection with matching procedures (as defined in the "Personal Data (Privacy) Ordinance (Cap 486 Laws of Hong Kong)". The Borrower acknowledges, reads and agrees to the contents of the Circular of Customers

and Other Individuals relating to the Personal Data (Privacy) Ordinance which sets out the purposes for which personal data supplied by, collected from and/or relating to the borrow may be used by the Lender, the circumstances in which such data may be disclosed to the third parties stated therein and the Borrower's right in respect of such data. The Borrower understands that the Borrower can obtain extra copies of the Circular from time to time. In addition to the consent for disclosure of the borrower's data given above, the borrower hereby acknowledges and agrees that any information which has been provided by the Borrower at the request of the Lender or collected in the course of dealings between the Borrower and the Lender may be disclosed to, or used and retained by, any other authorized institution or any financial institution or any debt collection agency, credit reference agency or similar service provider for the purposes of (a) verifying such information, and (b) enabling them to provide such information to other parties for the purposes of carrying out credit and other status checks and/or assisting them to collect debts.

12. 借款人謹此同意並確認，(a) 如本申請獲批，貸款人會在貸款提取後，立即出售、轉移及轉讓貸款予按揭證券公司；及 (b) 轉讓後按揭證券公司將負責根據貸款文件退還利息；及

the Borrower hereby agrees and acknowledges that (a) 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. 如借款人就本申請作出任何故意或疏忽的失實陳述或虛假聲明及/或提供虛假資料或漏報相關資料，借款人可能會招致民事及/或刑事法律責任。此外，本貸款申請可能被拒絕或如申請已獲批出，貸款人保留暫停就貸款向借款人支付任何及全部款項的權利。

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.

14. 借款人明白，貸款人可不時被要求提供有關借款人信貸可信程度之意見或資料，除非借款人已給予貸款人相反之指示，貸款人將會遵從該等要求。

the Borrower acknowledges that the Lender may from time to time be requested to give opinions or information concerning my creditworthiness. Such requests received by the Lender will be complied with unless the Borrower has instructed the Lender in advance to the contrary.

15. 借款人明白貸款人可全權決定是否接納此項申請，以及有關此申請之一切事宜，包括將批予之貸款額及還款期，而毋須就此決定提出任何理由。

the Borrower understands that the Lender has the sole and absolute discretion to decide whether to accept this application and all matters relating to the application including the loan amount to be granted and the repayment period without the need to assign any reason for its decision(s).

16. 借款人同意按貸款人所訂之方式每月償還所需之款項及利息，並確認借款人授權及同意貸款人從借款人上述指定之戶口扣除每月還款。借款人同意遵守此申請表內所列之條款及細則並同意受其約束。

the Borrower agrees to repay the loan and interest thereon by way of monthly repayments in the number and amount and on the repayment dates, in each case as specified by the Lender, and confirms the Borrower's authorization and agreement to the Lender, debiting the Borrower's account as specified above with the monthly repayments. The Borrower further agrees to comply with and be bound by the **Terms and Conditions** stated in this application form.

17. 借款人同意若在貸款期間時遇上還款困難，得儘早通知貸款人。

the Borrower agrees to inform the Lender as soon as possible of any difficulty in repaying or servicing the loan over the credit period.

借款人確認的誠實條款

Probity Clause for acknowledgement by the Borrower

任何企圖向貸款人的職員提供好處(定義見《防止賄賂條例》(防賄條例)(香港法律第201章))，以影響本貸款申請的結果或與該計劃下的貸款有關的任何事宜(或在本貸款申請過程中向按揭保險公司或按揭證券公司的任何成員或僱員提供好處)，即構成防賄條例下的罪行，並使該申請無效。該案將會向廉政公署舉報。任何獲批准的貸款將被取消，而借款人將承擔由貸款人，按揭保險公司和按揭證券公司因違法行為而蒙受的所有損失和費用。如果有人向閣下索取與本貸款申請有關的利益，閣下應向廉政公署舉報(電話：2526 6366)。

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.

聲明及簽署 DECLARATION AND SIGNATURE*

本人確認已詳閱、明白及同意申請表所列之**借款人聲明、借款人確認的誠實條款及百分百擔保個人特惠貸款條款及細則**，並同意受其約束。I confirm that I have read, understood and agreed to be bound by the **Declaration of the Borrower, Probity Clause for acknowledgement by the Borrower and Terms and Conditions for 100% Personal Loan Guarantee Scheme** on this application form.

是 Yes 否 No

本人**並非**透過/透過[^]第三方推薦申請本貸款。

I confirm this Loan application is not / is[^] referred by third party.

[^]請填寫以下資料 Please fill in the information below

第三方名稱

Name of the third party _____

電話號碼

Telephone number _____

推薦費

Referral fee _____

X

(S. V.)

借款人簽署 Signature of the Borrower _____

日期 Date _____

(簽署必須與放款/還款戶口之簽名式樣相同。請於申請表上任何修改處加上同樣之簽署。 Signature must be the same as the specimen signature of your loan disbursement repayment account. Please sign with the same signature wherever amendment is made on this application form.)

銀行專用 FOR BANK USE ONLY

Branch stamp	Date	CIF no.
Branch code	AIP replied	Int. rate
Staff Code	OIC Name	

Source Code:

分期貸款產品資料概要
中國工商銀行(亞洲)有限公司

百分百擔保個人特惠貸款計劃
 2021年4月

此乃分期貸款產品。
 本概要所提供的利息、費用及收費等資料僅供參考，分期貸款的最終條款以貸款確認書為準。

利率及利息支出

實際年利率	不適用 (請參閱其他資料)
逾期還款年化利率/ 就違約貸款收取的年化利率	36% 當客戶未能於還款日清還已到期的還款額時，將收取逾期利息。該逾期利息以單利率計算：每期遲交款項之3%，按月計算。不設最低逾期還款利息。

費用及收費

手續費	豁免
逾期還款費用 及收費	不適用
提前還款/ 提前清償/ 贖回的收費	豁免
退票/退回自動轉 賬授權指示的收費	每項港幣150

其他資料

- 貸款類型：定期貸款
- 利息回贈：借款人在還款期結束後全額償還貸款和利息後及沒有任何拖欠，將可獲得全額利息回贈
- 最低貸款額為港幣5,000元，最高貸款額為港幣80,000元，並須按計算的金額調低至最接近的百位數。
- 實際年利率：實際年利率1%的年化利率
- 借款人對貸款的使用目的：不限制
- 還款期最長還款期為六年。借款人可申請在獲提取貸款日起的12個月內安排延遲償還本金。
- 如借款人不履行還款義務，則可能對借款人在信貸資料機構的信貸記錄產生影響。貸款銀行也將按其程序進行跟進處理。
- 實際年利率是一個參考利率，乃根據銀行營運守則所設定之方法計算，以年化利率展示出包括銀行產品的基本利率及其他費用與收費。

Key Facts Statement (KFS) for Instalment Loan
Industrial and Commercial Bank of China (Asia) Limited
100% PERSONAL LOAN GUARANTEE SCHEME
April 2021

<p>This product is an instalment loan.</p> <p>This KFS provides you with indicative information about interest, fees and charges of this product but please refer to our offer letter for the final terms of your instalment loan.</p>	
Interest Rates and Interest Charges	
Annualised Percentage Rate (APR)	Not applicable (Please refer to Additional Information)
Annualised Overdue / Default Interest Rate	36% If customer fails to settle the instalment amount on due date, default interest will be charged. A formula of simple default interest rate: 3% flat on past due instalment amount monthly. No minimum amount of default interest will be applied.
Fees and Charges	
Handling Fee	Waive
Late Payment Fee and Charge	Not Applicable
Prepayment / Early Settlement / Redemption Fee	Waive
Returned Cheque / Rejected Autopay Charge	HK\$150 per transaction
Additional Information	
<ul style="list-style-type: none"> • Loan Type: Term loans only • Interest Rebate: A borrower will receive a full rebate of the interest payments made after the loan and interest are fully repaid by the end of the scheduled repayment period despite any interim delinquencies. • Minimum loan amount of HK\$5,000 and maximum loan amount of HK\$80,000, and it shall be rounded down to the nearest hundreds based on the amount calculated. • Annualised Percentage Rate (APR): Annualised percentage rate (APR) of 1% per annum • Use of Loan Proceeds by Borrowers: No restriction • Repayment: Maximum repayment period is six years. Borrowers may apply for a principal moratorium of 12 months from the drawdown of the loans. • If a borrower does not fulfil the repayment obligations, it may adversely affect the borrower's credit records maintained at the credit reference agencies. The lending bank will also follow up in accordance with its usual processes. • Annualised Percentage Rate (APR) is calculated according to the method set out in the relevant guidelines referred to in the Code of Banking Practice. A reference rate which includes the basic interest rates and other fees and charges of a product expressed as an annualised rate. 	

百分百擔保個人特惠貸款條款及細則 TERMS AND CONDITIONS FOR 100% PERSONAL LOAN GUARANTEE SCHEME

1. 百分百擔保個人特惠貸款(下稱「貸款」)的借款人(下稱「借款人」)的信用紀錄必須符合中國工商銀行(亞洲)有限公司(下稱「貸款人」)對信用的要求,方可獲得批准。貸款人批核之貸款數額可少於借款人申請的貸款數額。貸款人保留拒絕借款人的貸款申請而毋須給予任何理由,亦毋須承擔因此而引起的任何責任。合格的申請人將接獲通知函,確定貸款的條款。申請一經批核,貸款人與借款人將因貸款而產生借貸關係。
2. 本條款及細則所述之「貸款」一詞乃指獲批核之貸款或於任何有關時候尚未償還貸款人借出之本金數額,該數額按每月還款而遞減,或依照本條款及細則所作之貸款而遞增。
3. 利率、實際年利率及一切其他費用可由貸款人全權決定不時變動。貸款人將於有關變動生效前三十日通知借款人,若有關變動並非貸款人可控制,則貸款人會盡量在合理時間內通知借款人。除非有關變動生效前借款人已償清貸款、已累積的利息及其他一切借款人欠貸款人的金錢,否則有關變動將對借款人有約束力。即使本條款及細則另有規定,根據貸款人一貫享有凌駕一切的權利,貸款、已累積的利息及一切有關貸款的其他費用均須按貸款人要求隨時清還。
4. 貸款人獲得不可撤銷授權,在貸款提取後於每月到期日(如償還貸款到期日為星期六或香港公眾假期,其將改為下一個結算日)從借款人在貸款申請表上指定的戶口扣除每月還款款項,並按貸款人意願將有關還款分配為貸款本金還款、利息付款及有關開支及費用。
5. 當貸款人未能於還款日清還已到期的還款額時,將收取逾期年化利率36%。該逾期利息以單利率計算:每期遲交款項之3%,按月計算。不設最低逾期還款利息。
6. 貸款人根據本條款及細則或任何其他有關貸款之事宜而就欠負貸款人之款項發出之單據或通知書(按貸款人認為適用之方式發出),如無任何明顯之錯誤,則屬最終定論,且對借款人員約束力。
7. 如任何還款因存款不足而被退回,貸款人將須收取手續費用。對於清還或繳付貸款或任何欠款如有任何困難,借款人必須立即通知貸款人。
8. 借款人在貸款申請表上填報的資料如有任何改變,借款人須立即以書面通知貸款人。如在貸款日期前發生任何不利變故,或借款人在貸款申請表上向貸款人提供任何不正確資料,貸款人保留撤銷任何已批准貸款及要求立即償還貸款之權利。
9. 貸款人有絕對酌情權認為合適之任何行動來執行本條款及細則,包括但不限於僱用第三方代理人追討借款人欠貸款人之任何數額,而貸款人進行訴訟或以其他方式追討借款人欠貸款人之款項所引致的,或因行使貸款人權利合理引致的一切合理費用及開支,包括合理法律訴訟費用以及上述第三方代理人之合理收費,借款人須應貸款人要求全數賠償予貸款人。
10. 貸款人有權在貸款人認為有需要時公開任何有關借款人及貸款之資料予任何人包括上述第三方代理人,而毋須再通告或徵求借款人之同意。
11. 如貸款人有代借款人持有或控制任何財產,不論該等財產是否屬託管,亦不論是否在一般業務運作下接受借款人託管,貸款人對該等財產均有留置權。同時,貸款人有權出售此等財產並以所得款淨額清還借款人所欠貸款人的任何債務。
12. 貸款人延遲行使其任何權利或貸款人給予借款人任何寬限,並不表示貸款人放棄其他任何權利,也不會損害借款人的任何權利。
13. 貸款人保留隨時補充、刪除及/或修訂本條款及細則任何條款之權利,而貸款人會將有關修改以書面通知借款人不時知會貸款人之地址或以貸款人認為合適之方式通知借款人。若有關之修改會影響費用及收費,以及借款人之責任或義務,則所需之通知期為三十天。
14. 任何向借款人作出通知,繳費通知或其他通訊,須發送往貸款人所知悉的借款人的最後已知地址或其可能已透過書面方式知會貸款人的其他地址,及如(i)親自送遞,將會在有關送遞之時視作為已送出,(ii)透過郵資信件發送,將會在寄發24小時後視作為已送出,及(iii)透過圖文傳真或電子途徑傳送,將會視作為在傳送之時送出。任何與貸款人之通訊函件須以貸款人確認收妥為準。
15. 若本條款及細則的任何條文被法庭裁定為無效、違法或不能執行,該等條文只要在不改變或影響其餘的條文之情況下盡量與其餘的條文分割,而該等條文不會影響其餘的條文之法律力。
16. 並非本條款及細則任何一方的任何人士或實體,將不會擁有於《合約(第三者權利)條例》(香港法例第623章)下強制執行本條款及細則任何部分的權利。
17. 本條款及細則須受香港特別行政區法律管轄。借款人就貸款所發行之條款及細則及其他任何有關文件之中文譯本僅方便參考,在一切情況下均以英文版本為準。

百分百擔保個人特惠貸款條款及細則 TERMS AND CONDITIONS FOR 100% PERSONAL LOAN GUARANTEE SCHEME

1. Approval is contingent upon the credit record of the borrower (the "Borrower") having met the credit requirements of Industrial and Commercial Bank of China (Asia) Limited (the "Lender") for the 100% PERSONAL LOAN GUARANTEE SCHEME ("loan"). The Lender may grant a loan in a sum less than the amount the Borrower applies for and the approval of the loan is subject to the Lender's final decision. The Lender reserves the absolute right in its discretion without any liabilities to or recourse by the Borrower to decline the loan application without disclosing any reason. Successful applicants will be notified by an approval advice confirming the terms of the Loan. Such approval will give rise to a creditor-debtor relationship between the Lender and the Borrower under the Loan.
2. The expression "Loan" when used herein means the principal amount advanced by the Lender or outstanding at any relevant time under the approved Loan, as the same is reduced from time to time by the monthly repayments or increased by any advance made in accordance with these Terms and Conditions.
3. The interest rate, annualized percentage rate and all other fees and charges shall be subject to variation from time to time at the Lender's absolute discretion. The Lender will give the Borrower 30 days' notice before effecting any variation unless such variation is beyond the Lender's control in which case the Lender will give the Borrower such period of notice as is reasonable in the circumstances. Any such variation will be binding on the Borrower unless the Loan, interest accrued thereon and all other money due and owing by the Borrower to the Lender are fully repaid before the effective date of variation. Notwithstanding any other provisions herein to the contrary, the Loan, interest accrued thereon, and all other charges with respect to the Loan shall be subject to the Lender's overriding right of repayment on demand at any time.
4. The Lender is irrevocably authorized to debit the account of the Borrower specified in the Loan Application Form with the amount of each monthly repayment on the due date (if the due date of Loan repayment falling on Saturday or Hong Kong general holiday, it will be changed to the following clearing day) after the Loan has been drawn down and to apportion the monthly repayments between principal, interest and any other fees and expenses as the Lender shall at its absolute discretion determine.
5. If the borrower fails to settle the instalment amount on due date, default interest will be charged with annualised default interest rate 36%. A formula of simple default interest rate: 3% flat on past due instalment amount monthly. No minimum amount of default interest will be applied.
6. A statement or demand (in whatever form as the Lender deems fit) issued by the Lender as to the amount due and owing to the Lender under these Terms and Conditions or any other matter relating to the Loan is, in the absence of manifest error, conclusive and binding on the Borrower.
7. A handling fee(s) will be levied for each repayment returned for insufficient funds. If the Borrower shall experience any difficulty in repaying or servicing the Loan, the Borrower shall inform the Lender as soon as possible.
8. Any change to the information given in the Borrower's Loan Application Form must be immediately notified to the Lender in writing. The Lender reserves the right to rescind any approval of the Loan and demand immediate repayment if any adverse change occurs prior or subsequent to the Loan draw down date or if any information provided to the Lender in the Borrower's Loan Application Form is proved to be inaccurate.
9. The Lender may take such action as it thinks fit to enforce these Terms and Conditions including without limitation employing third party agencies to collect any sums owing to the Lender and the Borrower shall be liable to reimburse on demand and indemnify the Lender in full against all reasonable costs and expenses reasonably incurred by the Lender in suing for or otherwise recovering any sum due to the Lender or otherwise in connection with any such enforcement action, including all reasonable legal charges and expenses and the reasonable charges of any third party agent employed as aforesaid.
10. The Lender shall be entitled to disclose any information in respect of the Borrower and the Loan to any other parties including any third party agent employed as aforesaid as the Lender may deem necessary without further reference to or consent from the Borrower.
11. The Lender is entitled to exercise a lien over all property of the Borrower which is in the possession or control of the Lender, for custody or any other reasons and whether or not in the ordinary course of business, with power of the Lender to sell such property and apply the net proceeds thereof to satisfy such indebtedness owed by the Borrower to the Lender.
12. No delay by the Lender to exercise any of its rights or indulgence granted by the Lender to the Borrower shall operate as a waiver or in any way prejudice any of its rights.
13. The Lender reserves the right to supplement, delete and/or to amend any of these Terms and Conditions from time to time and the Lender will notify the Borrower of any such alteration by means of written notice thereof sent to the Borrower's last address notified to the Lender from time to time, or in such manner as the Lender thinks fit. In case of any such alteration which affects fees and charges and liabilities or obligations of the Borrower, the notice period will be 30 days.
14. Any notice, demand or other communication to the Borrower shall be sent to the Borrower's last known address or such other address as may have been notified in writing by the Borrower to the Lender and, if (i) delivered personally, shall be deemed to have been given at the time of such delivery, (ii) dispatched by letter postage, shall be deemed to have been given twenty-four hours after posting, and (iii) transmitted by facsimile or other electronic means, shall be deemed to have been given at the time of dispatch. Any notice or communication to the Lender shall not be effective until actually received by the Lender.
15. If any provision of these Terms and Conditions is ruled invalid, illegal or unenforceable, the remaining provisions of these Terms and Conditions shall continue in effect as if the invalid portion had been omitted from these Terms and Conditions.
16. Any person or entity that is not a party to these Terms and Condition shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 Laws of Hong Kong) to enforce any part of these Terms and Conditions.
17. These Terms and Conditions shall be governed by the laws of the Hong Kong Special Administrative Region. The Chinese translation of these Terms and Conditions and any other document issued by the Lender in connection with the Loan is provided for convenience only and the English version shall prevail for all purposes.

香港按揭證券有限公司（「按揭證券公司」）和/或按揭保險有限公司（「按揭保險公司」）收集個人資料聲明
PERSONAL INFORMATION COLLECTION STATEMENT OF THE HONG KONG MORTGAGE CORPORATION LIMITED (HKMC) AND/OR
HKMC INSURANCE LIMITED (HKMCI)

1. 本聲明不會限制資料當事人在《個人資料（私隱）條例》下所享有的權利。
2. 除非有關資料收集表格中注明為必要的個人資料，否則提供個人資料屬自願性質。如該注明為必要的個人資料未獲提供，將導致我們無法完成如下所述的目的。

目的

3. 使用資料當事人個人資料的目的將取決於資料收集的情況和背景，但我們認為的目的將包括下列所述：
 - (a) 管理、維持及營運我們與融資、貸款及收購貸款、退休規劃、保險及信貸支援業務相關的產品/服務/活動（「業務」）；
 - (b) 處理及評估任何涉及資料當事人的與我們業務相關的申請、要求、查詢或投訴；
 - (c) 提供涉及資料當事人的與我們業務相關的後續或持續的服務，包括但不限於提供資料、管理已發出的保單或擔保或已提供的貸款或信貸支援；
 - (d) 任何有關我們的業務的索賠或請求的目的，包括相關的核實及調查工作，而無論該索賠或請求由資料當事人提出的、或針對資料當事人的、或涉及資料當事人的；
 - (e) 偵查、調查及防止欺詐、罪行、不當行為或違規情況；
 - (f) 協助按揭證券公司集團的任何成員設計其產品/服務/活動；
 - (g) 為市場推廣、統計、精算、產品研發或其他目的進行調研及維持資料庫；
 - (h) 就本聲明所列任何目的，不時對所持有的與資料當事人有關的個人資料進行核對及核實第三方提供的資料和資訊；
 - (i) 評估任何來自或涉及資料當事人的與我們業務相關的日後的申請；
 - (j) 建立及維持資料當事人檔案及分類及業務營運模式，以及進行風險管理；
 - (k) 登記資料當事人及管理透過電訊或網上平台或流動應用程式而提供的業務；
 - (l) 進行核保、身份及信貸審查及債務追收；
 - (m) 向資料當事人提議、提供及促銷本公司、按揭證券公司集團的其他成員或我們的商業夥伴的業務（詳見以下「直接促銷中個人資料的使用及提供」部分）；
 - (n) 進行與資料當事人的商業合作（包括轉介或其他形式的合作）；
 - (o) 向資料當事人發送關於按揭證券公司集團任何成員的關於教育、消閒或其他活動的通訊及印刷品；
 - (p) 向資料當事人提供優惠以作客戶關係管理用途；
 - (q) 依照任何適用的法律、規則、規例、實務守則或指引的要求進行披露，或以此協助香港或其他地區的警方或其他政府或監管機構執法及調查；
 - (r) 遵守我們預期或一般須遵從的任何適用的司法管轄區的法律、監管要求及任何其他規則、指引或指令；
 - (s) 遵守為符合制裁或防止或偵測清洗黑錢、恐怖分子融資活動或其他非法或禁止的活動或行為而制訂的按揭證券公司集團內共用個人資料和資訊及/或其他個人資料和資訊使用而指定的任何責任、要求、政策、程序、措施或安排；
 - (t) 供我們的實際或潛在承讓人，或就我們對資料當事人享有權利的參

與人或從屬參與人衡量有關轉讓、參與或從屬參與所涉交易；及

- (u) 與上述任何目的直接有關的目的。

資料承轉人

4. 個人資料會予以保密，但取決於所適用的法律，我們可能就以上第3段所列的目的將其提供給以下各方（不論在香港境內或境外）：
 - (a) 按揭證券公司集團的任何成員；
 - (b) 資料當事人在香港或其他地區的任何經紀人、推薦人或介紹人；
 - (c) 任何聯名申請人或聯名借款人，及為資料當事人就我們的業務所承擔的責任擬提供或正在提供財務或信貸支援的人士；
 - (d) 任何參與按揭證券公司集團成員營運的有關我們業務的計劃的商業夥伴；
 - (e) 與任何有關本公司或按揭證券公司集團的任何成員提供的業務的索賠有關的任何人士，不論該索賠是資料當事人提出的、或針對資料當事人的、或涉及資料當事人的；
 - (f) 在香港或其他地區對按揭證券公司集團的任何成員有保密責任，並為其提供行政、審計、資料處理、文件管理、科技、通訊、存儲、支付或其他服務（包括直接促銷服務）的任何代理人、承辦商或第三方；
 - (g) 如適用，與我們的業務相關的任何承保人或再保險人（包括該再保險人的任何再保險人）或就我們的業務提供財務支援的任何實體；
 - (h) 任何由或將由業務獲取的資金來支付的估價方、醫療服務提供方或產品或服務的提供方；
 - (i) 信貸資料服務機構，或在涉及違約時，債務追收代理；
 - (j) 任何代理人、核數師、會計師、稅務顧問、律師、顧問或其他專業顧問；
 - (k) 香港或其他地區的任何法院、裁判院或行政、政府或監管機構，或執法機關（包括本地或外地的稅務機關）；及
 - (l) 任何實際或潛在承讓人、受讓人、我們的權利或業務的參與人或從屬參與人。

直接促銷中個人資料的使用及提供

5. 我們擬：
 - (a) 將我們持有的資料當事人的姓名、聯絡資料、業務組合資料、交易模式及行為、財務、就業或其他背景及人口統計數據不時用於直接促銷，而除非獲得資料當事人的同意或表示不反對，否則我們不能使用該等資料；及
 - (b) 對以下類別的產品/服務/活動進行直接促銷：
 - (i) 保險、金融服務、退休規劃及相關產品/服務/活動；及
 - (ii) 獎賞、會員、聯名商品或禮遇計劃，及相關產品/服務/活動。
6. 以上產品/服務/活動可能由我們及/或下列人士提供或推薦：
 - (a) 按揭證券公司集團的任何成員；
 - (b) 第三方金融機構及承保人；及
 - (c) 第三方獎賞、會員、聯名商品或禮遇計劃的供應商或營運商。
7. 除促銷上述產品/服務/活動外，我們亦可能將以上第5(a)段所列的資料當事人的資訊提供予以上第6段所列的全部或任何人士，以供該等

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人士在促銷該等產品/服務/活動中使用，而我們為此用途須獲得資料當事人書面同意（包括表示不反對）。

如資料當事人不希望我們如上述使用其個人資料或將其個人資料提供予其他人士作直接促銷用途，資料當事人可通知我們行使其選擇權拒絕促銷。

查閱及改正資料的權利

8. 資料當事人可以書面形式向我們的個人資料保障主任提出查閱或改正其個人資料的要求，其通訊地址為：香港九龍觀塘偉業街 180 號 Two Harbour Square 19 樓。

9. 我們可就處理任何查閱資料的要求收取不超乎適度的費用。

本聲明中，除非文義不許可或另有所指，「本公司」、「我們」及「我們的」指收取相關個人資料的文件中所述的公司（其為按揭證券公司集團成員）及其繼承人及承讓人；

「資料當事人」就個人資料而言，指屬該個人資料的當事人的個人；及「按揭證券公司集團」指香港按揭證券有限公司、其附屬公司及附屬企業。

注意

(a) 本聲明可由我們不時修改或更新。

(b) 資料當事人使用或繼續使用或參加任何我們的產品/服務/活動、提供其本人資料、或向我們提供服務或與我們簽訂商業或其他合同安排時，資料當事人被視為已經接受及同意本聲明所陳述的安排及受相關條款約束。

由本公司刊發

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

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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

- (1) 客戶及其他個人(包括但不限於銀行/金融服務及信貸便利的申請人、擔保人及就信貸便利提供抵押或擔保的人士、公司客戶、申請人的股東、董事、職員及管理人員或獨資經營者或合夥人或申請人及其他與銀行訂約的個人)(統稱「資料當事人」)，在開立或延續戶口、建立或延續銀行/信貸便利或要求銀行提供銀行/金融服務時，需要不時向銀行提供有關的資料。
- (2) 若未能向銀行提供該等資料可能會導致銀行無法開立或延續戶口或建立或延續銀行/信貸便利或提供銀行/金融服務。
- (3) 在資料當事人與銀行的正常業務往來過程中，銀行亦會收集到資料當事人的資料，例如，當客戶開出支票、存款，或以其他方式進行作為銀行所提供服務一部分的交易時，銀行亦會收集客戶的資料。銀行亦會向第三方(包括客戶因銀行產品及服務的推廣以及申請銀行產品及服務而接觸的第三方服務供應商)收集與客戶有關的資料。
- (4) 資料當事人的資料將可能用於下列用途：
 - (i) 考慮及評估客戶有關銀行產品及服務的申請；
 - (ii) 提供服務和信貸便利給資料當事人之日常運作；
 - (iii) 在資料當事人申請信貸時進行的信貸調查，及每年進行一次或以上的定期或特別審查；
 - (iv) 編制及維持銀行的信貸評分模式；
 - (v) 提供參考資料(狀況查詢)；
 - (vi) 協助其他財務機構作信用檢查及追討債務；
 - (vii) 確保資料當事人維持可靠信用；
 - (viii) 設計為資料當事人使用的財務服務或有關產品；
 - (ix) 推廣服務、產品及其他標的(而銀行或會獲得報酬)(詳情請參閱以下第(6)段)；
 - (x) 確定銀行對資料當事人或資料當事人對銀行的負債款額；
 - (xi) 執行資料當事人向銀行所負義務，包括但不限於向資料當事人及就資料當事人的義務提供抵押的人士追收欠款；
 - (xii) 履行根據下列適用於銀行或銀行集團公司或銀行或其任何銀行集團公司被期望遵守的就披露及使用資料的義務、規定或安排：
 - (a) 不論於香港境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律(例如，《稅務條例》及其條文，包括關於自動交換財務帳戶資料之條文)；或對其具約束力的法院指令；
 - (b) 不論於香港境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導(例如，稅務局作出或發出的指引或指南，包括關於自動交換財務帳戶資料的指引或指南)；
 - (c) 銀行或銀行集團公司因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；
 - (xiii) 遵守銀行集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動、逃稅或其他非法活動的任何方案就於銀行集團內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
 - (xiv) 使銀行或銀行集團公司的實在或建議承讓人，或銀行或銀行集團公司對資料當事人的權利及/或責任的參與人或附屬參與人評核意圖成為轉讓，參與或附屬參與的交易；
 - (xv) 與接受銀行所發信用卡的商戶及由銀行提供聯營/聯號/私人標誌信用卡服務的實體(分別為「商戶」或「聯營實體」)交換資料；
 - (xvi) 就任何信用卡交易與商戶的收單財務機構核實資料當事人；

- (xvii) 銀行集團風險管理用途；
 - (xviii) 作為維持資料當事人的信貸記錄或其他記錄，不論資料當事人與銀行是否存在任何關係，以作現在或將來參考用途；及
 - (xix) 與上述有關的用途。
- (5) 銀行會對其持有的資料當事人資料保密，但銀行可能會把該等資料提供給下述各方作為第(4)段列出的用途：
- (i) 任何銀行集團公司、代理人、承包商、或向銀行或銀行集團公司提供行政、電訊、電腦、付款或證券結算或其他和銀行業務運作有關的服務供應商；
 - (ii) 任何對銀行或銀行集團公司有保密責任的人，包括銀行集團內已承諾保持該資料保密的公司；
 - (iii) 付款銀行向出票人提供已付支票的副本(而其中載有關於收款人的資料)；
 - (iv) 客戶因申請銀行產品及服務而選擇接觸的第三方服務供應商；
 - (v) 資信調查機構，而有資料當事人欠賬時，則可將該等資料提供給收數公司；
 - (vi) 銀行或銀行集團公司在根據對其具約束力或適用的任何法律、規定或法院指令下，或根據及為符合任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望銀行或銀行集團公司遵守的任何指引或指導，或根據銀行或任何銀行集團公司向本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾(以上不論於香港境內或境外及不論目前或將來存在的)，而有義務或以其他方式被要求向其披露該等資料的任何人士；
 - (vii) 銀行或銀行集團公司對當事人的權利及/或責任的任何實在或建議承讓人、參與人或附屬參與人或受讓人；
 - (viii) 承諾將有關資料保密的商戶或聯營實體；及
 - (ix)
 - (a) 任何銀行集團公司；
 - (b) 第三者財務機構、保險公司、信用卡公司、證券及投資服務供應商；
 - (c) 第三者獎賞、客戶或會員、合作品牌及優惠計劃供應商；
 - (d) 銀行及任何銀行集團公司的聯營夥伴(該等聯營夥伴的名稱列於有關服務和產品(視情況而定)的申請表格內)；
 - (e) 慈善或非牟利機構；及
 - (f) 銀行就第4(ix)段所述用途而任用的外部服務供應商(包括但不限於郵遞機構、電訊公司、電話推廣及直銷代理、電話服務中心、數據資料處理公司及資訊科技公司)。

銀行可向任何上述人士披露資料，即使收受資料人的營業地點在香港境外，包括中國內地，或隨披露後該收受資料人將在香港境外收集、持有、處理或使用全部或部份有關資料，銀行亦可作出披露。

- (6) 在直接促銷中使用資料
- 銀行把及/或擬把資料當事人資料用於直接促銷，而銀行為該用途須獲得資料當事人同意(包括表示不反對)。就此，請注意：
- (i) 銀行可能把銀行不時持有的資料當事人姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷；
 - (ii) 可用作促銷下列類別的服務、產品及促銷標的：
 - (a) 財務、保險、信用卡、銀行及相關服務及產品；
 - (b) 獎賞、客戶或會員或優惠計劃及相關服務及產品；
 - (c) 銀行合作品牌夥伴提供之服務及產品(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明)；及
 - (d) 為慈善及/或非牟利用途的捐款及捐贈；
 - (iii) 上述服務、產品及促銷標的可能由銀行及/或下列各方提供或(就捐款及捐贈而言)徵求：
 - (a) 銀行集團公司；
 - (b) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
 - (c) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；

- (d) 銀行及銀行集團公司之合作品牌夥伴(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明);及
- (e) 慈善或非牟利機構;
- (iv) 除由銀行促銷上述服務、產品及促銷標的以外,銀行亦將及/或擬將以上第(6)(i)段所述的資料提供予以上第(6)(iii)段所述的全部或任何人士,以供該等人士在促銷該等服務、產品及促銷標的中使用,而銀行為此用途須獲得資料當事人書面同意(包括表示不反對);
- (v) 銀行可能因如以上第(6)(iv)段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如銀行會因提供資料予其他人士而獲得任何金錢或其他財產的回報,銀行會於以上第(6)(iv)段所述徵求資料當事人同意或不反對時如是通知資料當事人。
- (vi) 銀行只會在收到資料當事人的明確同意後才會使用和/或提供資料當事人的資料予其他人士作直接促銷用途。如資料當事人同意銀行如上述使用其資料或將其資料提供予其他人士作直接促銷用途,資料當事人可通知銀行行使其選擇權接受促銷,就此資料當事人無須繳付費用。在此情況下,資料當事人可提交書面指示或填妥銀行相關表格並交回銀行或親臨銀行任何分行。
- (7) 就資料當事人(不論以借款人、按揭人或擔保人身分,以及不論以資料當事人本人單名或與其他人士聯名方式)於2011年4月1日當日或以後申請的按揭有關的資料,銀行可能會把下列資料當事人資料(包括不時更新任何下列資料的資料)以銀行及/或代理人的名義提供予信貸資料服務機構:
- (i) 全名;
- (ii) 就每宗按揭的身分(即作為借款人、按揭人或擔保人,及以資料當事人本人單名或與其他人士聯名方式);
- (iii) 香港身份證號碼或旅遊證件號碼;
- (iv) 出生日期;
- (v) 地址;
- (vi) 就每宗按揭的按揭賬戶號碼;
- (vii) 就每宗按揭的信貸種類;
- (viii) 就每宗按揭的按揭帳戶狀況(如有效、已結束、已撇帳(因破產令導致除外)、因破產令導致已撇帳);及
- (ix) 就每宗按揭的按揭賬戶結束日期(如適用)。
信貸資料服務機構將使用上述由銀行提供的資料統計資料當事人(分別以借款人、按揭人或擔保人身分,及以資料當事人本人單名或與其他人士聯名方式)不時於香港信貸提供者間持有的按揭宗數,並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用(須受根據條例核准及發出的個人信貸資料實務守則的規定所限)。
- (8) 根據條例及根據條例所核准及發出的個人信貸資料實務守則,任何資料當事人有權:
- (i) 查核銀行是否持有他的資料及查閱該等資料;
- (ii) 要求銀行改正有關他不準確的資料;
- (iii) 查悉銀行對於資料的政策及慣例及獲告知銀行持有的個人資料種類;
- (iv) 在與個人信貸有關的情況下,要求獲告知那些資料是會向資信調查機構或收數公司(在拖欠債務情況下)例行披露的,以及獲提供進一步資料,藉以向有關資信調查機構或收數公司提出查閱和改正資料要求;及
- (v) 就銀行向信貸資料服務機構提供的任何帳戶資料(為免生疑問,包括任何帳戶還款資料),於全數清還欠帳後結束帳戶時,指示銀行要求信貸資料服務機構自其資料庫中刪除該等帳戶資料,但指示必須於帳戶結束後五年內提出及於緊接終止信貸前五年內沒有任何拖欠為期超過60日的欠款。帳戶還款資料包括上次到期的還款額,上次報告期間(即緊接銀行上次向信貸資料服務機構提供帳戶資料前不多於31日的期間)所作還款額,剩餘可用信貸額或未償還數額及欠款資料(即過期欠款額及逾期還款日數,清還過期欠款的日期,及全數清還拖欠為期超過60日的欠款的日期(如有))。
- (9) 如帳戶出現任何拖欠還款情況,除非拖欠金額在由拖欠日期起計60日屆滿前全數清還或已撇帳(因破產令導致撇帳除外),否則帳戶還款資料(定義見以上第(8)(v)段)會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年。
- (10) 如資料當事人因被頒布破產令而導致任何帳戶金額被撇帳,不論帳戶還款資料有否顯示任何拖欠為期超過60日的還款,該帳戶還款資料(定義見以上第(8)(v)段)會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年,或由資料當事人提出證據通知信貸資料服務機構其已獲解除破產令後保留多五年(以較早出現的情況為準)。
- (11) 銀行在考慮批出個人信貸或在檢討或續批已批予任何資料當事人為借款人的個人信貸,或任何其他人士為借款人而有關資料當事人為擔保人的個人信貸的過程中,或在任何資料當事人作為借款人或擔保人有拖欠情況時作合理監察有關資料當事人的債務情況時,可不時查閱由信貸資料服務機構持有的該資料當事人的個人信貸資料。特別是,銀行可為檢討現有已批出的個人信貸的目的取閱個人信貸資料,以協助銀行考慮下列事項:
- (i) 增加信貸限額;
- (ii) 對信貸作出限制(包括取消或減少信貸限額);或
- (iii) 對有關資料當事人安排或實行債務償還安排。
如資料當事人欲從信貸資料服務機構取閱銀行所取得的信貸報告,銀行會提供有關信貸資料服務機構的聯絡詳情。
- (12) 根據條例各條款,銀行有權就處理任何查閱資料的要求收取合理費用。
- (13) 任何關於查閱或改正資料,或索取關於資料政策及慣例或所持有的資料類型的資料,應向下列人士提出:
- 資料保護主任**
中國工商銀行(亞洲)有限公司
香港花園道3號中國工商銀行大廈33樓
傳真:28051166
- (14) 本通知不會限制資料當事人在《個人資料(私隱)條例》下所享有的權利。
- (15) 本通告應被視為資料當事人與銀行或將與銀行訂定之所有合約、協議、信貸函、賬戶管理委託及其他約束性安排之一部份。
- (16) 在本通知內,下列詞語具以下涵義:
「銀行集團公司」指銀行的任何附屬公司、銀行的任何直接或間接控股公司、任何前述控股公司的任何附屬公司或其任何關連公司(即該等公司的權益乃由任何前述公司持有),包括中國工商銀行集團轄下各公司;
「附屬公司」及「控股公司」具有香港法例第622章公司條例所指之相同涵義。
- 附註:本通知的中、英文版本如有任何歧義,概以英文版本為準。

二零二零年八月

**Industrial and Commercial Bank of China (Asia) Limited (the "Bank")
Circular to Customers and Other Individuals relating to the
Personal Data (Privacy) Ordinance (the "Ordinance")**

- (1) From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking/financial services and credit facilities, sureties and persons providing security or guarantee for credit facilities, shareholders, directors, officers and managers of corporate customers or sole proprietors or partners or applicants and other contractual counterparties) (collectively "data subjects") to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or provision of banking/financial services.
- (2) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking/credit facilities or provide banking/financial services.
- (3) It is also the case that data are collected from data subjects in the ordinary course of the continuation of the banking relationship, for example, when data subjects write cheques, deposit money or otherwise carry out transactions as part of the Bank's services. The Bank will also collect data relating to the customer from third parties, including third party service providers with whom the customer interacts in connection with the marketing of the Bank's products and services and in connection with the customer's application for the Bank's products and services.
- (4) The purpose for which data relating to a data subject may be used are as follows:
 - (i) considering and assessing the customer's application for the Bank's products and services;
 - (ii) the daily operation of the services and credit facilities provided to data subjects;
 - (iii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
 - (iv) creating and maintaining the Bank's credit scoring models;
 - (v) provision of reference (status enquiries);
 - (vi) assisting other financial institutions to conduct credit checks and collect debts;
 - (vii) ensuring ongoing credit worthiness of data subjects;
 - (viii) designing financial services or related products for data subjects' use;
 - (ix) marketing services, products and other subjects in respect of which the Bank may or may not be remunerated (please see further details in paragraph (6) below);
 - (x) determining the amount of indebtedness owed to or by data subjects;
 - (xi) the enforcement of data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security for data subjects' obligations;
 - (xii) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or Bank's Group Companies or that it is expected to comply according to:
 - (a) any law binding or applying to it within or outside Hong Kong existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information) or any court order being enforceable on it;
 - (b) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
 - (c) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or Bank's Group Companies by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
- (5) Data held by the Bank relating to a data subject will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph (4):
 - (i) any Bank's Group Companies, agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank or Bank's Group Companies in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to the Bank or a Bank's Group Companies which has undertaken to keep such information confidential;
 - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (iv) third party service providers with whom data subjects have chosen to interact with in connection with data subjects' application for the Bank's products and services;
 - (v) a person making any payment into data subject's account (by providing a copy of a deposit confirmation slip which may contain the name of the data subject);
 - (vi) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (vii) any person to whom the Bank or Bank's Group Companies is under an obligation or otherwise required to make disclosure under the requirements of any law, regulation or court order binding on or applying to the Bank or Bank's Group Companies, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or Bank's Group Companies is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or Bank's Group Companies with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside Hong Kong and may be existing currently and in the future;
 - (viii) any actual or proposed assignee of the Bank or Bank's Group Companies, or participant or sub-participant or transferee of the rights of the Bank or those of Bank's Group Companies in respect of the data subject;
 - (ix) a merchant or an affinity entity which has undertaken to keep such data confidential; and
 - (x)
 - (a) any Bank's Group Companies;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty, co-branding and privileges programme providers;
 - (d) co-branding partners of the Bank and any Bank's Group Companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
 - (e) charitable or non-profit making organisations; and
 - (f) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph (4)(ix).

The Bank may disclose data to any or all the parties stated above and may do so notwithstanding that the recipient's place of business is outside Hong Kong, including Mainland China, or that such information following disclosure will be collected, held, processed or used by such recipient in whole or part outside Hong Kong.

(6) Use of Data in Direct Marketing

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

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a data subject held by the Bank from time to time may be used by the Bank in direct marketing;
 - (ii) the following classes of services, products and subjects may be marketed:
 - (a) financial, insurance, credit card, banking and related services and products;
 - (b) reward, loyalty or privileges programmes and related services and products;
 - (c) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (d) donations and contributions for charitable and/or nonprofit making purposes;
 - (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
 - (a) any Bank's Group Companies;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty, co-branding or privileges programme providers;
 - (d) co-branding partners of the Bank and any Bank's Group Companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (e) charitable or non-profit making organisations;
 - (iv) in addition to marketing the above services, products and subjects itself, the Bank also provides and/or intends to provide the data described in paragraph (6)(i) above to all or any of the persons described in paragraph (6)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires written consent of the data subject (which includes an indication of no objection) for that purpose;
 - (v) The Bank may receive money or other property in return for providing the data to the other persons in paragraph (6)(iv) above and, when requesting the consent of the data subject or no objection as described in paragraph (6)(iv) above, the Bank will inform the data subject if it will receive any money or other property in return for providing the data to the other persons.
 - (vi) The Bank uses and/or provides the personal data of a data subject for direct marketing only if the Bank receives the explicit consent from the data subject indicating that he has no objection to it. If a data subject agrees to let the Bank use or provide to other persons his personal data for use in direct marketing as described above, the data subject may, without charge, exercise his opt-in right by notifying the Bank. The data subject may make the opt-in request by providing the written instruction or completing the relevant bank form and returning to the Bank or visiting any of the Bank's branches.
- (7) With respect to data in connection with mortgages applied by a data subject (whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the Bank may, on its own behalf and/or as agent, provide the following data relating to the data subject (including any update) to a credit reference agency:
- (i) full name;
 - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);
 - (iii) Hong Kong Identity Card Number or travel document number;
 - (iv) date of birth;
 - (v) address;
 - (vi) mortgage account number in respect of each mortgage;
 - (vii) type of the facility in respect of each mortgage;
 - (viii) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and

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

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

- (8) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, the data subject has the right :
 - (i) to check whether the Bank holds data about him and of access to such data;
 - (ii) to require the Bank to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
 - (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- (9) In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (8)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
- (10) In the event any amount in an account is written-off due to a bankruptcy order being made against a data subject, the account repayment data (as defined in paragraph (8)(v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency, whichever is earlier.
- (11) The Bank may from time to time access the consumer credit data of a data subject held by a credit reference agency in the course of the consideration of any grant of consumer credit or the review or renewal of existing customer credit facilities granted to the data subject as borrower or to another person for whom the data subject proposes to act or acts as guarantor or for the purpose of the reasonable monitoring of the indebtedness of the data subject while there is currently a default by the data subject as borrower or as guarantor. In particular, the Bank may access the consumer credit data for the purpose of the review of the existing consumer credit facilities granted to assist the Bank in considering any of the following matters:-
 - (i) an increase in the credit amount;
 - (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); or
 - (iii) the putting in place or the implementation of a scheme of arrangement with the data subject.

If the data subject wishes to access the credit report obtained by the Bank from the credit reference agency, the Bank will advise the contact details of the relevant credit reference agency.

- (12) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.

- (13) The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows :

The Data Protection Officer

Industrial and Commercial Bank of China (Asia) Limited

33/F., ICBC Tower,

3 Garden Road

Central, Hong Kong

Fax : 2805 1166

- (14) Nothing in this Circular shall limit the rights of data subjects under the Ordinance.
- (15) This Circular shall be deemed an integral part of all contracts, agreements, credit facility letters, account mandates and other binding arrangements which the data subject has entered into or intends to enter into with the Bank.
- (16) In this Circular, the following terms shall have the following meanings :
- “Bank’s Group Companies” means any subsidiary of the Bank, any direct or indirect holding company of the Bank, any subsidiary of any such holding company or any of their related companies (that is such companies’ equity interest is held by any of the foregoing) including companies within the group of Industrial and Commercial Bank of China; “subsidiary” and “holding company” bear the meanings under the Companies Ordinance (Cap.622)

Notes: In case of discrepancies between English and Chinese versions, the English version shall prevail.

August 2020