ICBC 中国工商银行（亚洲）

中國工商銀行(亞洲)有限公司
Industrial and Commercial Bank of China (Asia) Limited

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**	☐借款人 Borrower ☐業主 Mortgagor ☐擔保人 Guarantor ☐咨詢人 Referee	☐借款人 Borrower ☐業主 Mortgagor ☐擔保人 Guarantor ☐咨詢人 Referee	☐借款人 Borrower ☐業主 Mortgagor ☐擔保人 Guarantor ☐咨詢人 Referee
申請信用卡 **Apply Credit Card**	☐ 是 Yes ☐ 否 No	☐ 是 Yes ☐ 否 No	☐ 是 Yes ☐ 否 No
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**			
出生地 **Place of Birth**			
現居地址 **Current Home Address**			
家庭人數 **Household Size**			
子女人數 (如適用) **Number of Children** **(if applicable)**			
通訊地址 **Correspondence Address**	☐ 與現居地址一致 Same as Current Home Address	☐ 與現居地址一致 Same as Current Home Address	☐ 與現居地址一致 Same as Current Home Address
現居物業種類 **Current Home Type**	☐ 租用 Rented ($) ☐ 按揭 Mortgaged ($) ☐ 自置及沒有按揭 Self owned without mortgage ☐ 其他 Others :	☐ 租用 Rented ($) ☐ 按揭 Mortgaged ($) ☐ 自置及沒有按揭 Self owned without mortgage ☐ 其他 Others :	☐ 租用 Rented ($) ☐ 按揭 Mortgaged ($) ☐ 自置及沒有按揭 Self owned without mortgage ☐ 其他 Others :
居住年期 **Years of Residence**			
電話號碼 **Telephone No.**	住宅 Home 公司 Office 手提 Mobile	住宅 Home 公司 Office 手提 Mobile	住宅 Home 公司 Office 手提 Mobile
電郵地址 **Email Address**			
曾宣佈破產 /曾涉及 IVA 債務重組 **Declared Bankruptcy Before / Involved in IVA Before**	☐ 是 YES (請註明 Please Specify :) ☐ 否 NO	☐ 是 YES (請註明 Please Specify :) ☐ 否 NO	☐ 是 YES (請註明 Please Specify :) ☐ 否 NO
與第一履行人關係 **Relationship with Obligor 1**	自身 Self		
職業類別 **Employment Type**	☐ 固定收入 Regular Salaried ☐ 非固定收入 Non-Regular Salaried ☐ 自由工作人士 Freelance ☐ 自僱人士 (# 佔 10%或以上之股權) Self-employed (# Own shares of 10% or more)	☐ 固定收入 Regular Salaried ☐ 非固定收入 Non-Regular Salaried ☐ 自由工作人士 Freelance ☐ 自僱人士 (# 佔 10%或以上之股權) Self-employed (# Own shares of 10% or more)	☐ 固定收入 Regular Salaried ☐ 非固定收入 Non-Regular Salaried ☐ 自由工作人士 Freelance ☐ 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)

抵押物業資料 Secured Property Information

抵押物業地址 **Secured Property Address**	☐連天台/平台 with Roof / Flat Roof ☐連花園 with Garden ☐連車位號碼 with Car Parking Space No. _____		
抵押物業類別 **Secured Property Type**	☐住宅 Residential Property (☐多層式住房 Multi-Storey Residential Bldg. ☐村屋 Village House ☐唐樓 Chinese Tenement ☐獨立屋 House) ☐車位 Car Parking Space ☐寫字樓 Office ☐工業單位 Industrial Unit ☐舖位 Shop		
購入價格 (如為新購置物業) **Purchase Price (for new purchase property)**		首期資金來源 (如為新購置物業) **Main Source of Fund for Down Payment (for new purchase property)**	☐ 儲蓄 Savings ☐ 饋贈 Gift ☐ 借貸 Borrowing ☐ 其他 Others _____
印花稅總金額 **Total Amount of Stamp Duty**	港幣 HKD	每月租金收入(如適用) **Monthly Rental Income (if applicable)**	港幣 HKD
發展商現金回贈/優惠詳情(如有) **Details of cash rebate / incentives offered by Developer (if any)**			

貸款資料 Loan Information

貸款金額 **Loan Amount**	港幣 HKD	**貸款類別** **Loan Type**	☐ 樓宇按揭分期 Mortgage Instalment Loan ☐ 其他 Others :
貸款用途 **Loan Purpose**	☐ 購置新居 Financing of new purchase property ☐ 一手市場 Primary Market / ☐ 二手市場 Secondary Market ☐ 樓宇轉按 Refinancing of existing mortgage with other bank ☐ 現契再融資 Refinancing of mortgage-free property ☐ 本行樓宇按揭加按 Top up against existing mortgage with ICBC (Asia) ☐ 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)**

物業交易支付安排（「支付安排」）
Payment Arrangement for Property Transactions ("PAPT")

如支付安排適用於本申請中擬進行的轉按交易，以作為支付按揭貸款款項的方法。 Where PAPT is applicable to my / our refinancing transaction contemplated in this application as the means for payment of mortgage loan proceeds:

☐ 本人 / 吾等同意採用支付安排。本人 / 吾等進一步同意 I/We agree to adopt the PAPT. I/We further agree that:

(a) 中國工商銀行（亞洲）擁有最終酌情權決定支付安排是否適用；以及 ICBC (Asia) has the final discretion in determining whether the PAPT is applicable; and

(b) 中國工商銀行（亞洲）和中國工商銀行（亞洲）的律師可以向原按揭貸款機構及其律師披露本申請中擬進行的轉按安排，但該披露限於純為實行支付安排而僅需要的用途。ICBC (Asia) and ICBC (Asia)'s solicitor may disclose the refinancing arrangement as contemplated in this application to the original mortgage institution and its solicitor to the extent strictly necessary and solely for the purpose of effecting the PAPT.

☐ 本人 / 吾等不同意採用支付安排 I/We DO NOT agree to adopt the PAPT.
理由 Reason: ☐ 不適用 Not applicable ☐ 其它理由 Other reason _____

受限於客戶與中國工商銀行（亞洲）將簽署的信貸函中的條款及細則，支付安排如下 Subject to the terms and conditions in the facility letter to be entered into between the customer(s) and ICBC (Asia), PAPT as below:

i. 轉按交易款項不會經過律師樓處理 Refinancing loan monies will not pass-through law firms;
ii. 中國工商銀行（亞洲）將在放款日透過本地同業撥賬/直接轉賬形式直接把轉按交易款項匯入原有按揭機構（如有）Refinancing loan monies will be remitted directly from ICBC (Asia) to the original mortgage institution via Clearing House Automated Transfer System ("CHATS") / direct transfer on drawdown day (if any);
iii. 當轉按貸款金額不足以清償原有按揭貸款時，餘下款項將須由客戶以本票方式或在原有按揭機構的還款賬戶中扣除 Any part of the redemption amount under the existing mortgage not covered by the refinancing loan will be paid by way of cashier's order procured by the customer(s) under the existing mortgage or by debit of that customer's repayment account with the original mortgage institution;
iv. 套現金額在放款日當天存入客戶在中國工商銀行（亞洲）之賬戶內 (如有) Cash Out Amount to be credited to customer's account under ICBC (Asia) on drawdown day (if any);
v. 如客戶欲撤銷支付安排，須於不少於放款日前 5 個工作天以書面指示通知中國工商銀行（亞洲）Customer(s) should inform ICBC (Asia) by a notice in writing at least 5 business days prior to the drawdown day if he/they wish(es) to withdraw from the adoption of PAPT.

貸款計劃
Loan Scheme

☐ 一般按揭貸款計劃(按揭成數上限 7 成) Conventional Mortgage Loan Scheme (Maximum Loan Ratio 70%)
☐ 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.)
☐ 按揭保險計劃 (按揭成數 7 成以上) Mortgage Insurance Programme (Loan Ratio over 70%)
- ☐ 保費年繳 Annual Premium Payment
- ☐ 保費一次過繳付 (向銀行貸款) Single Premium Payment (Premium financed by the loan)
- ☐ 保費一次過繳付 (不向銀行貸款) Single Premium Payment (Premium not financed by the loan)

☐ 其他 Others : _____

還款期 **Repayment Tenor**	月 Month	**還款周期** **Repayment Cycle**	☐ 每月一次 Monthly ☐ 每兩星期一次 Bi-weekly (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**	☐ 固定年期 Fixed Tenor ☐ 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 :)	**律師相關費用** **Legal Fee**	港幣 HKD
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 :	☐發展商 Developer ☐香港特區政府 HKSAR Govt. ☐香港按證保險有限公司 HKMCI ☐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**	☐ 綜合火險 Master Policy ☐ 經由貴 銀行安排轉介 Bank's Referral Arrangement [1] (請填妥附件一 Please fill in Appendix 1) ☐ 由履行人自行安排 Self Arrangement (保險公司 Insurance Company [3, 4]:_____) (保費金額 Premium Amount: 港幣 HKD_____) (如適用 if applicable)
投保額 **Insured Amount**	☐ 原貸款額 Original Loan Amount ☐ 貸款餘額 Outstanding Loan Amount ☐ 重置價值 Reinstatement Value[6] 注意 Note: 若選擇經由本行安排轉介的申請人沒有剔選投保額，將被默認為「貸款餘額」。 "Outstanding Loan Amount" will be the default insured amount if you choose Bank's Referral Arrangement but do not specify.

火險安排聲明 Declaration for Fire Insurance Arrangement

1. 本人/吾等有責任向中國工商銀行（亞洲）提交一份有效並為認可保險公司發出之有效實體/或數碼式按揭物業火險保單及保費收據。I/We agree submit to ICBC (Asia) a valid original/ digital fire insurance policy issued by the bank panel insurance company with receipt.

2. 本人/吾等有責任通知中國工商銀行（亞洲）有關本人/吾等更改火險投保/續保形式之安排。I/We agree to notify ICBC (Asia) if any changes of fire insurance / renewal arrangement.

3. 本人/吾等須於提取貸款或火險保單到期前 14 天提交一份由中國工商銀行（亞洲）認可保險公司發出之有效實體/或數碼式按揭物業火險保單/續保保單及保費收據，以證明本人/吾等已持有有效之按揭物業火險保障。I/We shall submit a valid original/ digital fire insurance policy/renewal policy issued by panel insurance company with receipt 14 days prior to the draw down date or the expiry of the relevant insurance policy.

4. 若未能符合上述 1-3 的要求，本人/吾等同意及授權中國工商銀行（亞洲）轉介予怡安保險顧問有限公司「保險經紀」，向保險經紀提交所有所須之個人及按揭貸款相關資料，以作火險安排之用途，由保險經紀為本人/吾等審視及或安排相關火險保障範圍並確保於按揭放貸款放款時及保險生效期間得到所需之保額，並同意及要求保險經紀安排保單自動按年續保，直至全數清償於中國工商銀行（亞洲）持有的按揭貸款為止。若本人/吾等於往年並非透過中國工商銀行（亞洲）轉介予保險經紀安排，投保額將設定為「貸款餘額」。屆時，一筆不獲退還的款項(包括由保險經紀及/或保險公司所徵收的火險保費及合理相關費用)可從本人/吾等的按揭供款戶口或已在中國工商銀行（亞洲）開立的賬戶中扣除，而無須另行通知。If I/we fail to fulfilled the requirements of above items 1-3, I/we agree and authorize ICBC (Asia) to send all my/our necessary personal data and other relevant mortgage loan data to Aon Hong Kong Limited (the "insurance broker") for the purpose of processing the fire insurance application and arrange the fire insurance coverage to ensure the insured amount is sufficient both on commencement of the mortgage and during the insurance period. Policy will be automatically renewed on annual basis until the mortgage loan settled. If I/we do not arrange fire insurance via ICBC (Asia) referral arrangement in last year, "Outstanding Loan Amount" will be the defaulted insured amount. ICBC (Asia) is allowed to debit a sum (including the fire premium and a reasonable amount of administrative cost for arranging such fire insurance policy charged by the insurance broker and/or insurance company) from my/our loan repayment account or saving/current account under ICBC (Asia) without further notice.

5. 本人/吾等須全面負責基於保險賠償金額不足以支付物業重建費用而出現的差額。I/We will be fully responsible for any shortfall between the cost of reinstating the insured property and the payout of the fire insurance.

6. 若保額為重置價值，本人/吾等須於提取貸款或火險保單到期前 14 天提交一份由中國工商銀行（亞洲）認可估值公司發出，並內含重置價值之有效按揭物業估值報告; I/We shall submit to ICBC (Asia) a valid valuation report that indicate the reinstatement value being issued by the bank panel surveyor company 14 days prior to the draw down date or the expiry of the relevant fire insurance policy.

7. 中國工商銀行（亞洲）不負責本人/吾等就承保範圍失效或未能成功續期蒙受的任何損失。ICBC (Asia) is not liable to me/us for any loss I/we suffer in connection with any lapse in insurance coverage or failure to renew.

以下適用於由中國工商銀行（亞洲）安排的火險轉介。不論是由本人/吾等透過本表格所選擇，或因本人/吾等未能提供有效實體/或數碼式按揭物業火險保單證明及保費收據，而須要由中國工商銀行（亞洲）安排轉介。The following is applicable for fire insurance by ICBC (Asia) referral arrangement, whether as chosen me/us in this document or subsequently referred by ICBC (Asia) on my/our behalf due to my/our failure to take out valid original / digital fire insurance policy with receipt.

1. 本人/吾等同意及授權中國工商銀行（亞洲）可從本人/吾等的按揭供款戶口或已在中國工商銀行（亞洲）開立的賬戶中扣除一筆不獲退還的款項(包括火險保費及合理相關費用)，而無須另行通知。本人/我們有責任: I/We agree and authorize ICBC (Asia) to debit a sum (including the fire insurance premium and reasonable related charges for arranging such fire insurance policy) from my/our loan repayment account or saving/current account without further notice. I/We shall be responsible for:

(i) 提供的按揭物業火險的證明符合中國工商銀行（亞洲）要求 provide valid fire insurance policy acceptable by ICBC (Asia) ;

(ii) 提取貸款或火險保單到期前 14 天提交一份由中國工商銀行（亞洲）認可保險公司發出之有效實體/或數碼按揭物業火險保單/續保保單及保費收據，以證明本人/吾等已持有有效之按揭物業火險保障。submit a valid original/ digital fire insurance policy/renewal policy issued by the bank panel insurance company with receipt 14 days prior to draw down date or expiry date of the relevant insurance policy.

2. 本人/吾等同意及授權火險保費及合理相關費用在投保/續保時直接從本人/吾等的按揭供款戶口或已在中國工商銀行（亞洲）開立的賬戶中扣除，並支付予保險經紀及/或保險公司。I/We agree and authorize the fire insurance premium and reasonable related charges to be deducted directly from my/our loan repayment account or saving/current account opened with ICBC (Asia) and paid to the insurance broker and/or insurance company at the time of application/renewal of the policy

3. 本人/吾等承諾在本人/吾等之賬戶備存足夠存款，以支付相關款項。I/We undertake to keep sufficient funds in my/our account to enable ICBC (Asia) to carry out the instruction.

4. 若本人/吾等沒有剔選投保額，而按揭物業火險須要由中國工商銀行（亞洲）安排轉介，投保額將被默認為「貸款餘額」。"Outstanding Loan Amount" will be the default insured amount if choose Bank's Referral Arrangement but do not specify.

5. 本人/吾等明白此表格不構成保險合約。I/We understand that this form will not constitute a contract of insurance.

6. 若本按揭申請不被提取，火險保單申請將不會被受理。Fire insurance application will not be proceeded if this mortgage loan application is not drawdown.

7. 中國工商銀行（亞洲）只作為火險安排之轉介人。中國工商銀行（亞洲）之職員並不以保險中介身份行事，亦不代表上述保險經紀。所有保險顧問服務及/或保險產品均由保險經紀提供而非中國工商銀行（亞洲）提供。此表格上所收集之資料將轉交保險經紀用作審視及或安排相關火險保障範圍並確保於提取按揭貸款後及保險生效期間得到所需之保額覆蓋。ICBC (Asia) is merely acting as a referrer regarding the fire insurance arrangement. The staff of ICBC (Asia) is neither acting in the capacity of an insurance intermediary nor representing the insurance broker. The insurance advisory services and/or products are provided by the insurance broker but not ICBC (Asia). The personal data collected in this form will be transferred to the insurance broker for the purpose of reviewing and/or arranging the fire insurance coverage to ensure the insured amount is sufficient both after mortgage loan drawdown and during the validation period of insurance.

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(「中國工商銀行（亞洲）」)或其分行、附屬公司或同集團附屬公司，或中國工商銀行（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) 中國工商銀行（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) 中國工商銀行（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.

☐ 否，但本人承諾如將來有此發生，本人將以書面通知中國工商銀行（亞洲）。No, but I shall inform ICBC (Asia) in writing should such relationship arise in future.

☐ 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):

☐ 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中國工商銀行（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「補充資料文件」。For the definitions of these terms and a list of the above mentioned entities, please refer to "Supplementary Information Document".

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							
其他開支 (港幣) Monthly Expenses (HKD)							
非債務每月開支 Monthly expenses excluding debts							
資產資料 (港幣) Asset Information (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 :

1. 本人/吾等確認財務資料及信貸資料服務機構信貸報告內的債務及並無其他債務不在此列。
I/We acknowledge the debts in Financial Details and the debts on Credit Reference Agencies Credit Report and have no others debts that are not disclosed herein.

2. 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 ;

3. 貴　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 ;

4. 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 1 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;

5. 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;

6. 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;

7. 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 in 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;

8. 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/吾等知悉可選用貴　銀行認可名單上的保險公司購買火險，或倘若聘請非貴　銀行認可名單上的保險公司需要得到貴　銀行的批核。本人/吾等亦同意及明白如聘請非貴　銀行認可名單上的保險公司所涉及的手續, 有關保險公司須符合的任何準則(例如:任何最低保單承保範圍)，與所涉及的額外費用及開支由本人/吾等負責；
本人/吾等明白若未能在提取貸款時或保單到期日前或按揭貸款期間提供有效實體/或數碼式按揭物業火險保單及保費收據，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　銀行向保險經紀提交所有所須之個人及按揭貸款相關資料，保單亦將自動按年續保。若本人/吾等於往年並非透過貴　銀行轉介予保險經紀安排，投保額將設定為「貸款餘額」。屆時，一筆不獲退還的款項(包括由保險經紀及/或保險公司所徵收的火險保費及合理相關費用)可從本人/吾等的按揭供款戶口或已在貴　銀行開立的賬戶中扣除，而無須另行通知；
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 am/we are aware of the related valuation and extra costs or fees (if applicable).I/We acknowledge that I/We may choose the insurers on the approved list of the Bank for purchasing fire insurance, and if I/We intend to choose insurers not on the approved list of the Bank, such choice is subject to the Bank's approval. I/We agree and understand the procedures involved, any criteria to be fulfilled by the insurers (e.g. any minimum policy cover) and all additional costs and fees incurred as a result of choosing insurers not on the approved list of the Bank shall be borne by me/us. I/We understand if fail to provide a valid original/ digital fire insurance policy/renewal policy with 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 send all my/our necessary personal data and other data to the insurance broker for the purpose of processing the fire insurance application. Policy will be automatically renewed on annual basis. If I/we do not arrange fire insurance via ICBC (Asia) referral arrangement in last year, "Outstanding Loan Amount" will be the defaulted insured amount. ICBC (Asia) is allowed to debit a sum (including the fire premium and a reasonable amount of administrative cost for arranging such fire insurance policy) charged by the insurance broker and/or insurance company from my/our loan repayment account or saving/current account under ICBC (Asia) without further notice;

9. 本人/吾等已知悉在申請按揭及將有關物業的火險保單續保時，本人/吾等可選擇(向不論是否在貴　銀行的認可名單上的保險公司)購買火險保單，或採用有關物業的總火險保單(若該總火險保單存在並為貴　銀行所接受)。如果本人/吾等選擇採用該總火險保單，貴　銀行一般不會再就火險保單事宜向本人/吾等收取任何費用。然而，在合理情況下，貴　銀行可要求本人/吾等購買該總火險保單以外的額外火險，而若貴　銀行作出如此要求，應給予本人/吾等其理由；
I/We acknowledge that upon mortgage applications and renewals of the fire insurance policy on the property that I/We may choose to take out a fire insurance policy (whether from an insurer on the approved lists of the Bank or not), or to adopt the master fire insurance policy of the property (where the same exists and is acceptable to the Bank). The Bank would normally not charge any fee in respect of fire insurance policy if I/We choose the master fire insurance policy option. The Bank may however require me/us to take out fire insurance in addition to such master fire insurance policy under reasonable circumstances, and in doing so, the Bank should provide the reason to me/us.

10. 本人/吾等知悉本人/吾等可選用貴　銀行認可名單上的律師同時代表本人/吾等及貴　銀行擬備物業按揭文件，並須支付該律師代表雙方的法律費用；　本人/吾等亦知悉本人/吾等有權另行聘用律師（不論該律師是否在貴　銀行認可名單上）代表本人/吾等，以及此做法對費用造成的影響，包括但不限於一方的律師在查閱對方律師的文件方面所涉及的額外工作的費用。如本人/吾等決定另行聘用律師代表本人/吾等，需要同時支付(1)由貴　銀行選用代表貴　銀行的律師和(2)由本人/吾等選用代表本人/吾等的律師的一切費用。
I/We acknowledge that I/We may engage solicitors on the approved list of the Bank to represent both myself/ourselves and the Bank to prepare the property mortgage documentation, and that I/We shall be liable for the fees of such solicitors who will be representing both parties.　I/We further acknowledge that I/We have the right to engage separate solicitors (whether on the approved list of the Bank or not) to represent just myself/ourselves, and the fees implication of exercising such right including but not limited to fees incurred as a result of additional work done by the solicitors representing a party when reviewing documents received from the solicitors representing the other party. If I/We should decide to engage separate solicitors to represent myself/ourselves, I/We shall be liable for all fees payable to (1) the solicitors engaged by the Bank to represent the Bank and (2) the solicitors engaged by me/us to represent myself/ourselves.

11. 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 ;

12. 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 ;

13. 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 ;

14. 當作出此聲明之前，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;

15. 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貴　銀行，本人/吾等明白到如不將此改變告知貴　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;

16. 本人/吾等同意按貴　銀行所訂之方式償還融資結欠、相關利息及費用，並同意若在融資服務的貸款期間內遇上還款困難，得儘早通知貴　銀行。
I/We agree to repay the outstanding, relevant interest and charges, in each case as specified by ICBC (Asia) and agree to inform ICBC (Asia) as soon as possible of any difficulty in repaying or servicing the term of facility.

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:

☐ 不涉及中介代理轉介
This application is not referred by a referral agent

☐ 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 ：

☐ 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

☐ 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 ：

☐ 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

☐ 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/優惠佔貸款金額的佰分比
Percentage of rebate or incentive to the Loan Amount

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
☐ 同意（附同意書*） Agree (Consent Letter Enclosed*) ☐ 不同意 Disagree	☐ 同意（附同意書*） Agree (Consent Letter Enclosed*) ☐ 不同意 Disagree	☐ 同意（附同意書*） Agree (Consent Letter Enclosed*) ☐ 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 ： I.V.	簽署 Signed by ： I.V.	簽署 Signed by ： I.V.
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
Form 1 – Consent relating to mortgage data

為助信貸資料服務機構設立一個全面數據庫，以使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、按揭人或擔保人身分)遭拒絕或不獲處理。

For the purpose of setting up a comprehensive database by Credit Reference Agencies for mortgage data sharing among all Credit Providers, 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.

「信貸提供者」指在香港獲核准加入多家個人信貸資料服務機構模式的信貸提供者。
"Credit Provider" means a credit provider in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model.

「信貸資料服務機構」指在香港獲核准加入多家個人信貸資料服務機構模式的信貸資料服務機構。
"Credit Reference Agency" means a credit reference agency in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model.

「現存按揭貸款」指任何或全部貴 銀行及/或任何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、按揭人或擔保人身分，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 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或更正的任何資料)：
"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 or corrected 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、按揭人或擔保人身分，以及不論以本人單名或與其他人士聯名方式)在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 (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信貸提供者。
"Relevant Credit Providers" refers to any or all Credit Providers 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不時給予所有信貸資料服務機構及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, from time to time, all Credit Reference Agencies and all other Credit Provider 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、按揭人或擔保人身分)向貴 銀行作出新按揭貸款申請的事實轉移予信貸資料服務機構（包括任何其所使用的中央數據庫）；
the transfer to Credit Reference Agencies (including through any centralized database used by Credit Reference Agencies from time to time) 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) 信貸資料服務機構查閱信貸資料服務機構數據庫（包括以其名義維持的任何數據庫）是否存有本人的按揭宗數，如否，信貸資料服務機構將透過向所有其他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，向不包括貴 銀行在內的所有信貸提供者查詢，藉此查核本人是否持有任何其他信貸提供者的任何現存按揭貸款(不論以借款人、按揭人或擔保人身分)。信貸資料服務機構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；
Credit Reference Agencies checking if my Mortgage Count is on the Credit Reference Agencies' database (including any database maintained on their behalf) and, if it is not, Credit Reference Agencies making enquiries with all Credit Providers 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 Credit Providers to check if there are any existing mortgage loans held by me (whether as a borrower, mortgagor or guarantor) with any other Credit Provider, and each Credit Reference Agency 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信貸資料服務機構提供本人的按揭資料；
releasing my Mortgage Data to Credit Reference Agencies by each of the Relevant Credit Providers;

(d) 信貸資料服務機構將其從貴 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信貸資料服務機構的數據庫（包括任何其所使用的中央數據庫）及統計本人的按揭宗數；
Credit Reference Agencies uploading all my Mortgage Data obtained from the Bank and each of the Relevant Credit Providers onto their databases (including any centralized database used by them) and compiling my Mortgage Count;

(e) 信貸資料服務機構向貴 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；
Credit Reference Agencies 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、按揭人或擔保人身分)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) 檢討或更新已向本人提供的任何按揭貸款；
reviewing or renewing any mortgage loans granted to me;

(3) 如出現拖欠還款超過 60 日的欠帳，檢討任何已向本人(不論以借款人、按揭人或擔保人身分)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;

(4) 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、按揭人或擔保人身分)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

(5) 檢討任何已向本人(不論以借款人、按揭人或擔保人身分)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償還債務安排、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 scheme of arrangement, debt restructuring, rescheduling or other modification of the terms of any credit facility initiated by my request;

(6) 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分)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

(f) 就此按揭貸款申請，貴 銀行向作為按揭貸款共同借款人、共同按揭人或共同擔保人(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、按揭人或擔保人身分)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所有信貸資料服務機構的通知指出全部信貸提供者授予本人(不論以借款人、按揭人或擔保人身分)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 all Credit Reference Agencies that all credit facilities (including mortgage loans) granted by Credit Providers 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每個信貸資料服務機構依據上述(a)至(f)行事。**
give consent to the Bank, each of the Relevant Credit Providers and each Credit Reference Agency to act in accordance with (a) to (f) 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信貸提供者(包括貴 銀行)和/或信貸資料服務機構作出的有關提供、使用、獲取、計算和/或維持本人的按揭資料和按揭宗數的同意。若本人欲撤回曾作出的同意，本人須簽署另外致有關信貸提供者和信貸資料服務機構的撤回表格；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 (including the Bank) and/or Credit Reference Agency(ies) 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 a separate withdrawal form addressing to the relevant Credit Provider(s) and Credit Reference Agency(ies); and

(ii) 儘管本人的按揭資料將不會被貴 銀行轉移到任何信貸資料服務機構，如此按揭貸款申請獲批核及提取，貴 銀行將轉移有關該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信貸資料服務機構(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 any Credit Reference Agencies by the Bank, if the mortgage loan under application is granted and drawndown, the items of personal data listed in the definition of "Mortgage Data" with respect to the new mortgage loan granted and drawndown will be transferred to Credit Reference Agencies by the Bank as set out in the [Personal Information Collection Statement] of the Bank provided to me.

I.V.	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(適用於拒絕給予表格一同意的客戶) - 有關按揭申請資料的同意
Form 2 (To be obtained from customer who declines to give consent in Form 1) - Consent relating to mortgage application data

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」)就查閱信貸報告（該信貸報告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)在信貸提供者不時持有的未償還按揭貸款合計宗數)向信貸資料服務機構提供本人(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 Credit Reference Agencies 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 (whether as a borrower, mortgagor or guarantor, and whether in my sole name or in joint names with others) from time to time).

I.V.	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
Form 1 – Consent relating to mortgage data

為助信貸資料服務機構設立一個全面數據庫，以使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、按揭人或擔保人身分)遭拒絕或不獲處理。

For the purpose of setting up a comprehensive database by Credit Reference Agencies for mortgage data sharing among all Credit Providers, 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.

「信貸提供者」指在香港獲核准加入多家個人信貸資料服務機構模式的信貸提供者。
"Credit Provider" means a credit provider in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model.

「信貸資料服務機構」指在香港獲核准加入多家個人信貸資料服務機構模式的信貸資料服務機構。
"Credit Reference Agency" means a credit reference agency in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model.

「現存按揭貸款」指任何或全部貴 銀行及/或任何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、按揭人或擔保人身分，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 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或更正的任何資料)：
"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 or corrected 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、按揭人或擔保人身分，以及不論以本人單名或與其他人士聯名方式)在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 (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信貸提供者。
"Relevant Credit Providers" refers to any or all Credit Providers 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不時給予所有信貸資料服務機構及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, from time to time, all Credit Reference Agencies and all other Credit Provider 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、按揭人或擔保人身分)向貴 銀行作出新按揭貸款申請的事實轉移予信貸資料服務機構（包括任何其所使用的中央數據庫）；
the transfer to Credit Reference Agencies (including through any centralized database used by Credit Reference Agencies from time to time) 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) 信貸資料服務機構查閱信貸資料服務機構數據庫（包括以其名義維持的任何數據庫）是否存有本人的按揭宗數，如否，信貸資料服務機構將透過向所有其他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，向不包括貴 銀行在內的所有信貸提供者查詢，藉此查核本人是否持有任何其他信貸提供者的任何現存按揭貸款(不論以借款人、按揭人或擔保人身分)。信貸資料服務機構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；
Credit Reference Agencies checking if my Mortgage Count is on the Credit Reference Agencies' database (including any database maintained on their behalf) and, if it is not, Credit Reference Agencies making enquiries with all Credit Providers 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 Credit Providers to check if there are any existing mortgage loans held by me (whether as a borrower, mortgagor or guarantor) with any other Credit Provider, and each Credit Reference Agency 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信貸資料服務機構提供本人的按揭資料；
releasing my Mortgage Data to Credit Reference Agencies by each of the Relevant Credit Providers;

(d) 信貸資料服務機構將其從貴 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信貸資料服務機構的數據庫（包括任何其所使用的中央數據庫）及統計本人的按揭宗數；
Credit Reference Agencies uploading all my Mortgage Data obtained from the Bank and each of the Relevant Credit Providers onto their databases (including any centralized database used by them) and compiling my Mortgage Count;

(e) 信貸資料服務機構向貴 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；
Credit Reference Agencies 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、按揭人或擔保人身分)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) 檢討或更新已向本人提供的任何按揭貸款；
reviewing or renewing any mortgage loans granted to me;

(3) 如出現拖欠還款超過 60 日的欠帳，檢討任何已向本人(不論以借款人、按揭人或擔保人身分)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;

(4) 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、按揭人或擔保人身分)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

(5) 檢討任何已向本人(不論以借款人、按揭人或擔保人身分)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償還債務安排、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 scheme of arrangement, debt restructuring, rescheduling or other modification of the terms of any credit facility initiated by my request;

(6) 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分)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

(f) 就此按揭貸款申請，貴 銀行向作為按揭貸款共同借款人、共同按揭人或共同擔保人(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、按揭人或擔保人身分)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所有信貸資料服務機構的通知指出全部信貸提供者授予本人(不論以借款人、按揭人或擔保人身分)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 all Credit Reference Agencies that all credit facilities (including mortgage loans) granted by Credit Providers 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每個信貸資料服務機構依據上述(a)至(f)行事。**
give consent to the Bank, each of the Relevant Credit Providers and each Credit Reference Agency to act in accordance with (a) to (f) 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信貸提供者(包括貴 銀行)和/或信貸資料服務機構作出的有關提供、使用、獲取、計算和/或維持本人的按揭資料和按揭宗數的同意。若本人欲撤回曾作出的同意，本人須簽署另外致有關信貸提供者和信貸資料服務機構的撤回表格；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 (including the Bank) and/or Credit Reference Agency(ies) 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 a separate withdrawal form addressing to the relevant Credit Provider(s) and Credit Reference Agency(ies); and

(ii) 儘管本人的按揭資料將不會被貴 銀行轉移到任何信貸資料服務機構，如此按揭貸款申請獲批核及提取，貴 銀行將轉移有關該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信貸資料服務機構(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 any Credit Reference Agencies by the Bank, if the mortgage loan under application is granted and drawndown, the items of personal data listed in the definition of "Mortgage Data" with respect to the new mortgage loan granted and drawndown will be transferred to Credit Reference Agencies by the Bank as set out in the [Personal Information Collection Statement] of the Bank provided to me.

I.V.	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(適用於拒絕給予表格一同意的客戶) - 有關按揭申請資料的同意
Form 2 (To be obtained from customer who declines to give consent in Form 1) - Consent relating to mortgage application data

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」)就查閱信貸報告（該信貸報告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)在信貸提供者不時持有的未償還按揭貸款合計宗數)向信貸資料服務機構提供本人(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 Credit Reference Agencies 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 (whether as a borrower, mortgagor or guarantor, and whether in my sole name or in joint names with others) from time to time).

I.V.	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*

僅供銀行填寫
表格序列號：______

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、有限制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。

爲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][1] 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)有限公司爲受益人的押記 / 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。

土地註冊處向相關物業業主發出的通知

☐* [本人 / 我們] 要求並同意土地註冊處向下文所提供的指定電郵地址發送包含上文 (c) 款所述資料的電郵通知。
接收通知的指定電郵地址 [2]：

|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|

請注意，土地註冊處只使用所提供的電郵地址作電子服務用途。若電郵地址有任何後續更改，或閣下 / 貴公司不希望收到土地註冊處的通知，敬請聯繫中國工商銀行(亞洲)有限公司進行更新。

☐* [本人 / 我們]不希望收到包含上文 (c) 款所述資料的土地註冊處電郵通知。

1. 若物業為共同擁有物業，所有共同業主均須簽署同意書。
2. 請注意，僅可指定一個電郵地址代表所有共同業主接收通知。

* 請在適當的空格內填上「✓」號。

[本人 / 我們]特此確認，[本人 / 我們]於本表格內表述的同意涵蓋下列相關物業的電子服務，並取代任何之前就相同相關物業所作的任何同意/撤回同意的指示：

物業地址	業主姓名 / 名稱	業主身份證明文件號碼 / 公司編號	業主簽名	日期	見證人 / 核實簽名的律師或銀行職員 *[姓名及簽名]*

僅供銀行填寫 *(下列相關物業的物業參考編號將於中國工商銀行(亞洲)有限公司申請訂購電子服務時向土地註冊處提供)*	
物業參考編號	**物業地址**
	與上述地址相同
	與上述地址相同
	與上述地址相同

銀行職員姓名及簽名：	客戶編碼：
日期：	備註：

中國工商銀行(亞洲)有限公司
Industrial And Commercial Bank of China (Asia) Limited

Bank Use Only
Form sequence number: ________

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][1] 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.

Land Registry notifications to Property owners

☐* [I/We] request and agree to the Land Registry sending email notifications containing the information set out in (c) to the designated email address provided below.
Designated email address for receiving notifications[2]:

|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|

Please note that the email address provided will only be used for the Service by the Land Registry. If there is any subsequent change of email address or if you do not wish to receive notifications from the Land Registry, please contact Industrial and Commercial Bank of China (Asia) Limited for update.

☐* [I/We] do not wish to receive email notifications from the Land Registry containing the information set out in (c).

1. Where property is co-owned, all co-owners are required to sign the consent form.
2. Please note that only one designated email address may be nominated to receive notifications on behalf of all co-owners.

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

[I/We] hereby confirm that [my/our] consent given in this form relates to the Service in respect of the following Property and will supersede any consents/withdrawal given previously on the same Property:

Address of Property	Name of Owner(s)	Identification Document No./Company Registration No. of Owner(s)	Signature of Owner(s)	Date	Witnessed by / Signature verified by a solicitor or bank officer *[Name & Signature]*

Bank Use Only (The Property Reference Number(s) in respect of the Property is/are set out below which will be provided to the Land Registry in the application for the subscription of the Service by Industrial and Commercial Bank of China (Asia) Limited)	
Property Reference Number	**Address of Property**
	Same as the above property address
	Same as the above property address
	Same as the above property address

Bank Staff Name & Signature:	C.I. No.:
Date:	Remarks:

ICBC 中国工商银行（亚洲）

中國工商銀行(亞洲)有限公司
Industrial And Commercial Bank of China (Asia) Limited

附件一 **Appendix 1**

火險轉介授權書（保險經紀）
Fire Insurance Referral Authorization Form (Insurance Broker)

業主姓名 **Name of Property Owner(s)**	中文： 英文：			
物業地址 **Property Address**	**室** **Flat**	**樓** **Floor**	**座** **Block**	
	大廈 **Building**			
	街道 **Street**			
	區 **District**		☐ 香港 HK ☐ 九龍 KLN ☐ 新界 NT	
	車位 **Car Park No.**	**天台** **Roof**	**平台** **Roof**	**花園** **Garden**
通訊地址 **Correspondence Address**	☐ 與上述物業地址相同 Same as the above property address			
聯絡電話號碼 **Contact Tel No.**		**電郵** **Email**		
預計放款日期 **Expected Drawdown Date**		**貸款金額** **Loan Amount**	港幣 HKD	

☐ 本人/吾等同意及要求火險經中國工商銀行(亞洲)有限公司(「中國工商銀行（亞洲）」)轉介怡安保險顧問有限公司(「保險經紀」)安排 。I / We hereby agree and request AON Hong Kong Limited (the "insurance broker") to arrange my/ our fire insurance coverage that referred by Industrial and Commercial Bank of China (Asia) Limited "ICBC (Asia)".

☐ 本人/吾等同意及要求保險經紀安排自動續保及自動轉賬交付保費，直至全數清償於中國工商銀行（亞洲）持有的按揭貸款為止 。I/ We hereby agree and request insurance broker to arrange the mortgage fire insurance renewal and autopay for premium payment on behalf of me/us until the end of the mortgage loan with ICBC (Asia).

注意 Note: 須附上「自動轉賬-直接付款授權書」must submit "Direct Debit Authorisation" form

投保額 Sum Insured

☐ 原貸款額 Original Loan Amount ☐ 貸款餘額 Outstanding Loan Amount ☐ 重置價值 Reinstatement Value

注意 Note: 若沒有剔選投保額，將被默認為「貸款餘額」。"Outstanding Loan Amount" will be the default insured amount if do not specify.

個人資料收集聲明 Personal Information Collection Statement

1. 為滿足按揭貸款申請要求，本人/吾等同意及要求保險經紀審視及/或安排符合保障範圍之相關火險，以確保抵押物業於提取按揭貸款後及保險生效期間得到所需之保額覆蓋。To fulfill the term of the mortgage loan application, I/ we hereby agree and request for the review of the fire insurance coverage and / or the arrangement of proper fire insurance by insurance broker so that the insured amount is sufficient both after mortgage loan drawdown and during the validation period of insurance.
2. 個人資料的提供完全是自願性質。然而，如你選擇不向我們提供個人資料，則我們可能無法為你提供有關的資訊或服務，或處理你的要求。The provision of the personal data is voluntary. However, if you elect not to provide the data to us, we may not be able to supply you with the relevant information or services or to process your request.
3. 中國工商銀行（亞洲）只作為轉介人。本表格上所收集之資料將轉交保險經紀用作審視及/或安排相關火險保障範圍並確保於提取按揭貸款後及保險生效期間得到所需之保額覆蓋；發出繳交保費通知及向閣下收取保費、保費徵費及欠款；執行任何與火險有關的產品或服務的任何更改、變更、取消及續期。保險經紀將聯絡閣下及處理閣下對保險經紀所提供之保險顧問服務及/或保險產品的任何查詢及要求。ICBC (Asia) is merely acting as a referrer. The personal data collected in this form will be transferred to insurance broker for the purpose of review and / or arrange the fire insurance coverage to ensure the insured amount is sufficient both after mortgage loan drawdown and during the validation period of insurance; The insurance broker will contact you to deal with any enquiry or request by you in relation to any insurance advisory services and/ or products provided by the insurance broker.
4. 根據個人資料(私穩)條例，您有權要求查閱或更改於此表格上所收集之個人資料。如您希望行使該等權利，請填妥香港個人資料私隱專員公署所指定的「查閱資料要求表格」，並遞交至保險經紀之資料保護主任。Under the Personal Data (Privacy) Ordinance, you have a right to request for accessing to, or for correction of, your personal data collected in this form. If you wish to exercise these rights, please complete the "Data Access Request Form" specified by the Privacy Commissioner for Personal Data, Hong Kong and forward it directly to the Data Protection Officer of the insurance broker.

地址 Address	資料保護主任 怡安保險顧問有限公司 香港鰂魚涌華蘭路 18 號太古坊 港島東中心 34 樓	The Data Protection Officer Aon Hong Kong Limited 34/F., One Island East, Taikoo Place, 18 Westlands Road, Quarry Bay, Hong Kong
一般查詢 General Enquiry	+852 2861 6666	
電郵 Email	icbcportfolio.hk@aon.com	

聲明 Declaration

本人/吾等現授權中國工商銀行(亞洲)有限公司（「中國工商銀行（亞洲）」）為本人/吾等之轉介人並轉介至怡安保險顧問有限公司（「保險經紀」）。I / We hereby authorize Industrial and Commercial Bank of China (Asia) Limited ("ICBC (Asia)") as our referrer to AON Hong Kong Limited (the "insurance broker").

本人/吾等現確認、明白及接受 I / We hereby confirm, understand and accept that:

1. 上述資料乃屬正確，中國工商銀行（亞洲）可提供上述資料予保險經紀，並給予保險經紀用作聯絡及處理本人及吾等對保險經紀所提供之保險顧問服務及/或保險產品的任何查詢及要求之用;The information given above is correct and ICBC (Asia) can provide our information given above to the insurance broker. The insurance broker may contact me/us to deal with any enquiry or request by me/us in relation to any insurance advisory services and/ or products provided by the insurance broker;
2. 上述保險經紀是一間提供保險顧問服務及保險產品的獨立保險服務公司，並不是中國工商銀行（亞洲）或中國工商銀行之附屬或聯營公司;The insurance broker_is an independent insurance service provider to provide insurance advisory services and insurance products. The insurance broker_is not the affiliates or subsidiaries of ICBC (Asia) or Industrial and Commercial Bank of China;
3. 中國工商銀行（亞洲）只作為轉介人，中國工商銀行（亞洲）之職員並不以保險中介身份行事，亦不代表上述保險經紀。所有保險顧問服務及/或保險產品均由保險經紀提供而非中國工商銀行（亞洲）提供。中國工商銀行（亞洲）不論任何方面對保險經紀提供之保險顧問服務及/或產品不會作出任何的陳述、保證或承諾，亦不會對保險經紀所提供的保險顧問服務及/或產品承擔任何責任。中國工商銀行（亞洲）並不對本人/吾等負有任何有關保險顧問服務及/或產品之責任;ICBC (Asia) is merely acting as a referrer. The staff of ICBC (Asia) is neither acting in the capacity of an insurance intermediary nor representing the insurance broker. The insurance advisory services and/ or products are provided by the insurance broker but not ICBC (Asia). ICBC (Asia) makes no representation, warranty or undertaking as to the insurance advisory services and/ or products provided by the insurance broker, and shall not accept any responsibility or liability for the insurance advisory services and/ or products provided by the insurance broker concerned. ICBC (Asia) owes no duty to me/us in respect of the insurance advisory services and/ or products;
4. 保險經紀可在合理要求下披露及提供本人/吾等的保單資料予中國工商銀行（亞洲）;The insurance broker can disclose and release my/our policy information to ICBC (Asia) as reasonably requested from time to time;
5. 本人/吾等不需就是次轉介服務支付任何費用，亦同意若本人/吾等透過中國工商銀行（亞洲）轉介購買任何保險產品，中國工商銀行（亞洲）及其職員將可以從保險經紀收取有關轉介費及/或獎勵;I/We do not need to pay any service fees for such referral service. I/We consent that ICBC (Asia) and its staff may receive referral fee and/ or incentive from the insurance broker_upon any insurance policy issued to me/us as a result of ICBC (Asia)'s referral;
6. 火險保費及合理相關費用在投保時/續期時直接從本人/吾等的按揭供款戶口或已在中國工商銀行（亞洲）開立的賬戶中扣除，並支付予保險經紀及/或保險公司；A fire insurance premium and reasonable related charges will be deducted directly from my/our loan repayment account or saving/current account opened with ICBC (Asia) and paid to the insurance broker and/or insurance company at the time of application/renewal of the policy;
7. 本人/吾等承諾在本人/吾等之賬戶備存足夠存款，以支付相關款項；I/We undertake to keep sufficient funds in my/our account to enable ICBC (Asia) to carry out the instruction;
8. 本火險轉介授權書的中英文版本如有任何差異，一概以中文版本為準。In the event of any discrepancies between the Chinese and English versions of this Fire Insurance Referral Authorization Form, the Chinese version shall prevail.

簽署 Signature

客戶姓名 **Customer Name**			
簽署 **Signature**	I.V	I.V	I.V
簽署日期 **Date of Signature**			

(For internal use by ICBCA only)

Secured Property Type	□ Residential Property □ Car Parking Space □ Office □ Industrial Unit □ Shop		
Gross Floor Area	Sq. Ft.	Year of Built	
CI No.		Branch Name / Abbrev	
Name of OIC		Title	
EE No.		Signature of OIC	
Name of Checker		Title	
EE No.		Signature of Checker	

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爲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（包括從獲核准加入多家個人信貸資料服務機構模式的信貸資料服務機構（以下簡稱「信貸資料服務機構」）接收個人資料）。

(4) 資料當事人的資料將可能用於下列用途：
- (i) 考慮及評估資料當事人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) 協助其他在香港獲核准加入多家個人信貸資料服務機構模式的信貸提供者（以下簡稱「信貸提供者」）進行信用檢查及追討欠債；
- (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）；及
  - (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，但若《中華人民共和國個人信息保護法》（「個人信息保護法」）適用於銀行處理和/或使用資料當事人資料，僅在獲得資料當事人的單獨同意的情況下，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) 向資料當事人的戶口作出任何存款的人士（該存款確認書影本可能載有關於資料當事人的姓名）

(vi) 信貸資料服務機構（包括信貸資料服務機構所使用的任何中央資料庫之經營者），以及有資料當事人欠賬時，則可將該等資料提供給收數公司；

(vii) 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；

(viii) 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；

(ix) 承諾將有關資料保密的商戶或聯營實體；及

(x) (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。若個人信息保護法適用於銀行處理和/或使用資料當事人資料，銀行將徵求資料當事人針對該等跨境傳輸活動的單獨同意。銀行所收集的個人圖像、身份識別信息不得用於維護公共安全以外的其他目的，除非已取得當事人的單獨同意。

(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，而銀行爲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、交易模式及行爲、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) 爲慈善及/或非牟利用途的捐款及捐贈；

(iii) 上述服務、產品及促銷標的可能由銀行及/或下列各方提供或(就捐款及捐贈而言)徵求：
(a) 銀行集團公司；
(b) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
(c) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；
(d) 銀行及銀行集團公司之合作品牌夥伴(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明)；及
(e) 慈善或非牟利機構；

(iv) 除由銀行促銷上述服務、產品及促銷標的以外，銀行亦將及/或擬將以上第(6)(i)段所述的資料提供予以上第(6)(iii)段所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷標的中使用，而銀行爲此用途須獲得資料當事人書面同意(包括表示不反對)；

(v) 銀行可能因如以上第(6)(iv)段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如銀行會因提供資料予其他人士而獲得任何金錢或其他財產的回報，銀行會於以上第(6)(iv)段所述徵求資料當事人同意或不反對時如是通知資料當事人。

(vi) 銀行只會在收到資料當事人的明確同意後才會使用和/或提供資料當事人的資料予其他人士作直接促銷用途。如資料當事人同意銀行如上述使用其資料或將其資料提供予其他人士作直接促銷用途，資料當事人可通知銀行行使其選擇權接受促銷，就此資料當事人無須繳付費用。在此情況下，資料當事人可提交書面指示或填妥銀行相關表格並交回銀行或親臨銀行任何分行。如資料當事人不希望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拒絕促銷。

(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(即作爲借款人、按揭人或擔保人，及以資料當事人本人單名或與其他人士聯名方式)；

(iii) 香港身份證號碼或旅遊證件號碼；

(iv) 出生日期；

(v) 地址；
(vi) 就每宗按揭的按揭賬戶號碼；
(vii) 就每宗按揭的信貸種類；
(viii) 就每宗按揭的按揭帳戶狀況(如有效、已結束、已撇帳(因破產令導致除外)、因破產令導致已撇帳)；及
(ix) 就每宗按揭的按揭賬戶結束日期(如適用)。

信貸資料服務機構將使用上述由銀行提供的資料統計資料當事人(分別以借款人、按揭人或擔保人身分，及以資料當事人本人單名或與其他人士聯名方式)不時於香港信貸提供者間持有的按揭宗數，並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用(須受根據條例核准及發出的個人信貸資料實務守則的規定所限)。

(8) 若個人信息保護法適用於銀行處理和/或使用資料當事人資料，銀行將在和第三方共享資料當事人的個人資料前，告知資料當事人接收方的姓名和聯繫方式、處理和提供資料當事人個人資料的目的和方式，以及將要提供和分享個人資料的種類，並徵求資料當事人對共享其個人資料的單獨同意。前述的個人資料接收方將僅為實現本通知下規定的具體目的所需的範圍內使用個人資料，並在實現目的所需的最短時間內保存個人資料，或（若個人信息保護法適用於銀行處理和/或使用資料當事人資料）按照個人信息保護法的要求。

(9) 銀行收集的部分資料可能構成個人信息保護法下的“敏感個人信息”，而只有在採取了嚴格的保護措施且在處理行為具備充分必要性的前提下，銀行才會處理敏感個人信息。若個人信息保護法適用於銀行處理和/或使用資料當事人資料，該等敏感個人信息將在獲得資料當事人的單獨同意後才進行處理。

(10) 使用應用程式介面（「API」）向資料當事人的第三方服務供應商轉移個人資料
銀行可不時根據資料當事人向銀行或資料當事人使用之第三方服務供應商所發出的指示，使用銀行的 API 向第三方服務供應商轉移資料當事人的資料，以作銀行或第三方服務供應商所通知資料當事人的用途及/或資料當事人根據條例所同意的用途。

(11) 根據條例及(若個人信息保護法適用於銀行處理和/或使用客戶資料）個人信息保護法的條款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信貸資料服務機構或收數公司(在拖欠債務情況下)例行披露的，以及獲提供進一步資料，藉以向有關信貸資料服務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(爲免生疑問，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爲期超過 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，及全數清還拖欠爲期超過 60 日的欠款的日期(如有))。
(vi) 若個人信息保護法適用於銀行處理和/或使用資料當事人資料，要求本行刪除資料當事人的個人資料；
(vii) 若個人信息保護法適用於銀行處理和/或使用資料當事人資料，反對以某種特定方式使用資料當事人個人資料；
(viii) 若個人信息保護法適用於銀行處理和/或使用資料當事人資料，要求對處理資料當事人個人資料的規則進行解釋說明；
(ix) 若個人信息保護法適用於銀行處理和/或使用資料當事人資料，且滿足個人信息保護法的要求的情況下，要求本行將您向本行提供的個人資料轉移給您選擇的第三方；
(x) 若個人信息保護法適用於銀行處理和/或使用資料當事人資料，撤回對收集、處理或轉移資料當事人個人資料的同意（資料當事人應注意，資料當事人撤回他的同意可能導致本行無法開設或繼續開戶或建立或繼續銀行的設施或提供的銀行服務）；和
(xi) 若個人信息保護法適用於銀行處理和/或使用資料當事人資料，要求對自動化決策過程中產生的決策進行解釋，以及拒絕接受僅由自動化決策技術作出的決定。

(12) 如帳戶出現任何拖欠還款情況，除非拖欠金額在由拖欠日期起計 60 日屆滿前全數清還或已撇帳(因破產令導致撇帳除外)，否則帳戶還款資料(定義見以上第(11)(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。

(13) 如資料當事人因被頒布破產令而導致任何帳戶金額被撇帳，不論帳戶還款資料有否顯示任何拖欠爲期超過 60 日的還款，該帳戶還款資料(定義見以上第(11)(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)。

(14) 銀行在考慮批出個人信貸或在檢討或續批已批予任何資料當事人為借款人的個人信貸，或任何其他人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。

(15) 根據條例各條款及（若個人信息保護法適用於銀行處理和/或使用資料當事人資料）個人信息保護法，銀行有權就處理任何查閱資料的要求收取合理費用。

(16) 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 號中國工商銀行大厦 33 樓
傳真：28051166

(17) 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。

(18) 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。

(19) 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。

二零二三年九月

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 (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit reference agencies")).

(4) The purpose for which data relating to a data subject may be used are as follows:
- (i) considering and assessing the data subjects' 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 credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as"credit providers") 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); and
  - (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, subject to data subject's separate consent (insofar as the Personal Information Protection Law of the People's Republic of China ("PIPL") is applicable to the Bank's process and/or use of data of data subject) 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 (including the operator of any centralized database used by 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. Insofar as the PIPL is applicable to the Bank's process and/or use of the data of data subject, we will obtain the data subject's separate consent in relation to such international transfers. Personal images and identification information collected by the bank shall not be used for purposes other than maintaining public security, unless relevant separate consent has been obtained.

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

(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 agencies:

(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.

Credit reference agencies 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, 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 databases of the credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

(8) To the extent required under the PIPL, the Bank will, prior to sharing the data subject's personal data with third parties, notify the data subject of the name and contact details of the recipients, the purposes and means of processing and provision of the data subject's personal data, and the types of personal data to be provided and shared, and obtain the data subject's separate consent to the sharing of the data subject's personal data. The foregoing data recipients will use the personal data to the extent necessary for the specific purposes set out in this Notice and store the personal data for the minimum length of time required to fulfil the purposes, or insofar as the PIPL is applicable to the Bank's process and/or use of the data of data subject, in accordance with the PIPL.

(9) Some of the data collected by the Bank may constitute sensitive personal data under the PIPL. The Bank will only process sensitive personal data if strict protection measures are put in place and there is sufficient necessity to justify the processing. Insofar as the PIPL is applicable to the Bank's process and/or use of the data of data subject, such sensitive personal data will be processed with the data subject's separate consent.

(10) Transfer Of Personal Data To Data Subject's Third Party Service Providers Using Application Progamming Interfaces of the Bank ("API")
The Bank may, from time to time, in accordance with the data subject's instructions to the Bank or third party service providers engaged by the data subject, transfer data subject's data to third party service providers using the Bank's API for the purposes notified to the data subject by the Bank or third party service providers and/or as consented to by the data subject in accordance with the Ordinance.

(11) Under and in accordance with the terms of the Ordinance and (insofar as the PIPL is applicable to the Bank's process and/or use of the data of data subject) the PIPL, 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 the 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)).
(vi) insofar as the PIPL is applicable to the Bank's process and/or use of the data of data subject, to request the Bank to delete the personal data of the data subject;

(vii) insofar as the PIPL is applicable to the Bank's process and/or use of the data of data subject, to object to certain uses of the personal data of the data subject;

(viii) insofar as the PIPL is applicable to the Bank's process and/or use of the data of data subject, request an explanation of the rules governing the processing of the personal data of the data subject;

(ix) insofar as the PIPL is applicable to the Bank's process and/or use of the data of data subject, to ask that the Bank transfer personal data that the data subject have provided to the Bank to a third party of data subject's choice under circumstances as provided under the PIPL;

(x) insofar as the PIPL is applicable to the Bank's process and/or use of the data of data subject, to withdraw any consent for the collection, processing or transfer of the personal data of the data subject (the data subject should note that withdrawal of his consent may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services); and

(xi) insofar as the PIPL is applicable to the Bank's process and/or use of the data of data subject, to have decisions arising from automated decision making (ADM) processes explained and to refuse to such decisions being made solely by ADM.

(12) In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (11)(v) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.

(13) In the event any amount in an account is written-off due to a bankruptcy order being made against a data subject, the account repayment data (as defined in paragraph (11)(v) above) may be retained by credit reference agencies, 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(ies), whichever is earlier.

(14) 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(s) obtained by the Bank from the credit reference agency(ies), the Bank will advise the contact details of the relevant credit reference agency(ies).

(15) In accordance with the terms of the Ordinance and (insofar as the PIPL is applicable to the Bank's process and/or use of the data of data subject), the Bank has the right to charge a reasonable fee for the processing of any data access request.

(16) 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

(17) Nothing in this Circular shall limit the rights of data subjects under the Ordinance.

(18) 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.

(19) 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服務機構，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 credit reference agencies ("CRAs") 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服務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 CRAs 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 CRAs 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服務機構保留，直至該欠帳金額獲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 CRAs 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，閣下由信貸資料服務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服務機構 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 CRAs, 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 CRAs 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 年內沒有出現重要欠帳*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，要求信貸資料服務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 CRAs to delete from their 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服務機構對 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服務機構聯絡，地址如下：

環聯
香港九龍尖沙咀廣東道 15 號港威大廈第 5 座 8 樓 811 室
電話：2577 1816
客戶服務部
電郵地址: tufoc@transunion.hk
網頁地址: www.transunion.hk

及/和

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：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 agencies directly at the following address:

TransUnion
Suite 811, 8th Floor, Tower 5, The Gateway,15 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong.
Telephone: 2577 1816
Consumer Services & Operations
Email address: tufoc@transunion.hk
Official website: www.transunion.hk

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.

補充資料文件

《銀行業(風險承擔限度)規則》及監管政策手冊 CR-G-9 對關連各方的風險承擔的相關術語定義

(1) ***相關僱員*** 指 –

(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中國工商銀行（亞洲）僱員；

(b) 中國工商銀行（亞洲）的高級管理層(包括其行政總裁)

(c) 經理指獲中國工商銀行（亞洲）委任、或獲為中國工商銀行（亞洲）或代中國工商銀行（亞洲）行事的人委任、或獲根據與中國工商銀行（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)中國工商銀行（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，但中國工商銀行（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。

(2) ***親屬*** 就某自然人而言，指其 –

(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) 如該人是夫妾關係的一方 — 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；

(j) 孫或孫女、外孫或外孫女、曾孫或外曾孫、或曾孫女或外曾孫女。

(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。

(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。

(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。

(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。

(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 –

(a) 該人擁有受控制實體超過 50%的表決權；

(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；

(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；

(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

(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。

(5) 如本補充資料的中、英文版本有任何差異，概以英文版本為準。

Supplementary information document

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

(1) ***Relevant Employee*** means the following –

(a) An employee of ICBC (Asia) who is responsible, either individually or as a member of a committee (such as Credit 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) Senior management, including chief executive, of ICBC (Asia);

(c) 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) ***Relative***, in relation to a natural person, means the following –

(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 party to a 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; or
(j) a grandson, granddaughter, great grandson or great granddaughter.

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

(a) the person owns more than 50% of the voting rights in controlled entity;
(b) 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) 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) 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) the person has the power, under a contract or otherwise, to exercise a controlling influence over the management or policies of the controlled entity.

(5) Shall there be any discrepancy between the Chinese and the English versions of the above supplementary information, the English version shall prevail.

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
2023 年 11 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% 至 P – 1.15%
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% 至 P – 1.15%

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。

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
按上述本行港元年利率所釐訂的年化利率計算每月還款金額	HK$14,540 至 HK$16,059 (假設本行港元最優惠利率為6.125%年利率)
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$18,254 至 HK$20,161 (假設本行一個月香港銀行同業拆息為4.9%)

費用及收費

手續費

- 更改供款計劃(年期/供款日/供款金額/供款方法/還款週期)，需每項收取HK$1,000
- 要求減息申請，需每次收取HK$1,000
- 簽發檔(還款明細表/還款紀錄/擁有權確認書/按揭詳情/尚欠款項)，需每份收取HK$200
- 按揭契/轉讓契/買賣合約/大廈公契之核實副本，需每份收取HK$500
- 樓契託管費(貸款額已清繳)，需每年收取 HK$2,500

逾期還款費用及收費

每次遲交款項之 2%，按月計算 /
每期遲交款項之 1%，按每兩星期計算

提前清償/提前還款/贖回契約的收費

提前清償/提前還款的收費:

1. 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。
2. 於罰款期後提早償還貸款(全數/部份)，需每次收取 HK$500。

贖回契約的收費:
每次 HK$1,000

其他資料

- 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。
- 最優惠利率(P) 為本行不時公佈的港元最優惠利率。
- 香港銀行同業拆息(H) 是指按提取貸款當日或貸款供款日於上午約 11 時(香港時間)由本行報價之 1 個月港元香港銀行同業拆息。
- 罰款期是指我行發放貸款當天起計的指定年期內，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
November 2023

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% to P – 1.15%
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% to P – 1.15%

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 reserves 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.

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$14,540 to HK$16,059 (Assume the Bank's HKD Prime Rate is 6.125% p.a.)
Monthly repayment amount for the annualised interest rate based on the Bank's 1-month HIBOR above	HK$18,254 to HK$20,161 (Assume the Bank's 1-month HIBOR is 4.9%)

Fees and Charges

Handling Fee

- For changing of repayment plan, HK$1,000 will be charged per item, including tenor, due date, repayment amount, repayment option and repayment cycle.
- For requesting lower interest rate, HK$1,000 will be charged for every request.
- For issuance of document, HK$200 will be charged per document, including repayment schedule, repayment history, confirmation letter of ownership, particulars of mortgage, outstanding balance.
- For certified copies of mortgage deed/ deed of assignment/ sale and purchase agreement/ Deed of mutual covenant, HK$500 will be charged per set.
- After settlement of credit facility, HK$2,500 will be charged every year for title deed custody.

Late Payment Fee and Charge

2% flat on past due instalment amount monthly /
1% flat on past due instalment amount bi-weekly

Prepayment/ Early Settlement/ Redemption Fee

Prepayment/ Early Settlement Fee:

1. 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.
2. After the prepayment penalty period, HK$500 will be charged per payment if you fully/ partially repay the loan.

Redemption of Title Deed:
HK$1,000 per request

Additional Information

- 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.
- Prime Rate (P) means the Best Lending Rate (BLR) from time to time quoted by the Bank.
- Hibor (H) means the Hong Kong InterBank Offered Rate for the interest period of 1 month for Hong Kong Dollars quoted by the Bank at or about 11:00a.m. (Hong Kong time) on the loan drawdown date or loan due date.
- 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.