

## 按揭貸款申請表

## Mortgage Loan Application Form

個人資料 Personal Information			
	第一履行人 Obligor 1	第二履行人 Obligor 2	第三履行人 Obligor 3
身份 Capacity	<input type="checkbox"/> 借款人 Borrower <input type="checkbox"/> 擔保人 Guarantor <input type="checkbox"/> 業主 Mortgagor <input type="checkbox"/> 諮詢人 Referee	<input type="checkbox"/> 借款人 Borrower <input type="checkbox"/> 擔保人 Guarantor <input type="checkbox"/> 業主 Mortgagor <input type="checkbox"/> 諮詢人 Referee	<input type="checkbox"/> 借款人 Borrower <input type="checkbox"/> 擔保人 Guarantor <input type="checkbox"/> 業主 Mortgagor <input type="checkbox"/> 諮詢人 Referee
姓名/ 公司名稱 (如履行人為公司) Name / Company Name (if Obligor being Company)			
香港身份證號碼 / 護照號碼 / 公司註冊證書號碼 HKID No./ Passport No./ Certificate of Incorporation No.			
出生日期 / 公司成立日期 Date of Birth / Date of Incorporation			
國籍 Nationality			
現居地址 Current Home Address			
現居物業種類 Current Home Type	<input type="checkbox"/> 租用 Rented (\$ ) <input type="checkbox"/> 按揭 Mortgaged (\$ ) <input type="checkbox"/> 自置及沒有按揭 Self owned without mortgage <input type="checkbox"/> 其他 Others :	<input type="checkbox"/> 租用 Rented (\$ ) <input type="checkbox"/> 按揭 Mortgaged (\$ ) <input type="checkbox"/> 自置及沒有按揭 Self owned without mortgage <input type="checkbox"/> 其他 Others :	<input type="checkbox"/> 租用 Rented (\$ ) <input type="checkbox"/> 按揭 Mortgaged (\$ ) <input type="checkbox"/> 自置及沒有按揭 Self owned without mortgage <input type="checkbox"/> 其他 Others :
居住年期 Years of Residence			
電話號碼 Telephone No.	住宅 Home	住宅 Home	住宅 Home
	公司 Office	公司 Office	公司 Office
	手提 Mobile	手提 Mobile	手提 Mobile
曾宣佈破產 / 曾涉及 IVA 債務重組 Declared Bankruptcy Before / Involved in IVA Before	<input type="checkbox"/> 是 YES (請註明 Please Specify : ) <input type="checkbox"/> 否 NO	<input type="checkbox"/> 是 YES (請註明 Please Specify : ) <input type="checkbox"/> 否 NO	<input type="checkbox"/> 是 YES (請註明 Please Specify : ) <input type="checkbox"/> 否 NO
與第一履行人關係 Relationship with Obligor 1	自身 Self		
職業類別 Employment Type	<input type="checkbox"/> 固定收入 Regular Salaried <input type="checkbox"/> 非固定收入 Non-Regular Salaried <input type="checkbox"/> 自由工作人士 Freelance <input type="checkbox"/> 自僱人士 (# 佔 10%或以上之股權) Self-employed (# Own shares of 10% or more)	<input type="checkbox"/> 固定收入 Regular Salaried <input type="checkbox"/> 非固定收入 Non-Regular Salaried <input type="checkbox"/> 自由工作人士 Freelance <input type="checkbox"/> 自僱人士 (# 佔 10%或以上之股權) Self-employed (# Own shares of 10% or more)	<input type="checkbox"/> 固定收入 Regular Salaried <input type="checkbox"/> 非固定收入 Non-Regular Salaried <input type="checkbox"/> 自由工作人士 Freelance <input type="checkbox"/> 自僱人士 (# 佔 10%或以上之股權) Self-employed (# Own shares of 10% or more)
僱主/ 公司名稱 Employer/ Business Name			
業務性質 Nature of Business			
職位 Position			
公司地址 Office Address			
月薪 Monthly Salary	港幣 HKD		
其他收入(如: 佣金/津貼) Other Income (Incentive / Allowance)	港幣 HKD		
現職工作年期 (年年/月月) Duration of Current Employment (YY/MM)	(年年/月月) (YY/MM)	(年年/月月) (YY/MM)	(年年/月月) (YY/MM)

如現職少於一年, 請填寫以下資料 Please provide following information if current employment is less than 1 year :			
前僱主名稱 Name of Previous Employer			
業務性質及職位 Nature of Business & Position			
任職年期 (年年/月月) Year(s) of Service (YY/MM)	(年年/月月) (YY/MM)	(年年/月月) (YY/MM)	(年年/月月) (YY/MM)
如收入主要來自香港以外的地方, 履行人請申報是否與香港有緊密連繫 (如: 被本地僱主派駐外地工作; 或有直系親屬 [包括父母、配偶、子女] 於香港定居): If income source derived mainly from outside Hong Kong, Obligor please declare whether having close connection with Hong Kong (e.g. on secondment by local employer to work outside Hong Kong or have immediate family members [incl. parents, spouse, and children] residing in Hong Kong):			
<input type="checkbox"/> 是 YES <input type="checkbox"/> 否 NO <input type="checkbox"/> 是 YES <input type="checkbox"/> 否 NO <input type="checkbox"/> 是 YES <input type="checkbox"/> 否 NO			
<b>抵押物業資料 Secured Property Information</b>			
抵押物業地址 Secured Property Address	<input type="checkbox"/> 連天台/平台 with Roof / Flat Roof <input type="checkbox"/> 連花園 with Garden <input type="checkbox"/> 連車位號碼 with Car Parking Space No. _____		
抵押物業類別 Secured Property Type	<input type="checkbox"/> 住宅 Residential Property ( <input type="checkbox"/> Multi-Storey Residential Bldg. 多層式住房 <input type="checkbox"/> Village House 村屋 <input type="checkbox"/> 唐樓 Chinese Tenement <input type="checkbox"/> House 獨立屋 <input type="checkbox"/> Villa 別墅 ) <input type="checkbox"/> 車位 Car Parking Space <input type="checkbox"/> 寫字樓 Office <input type="checkbox"/> 工業單位 Industrial Unit <input type="checkbox"/> 舖位 Shop		
購入價格 (如為新購置物業) Purchase Price (for new purchase property)		發展商現金回贈/優惠詳情(如有) Details of cash rebate / incentives offered by Developer (if any)	
<b>授信資料 Facility Information</b>			
授信金額 Facility Amount Applied	港幣 HKD	授信類別 Facility Type	<input type="checkbox"/> 樓宇按揭分期 Mortgage Instalment Loan <input type="checkbox"/> 其他 Others :
貸款用途 Loan Purpose	<input type="checkbox"/> 購置新居 Financing of new purchase property <input type="checkbox"/> 樓宇轉按 Refinancing of existing mortgage with other bank <input type="checkbox"/> 現契再融資 Refinancing of mortgage-free property <input type="checkbox"/> 本行樓宇按揭加按 Top up against existing mortgage with ICBC (Asia) <input type="checkbox"/> 其他 Others :	套現金額(如適用) Cash out amount (if applicable)	套現目的(如適用) Cash out purpose (if applicable)
貸款計劃 Loan Scheme	<input type="checkbox"/> 一般按揭貸款計劃(按揭成數上限 6 成) Conventional Mortgage Loan Scheme (Maximum Loan Ratio 60%) <input type="checkbox"/> 政府擔保計劃 (如居者有其屋計劃、租者置其屋計劃等) Govt. Guarantee Scheme (e.g. HOS, TPS etc.) <input type="checkbox"/> 按揭保險計劃 (按揭成數 6 成以上) Mortgage Insurance Programme (Loan Ratio over 60%) <input type="checkbox"/> 保費年繳 Annual Premium Payment <input type="checkbox"/> 保費一次過繳付 (向銀行貸款) Single Premium Payment (Premium financed by the loan) <input type="checkbox"/> 保費一次過繳付 (不向銀行貸款) Single Premium Payment (Premium not financed by the loan) <input type="checkbox"/> 其他 Others :		
還款期 Repayment Tenor	月 Month	還款周期 Repayment Cycle	<input type="checkbox"/> 每月一次 Monthly <input type="checkbox"/> 每兩星期一次 Biweekly (不適用於同業拆息按揭計劃 Not applicable to HIBOR plan)
當利率轉變 Upon Interest Rate Change	<input type="checkbox"/> 固定年期 Fixed Tenor <input type="checkbox"/> *固定還款額 Fixed Instalment (* 若供款年期超越銀行所定的最長供款期, 固定還款金額將會作出調整。 Instalment amount will be adjusted if exceeds the maximum tenor set by the Bank.)		
律師樓 Solicitor Firm	(辦理員工 Staff in charge : _____)		
預計放款日期 Expected Draw Down Date			
二按貸款(如有): Second Loan Details (if any):	提供機構 Provider :	<input type="checkbox"/> 發展商 Developer <input type="checkbox"/> 香港特區政府 HKSAR Govt. <input type="checkbox"/> 香港按揭保險有限公司 HKMCI <input type="checkbox"/> 其他 Others :	
	貸款金額 Loan Amount :		
	還款期 Repayment Tenor :	月 Month	
	利率 Interest Rate :		

火險安排 Fire Insurance Arrangement	
安排類別 Type of Arrangement	<input type="checkbox"/> 綜合火險 Master Policy <input type="checkbox"/> 經由貴 銀行安排 Bank Arrangement <sup>1</sup> <input type="checkbox"/> 由履行人自行安排 Self Arrangement (保險公司 Insurance Company <sup>2,4</sup> : _____)
保額 Insured Amount	<input type="checkbox"/> 原貸款額 Original Loan Amount <input type="checkbox"/> 貸款餘額 Outstanding Loan Amount <input type="checkbox"/> 重置價值 Reinstatement Value <sup>3</sup>
注意 Note 1. 經由本行安排之保額將預設為「重置價值」；"Reinstatement Value" will be the default insured amount for fire insurance by bank arrangement. <b>有關經由本行安排的火險的披露 Disclosure in relation to fire insurance by bank arrangement</b> 中國太平保險(香港)有限公司(「太平香港」)及安盛保險有限公司(「安盛保險」)獲保險業監管局授權及監管，於中華人民共和國香港特別行政區(「香港」)經營一般保險業務。China Taiping Insurance (HK) Company Limited ("China Taiping (HK)") and AXA General Insurance Hong Kong Limited ("AXA General") are authorised and regulated by the Insurance Authority to carry on general insurance business in Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). 怡安保險管理(香港)有限公司(「怡安」)為太平香港及安盛保險委任的保險代理，中國工商銀行(亞洲)有限公司(「工銀亞洲」)為怡安的子保險代理去分銷火險，本計劃為太平香港及/或安盛保險的產品，而非怡安及工銀亞洲的產品。怡安協助太平香港及安盛保險處理由工銀亞洲分銷的一般保險產品之投保文件、保單(包括全新及續保)續發和理賠工作。Aon Insurance Management Agencies (HK) Limited ("Aon") is an appointed insurance agent of China Taiping (HK) and AXA General. Industrial and Commercial Bank of China (Asia) Limited ("ICBC (Asia)") is an appointed insurance sub-agent of Aon to distribute Fire Insurance. This product is product of China Taiping (HK) and/or AXA General, but not Aon nor ICBC (Asia). Aon provides assistance in handling application documents, policy (including new and renewal) issuance and claims settlement for the general insurance products distributed by ICBC (Asia), on behalf of China Taiping (HK) and AXA General. 對於工銀亞洲與客戶之間因銷售過程或處理有關交易而產生的合資格爭議(定義見金融糾紛調解計劃的金融糾紛調解的中心職權範圍)，工銀亞洲須與客戶進行金融糾紛調解計劃程序；然而，對於有關產品的合約條款之任何爭議應由太平香港及/或安盛保險與客戶直接解決。In respect of an eligible dispute (as defined in the Terms of Reference for the Financial Dispute Resolution Centre in relation to the Financial Dispute Resolution Scheme) arising between ICBC (Asia) and the customer out of the selling process or processing of the related transaction, ICBC (Asia) is required to enter into a Financial Dispute Resolution Scheme process with the customer; however any dispute over the contractual terms of the product should be resolved between directly China Taiping (HK) and/or AXA General and the customer. 工銀亞洲已獲香港保險業監管局根據《保險業條例》(香港法例第 41 章)發出保險代理機構牌照。(工銀亞洲的保險代理機構牌照號碼為 FA3169); ICBC (Asia) is granted an insurance agency licence under the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong) by Insurance Authority in Hong Kong. (Insurance agency licence no. of ICBC (Asia) is FA3169) 2. 請於預計放款日或保單到期日 15 天前，向本行提交一份由本行認可保險公司發出之有效保單； Please submit a valid insurance policy issued by our panel insurance company 15 days prior to the expected draw down date or the expiry of the relevant insurance policy 3. 若保額為重置價值，請於預計放款日或保單到期日 15 天前，向本行提交一份由本行認可估值公司發出並內含重置價值之有效估值報告； Please submit a valid valuation report that indicate the reinstatement value being issued by our panel surveyor company 15 days prior to the expected draw down date or the expiry of the relevant insurance policy. 4. 若未能在預計放款日或保單到期日前或按揭貸款期間提供有效火險保單正本/續保保單正本與及保費收據正本，以證明持有有效之火險保障，履行人將同意及授權貴行代為安排購買火險，有關費用及開支將由履行人負責。If fail to provide an original fire insurance policy/renewal policy with original receipt showing that have maintained a valid fire insurance policy upon the mortgage loan drawdown or the expiry of current policy or at any time during the term of the mortgage loan, obligors agree and authorize the Bank to arrange fire insurance on behalf of obligors, and obligors will be responsible for the relevant fees and expenses.	
與銀行的關連人士關係 Relationship with Connected Parties of the Bank	
閣下是否下列其中一位人士(「指定人士」)或其親屬*? Are you one of the following persons ("Specified Persons") or their relative(s)*? (i) 中國工商銀行(亞洲)有限公司(「工銀亞洲」)或其分行、附屬公司或同集團附屬公司，或工銀亞洲能對其行使控制的其他實體(「指定機構」)之相關僱員* Relevant employee* of Industrial and Commercial Bank of China (Asia) Limited ("ICBC (Asia)") or its branches, subsidiaries, fellow subsidiaries and other entities(including special purpose entities) over which ICBC (Asia) is able to exert control ("Specified Entities"). (ii) 工銀亞洲或指定機構之董事、與董事有關連的實體*、控權人*或小股東控權人* Director, entity connected with a director, controller* or minority shareholder controller* of ICBC (Asia) or the Specified Entities. (iii) 工銀亞洲或其任何控權人員*、小股東控權人*或董事，以董事、合夥人、經理或代理人的身份而有利害關係的任何商號、合夥或非上市公司* Firm, partnership or non-listed company ("controlled entity") in which ICBC (Asia) or any of its controllers*, minority shareholder controllers* or directors is interested as director, partner, manager or agent. <input type="checkbox"/> 否，但本人承諾如將來有此發生，本人將以書面通知工銀亞洲。 No, but I shall inform ICBC (Asia) in writing should such relationship arise in future. <input type="checkbox"/> 是，本人確認本人乃上述其中一位指定人士。詳情如下： Yes, I am one of the Specified Persons above (Please provide details as below): <input type="checkbox"/> 是，本人乃上述其中一位指定人士之親屬及確認本人已獲得下列指定人士之同意提供其資料予工銀亞洲及指定機構以便銀行遵守《銀行業(風險承擔限度)規則》。詳情如下： Yes, I am relative* of one of the Specified Persons above and confirm that I have obtained consent from the Specified Persons below for the provision of their information to ICBC (Asia) and the Specified Persons for the purpose of enabling ICBC (Asia) to comply with the Banking (Exposure Limits) Rules ("BELR") (Please provide details as below) :	
英文姓名 Full Name in English	中文姓名 Full Name in Chinese
與閣下關係 Relationship	指定機構名稱 Name of Specified Entities
部門 Department	職位 Position
*就以上有關定義的詳情請閱以下補充資料。 *Remark: The definitions of these terms and a list of the above mentioned entities, please refer to the supplementary information below. 《銀行業(風險承擔限度)規則》及相關監管政策手冊 CR-G-9 對關連各方的風險承擔的相關術語定義	

The definitions of the terms in relation to Connected Parties under Banking (Exposure Limits) Rules ("BELR") and relevant Supervisory Policy Manual CR-G-9 Exposures to Connected Parties

(1) 相關僱員 指 –

Relevant Employee means the following –

(a) 以委員會(如信貸委員會)成員或個人身份負責批核資金融通申請的工銀亞洲僱員;

An employee of ICBC (Asia) who is responsible, either individually or as a member of a committee, for approving applications for financial facility, including but not limited to an advance, loan or credit facility (including a letter of credit), a financial guarantee and a liability;

(b) 工銀亞洲的高級管理層(包括其行政總裁)

Senior management, including chief executive, of ICBC (Asia);

(c) 經理指獲工銀亞洲委任、或獲為工銀亞洲或代工銀亞洲行事的人委任、或獲根據與工銀亞洲作出的安排行事的人委任，以擔任(不論是單獨或與其他人一起擔任)工銀亞洲在《銀行業條例》附表 14 指明的任何一項或多於一項的事務或業務的主要負責人的個人，但工銀亞洲的董事及行政總裁除外。此外，在根據《銀行業條例》第(14)(cb)條款作出的公告，宣佈某人或某類別人士不屬此定義所指的經理或某類別的經理的情況下，不包括該公告所宣佈的人，亦不包括屬於該公告所宣佈的類別的人。

Manager means any individual, other than a director or chief executive of ICBC (Asia), appointed by ICBC (Asia), or by a person acting for or on behalf of or by an arrangement with ICBC (Asia), to be principally responsible, either alone or with others, for the conduct of any one or more of the affairs or business of ICBC (Asia) specified in the Fourteenth Schedule of the Banking Ordinance but it does not include a person, or a person belonging to a class of persons, declared in a notice that it is not a manager, or a class of managers, as the case may be, for the purpose of the definition of manager.

(2) 親屬 就某自然人而言，指其 –

Relative, in relation to a natural person, means the following –

(a) 父母、祖父母或外祖父母、或曾祖父母或外曾祖父母;

a parent, grandparent or great grandparent;

(b) 繼父母或領養父母;

a step-parent or adoptive parent;

(c) 兄弟或姐妹;

a brother or sister;

(d) 配偶;

the spouse;

(e) 如該人是夫妻關係的一方 — 該關係中的另一方;

if the person is party to a union of concubinage --- the other party of the union;

(f) 同居伴侶;

a cohabitee;

(g) 配偶的父母、繼父母或領養父母;

a parent, step-parent or adoptive parent of a spouse;

(h) 配偶的兄弟或姐妹;

a brother or sister of a spouse;

(i) 子、繼子、女、繼女或領養子女。

a son, step-son, adopted son, daughter, step-daughter or adopted daughter;

(3) 控權人 就任何公司而言 – 根據《銀行業條例》第 2 條定義指就此條例所有條文而言，指該公司以下任何人是間接控權人或大股東控權人，並就第 XIII 部條文而言，包括任何屬該公司小股東控權人的人。

Controller, in relation to a company, means, in respect of all the provisions of the Banking Ordinance, any person who is an indirect controller or a majority shareholder controller as defined in section 2(1) of the Banking Ordinance, and includes, in respect of the provision of Part XIII, any person who is a minority shareholder controller of that company.

(a) 間接控權人就任何公司而言，指所發出的指示或指令獲得該公司的董事、或以該公司為附屬公司的另一間公司的董事慣常按照行事的任何人，但經理人或顧問不包括在內，又如所發出的指示或指令獲得該等董事慣常按照行事的任何人僅是因為該等董事按照該人以專業身份所提供的意見而行事者，則該人亦不包括在內。

"An indirect controller", in relation to a company, means any person in accordance with whose directions or instructions the directors of the company or of another company of which it is a subsidiary are accustomed to act, but does not include a Manager or Advisor, or any person in accordance with whose directions or instructions those directors are accustomed to act by reason only that on advice given by him in his professional capacity.

(b) 大股東控權人就任何公司而言，指在該公司的任何大會上，或在以該公司為附屬公司的另一間公司的任何大會上，單獨或連同任何一名或多於一名相聯者有權行使超過 50% 表決權或有權控制超過 50% 表決權的行使的任何人。

"A majority shareholder controller", in relation to a company, means any person who, either alone or with any associate or associates, is entitled to exercise, or control the exercise of, more than 50% of the voting power at any general meeting of the company or of another company of which it is a subsidiary.

(c) 小股東控權人就任何公司而言，指在該公司的任何大會上，或在以該公司為附屬公司的另一間公司的任何大會上，單獨或連同任何一名或多於一名相聯者有權行使不少於 10% 但不超過 50% 表決權，或有權控制不少於 10% 但不超過 50% 表決權的行使的任何人。

"A minority shareholder controller", in relation to a company, means any person who, either alone or with any associate or associates, is entitled to exercise, or control the exercise of, 10% or more, but not more than 50%, of the voting power at any general meeting of the company or of another company of which it is a subsidiary.

(4) 就《銀行業(風險承擔限度)規則》第 94(2)條而言，若屬以下情況，商號、合夥或非上市公司(「受控制實體」)視作由某關連自然人控制 –

For the purpose of BELR 94(2), a firm, partnership or non-listed company (controlled entity) is treated as being controlled by a natural person if –

(a) 該人擁有受控制實體超過 50% 的表決權;

the person owns more than 50% of the voting rights in controlled entity;

(b) 該人根據一份與其他股東(或類似的表決權持有人)的協議，控制受控制實體過半數表決權;

the person has control of a majority of the voting rights in the controlled entity under an agreement with other shareholders (or similar holders of voting rights);

(c) 該人具有權利，可委任或罷免受控制實體的董事局(或類似的管治團體)過半數成員;

the person has the right to appoint or remove a majority of the members of the controlled entity's board of directors (or similar governing body);

(d) 受控制實體的董事局(或類似的管治團體)過半數成員的委任，是純粹由於該人行使其表決權; 或

a majority of the members of the controlled entity's board of directors (or a similar governing body) have been appointed solely as a result of the person exercising his or her voting rights; or

(e) 該人依據合約或其他方式而具有權力，對受控制實體的管理或政策，發揮具支配性的影響力。

the person has the power, under a contract or otherwise, to exercise a controlling influence over the management or policies of the controlled entity.

**財務資料 Financial Details**

(請填寫下列各欄及在不適用之空格內加上 "N.A."。 Please complete the following sections and mark "N.A." in the check box if not applicable.)

	第一履行人 Obligor 1		第二履行人 Obligor 2		第三履行人 Obligor 3	
	貸款結欠 Loan Outstanding	每月供款 Monthly Repayment	貸款結欠 Loan Outstanding	每月供款 Monthly Repayment	貸款結欠 Loan Outstanding	每月供款 Monthly Repayment

**現存債務(港幣) Existing Debts (HKD)**

其他按揭貸款 Other Mortgage Loan(s)	1.					
	2.					
	3.					
	4.					
	5.					
私人/ 稅務貸款 Personal/ Tax Loan(s)	1.					
	2.					
	3.					
汽車貸款 Auto Loan(s)						
透支/ 循環貸款 Overdraft / Revolving Facilities						
信用卡(結欠) Credit Card (Outstanding)						

**履行人(等)正在申請 / 將於本申請日起兩個月內申請之其他貸款 (港幣)**
**Other Loans Applications being applied for / will be applied for by Obligor(s) within two months from the date of this application (HKD)**

貸款類別 Loan Type			
貸款金額 Loan Amount			
預計每月供款 Estimated Monthly Repayment			

**資產資料 (若基於資產淨值申請此按揭貸款) (港幣)**
**Asset Information (for mortgage loan application based on net worth) (HKD)**

證券 / 基金投資 Securities/Fund Investment		
存款 Deposits		
其他資產 Other Assets		

**聲明 DECLARATION**

本人/吾等向中國工商銀行(亞洲)有限公司(貴銀行)申請貸款, 以上述抵押品作為抵押。本人/吾等同意、聲明、證實及確認:

I/We hereby apply to Industrial and Commercial Bank of China (Asia) Limited (the Bank) for a loan in respect of the above-mentioned Security(ies). I/We hereby agree, declare, confirm and acknowledge that:

- 本人/吾等確認本申請書所列及其附帶文件所提供的資料(包括但不限於現存之債務、正作出或將於貸款提取前作出之信貸申請), 均屬真實、正確、最新及完整。在為了交換信貸資料、債務追討及/或其他合理原因下, 貴銀行得到本人/吾等之授權可與所有相關機構聯絡查證及向任何第三者披露關於本人/吾等的任何資料;  
The information in this Application Form and any documents attached herewith or provided by me/us in relation to the application is true, correct, updated and complete, including but not limited to existing liabilities, debt obligations, and other loans that I am/we are currently applying for and intending to apply for before drawdown of the loan. The Bank is authorized to contact all relevant parties for verification purpose(s) and to disclose any information about me/us to any third parties for the purpose(s) of exchanging credit information, debt collection and/or any other reasonable purposes;
- 銀行將依賴此申請書內所填報之資料作出貸款批核決定, 如在此申請書上所披露的主要事實於貸款提取前有所改變, 本人/吾等承諾通告、修改及補充資料/文件, 將此申請書上之內容予以修訂;  
The Bank will rely on the information contained in the Application Form and the declaration herein to approve the application and I/we undertake to inform, amend and supplement the information/ documents provided in the application if any of the material facts which I/we have disclosed in the application should change prior to the drawdown of the loan applied for;
- 本人/吾等明白(如“第一履行人”為空殼公司, 其股東, 董事及/或被授權代表)如在此申請書內作出蓄意或疏忽之失實陳述、及/或提供欺詐性資料, 或忽略提供有關資料, 本人/吾等將須承擔有關民事及/或刑事責任。另外, 貸款申請可能不獲接受, 倘若申請已獲接受, 貴銀行會保留取消貸款的權利, 或在認為適當的情況下, 加上額外條款;  
I/We understand that by making any intentional or negligent misrepresentation(s) and/or providing false information in this Application Form or omitting to provide relevant

	information, I/we (and, if relevant, the shareholders, directors and/or authorized representatives of Obligor I if it is a shell company) may incur civil and/or criminal liability. In addition, the application for the loan may be rejected and, if granted, the Bank reserves the right to cancel the loan or, if considered appropriate, impose additional conditions thereon;
4.	應付的所有利息均以每兩星期/每月總計，並以每年 365 日為計算基礎； All interest payable hereunder shall be calculated on bi-weekly / monthly rests where applicable in a 365-day year ;
5.	本人/吾等已收到“關於個人資料（私隱）條例的客戶及其他個別人士通知”(「個人私隱通知」)之副本。本人/吾等已詳閱及同意受該「個人私隱通知」所約束，並進一步確認貴銀行可依據「個人私隱通知」將本申請相關的個人資料提供給相關人士(不論在中華人民共和國香港特別行政區境內或境外)用作申請之用； I/We have received a copy of the Bank's Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "PDPO Notice"). I/We have read and agreed to be bound by the PDPO Notice and further confirm that the Bank may give my personal information in connection with this application to the parties (whether situated in Hong Kong Special Administrative Region of the People's Republic of China) and for the purposes as set out in the PDPO Notice;
6.	本人/吾等明白在還款拖欠的情況下，除非本人/吾等於欠款日起計六十天內全數償還所有欠款，否則本人/吾等的欠款資料將被交予信貸資料服務機構，而該機構將於全數償還欠款當天起計的五年內把有關的欠款資料記錄在案； I/We understand in the event of any default in payment, unless the amount in default is fully repaid before the expiry of 60 days from the date such default occurred, I/we shall be liable to have my/our account data retained by a credit reference agency for a period of up to 5 years after repayment in full;
7.	貴銀行讓本人/吾等有權選擇，以貸款值或是物業在遭遇火災或其他嚴重損害的情況下恢復原狀所需費用作為保額的基準，及本人/吾等注意到所涉及的任何額外費用或支出。本人/吾等明白自行選擇保險公司需要得到貴銀行的批核，以及可能涉及額外的手續及費用；本人/吾等明白若未能在預計放款日或保單到期日前或按揭貸款期間提供有效火險保單正本/續保保單正本與及保費收據正本，以證明本人/吾等已為按揭物業持有有效之火險保障，本人/吾等將同意及授權貴行代為安排購買火險，有關費用及開支將由本人/吾等負責。 The Bank has provided me/us the options to take out the fire insurance for the property on the basis of either its reinstatement value or the loan amount and I/we am/are aware of the related valuation and extra costs or fees (if applicable). I/we understand my/our option of choosing the insurer is subject to the Bank's approval and may involve extra procedure and charges ; I/We understand if fail to provide an original fire insurance policy/renewal policy with original receipt showing that I/We have maintained a valid fire insurance policy of mortgaging property upon the mortgage loan drawdown or the expiry of current policy or at any time during the term of the mortgage loan, I/We agree and authorize the Bank to arrange fire insurance on my/our behalf, and I/We will be responsible for the relevant fees and expenses.
8.	貴銀行同意本人/吾等有權為自己另行聘請代表律師及自行承擔費用。本人/吾等明白本人/吾等所選擇的代表律師需得到貴銀行的批核； The Bank has reminded me of my right to employ separate legal representation at my/our own cost but the firm of solicitors to be employed is subject to the Bank's approval ;
9.	本人/吾等授權貴銀行向擬作為擔保或第三方抵押的擔保人提供貸款通知書、最新結單、逾期還款通知書及正式付款要求的副本； I/We authorize the Bank to provide an individual proposing to give a guarantee or third party security (the surety) with a copy of facility letters, statements of accounts, overdue payment reminders and demand letters ;
10.	無論此貸款申請批准與否，本人/吾等同意支付及償還一切所有與此貸款申請有關之法律及專業費用； I/We agree to reimburse the Bank and keep the Bank indemnified as all times all legal or professional fees or charges incurred by the Bank in the course of processing this loan application irrespective of whether or not the loan is ultimately granted ;
11.	無論本人/吾等以口頭或書面承諾接受貴銀行已審批的條款，本人/吾等必需支付有關手續費，如適用； When I/we have confirmed our acceptance of the Bank's approved terms, whether in verbal or written form, I/we shall pay the handling charge, if applicable. I/we understand that such charges are not refundable ;
12.	當作此聲明之前，本人/吾等已尋求獨立的專業/法律意見，或當在沒有其他獨立專業/法律意見下作出此聲明，本人/吾等已決定不會提出及自願放棄有關的抗辯權； In making this Declaration, I/we have either sought independent professional/legal advice, or I/we have decided not to do so and voluntarily waive such defense for making the Declaration without additional independent professional/legal advice ;
13.	本人確認及明白《銀行業(風險承擔限度)規則》85條的第8部份對銀行向【關連人士】(包括(i)中國工商銀行(亞洲)有限公司(「工銀亞洲」)或其分行、附屬公司或同集團附屬公司，或工銀亞洲能對其行使控制的其他實體(「指定機構」)之相關僱員；(ii)工銀亞洲或指定機構之董事、與董事有關連的實體*、控權人*或小股東控權人；及(iii)工銀亞洲或其任何控權人員*、小股東控權人*或董事，以董事、合夥人、經理或代理人的身份而有利害關係的任何商號、合夥或非上市公司)放款作出若干限制。當中的親屬的定義為(a)父母、祖父母或外祖父母、或曾祖父母或外曾祖父母；(b)繼父母或領養父母；(c)兄弟或姐妹；(d)配偶；(e)如該人是夫妻關係的一方——該關係中的另一方；(f)同居伴侶；(g)配偶的父母、繼父母或領養父母；(h)配偶的兄弟或姐妹；(i)子、繼子、女、繼女或領養子女。若申請人為《銀行業(風險承擔限度)規則》85條的第8部份所界定的關連人士，本人/吾等須於本申請日期在此通知銀行。如並未在此通知，銀行將假設本人/吾等並非關連人士。本人/吾等進一步承諾，若於本申請日期後的任何時候，本人/吾等成為或知悉成為《銀行業(風險承擔限度)規則》85條的第8部份所界定的關連人士，本人/吾等將立即書面通知銀行。 I acknowledge and understand that "Part 8 of Rule 85 of the Banking (Exposure Limits) Rules" has imposed on the Bank certain limitations on advances to "Connected Parties" (including, (1) Relevant employee* of Industrial and Commercial Bank of China (Asia) Limited ("ICBC (Asia)") or its branches, subsidiaries, fellow subsidiaries and other entities (including special purpose entities) over which ICBC (Asia) is able to exert control ("Specified Entities"); (2) Director, entity connected with a director, controller* or minority shareholder controller* of ICBC (Asia) or the Specified Entity; and (3) Firm, partnership or non-listed company ("controlled entity") in which ICBC (Asia) or any of its controllers*, minority shareholder controllers* or directors is interested as director, partner, manager or agent. The above term relative is defined as (a) a parent, grandparent or great grandparent; (b) a step-parent or adoptive parent; (c) a brother or sister; (d) the spouse; (e) if the person is a party to union of concubinage—the other party of the union; (f) a cohabitee; (g) a parent, step-parent or adoptive parent of a spouse; (h) a brother or sister of a spouse; (i) a son, step-son, adopted son, daughter, step-daughter or adopted daughter. I am/We are hereby required to advise the Bank, if I am/we are connected party(ies) according to the meaning of connected party(ies) under "Part 8 of Rule 85 of the Banking (Exposure Limits) Rules" as at the date of this application. In the absence of such advice, the Bank will assume that I am/we are not (a) connected party(ies). I/We further undertake to advise the Bank promptly in writing if I/we become, or are aware that any of us is/are or become (a) connected party(ies) under "Part 8 of Rule 85 of the Banking (Exposure Limits) Rules" subsequent to the date of this application.

14. 於貸款提取前，任何導致至此申請書內提供之資料、陳述、聲明及/或細節變得不真確或失實，本人/吾等須就此現象或情況之改變告知銀行，本人/吾等明白到如不將此改變告知銀行，會構成以上第三段所指之蓄意或疏忽之失實陳述及/或提供欺詐性資料。  
 I/We shall keep the Bank informed of any change of facts or circumstances which may render any information, statements, representations and/or particulars given in the application, incorrect or untrue before the drawdown and I/we understand the non-disclosure of any facts on the change of circumstances in the application may amount to making intentional or negligent misrepresentation(s) and/or providing fraudulent information as mentioned in the paragraph 3.

**關於在直接促銷中使用個人資料 Related To Use Of Personal Data In Direct Marketing**

本行在未經閣下同意下，**不會**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。如閣下希望本行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，請與本行職員索取並填妥”**有關直接促銷中使用個人資料意向書**”。

The Bank **will not** use your personal data in directing marketing and/or to provide your personal data to other persons for their use in direct marketing without your consent. Please contact our bank staff and fill in the form “**Letter of Intent related to Use of Personal Data in Direct Marketing**”, if you do wish the Bank to use your personal data in directing marketing and/or to provide your personal data to other persons for their use in direct marketing.

**中介代理(如有)的資料 Details of Referral Agent (if any)**

 本人/吾等確認本貸款申請：  
 I/We hereby confirm that:

<input type="checkbox"/> 不涉及中介代理轉介 This application is not referred by a referral agent	<input type="checkbox"/> 經由中介代理轉介，其資料如下： This application is referred by a referral agent with details below:
中介代理名稱 Name of Referral Agent : _____	
電話號碼 Phone number of Referral Agent : _____	
其他資料 Other Information : _____ (牌照號碼 或 商業登記號碼, 如有) (Licence Number or Business Registration Number, if any)	
中介代理收費 Fees of Referral Agent :	<input type="checkbox"/> 中介代理沒有向本人/吾等收取任何費用 NIL fees are charged or to be charged by the referral agent <input type="checkbox"/> 中介代理已向或將向本人/吾等收取下述費用： The fees below are charged or to be charged by the referral agent 請詳述 Please specify _____
中介代理回贈 Rebate or incentive offered by Referral Agent :	<input type="checkbox"/> 中介代理沒有向本人/吾等提供回贈/優惠 NIL rebate or incentive are offered or to be offered by the referral agent <input type="checkbox"/> 中介代理已向或將向本人/吾等提供回贈/優惠 Rebate or incentive are offered or to be offered by the referral agent 回贈/優惠詳情 Details of rebate or incentive _____

**抵押物業用途聲明 Declaration on Usage of The Secured Property**

本人/吾等謹以至誠鄭重聲明及承諾：

I/We hereby solemnly and sincerely declare and undertake that:

- 上述抵押物業將會或將繼續作為  業主(如“第一履行人”為空殼公司則其主要股東)或  業主之直系親屬(即父母、配偶、子女及兄弟姊妹)自住之用  
 The secured property is intended to be occupied or will continue to be occupied by owners (the majority shareholder(s) of Obligor 1 if Obligor 1 is a shell company), and/or owners' immediate family members (i.e. parents, spouse, children and siblings)
- 上述抵押物業將不會作為業主(如“第一履行人”為空殼公司則其主要股東)或業主之直系親屬(即父母、配偶、子女及兄弟姊妹)自住之用  
 The secured property is not intended to be occupied by owners (the majority shareholder(s) of Obligor 1 if Obligor 1 is a shell company), and/or owners' immediate family members (i.e. parents, spouse, children and siblings)

**有關「共用按揭正面信貸資料」之同意聲明 Consent for "Positive Mortgage Data Sharing"**

各履行人請在下面方格表明閣下的同意(或否)隨附有關共用按揭正面資料作信貸評估的「同意書」。倘閣下已同意，請簽署該同意書並交還給銀行。

Each obligor please indicates in the check box below your agreement (or not) to the attached Consent Letter in respect of sharing of positive mortgage data for credit assessment, if agreed, please sign and return such Consent Letter to the Bank.

第一履行人 Obligor 1	第二履行人 Obligor 2	第三履行人 Obligor 3
<input type="checkbox"/> 同意 (附同意書*) Agree (Consent Letter Enclosed*)  <input type="checkbox"/> 不同意 Disagree	<input type="checkbox"/> 同意 (附同意書*) Agree (Consent Letter Enclosed*)  <input type="checkbox"/> 不同意 Disagree	<input type="checkbox"/> 同意 (附同意書*) Agree (Consent Letter Enclosed*)  <input type="checkbox"/> 不同意 Disagree

**“借定唔借？還得到先好借！ TO BORROW OR NOT TO BORROW? BORROW ONLY IF YOU CAN REPAY!”**

簽署 Signed by :  <div style="text-align: center; border: 1px solid black; border-radius: 50%; width: 60px; height: 60px; margin: 0 auto;">I. V.</div>	簽署 Signed by :  <div style="text-align: center; border: 1px solid black; border-radius: 50%; width: 60px; height: 60px; margin: 0 auto;">I. V.</div>	簽署 Signed by :  <div style="text-align: center; border: 1px solid black; border-radius: 50%; width: 60px; height: 60px; margin: 0 auto;">I. V.</div>
日期 Date :	日期 Date :	日期 Date :

\*請在適當空格內劃上“✓”

 \*Please put “✓” in  where appropriate

\*每一履行人需簽署及遞交一份同意書 Each Obligor should sign and return one Consent Letter



**表格一 - 有關按揭資料的同意書****Form 1 – Consent letter relating to mortgage data**

為助信貸資料機構「環聯資訊有限公司」(「環聯」)設立一個全面資料庫, 以使香港所有信貸提供者能共享按揭資料, 本人(「下述簽署人」)獲邀就使用有關本人資料作本表格內所述全部用途作出明示同意。本人明白即使本人拒絕給予同意亦未必會導致本人於中國工商銀行(亞洲)有限公司(「貴銀行」)的按揭貸款申請(不論以借款人、按揭人或擔保人身份)遭拒絕或不獲處理。

For the purpose of setting up a comprehensive database by the credit reference agency, TransUnion Limited (“TU”), for mortgage data sharing among all credit providers in Hong Kong, I, the undersigned, am invited to expressly consent to all the uses of my data set out in this form. I understand that my refusal to give the consent will not necessarily result in my application (whether as a borrower, mortgagor or guarantor) to Industrial and Commercial Bank of China (Asia) Limited (“the Bank”) for the mortgage loan under application being denied or not being processed at all.

「現存按揭貸款」指任何或全部貴銀行及/或任何香港其他信貸提供者就本人在2011年3月31日或以前提出的申請而向本人(不論以借款人、按揭人或擔保人身份, 以及不論以本人單名或與其他人士聯名方式)提供以物業作抵押的未償還貸款(以物業作抵押貸款定義為「按揭貸款」)。

“Existing Mortgage Loan(s)” refers to any or all outstanding loans secured by real properties (loans secured by real properties are defined as “mortgage loans” and each a “mortgage loan”) that have been granted by the Bank and/or any other credit providers in Hong Kong to me (whether as a borrower, mortgagor or guarantor, and whether in my sole name or in joint names with others) with respect to applications made by me on or before 31st March 2011.

「按揭資料」指有關本人現存按揭貸款的本人的個人資料, 而該等資料只包括下述各項(以及其可能不時更新的任何資料):

“Mortgage Data” refers to my personal data in relation to my Existing Mortgage Loan(s), and such data only consist of the following (and shall include any updated data of the following items from time to time):

- (a) 本人的全名;  
my full name;
- (b) 本人就每宗按揭的身分(即作為借款人、按揭人或擔保人);  
my capacity in respect of each mortgage (as borrower, mortgagor or guarantor);
- (c) 本人的香港身分證號碼或旅遊證件號碼;  
my Hong Kong Identity Card Number or travel document number;
- (d) 本人的出生日期;  
my date of birth;
- (e) 本人的通訊地址;  
my correspondence address;
- (f) 本人就每宗按揭的按揭帳戶號碼;  
my mortgage account number in respect of each mortgage;
- (g) 就每宗按揭的信貸種類;  
type of the facility in respect of each mortgage;
- (h) 本人就每宗按揭的按揭帳戶狀況(如: 生效、已結束、已撇帳); 及  
my mortgage account status in respect of each mortgage (e.g., active, closed, write-off); and
- (i) 就每宗按揭的按揭帳戶結束日期(如適用)。  
if any, my mortgage account closed date in respect of each mortgage.

「按揭宗數」指本人(不論以借款人、按揭人或擔保人身份, 以及不論以本人單名或與其他人士聯名方式)在香港信貸提供者不時持有的未償還按揭貸款合計宗數(包括本人的現存按揭貸款)。

“Mortgage Count” refers to the total number of outstanding mortgage loans held by me with credit providers in Hong Kong (whether as a borrower, mortgagor or guarantor, and whether in my sole name or in joint names with others) from time to time (including my Existing Mortgage Loan(s)).

「相關信貸提供者」指本人持有現存按揭貸款的全部或任何香港信貸提供者。

“Relevant Credit Providers” refers to any or all credit providers in Hong Kong with whom I have Existing Mortgage Loan(s).

本同意書由本人給予貴銀行本身及透過貴銀行作為其代表和代理的身分給予環聯和香港所有其他信貸提供者, 同意彼等將本人按揭資料及本人按揭宗數作下述用途:

This consent is given by me to the Bank on its own behalf, and on behalf of, and as agent for, TU and all other credit providers in Hong Kong for the following uses of my Mortgage Data and Mortgage Count:

- (a) 由貴銀行將其現時持有本人的按揭資料(如有), 或若本人並無在貴銀行持有現存按揭貸款, 將本人的全名、香港身分證號碼(或如適用, 旅遊證件號碼)及出生日期及在各情況下本人(不論以借款人、按揭人或擔保人身份)向貴銀行作出新按揭貸款申請的事實轉移予環聯;  
the transfer to TU by the Bank of my Mortgage Data (if any) that is currently held by the Bank or, if I have no Existing Mortgage Loan(s) with the Bank, the transfer of my full name, Hong Kong Identity Card Number (or if applicable travel document number) and date of birth, and in each case the fact that I have made a new application for mortgage loan (whether as a borrower, mortgagor or guarantor) with the Bank;
- (b) 環聯查閱環聯數據庫是否存有本人的按揭宗數, 如否, 環聯將透過向其不包括貴銀行在內的所有環聯成員(即香港的信貸提供者)披露本人的全名、香港身分證號碼(或如適用, 旅遊證件號碼)及出生日期, 向所有其他環聯成員查詢, 藉此查核本人是否持有環聯任何其他成員任何現存按揭貸款(不論以借款人、按揭人或擔保人身份)。環聯為上述目的可多於一次使用本人的全名、香港身分證號碼(或如適用, 旅遊證件號碼)及出生日期;  
TU checking if my Mortgage Count is on the TU database and, if it is not, TU making enquiries with all its members (i.e., credit providers in Hong Kong) other than the Bank by disclosing my full name, Hong Kong Identity Card Number (or if applicable travel document number) and date of birth to all other TU members to check if there are any existing mortgage loans held by me (whether as a borrower, mortgagor or guarantor) with any other TU member, and TU may use my full name, Hong Kong Identity Card Number (or if applicable travel document number) and date of birth for the above purposes more than once;
- (c) 每個相關信貸提供者向環聯提供本人的按揭資料;  
releasing my Mortgage Data to TU by each of the Relevant Credit Providers;
- (d) 環聯將其從貴銀行及每個相關信貸提供者取得的所有本人的按揭資料上載至環聯的資料庫及統計本人的按揭宗數;

TU uploading all my Mortgage Data obtained from the Bank and each of the Relevant Credit Providers onto the TU database and compiling my Mortgage Count;

(e) 環聯向貴銀行及每個相關信貸提供者提供本人的按揭宗數作下述用途;

TU providing my Mortgage Count to the Bank and each of the Relevant Credit Providers for the purposes of:

- (1) 考慮本人(不論以借款人、按揭人或擔保人身份)不時的按揭貸款申請; considering mortgage loan application(s) made by me (whether as a borrower, mortgagor or guarantor) from time to time;
- (2) 檢討出現拖欠還款超過 60 日的欠帳的任何已向本人(不論以借款人、按揭人或擔保人身份)提供或擬提供的信貸安排(包括按揭貸款), 以便信貸提供者就該信貸安排制訂債務重組或重新安排或其他任何性質的還款條件修訂; reviewing any credit facility (including mortgage loan) granted or to be granted to me (whether as a borrower, mortgagor or guarantor) which is in default for a period of more than 60 days with a view to putting in place any debt restructuring, rescheduling or other modification of the terms of such credit facility by the credit provider;
- (3) 當本人與信貸提供者因本人就信貸安排拖欠還款而已制訂任何債務重組或重新安排或其他任何性質的還款條件修訂時, 檢討任何已向本人(不論以借款人、按揭人或擔保人身份)提供或擬提供的信貸安排(包括按揭貸款), 以便推行上述債務重組安排; 及/或 reviewing any credit facility (including mortgage loan) granted or to be granted to me (whether as a borrower, mortgagor or guarantor) where there is in place any debt restructuring, rescheduling or other modification of the terms of such credit facility between the credit provider and me consequent upon a default in the repayment of such credit facility for implementing such arrangement; and/or
- (4) 檢討任何已向本人(不論以借款人、按揭人或擔保人身份)提供或擬提供的信貸安排(包括按揭貸款), 以便制訂由本人提出的任何債務重組或重新安排或其他任何性質的還款條件修訂; reviewing any credit facility (including mortgage loan) granted or to be granted to me (whether as a borrower, mortgagor or guarantor) with a view to putting in place any debt restructuring, rescheduling or other modification of the terms of any credit facility initiated by my request;

(f) 由環聯向貴銀行及每個相關信貸提供者提供本人的按揭宗數, 以便於 2013 年 3 月 31 日過渡期屆滿後作下述用途:

TU providing my Mortgage Count to the Bank and each of the Relevant Credit Providers after the transitional period expires on 31st March 2013 for the purposes of:

- (1) 檢討及續批向本人(不論以借款人、按揭人或擔保人身份)提供或擬提供的按揭貸款; 及 reviewing and renewing mortgage loans granted or to be granted to me (whether as a borrower, mortgagor or guarantor); and
- (2) 考慮本人作出的信貸安排(不包括按揭貸款)申請, 及/或檢討或續批已向本人(不論以借款人或擔保人身份)提供或擬提供的任何信貸安排(不包括按揭貸款), 但前題是該等信貸安排的額度不少於一個由個人資料私隱專員不時指定或決定的水平或機制釐定的水平; 及 considering my application for credit facility (other than mortgage loan) and/or reviewing or renewing any facility (other than mortgage loan) granted or to be granted to me (whether as a borrower or guarantor), in each case where such facility is in an amount not less than such level or to be determined by a mechanism as prescribed or approved by the Privacy Commissioner for Personal Data from time to time; and

(g) 就此按揭貸款申請, 貴銀行向按揭貸款的任何共同借款人、共同按揭人及共同擔保人(如有)披露本人的按揭宗數。

The Bank disclosing my Mortgage Count to any co-borrower, co-mortgagor, co-guarantor (if any) of the mortgage loan under application.

本人明白, 通過簽署本同意書, 不論本人(不論以借款人、按揭人或擔保人身份)的按揭貸款申請結果如何, 貴銀行有權保留本同意書直至銀行收到環聯的通知指出全部香港信貸提供者授予本人(不論以借款人、按揭人或擔保人身份)的信貸(包括按揭貸款)已完全償還, 及本人:

By signing this Form, I understand that, regardless of the result of my mortgage loan application (whether as a borrower, mortgagor or guarantor), the Bank is entitled to retain this Form up to the time it receives notice from TU that all credit facilities (including mortgage loans) granted by credit providers in Hong Kong to me (whether as a borrower, mortgagor or guarantor) have been fully settled and I

\* 同意讓貴銀行、每個相關信貸提供者及環聯依據上述(a)至(g)行事。

give consent to the Bank, each of the Relevant Credit Providers and TU to act in accordance with (a) to (g) above.


\* 不同意並知悉:

decline to give consent and acknowledge that:

- (i) 本人拒絕給予同意將不會被視為撤回任何本人在此申請前曾向任何香港信貸提供者(包括貴銀行)和環聯作出的有關提供、使用、獲取、計算和/或維持本人的按揭資料和按揭宗數的許可。若本人欲撤回曾作出的許可, 本人須簽署另外致有關信貸提供者和環聯的撤回表格; 及 my refusal to give the consent will not have or be deemed to have the effect of withdrawing any consent given by me prior to this application to any credit providers in Hong Kong (including the Bank) and TU to contribute, use, access, compile and/or maintain my Mortgage Data and Mortgage Count. If I wish to withdraw consent previously given, I have to sign separate withdrawal form addressing to the relevant credit providers and TU; and

(ii) 儘管本人的按揭資料將不會被貴銀行轉移到環聯, 如此按揭貸款申請獲批核及提取, 貴銀行將轉移獲批核及已提取的新按揭貸款的每項在「按揭資料」定義內所列的個人資料至環聯(詳見[貴銀行]向本人提供的[收集個人資料聲明])。 while my Mortgage Data will not be transferred to TU by the Bank, if the mortgage loan under application is granted and drawn down, the items of personal data listed in the definition of "Mortgage Data" with respect to the new mortgage loan granted and drawn down will be transferred to TU by the Bank as set out in the [Personal Information Collection Statement] of the Bank provided to me.

while my Mortgage Data will not be transferred to TU by the Bank, if the mortgage loan under application is granted and drawn down, the items of personal data listed in the definition of "Mortgage Data" with respect to the new mortgage loan granted and drawn down will be transferred to TU by the Bank as set out in the [Personal Information Collection Statement] of the Bank provided to me.

	姓名: Name:	
	香港身份證/護照號碼: Hong Kong Identity Card No./ Passport No.:	
客戶簽署 Signed by Customer	日期: Date:	

\*請在適當空格內劃上"✓"

\*Please put "✓" in  where appropriate

(如不同意, 請填寫表格二。)(Please complete Form 2 if decline to give consent.)

**表格二 - 有關按揭申請資料的同意**
**Form 2 - Consent relating to mortgage application data**

(適用於拒絕給予表格一同意的客戶)

(To be obtained from customer who declines to give consent in Form 1)

本人(「下述簽署人」) 通過簽署本同意書:


By signing this Form, I, the undersigned,

\* 同意 agree

\* 不同意 do not agree

中國工商銀行(亞洲)有限公司(「貴銀行」) 就查閱不包括本人按揭宗數 (即本人(不論以借款人、按揭人或擔保人身分, 以及不論以本人單名或與其他人士聯名方式)在香港信貸提供者不時持有的未償還按揭貸款合計宗數)的信貸報告向環聯提供本人(不論以借款人、按揭人或擔保人身分)向貴銀行作出新按揭貸款申請的事實。

to Industrial and Commercial Bank of China (Asia) Limited ("the Bank") providing to TU the fact that I have made a new application for mortgage loan (whether as a borrower, mortgagor or guarantor) with the Bank in relation to the obtaining of a credit report (which will not contain my mortgage count, being the total number of outstanding mortgage loans held by me with credit providers in Hong Kong (whether as a borrower, mortgagor or guarantor, and whether in my sole name or in joint names with others) from time to time).

	姓名: Name:	
	香港身份證/護照號碼: Hong Kong Identity Card No./ Passport No.:	
客戶簽署 Signed by Customer	日期: Date:	

\*請在適當空格內劃上"✓"

 \*Please put "✓" in  where appropriate

**表格一 - 有關按揭資料的同意書****Form 1 – Consent letter relating to mortgage data**

為助信貸資料機構「環聯資訊有限公司」(「環聯」)設立一個全面資料庫, 以使香港所有信貸提供者能共享按揭資料, 本人(「下述簽署人」)獲邀就使用有關本人資料作本表格內所述全部用途作出明示同意。本人明白即使本人拒絕給予同意亦未必會導致本人於中國工商銀行(亞洲)有限公司(「貴銀行」)的按揭貸款申請(不論以借款人、按揭人或擔保人身份)遭拒絕或不獲處理。

For the purpose of setting up a comprehensive database by the credit reference agency, TransUnion Limited (“TU”), for mortgage data sharing among all credit providers in Hong Kong, I, the undersigned, am invited to expressly consent to all the uses of my data set out in this form. I understand that my refusal to give the consent will not necessarily result in my application (whether as a borrower, mortgagor or guarantor) to Industrial and Commercial Bank of China (Asia) Limited (“the Bank”) for the mortgage loan under application being denied or not being processed at all.

「現存按揭貸款」指任何或全部貴銀行及/或任何香港其他信貸提供者就本人在2011年3月31日或以前提出的申請而向本人(不論以借款人、按揭人或擔保人身份, 以及不論以本人單名或與其他人士聯名方式)提供以物業作抵押的未償還貸款(以物業作抵押貸款定義為「按揭貸款」)。

“Existing Mortgage Loan(s)” refers to any or all outstanding loans secured by real properties (loans secured by real properties are defined as “mortgage loans” and each a “mortgage loan”) that have been granted by the Bank and/or any other credit providers in Hong Kong to me (whether as a borrower, mortgagor or guarantor, and whether in my sole name or in joint names with others) with respect to applications made by me on or before 31st March 2011.

「按揭資料」指有關本人現存按揭貸款的本人的個人資料, 而該等資料只包括下述各項(以及其可能不時更新的任何資料):

“Mortgage Data” refers to my personal data in relation to my Existing Mortgage Loan(s), and such data only consist of the following (and shall include any updated data of the following items from time to time):

- (a) 本人的全名;  
my full name;
- (b) 本人就每宗按揭的身分(即作為借款人、按揭人或擔保人);  
my capacity in respect of each mortgage (as borrower, mortgagor or guarantor);
- (c) 本人的香港身分證號碼或旅遊證件號碼;  
my Hong Kong Identity Card Number or travel document number;
- (d) 本人的出生日期;  
my date of birth;
- (e) 本人的通訊地址;  
my correspondence address;
- (f) 本人就每宗按揭的按揭帳戶號碼;  
my mortgage account number in respect of each mortgage;
- (g) 就每宗按揭的信貸種類;  
type of the facility in respect of each mortgage;
- (h) 本人就每宗按揭的按揭帳戶狀況(如: 生效、已結束、已撇帳); 及  
my mortgage account status in respect of each mortgage (e.g., active, closed, write-off); and
- (i) 就每宗按揭的按揭帳戶結束日期(如適用)。  
if any, my mortgage account closed date in respect of each mortgage.

「按揭宗數」指本人(不論以借款人、按揭人或擔保人身份, 以及不論以本人單名或與其他人士聯名方式)在香港信貸提供者不時持有的未償還按揭貸款合計宗數(包括本人的現存按揭貸款)。

“Mortgage Count” refers to the total number of outstanding mortgage loans held by me with credit providers in Hong Kong (whether as a borrower, mortgagor or guarantor, and whether in my sole name or in joint names with others) from time to time (including my Existing Mortgage Loan(s)).

「相關信貸提供者」指本人持有現存按揭貸款的全部或任何香港信貸提供者。

“Relevant Credit Providers” refers to any or all credit providers in Hong Kong with whom I have Existing Mortgage Loan(s).

本同意書由本人給予貴銀行本身及透過貴銀行作為其代表和代理的身分給予環聯和香港所有其他信貸提供者, 同意彼等將本人按揭資料及本人按揭宗數作下述用途:

This consent is given by me to the Bank on its own behalf, and on behalf of, and as agent for, TU and all other credit providers in Hong Kong for the following uses of my Mortgage Data and Mortgage Count:

- (a) 由貴銀行將其現時持有本人的按揭資料(如有), 或若本人並無在貴銀行持有現存按揭貸款, 將本人的全名、香港身分證號碼(或如適用, 旅遊證件號碼)及出生日期及在各情況下本人(不論以借款人、按揭人或擔保人身份)向貴銀行作出新按揭貸款申請的事實轉移予環聯;  
the transfer to TU by the Bank of my Mortgage Data (if any) that is currently held by the Bank or, if I have no Existing Mortgage Loan(s) with the Bank, the transfer of my full name, Hong Kong Identity Card Number (or if applicable travel document number) and date of birth, and in each case the fact that I have made a new application for mortgage loan (whether as a borrower, mortgagor or guarantor) with the Bank;
- (b) 環聯查閱環聯數據庫是否存有本人的按揭宗數, 如否, 環聯將透過向其不包括貴銀行在內的所有環聯成員(即香港的信貸提供者)披露本人的全名、香港身分證號碼(或如適用, 旅遊證件號碼)及出生日期, 向所有其他環聯成員查詢, 藉此查核本人是否持有環聯任何其他成員任何現存按揭貸款(不論以借款人、按揭人或擔保人身份)。環聯為上述目的可多於一次使用本人的全名、香港身分證號碼(或如適用, 旅遊證件號碼)及出生日期;  
TU checking if my Mortgage Count is on the TU database and, if it is not, TU making enquiries with all its members (i.e., credit providers in Hong Kong) other than the Bank by disclosing my full name, Hong Kong Identity Card Number (or if applicable travel document number) and date of birth to all other TU members to check if there are any existing mortgage loans held by me (whether as a borrower, mortgagor or guarantor) with any other TU member, and TU may use my full name, Hong Kong Identity Card Number (or if applicable travel document number) and date of birth for the above purposes more than once;
- (c) 每個相關信貸提供者向環聯提供本人的按揭資料;  
releasing my Mortgage Data to TU by each of the Relevant Credit Providers;
- (d) 環聯將其從貴銀行及每個相關信貸提供者取得的所有本人的按揭資料上載至環聯的資料庫及統計本人的按揭宗數;

TU uploading all my Mortgage Data obtained from the Bank and each of the Relevant Credit Providers onto the TU database and compiling my Mortgage Count;

(e) 環聯向貴銀行及每個相關信貸提供者提供本人的按揭宗數作下述用途;

TU providing my Mortgage Count to the Bank and each of the Relevant Credit Providers for the purposes of:

- (1) 考慮本人(不論以借款人、按揭人或擔保人身份)不時的按揭貸款申請; considering mortgage loan application(s) made by me (whether as a borrower, mortgagor or guarantor) from time to time;
- (2) 檢討出現拖欠還款超過 60 日的欠帳的任何已向本人(不論以借款人、按揭人或擔保人身份)提供或擬提供的信貸安排(包括按揭貸款), 以便信貸提供者就該信貸安排制訂債務重組或重新安排或其他任何性質的還款條件修訂; reviewing any credit facility (including mortgage loan) granted or to be granted to me (whether as a borrower, mortgagor or guarantor) which is in default for a period of more than 60 days with a view to putting in place any debt restructuring, rescheduling or other modification of the terms of such credit facility by the credit provider;
- (3) 當本人與信貸提供者因本人就信貸安排拖欠還款而已制訂任何債務重組或重新安排或其他任何性質的還款條件修訂時, 檢討任何已向本人(不論以借款人、按揭人或擔保人身份)提供或擬提供的信貸安排(包括按揭貸款), 以便推行上述債務重組安排; 及/或 reviewing any credit facility (including mortgage loan) granted or to be granted to me (whether as a borrower, mortgagor or guarantor) where there is in place any debt restructuring, rescheduling or other modification of the terms of such credit facility between the credit provider and me consequent upon a default in the repayment of such credit facility for implementing such arrangement; and/or
- (4) 檢討任何已向本人(不論以借款人、按揭人或擔保人身份)提供或擬提供的信貸安排(包括按揭貸款), 以便制訂由本人提出的任何債務重組或重新安排或其他任何性質的還款條件修訂; reviewing any credit facility (including mortgage loan) granted or to be granted to me (whether as a borrower, mortgagor or guarantor) with a view to putting in place any debt restructuring, rescheduling or other modification of the terms of any credit facility initiated by my request;

(f) 由環聯向貴銀行及每個相關信貸提供者提供本人的按揭宗數, 以便於 2013 年 3 月 31 日過渡期屆滿後作下述用途:

TU providing my Mortgage Count to the Bank and each of the Relevant Credit Providers after the transitional period expires on 31st March 2013 for the purposes of:

- (1) 檢討及續批向本人(不論以借款人、按揭人或擔保人身份)提供或擬提供的按揭貸款; 及 reviewing and renewing mortgage loans granted or to be granted to me (whether as a borrower, mortgagor or guarantor); and
- (2) 考慮本人作出的信貸安排(不包括按揭貸款)申請, 及/或檢討或續批已向本人(不論以借款人或擔保人身份)提供或擬提供的任何信貸安排(不包括按揭貸款), 但前題是該等信貸安排的額度不少於一個由個人資料私隱專員不時指定或決定的水平或機制釐定的水平; 及 considering my application for credit facility (other than mortgage loan) and/or reviewing or renewing any facility (other than mortgage loan) granted or to be granted to me (whether as a borrower or guarantor), in each case where such facility is in an amount not less than such level or to be determined by a mechanism as prescribed or approved by the Privacy Commissioner for Personal Data from time to time; and

(g) 就此按揭貸款申請, 貴銀行向按揭貸款的任何共同借款人、共同按揭人及共同擔保人(如有)披露本人的按揭宗數。

The Bank disclosing my Mortgage Count to any co-borrower, co-mortgagor, co-guarantor (if any) of the mortgage loan under application.

本人明白, 通過簽署本同意書, 不論本人(不論以借款人、按揭人或擔保人身份)的按揭貸款申請結果如何, 貴銀行有權保留本同意書直至銀行收到環聯的通知指出全部香港信貸提供者授予本人(不論以借款人、按揭人或擔保人身份)的信貸(包括按揭貸款)已完全償還, 及本人:

By signing this Form, I understand that, regardless of the result of my mortgage loan application (whether as a borrower, mortgagor or guarantor), the Bank is entitled to retain this Form up to the time it receives notice from TU that all credit facilities (including mortgage loans) granted by credit providers in Hong Kong to me (whether as a borrower, mortgagor or guarantor) have been fully settled and I

\* 同意讓貴銀行、每個相關信貸提供者及環聯依據上述(a)至(g)行事。

give consent to the Bank, each of the Relevant Credit Providers and TU to act in accordance with (a) to (g) above.


\* 不同意並知悉:

decline to give consent and acknowledge that:

- (i) 本人拒絕給予同意將不會被視為撤回任何本人在此申請前曾向任何香港信貸提供者(包括貴銀行)和環聯作出的有關提供、使用、獲取、計算和/或維持本人的按揭資料和按揭宗數的許可。若本人欲撤回曾作出的許可, 本人須簽署另外致有關信貸提供者和環聯的撤回表格; 及 my refusal to give the consent will not have or be deemed to have the effect of withdrawing any consent given by me prior to this application to any credit providers in Hong Kong (including the Bank) and TU to contribute, use, access, compile and/or maintain my Mortgage Data and Mortgage Count. If I wish to withdraw consent previously given, I have to sign separate withdrawal form addressing to the relevant credit providers and TU; and

(ii) 儘管本人的按揭資料將不會被貴銀行轉移到環聯, 如此按揭貸款申請獲批核及提取, 貴銀行將轉移獲批核及已提取的新按揭貸款的每項在「按揭資料」定義內所列的個人資料至環聯(詳見[貴銀行]向本人提供的[收集個人資料聲明])。 while my Mortgage Data will not be transferred to TU by the Bank, if the mortgage loan under application is granted and drawn down, the items of personal data listed in the definition of "Mortgage Data" with respect to the new mortgage loan granted and drawn down will be transferred to TU by the Bank as set out in the [Personal Information Collection Statement] of the Bank provided to me.

while my Mortgage Data will not be transferred to TU by the Bank, if the mortgage loan under application is granted and drawn down, the items of personal data listed in the definition of "Mortgage Data" with respect to the new mortgage loan granted and drawn down will be transferred to TU by the Bank as set out in the [Personal Information Collection Statement] of the Bank provided to me.

	姓名: Name:	
	香港身份證/護照號碼: Hong Kong Identity Card No./ Passport No.:	
客戶簽署 Signed by Customer	日期: Date:	

\*請在適當空格內劃上"✓"

\*Please put "✓" in  where appropriate

(如不同意, 請填寫表格二。)(Please complete Form 2 if decline to give consent.)

**表格二 - 有關按揭申請資料的同意**  
**Form 2 - Consent relating to mortgage application data**

(適用於拒絕給予表格一同意的客戶)  
 (To be obtained from customer who declines to give consent in Form 1)


本人(「下述簽署人」) 通過簽署本同意書：  
 By signing this Form, I, the undersigned,

\* 同意 agree

\* 不同意 do not agree

中國工商銀行(亞洲)有限公司(「貴銀行」) 就查閱不包括本人按揭宗數(即本人(不論以借款人、按揭人或擔保人身分, 以及不論以本人單名或與其他人士聯名方式)在香港信貸提供者不時持有的未償還按揭貸款合計宗數)的信貸報告向環聯提供本人(不論以借款人、按揭人或擔保人身分)向貴銀行作出新按揭貸款申請的事實。

to Industrial and Commercial Bank of China (Asia) Limited ("the Bank") providing to TU the fact that I have made a new application for mortgage loan (whether as a borrower, mortgagor or guarantor) with the Bank in relation to the obtaining of a credit report (which will not contain my mortgage count, being the total number of outstanding mortgage loans held by me with credit providers in Hong Kong (whether as a borrower, mortgagor or guarantor, and whether in my sole name or in joint names with others) from time to time).

	姓名: Name:	
	香港身份證/護照號碼: Hong Kong Identity Card No./ Passport No.:	
客戶簽署 Signed by Customer	日期: Date:	

\*請在適當空格內劃上"✓"

\*Please put "✓" in  where appropriate

**關於認可機構訂購土地註冊處電子提示服務的同意書**

為加強認可機構的信貸風險管理並應香港金融管理局（「金管局」）的要求，土地註冊處向認可機構提供的電子提示服務（「電子服務」）允許認可機構（即受金管局監管的持牌銀行、有限牌照銀行及接受存款公司）（「認可機構」）在徵得按《個人資料（私隱）條例》所要求的業主的同意後，就認可機構持有按揭或押記的物業訂購電子郵件通知服務。

為允許認可機構在閣下 / 貴公司向其提供閣下 / 貴公司物業作抵押或押記後訂購電子服務，閣下 / 貴公司須明確地同意並允許土地註冊處在閣下 / 貴公司物業的按揭或押記交付辦理註冊時，向相關認可機構發出通知。閣下 / 貴公司的同意書將涵蓋閣下 / 貴公司列於本表格中的所有物業（「相關物業」）。閣下 / 貴公司亦可選擇就閣下 / 貴公司相關物業所註冊的按揭或押記獲得通知。

閣下 / 貴公司若不按照以下格式作出確認同意，不一定代表閣下 / 貴公司的貸款申請將被拒絕，但相關認可機構將無法就閣下 / 貴公司的相關物業訂購電子服務，並將不會就閣下 / 貴公司相關物業按揭或押記的註冊獲得通知。這並不妨礙相關認可機構透過查閱土地登記冊或土地註冊處備存的其他土地紀錄獲得閣下 / 貴公司相關物業的資料。

**同意書**

\* [本人 / 我們] 特此就以下事項給予明示同意：

- (a) 中國工商銀行(亞洲)有限公司就[本人 / 我們]的相關物業申請訂購電子服務時，向土地註冊處提供以下資料：
  - (i) 本人 / 我們相關物業的物業參考編號；
  - (ii) 本人 / 我們的姓名 / 名稱及身份證明文件號碼 / 公司編號；
  - (iii) 以中國工商銀行(亞洲)有限公司為受益人的押記或按揭文件的註冊摘要編號；及
  - (iv) 本同意書的副本一份；
- (b) 土地註冊處將上文 (a) 款所述的資料及其不時管有的其他資料用以提供電子服務，尤其是用於就[本人 / 我們]相關物業的按揭或押記交付辦理註冊之事宜發出電郵通知；
- (c) 土地註冊處就[本人 / 我們]相關物業的任何押記或按揭交付辦理註冊之事宜向中國工商銀行(亞洲)有限公司發出包含以下詳情的電郵通知：
  - (i) 文書日期；
  - (ii) 文書的註冊摘要編號；
  - (iii) 交付文書的日期；
  - (iv) 文書性質；
  - (v) 物業參考編號；及
  - (vi) 物業地址或地段編號；
- (d) 中國工商銀行(亞洲)有限公司在下述情況下通知土地註冊處終止電子服務：
  - (i) 以中國工商銀行(亞洲)有限公司為受益人的押記 / 按揭已獲解除或轉讓予另一承按人；或
  - (ii) 相關物業業權已轉變（如知悉）；或
  - (iii) 業主（如為共同擁有物業，則指任何共同業主）透過書面通知撤回其同意書；或
  - (iv) 中國工商銀行(亞洲)有限公司的認可根據《銀行業條例》（香港法例第 155 章）被撤銷。

\* [本人 / 我們]並不同意以上內容。[本人 / 我們]理解，這代表中國工商銀行(亞洲)有限公司將不能就[本人 / 我們]的相關物業訂購電子服務，並可能會影響[本人 / 我們]的貸款條款。

\* 請在適當的空格內填上「✓」號。

1. 若物業為共同擁有物業，所有共同業主均須簽署同意書。





**Consent to subscribe to the Land Registry's e-Alert Service for Authorized Institutions**

To facilitate enhancement of credit risk management of authorized institutions and at the request of the Hong Kong Monetary Authority ("HKMA"), the Land Registry's e-Alert Service for Authorized Institutions ("Service") allows authorized institutions (i.e. licensed banks, restricted licence banks and deposit-taking companies regulated by the HKMA) ("AIs"), with consent from owners as may be required under the Personal Data (Privacy) Ordinance, to subscribe to email notification service in relation to property or properties against which they hold a mortgage or charge.

To enable the relevant AI to subscribe to the Service after you have granted to the AI a mortgage or charge against your property, you are requested to give your express consent to permit the Land Registry to notify the relevant AI about mortgages and charges lodged for registration against your property. Your consent will cover all properties owned by you listed on this form ("Property"). You may also elect to receive notifications about mortgages and charges registered against your Property.

If you do not give your consent in the form below, this will not necessarily mean your loan application will be denied, but the relevant AI will be unable to subscribe to the Service in relation to your Property and will not be notified about the registration of mortgages and charges against your Property. This does not prevent the relevant AI from obtaining information about your Property by searching the Land Register and other land records maintained by the Land Registry.

**Consent**

\* [I/We]<sup>1</sup> hereby give [my/our] express consent to:

- (a) Industrial and Commercial Bank of China (Asia) Limited providing the following information to the Land Registry in its application to subscribe to the Service in relation to [my/our] Property:
  - (i) the Property Reference Number of my/our Property;
  - (ii) [my/our] name(s) and identification document number(s)/company registration number(s);
  - (iii) the memorial number of the charge or mortgage document in favour of Industrial and Commercial Bank of China (Asia) Limited; and
  - (iv) a copy of this consent form;
- (b) the Land Registry using the information referred to in (a) and other information in its possession from time to time for the provision of the Service and particularly, for the purpose of sending email notifications about mortgages and charges lodged for registration against [my/our] Property;
- (c) the Land Registry sending email notifications to Industrial and Commercial Bank of China (Asia) Limited containing the following particulars of any charge or mortgage lodged for registration against [my/our] Property:
  - (i) date of instrument;
  - (ii) memorial number of instrument;
  - (iii) date of delivery of instrument;
  - (iv) nature of instrument;
  - (v) Property Reference Number; and
  - (vi) Address or lot number of Property;
- (d) Industrial and Commercial Bank of China (Asia) Limited notifying the Land Registry in the event of the following in order to terminate the Service:
  - (i) the charge/mortgage in favour of Industrial and Commercial Bank of China (Asia) Limited has been discharged or transferred to another mortgagee; or
  - (ii) the ownership of the Property has changed (if known); or
  - (iii) the owner(s) (or in case of co-owned Property, any of the co-owners) have withdrawn their consent by written notice; or
  - (iv) Industrial and Commercial Bank of China (Asia) Limited 's authorisation is revoked under the Banking Ordinance (Cap.155).

\* [I/We] do not consent to the above. [I/We] understand this means that Industrial and Commercial Bank of China (Asia) Limited cannot subscribe to the Service in respect of [my/our] Property and this may affect the terms of [my/our] loan.

\*Please put a "✓" in the appropriate box.

1. Where property is co-owned, all co-owners are required to sign the consent form.



**中國工商銀行(亞洲)有限公司(“銀行”)  
關於個人資料(私隱)條例(“條例”)的客戶及其他個別人士通知**

- (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者；
  - (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例、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者；
  - (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者(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者；
  - (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) 就每宗按揭的按揭賬戶狀況(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撤帳(因破產令導致撤帳除外)，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撤帳，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，或任何其他他人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種類的要求，應向下述人士提出：
- 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;
  - (xiii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Bank and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing, tax evasion or other unlawful activities;
  - (xiv) enabling an actual or proposed assignee of the Bank or Bank's Group Companies, or participant or sub-participant of the rights of the Bank or those of Bank's Group Companies in respect of data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
  - (xv) exchanging information with merchants which accept credit cards issued by the Bank and entities with whom the Bank provides affinity/co-branded /private label credit card services (each a "merchant" or an "affinity entity");
  - (xvi) verifying data subjects' identities with any card acquirer of a merchant in connection with any card transactions;
  - (xvii) for purposes of risk management of the group of the Bank;
  - (xviii) maintaining a credit history or otherwise, a record of data subjects (whether or not there exists any relationship between data subjects and the Bank) for present and future reference; and
  - (xix) purposes relating thereto.
- (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 non-profit 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.



**重要通知**
**IMPORTANT NOTIFICATION  
 致有關人士  
 TO WHOM IT MAY CONCERN**

閣下在因應閣下本人或其他人士在中國工商銀行(亞洲)有限公司(本行)申請信貸而提供閣下資料之前，請先小心閱讀此通知：

Before providing to us your data in connection with your application or in connection with another person's application for credit (as the case may be) at Industrial and Commercial Bank of China (Asia) Limited (the Bank), please carefully read this notification: -

- (1) 本行可將閣下的資料提供予信貸資料機構，或在出現逾期還款的情況下，將該等資料提供予收帳代理；  
The Bank may provide your data to a credit reference agency ("CRA") or, in the event of default, to a debt collection agency ("DCA");
- (2) 閣下有權要求獲告知那些資料通常會如上述被披露，與及有權獲提供進一步資料，藉以向有關信貸資料機構或收帳代理提出查閱及改正資料的要求；  
You have the right to request to be informed, about which items of data are routinely disclosed to CRA or, in the event of default, to DCA, and the right to be provided with further information to enable the making of a data access and correction request to the relevant CRA or DCA, as the case may be;
- (3) 除非逾期欠帳金額由欠帳日起計 60 日內被全數清還或撇帳(除了因破產令導致之外)，否則閣下的帳戶資料有可能被信貸資料機構保留，直至該欠帳金額最終全數清還之日起計 5 年之期屆滿為止；及當適用的話；  
In the event of any default in repayment, unless the amount in default is fully repaid or written off (otherwise than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, otherwise you shall be liable to have your account data retained by the CRA until the expiry 5 years from the date of final settlement of the amount in a default; and where applicable;
- (4) 如閣下因被頒布破產令而導致任何金額被撇帳，不論閣下帳戶還款資料是否顯示有重要欠款，閣下由信貸資料機構所持有的帳戶還款資料會在全數清還該拖欠還款後繼續保留 5 年，或由閣下提出證據通知信貸資料機構閣下已獲解除破產令的 5 年止(以較先出現的情況計算)；  
In the event of any amount being written off due to a bankruptcy order being made against you, you shall be liable to have your account repayment data retained by the CRA, regardless of whether the account repayment data reveal any material default, until the earlier of the expiry of 5 years from the date of final settlement of the amount in default or the expiry of 5 years from the date of your discharge from bankruptcy as notified to the CRA by you with evidence; and
- (5) (倘若該信貸的申請並不涉及住宅樓宇按揭貸款) 當帳戶全數結清而終止時及符合在帳戶終止前 5 年內沒有出現嚴重欠款\*的條件下，閣下有權向信貸提供者提出指示，使閣下依照個人信貸資料實務守則("該守則")第 2.15 條的規定，要求信貸資料機構刪除與已終止的帳戶有關的資料。  
(Where the credit applied for does not involve a residential mortgage loan) upon termination of the account by fully repayment and on condition that there has not been, within 5 years immediately before account termination, any material default\* on the account, you will have the right to instruct the Bank to make a request to the CRA to delete from its database any account data relating to the terminated account in accordance with clause 2.15 of the Code of Practice on Consumer Credit Data (Code).
- (6) 本行在考慮閣下的申請時，將會參考下述信貸資料機構對閣下作出的信貸報告。假如閣下有意查閱該信貸報告，請直接與相關信貸資料機構聯絡，地址如下：

環聯資訊有限公司  
 香港九龍尖沙咀廣東道 15 號港威大廈第 5 座 8 樓

及/  
 或

美國鄧白氏商業資料(香港)有限公司  
 香港九龍觀塘道 418 號創紀之城 5 期東亞銀行中心 13 樓 1308 至 1315 室

電話：2979 3000

電話：2516 1100

The Bank will consider credit report(s) on you provided by the credit reference agencies referred to below in considering your application. In the event, you wish to access the credit report(s), you may contact the relevant credit reference agency directly at the following address:

TransUnion Ltd.  
 8<sup>th</sup> Floor, Tower 5, The Gateway, 15 Canton Road,  
 Kowloon, Hong Kong  
 Telephone: 2979 3000

and/  
 or

Dun & Bradstreet (HK) Ltd.  
 Unit 1308-1315, 13/F., BEA Tower, Millennium City 5,  
 418 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong.  
 Telephone: 2516 1100

\*現時在該守則內被介定為逾期欠款超過 60 日

\*as currently defined in the Code as a default in payment for a period in excess of 60 days.

此通知乃補充由本行不時所發出的「關於個人資料(私隱)條例("條例")的客戶及其他個別人士通知」

This notification is supplementary to the "Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance")" issued from time to time by the Bank.

**住宅按揭貸款產品資料概要**  
 中國工商銀行(亞洲)有限公司(「本行」)

**住宅按揭貸款**  
**2021年08月**

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

**利率及利息支出**

年化利率	貸款金額:HK\$3,000,000	
	貸款期	30年
	按本行港元最優惠利率所釐訂的年化利率/年化利率範圍	P - 2.75% 至 P - 1.75%
	按本行一個月香港銀行同業拆息所釐訂的年化利率/年化利率範圍	H + 1.3% 至 H + 2.2% 息率上限P - 2.75% 至 P - 1.75%

**逾期還款年化利率/就違約貸款收取的年化利率**

逾期還款年化利率: 24% (適用於按月還款); 或 26% (適用於按每兩星期還款)  
 逾期利息以單利率計算: 每期遲交款項之2%, 按月計算; 或  
 每期遲交款項之1%, 按每兩星期計算。  
 貸款違約年化利率: 26.8%  
 當因貸款逾期而被銀行要求全數清還貸款, 銀行有權以全數貸款餘額的2%按月以複息計算, 計算日期由銀行發全額催收函要求全數清還貸款餘額通知起至付清當日為止。  
 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。

**每月還款金額**

每月還款金額	貸款金額:HK\$3,000,000	
	貸款期	30年
	按上述本行港元利率所釐訂的年化利率計算 每月還款金額	HK\$11,854 至 HK\$13,471
	按上述本行一個月香港銀行同業拆息所釐訂的 年化利率計算每月還款金額	HK\$11,854 至 HK\$13,471

**費用及收費**

手續費	不適用
逾期還款費用及收費	不適用
提前清償/提前還款/贖回契約的收費	<p><b>提前清償/提前還款的收費:</b></p> <ol style="list-style-type: none"> <li>於罰款期內提早償還貸款(全數/部份), 需收取提前清償/提前還款費用。有關其詳細資料, 請參閱貸款確認書。</li> <li>於罰款期後提早償還貸款(全數/部份), 需每次收取 HK\$500。</li> </ol> <p><b>贖回契約的收費:</b>                      每次 HK\$1,000</p>

**其他資料**

- 於 2021 年 08 月 30 日, 本行的港元最優惠利率(「P」)為 5.25%而一個月香港銀行同業拆息(「H」), 按本行於同日上午 11 時向銀行同業市場提供之報送為 0.06625%。
- 罰款期是指我行發放貸款當天起計的指定年內, 客戶要求提前清償/清還貸款, 我行需向客戶收取特定的費用。有關指定年期及特定的費用會按個別情況而定, 並會於貸款確認書中列明。

**Key Facts Statement (KFS) for Residential Mortgage Loan**
**Industrial and Commercial Bank of China (Asia) Limited (“the Bank”)**
**Residential Mortgage Loan**  
**AUGUST 2021**

**This product is a residential mortgage loan.**

**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 residential mortgage loan.**

**Interest Rates and Interest Charges**
**Annualised Interest Rate**

For a loan amount of HK\$3 million:

Loan Tenor	30 years
Annualized interest rate (or range of annualized interest rate) based on the Bank’s Best Lending Rate (BLR)	P – 2.75% to P – 1.75%
Annualized interest rate (or range of annualized interest rate) based on the Bank’s 1-month HIBOR	H + 1.3% to H + 2.2% Capped at P – 2.75% to P – 1.75%

**Annualised Overdue/ Default Interest Rate**

Annualised Overdue Interest Rate: 24% (applicable on monthly instalment) / 26% (applicable on bi-weekly instalment)  
 A formula of simple default interest rate: 2% flat on past due instalment amount monthly / 1% flat on past due instalment amount bi-weekly.  
 Annualised Default Interest Rate: 26.8%  
 Upon full demand by the Bank when the loan is overdue, the Bank reserve the right to charge 2% on the whole sums of outstanding balance compounded monthly, from the date of full demand until the date of full repayment of the whole sums.  
 Annualised Percentage Rate (APR) is calculated according to the method set out in the relevant guidelines referred to the Code of Banking Practice. A reference rate which includes the basic interest rate and other fees and charges of a product expressed as an annualised rate.

**Monthly Repayment Amount**
**Monthly Repayment Amount**

For a loan amount of HK\$3 million:

Loan Tenor	30 years
Monthly repayment amount for the annualised interest rate based on the Bank’s BLR above	HK\$11,854 to HK\$13,471
Monthly repayment amount for the annualised interest rate based on the Bank’s 1-month HIBOR above	HK\$11,854 to HK\$13,471

**Fees and Charges**
**Handling Fee**

NIL

**Late Payment Fee and Charge**

NIL

**Prepayment/ Early Settlement/ Redemption Fee**
**Prepayment/ Early Settlement Fee:**

- During the prepayment penalty period, prepayment/ early settlement fee will be charged if you fully/ partially repay the loan. Please refer to our offer letter for details.
- After the prepayment penalty period, HK\$500 will be charged if you fully/ partially repay the loan.

**Redemption of Title Deed:**

HK\$1,000 per request

**Additional Information**

- As of 30 Aug 2021, the BLR (“P”) of the Bank is 5.25% and the 1-month HIBOR (“H”) quoted by the Bank in the Hong Kong Interbank Hong Kong Dollar Market at or about 11:00a.m. (Hong Kong Time) is 0.06625%.
- Prepayment penalty period refers finance charge made for a prepayment or early settlement within a certain period may be levied. The charge and the certain period are determined on case-by-case basis, which are stated on the offer letter.