

Terms and Conditions for BOC Express Cash Revolving Credit Cash Instalment Plan

These Terms and Conditions shall be applicable to BOC Express Cash Revolving Credit Cash Instalment Plan approved on or after 5 October 2009.

1. Interpretation

Subject to these terms and conditions, which are supplemental to the User Agreement ("Agreement") governing the Account and shall form part of the Agreement, any person ("Applicant") being the Account holder may apply for the BOC Express Cash Revolving Credit Cash Instalment Plan ("Cash Instalment") unless such Account has been excluded from the Cash Instalment by the Company from time to time. In the event of inconsistency between the Agreement and these terms and conditions, these terms and conditions shall prevail to the extent of any such inconsistency. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

2. Application

2.1 The Company may in its absolute discretion approve or reject any application for the Cash Instalment without giving any reason.

2.2 The Company will by written notice inform the Applicant whether the application is approved or rejected and in no event shall the Company be responsible for any loss or liability which the Applicant may suffer or incur as a result of any such application being rejected. An application, once approved, shall not be cancelled or amended by the Applicant and the Applicant shall be bound to accept the terms set out in the relevant written confirmation.

2.3 Cash Instalment shall be for a minimum amount from time to time specify in the relevant application form or promotional materials subject to a maximum amount from time to time specified by the Company by reference to the available credit limit in the Account. The Company may in its absolute discretion determine the exact amount of the Cash Instalment and the Applicant hereby irrevocably agrees to borrow the Cash Instalment notwithstanding that the amount of the Cash Instalment approved by the Company is lower than that applied for.

3. Approval

After approval of the application, the Company will within reasonable time advance the Cash Instalment to the Applicant in such manner as accepted by the Company. The Applicant shall be responsible for all charges and fees associated with advancement of the Cash Instalment and any such charge and fee shall be debited to the Account at the time of advancement of the Cash Instalment.

4. Handling Fee and Interest

4.1 Handling fee ("Handling Fee") (if any) will be charged on the Cash Instalment amount at such rate and in such manner as the Company may notify to the

Applicant or as specified in the application form, which shall be confirmed in the relevant written confirmation. The Handling Fee (if any) shall be added to the Cash Instalment amount to form the aggregate principal amount of Cash Instalment ("Aggregate Cash Instalment Amount") for the calculation of Interest set out in Clause 4.2.

4.2 Interest ("Interest") (if any) will be charged on the Aggregate Cash Instalment Amount at such rate and in such manner as the Company may notify to the Applicant or as specified in the application form, which shall be confirmed in the relevant written confirmation.

5. Repayment

5.1 The Aggregate Cash Instalment Amount and Interest (if any) shall be repaid by equal monthly instalments (the "Monthly Instalments" and each a "Monthly Instalment") as applied by the Applicant and approved by the Company, which shall be confirmed in the relevant written confirmation and such amount shall be rounded up to the nearest cent.

5.2 The Company is hereby authorized to apportion the Monthly Instalments between the Aggregate Cash Instalment Amount and Interest (if any) as it shall deem appropriate. If the Applicant repays prematurely, it may not necessarily reduce the amount of Interest the Applicant would have paid.

5.3 The first Monthly Instalment shall be debited to the Account on the next working day of the advancement date of the Cash Instalment. Each subsequent Monthly Instalment shall be debited on the corresponding date of the subsequent calendar month provided that if there is not such a day in any subsequent calendar month, the relevant Monthly Instalment shall be debited on the last day of that calendar month; or if such day is not a working day of the Company, the same shall be debited on the preceding working day; or the relevant Monthly Instalment cannot be debited to the Account for reasons beyond the control of the Company, the same shall be debited to the Account in accordance with the usual practice of the Company.

6. Credit limit

Upon the advancement of the Cash Instalment, the available credit limit in the Account shall be reduced (if not yet reduced) by the amount of the Aggregate Cash Instalment Amount and shall be increased when the Cash Instalment has been repaid to the Account.

7. Early repayment

The Applicant may by written notice apply for early repayment of Cash Instalment in full but not in part. Upon approval of such application, the Company shall debit all outstanding Aggregate Cash Instalment Amount together with an early repayment fee from time to time determine and communicate to the Applicant ("Early Repayment Fee") to the Account.

8. Termination of the Cash Instalment

Notwithstanding anything herein to the contrary, in the event there is any default in the Account, or the Account is terminated or suspended for whatever reason or the Company reasonably considers it necessary to protect its interest, the Company shall be entitled to debit all outstanding Monthly Instalments, together with the Early Repayment Fee and any charges to the Account at any time without prior notice to the Applicant.

9. Authorization

The Applicant hereby irrevocably authorizes the Company to debit all Monthly Instalments, the Early Repayment Fee and charges (if any) to the Account and for this purpose, the Applicant shall reserve sufficient credit limit in the Account. The Company shall be entitled to debit any amount to the Account in excess of its then available credit limit and the Applicant shall be liable for such excess and shall pay the Overlimit Handling Fee in accordance with the Fees Schedule where appropriate.

10. Charges and fees

All Monthly Instalments, the Early Repayment Fee and charges (if any) shall be debited to the Account as cash advance transaction made by the Applicant and accordingly the provisions in the Agreement relating to interests, finance charges and other fees applicable to cash advance shall apply. Interest, finance charges or other fees may be chargeable in respect of the Cash Instalment and the annualized percentage rate thereof computed in accordance with the directions given by the Hong Kong Monetary Authority will be shown in the relevant promotional materials and/or the application form.

11. Miscellaneous

11.1 The Applicant warrants to the Company that all information provided to the Company in respect of the application of any of the Cash Instalment are true and accurate and undertakes to notify the Company of any change to those information and/or documents.

11.2 The Company has absolute discretion to determine any matter in connection with the Cash Instalment and any such determination shall be final and binding on the Applicant (save and except manifest error).

11.3 The Applicant hereby authorizes the Company to accept and retain for its own benefit from all relevant parties in relation to the Cash Instalment any commission, rebate, benefit and/or other advantage arising out of or in connection with the Cash Instalment.

11.4 The Applicant hereby authorizes the Company to release, use or exchange any information about the Applicant to all relevant parties in relation to the Cash Instalment.

11.5 The Company may by 30 days' prior written notice to the Applicant alter these terms and conditions.

11.6 If there is any conflict or inconsistency between the Chinese and the English version of these terms and conditions, the latter shall prevail.