

## 香港物业按揭之声明、条款及细则

### Declaration, Terms and Conditions for HK Property Mortgage

1. 除了于财务资料部分申报之债务及信贷资料服务机构信贷报告内所列的债务外，本人/吾等确认并没有其他债务。本人/吾等确认本申请书所列及其附带文件所提供的资料均属真实、正确、最新及完整。若中国工商银行（亚洲）为了交换信贷资料、债务追讨及/或其他合理原因下，本人/吾等授权中国工商银行（亚洲）可与所有相关机构联络查证及向任何第三者披露关于本人/吾等的任何资料；  
Apart from the debts listed in Financial Details and the debts on Credit Reference Agencies Credit Report, I/We confirm that I/We have no others debts that are not disclosed. I/We confirm that 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. ICBC (Asia) 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;
2. 中国工商银行（亚洲）将依赖此申请书上所填报之资料作出贷款批核决定，如在此申请书上所披露的主要事实于贷款提取前有所改变，本人/吾等承诺通告、修改及补充资料/文件，将此申请书上之内容予以修订；  
ICBC (Asia) 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;
3. 倘若本申请不获批核或批核之金额少于贷款申请金额，本人/吾等明白及同意中国工商银行（亚洲）之决定，而中国工商银行（亚洲）毋须提出任何理由；  
I/We understand and agree that ICBC (Asia) reserves the sole right to decline this application or approved loan amount less than the one that I/we have applied for without disclosing any reason;
4. 本人/吾等承诺在没有取得中国工商银行（亚洲）事先书面同意前不会将抵押物业进行二按或其他加按。如本人/吾等不遵守这项承诺，中国工商银行（亚洲）可自行决定终止有关按揭贷款或改变其贷款额、贷款期及/或条款及细则；  
I/We shall not enter into any second mortgage/ further mortgages over the mortgaged property without prior approval from ICBC (Asia). If I/We fail to observe this undertaking, ICBC (Asia) may at its own discretion withdraw the loan or repackage the loan with different loan amount and/or loan tenor and/or the terms and conditions of the loan;
5. 应付的所有利息均以每月总计，并以每年 365 天（包括闰年）为计算基础；  
All interest payable hereunder shall be calculated on monthly rests where applicable in a 365-day year (including leap years);
6. 本人/吾等已收到“关于个人资料（私隐）条例的客户及其他个别人士通知”（「个人隐私通知」）之副本。本人/吾等已详阅及同意受该「个人隐私通知」所约束，并进一步确认中国工商银行（亚洲）可依据「个人隐私通知」将本申请相关的个人资料提供给相关人士（不论在中华人民共和国香港特别行政区境内或境外）用作申请之用；  
I/We have received a copy of ICBC (Asia)'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 ICBC (Asia) 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/吾等明白在还款拖欠的情况下，除非本人/吾等于欠款日起计六十天内全数偿还所有欠款，否则本人/吾等的欠款资料将被交予信贷资料服务机构，而该机构将于全数偿还欠款当天起计的五年内把有关的欠款资料记录在案；  
I/We understand in the event of any default in payment, unless the amount in default is fully repaid before the expiry of 60 days from the date such default occurred, I/we shall be liable to have my/our account data retained by a credit reference agency for a period of up to 5 years after repayment in full;
8. 中国工商银行（亚洲）让本人/吾等有权选择，以贷款值或是物业在遭遇火灾或其他严重损害的情况下恢复原状所需费用作为保额的基准，及本人/吾等注意到所涉及的任何额外费用或支出。本人/吾等确认可选用中国工商银行（亚洲）认可名单上的保险公司购买火险，以及若聘请非中国工商银行（亚洲）认可名单上的保险公司需要得到中国工商银行（亚洲）的批核。本人/吾等亦同意及明白如聘请非中国工商银行（亚洲）认可名单上的保险公司所涉及的手续，有关保险公司须符合的任何准则（例如：任何最低保单承保范围），与所涉及的额外费用及开支由本人/吾等负责；  
本人/吾等明白若未能在提取贷款时或现有保单到期日前或按揭贷款期间提供有效实体/或数码式按揭物业火险保单及保费收据，以证明本人/吾等已为按揭物业持有有效之火险保障，本人/吾等将同意及授权中国工商银行（亚洲）向保险经纪提交所有所需之个人及按揭贷款相关资料，保单亦将自动按年续保。若本人/吾等于往年并非透过中国工商银行（亚洲）转介予保险经纪安排，投保额将设定为「贷款余额」。届时，一笔不获退还的款项（包括由保险经纪及/或保险公司所征收的火险保费及合理相关费用）可从本人/吾等的按揭供款户口或已在中国工商银行（亚洲）开立的账户中扣除，而无须另行通知；  
ICBC (Asia) 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 employ the insurers on the approved list of ICBC (Asia) for purchasing fire insurance, and if I/We may employ insurers not on the approved list of ICBC (Asia) and subject to ICBC (Asia)'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 ICBC (Asia) 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 ICBC (Asia) 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/吾等已知悉在申请按揭及将有关物业的火险保单续保时, 本人/吾等可选择(向不论是否在中国工商银行(亚洲)的认可名单上的保险公司)购买火险保单, 或采用有关物业的总火险保单(若该总火险保单存在并为中国工商银行(亚洲)所接受)。如果本人/吾等选择采用该总火险保单, 中国工商银行(亚洲)不应向本人/吾等收取任何费用。然而, 在合理情况下, 中国工商银行(亚洲)可要求本人/吾等购买该总火险保单以外的额外火险, 而若中国工商银行(亚洲)作出如此要求, 应给予本人/吾等其理由;  
I/We acknowledge that upon applications and renewals of the fire insurance policy on the property that I/We may choose to take out a fire insurance policy (from an insurer on the approved lists of ICBC (Asia) of not), or to adopt the master fire insurance policy of the property (where the exists and is acceptable to institutions). ICBC (Asia) should not charge any fee if I/We chooses the master fire insurance policy option. ICBC (Asia) 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, ICBC (Asia) should provide the reason to me/us;
10. 本人/吾等知悉本人/吾等可选用中国工商银行(亚洲)认可名单上的律师同时代表本人/吾等及中国工商银行(亚洲)拟备物业按揭文件, 并须支付该律师代表双方的法律费用; 本人/吾等亦知悉本人/吾等有权另行聘用律师(不论该律师是否在中国工商银行(亚洲)认可名单上)代表本人/吾等, 以及此做法对费用造成的影响, 包括但不限于一方的律师在查阅对方律师的文件方面所涉及的额外工作的费用。如本人/吾等决定另行聘用律师代表本人/吾等, 需要同时支付(1)由中国工商银行(亚洲)选用代表中国工商银行(亚洲)的律师和(2)由本人/吾等选用代表本人/吾等的律师的一切费用;  
I/We acknowledge that I/We may engage solicitors on the approved list of ICBC (Asia) to represent both myself/ourselves and ICBC (Asia) 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 ICBC (Asia) 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 ICBC (Asia) to represent ICBC (Asia) and (2) the solicitors engaged by me/us to represent myself/ourselves;
11. 本人/吾等授权中国工商银行(亚洲)向拟作为担保或第三方抵押的担保人提供贷款通知书、最新结单、逾期还款通知书及正式付款要求的副本;  
I/We authorize ICBC (Asia) 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. 无论此贷款申请批准与否, 本人/吾等同意向中国工商银行(亚洲)支付及偿还一切所有与此贷款申请有关之法律及专业费用;  
I/We agree to reimburse ICBC (Asia) and keep ICBC (Asia) indemnified as all times all legal or professional fees or charges incurred by ICBC (Asia) in the course of processing this loan application irrespective of whether or not the loan is ultimately granted;
13. 无论本人/吾等以口头或书面承诺接受中国工商银行(亚洲)已审批的条款, 本人/吾等必须支付有关手续费, 如适用。本人/吾等明白相关手续费将不予退还;  
When I/we have confirmed our acceptance of ICBC (Asia)'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. 当作出此声明之前, 本人/吾等已寻求独立的专业/法律意见, 或当在没有其他独立专业/法律意见下作出此声明, 本人/吾等已决定不会提出及自愿放弃有关的抗辩权;  
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. 于贷款提取前, 任何导致至此申请书内提供之资料、陈述、声明及/或细节变得不真确或失实, 本人/吾等须就此现象或情况之改变告知中国工商银行(亚洲), 本人/吾等明白到如不将此改变告知中国工商银行(亚洲), 会构成以上第三段所指之蓄意或疏忽之失实陈述及/或提供欺诈性资料;  
I/We shall keep ICBC (Asia) 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/吾等同意按中国工商银行(亚洲)所订之方式偿还融资结欠、相关利息及费用, 并同意若在融资服务的贷款期间内遇上还款困难, 得尽早通知中国工商银行(亚洲)。而中国工商银行(亚洲)将安排向本人/吾等提供债务重整服务(如适用);  
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. In doing so, ICBC (Asia) would arrange debt restructuring services to me/us (if applicable);
17. 倘客户未能按要求偿付任何有抵押债务、或违反本条款的任何规定、或客户于债务到期时没有偿还能力或承认没有偿还能力、或客户正开展与破产、无偿债能力或债务重整协议有关或类似的程序、或出现针对客户的任何资产而进行或执行的程序, 而对客户采取法律诉讼或任何其他行动, 并于中国工商银行(亚洲)认为适当的任何时间及任何方式将所有客户已抵押的资产变现或出售以清偿该等有抵押债务。客户并无任何权利就此等变现或出售而引致的损失向中国工商银行(亚洲)索赔, 无论导致损失的

原因为何；

In the event that the customer fails to pay on demand of any secured obligation, or there is breach of any provision of these Terms and Conditions, or the customer is insolvent on due date or admits being insolvent, or the customer is being subject to bankruptcy, insolvency or debt consolidation or related procedures, or there is legal proceedings against any assets of the customer, ICBC (Asia) may take legal action or any other action against the customer. ICBC (Asia) may realize or redeem all the assets pledged by the customer in satisfaction of his/her secured obligation at any time and in any way as it thinks fit. The customer shall not have any rights to claim against ICBC (Asia) in respect of losses arising from such sale/redemption regardless of the reason for incurring those losses;

18. 如有任何借款人应付而未付的款项，中国工商银行（亚洲）可能在不另行通知的情况下，合并借款人于中国工商银行（亚洲）的所有或任何个人或联名账户及借款人所有负债（不论是实际的或是或然的、主要的或是附属的、未来的或是现有的、个别的或是共同的、已到期的或是未到期的）。为此，中国工商银行（亚洲）可按中国工商银行（亚洲）现汇价将任何一种货币转换成另一种货币、将未来的负债以商业上合理的方式贴现至现值后变成到期应付，并合理估计或然的或是未量化的负债金额。这并非意图设立抵押权益；  
If any sum is payable by the customer but unpaid, ICBC (Asia) may, without prior notice, combine all or any of the customer's accounts anywhere with ICBC (Asia) whether held singly or jointly with others and all the customer's liabilities (whether actual or contingent, primary or collateral, future or existing, alone or jointly with others, matured or not). For such purpose, ICBC (Asia) may convert any currency into another currency at ICBC (Asia)'s spot rate, treat future liabilities as presently due after a discount by ICBC (Asia) to present value in a commercially reasonable manner, and reasonably estimate the amounts of contingent or unquantified liabilities. This is not intended to create a security interest;
19. 中国工商银行（亚洲）有权聘请收账代理收取授信项下借款人到期未缴之任何债项。借款人同意并确认：借款人已被提醒，借款人须承担中国工商银行（亚洲）聘请收账代理所招致的所有合理成本和开支；  
ICBC (Asia) shall be entitled to employ debt collecting agents to collect any sum due but unpaid by the customer under the facilities. The customer agrees and acknowledges that the customer has been warned, that the customer shall indemnify ICBC (Asia) against all reasonable costs and expenses which ICBC (Asia) may reasonably incur in the employment of debt collecting agents;
20. 中国工商银行（亚洲）保留可随时更改或终止融资服务及不时修订本条款及细则的权利。如有任何争议，中国工商银行（亚洲）将保留最终决定权；  
ICBC (Asia) reserves the right to vary or terminate the Facility at any time and to amend these Terms and Conditions from time to time. In case of any dispute, decision of ICBC (Asia) shall be final and conclusive;
21. 并非本条款及细则任何一方的任何人士或实体，将不会拥有于合约（第三者权利）条例（香港法例第623章）下强制执行本条款及细则任何部分的权利；  
Any person or entity that is not a party to these Terms and Condition shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of Laws of Hong Kong) to enforce any part of these Terms and Conditions;
22. 中国工商银行（亚洲）保留向申请人索取额外文件之权利。无论此申请批准与否，所有已提交之文件(包括此申请表)恕不发还；  
ICBC (Asia) reserves the right to request additional documents from the applicant. Submitted documents (including this application form) are not returnable no matter this application is approved or not;
23. 如中、英文版本有任何差异，概以英文版本为准。  
Shall there be any discrepancy between the Chinese and the English versions, the English version shall prevail.