

RELATIONSHIP WITH BOC CREDIT CARD (INTERNATIONAL) LTD

Are you a relative of any director/employee of BOC Credit Card (International) Ltd or Bank of China (Hong Kong) Ltd or any of their subsidiaries?

Yes (Please state his/her details below)

Name of Director / Employee: _____ Relationship: _____ Company Name: _____

BOC Credit Card (International) Ltd / any of its subsidiaries and / or holding companies

Bank of China (HK) Ltd / any of its subsidiaries and / or Holding companies Department: _____ Position: _____

No I hereby certify that I am not a relative of any of the director / employee of Bank of China (HK) Ltd. I undertake to advise Bank of China (HK) Ltd without delay if and when I become a relative of any director / employee of Bank of China (HK) Ltd after submission of this signed application form.

CARDHOLDER APPLICANT DECLARATION (FOR NON-HONG KONG RESIDENT APPLYING FOR CUP DUAL CURRENCY COMMERCIAL PLATINUM CARD)

I declare that:

Please [] the appropriate box

I am a non-Hong Kong resident, i.e. I am not a holder of Hong Kong Identity Card. I am not maintaining any dual currency card (including but not limited to main card and additional card) with the Company as holder of Hong Kong Identity Card.

I am a non-Hong Kong resident, i.e. I am not a holder of Hong Kong Identity Card. However, I was previously a holder of Hong Kong Identity Card and in such capacity had applied for dual currency card (s) (including but not limited to main card or additional card) with the Company and am still maintaining it/them. The dual currency card account number(s) is/are: _____

I understand that the Company will only accept my dual currency card application either as a Hong Kong resident or non-Hong Kong resident, depending on whether I am a holder of Hong Kong Identity Card. The Company will provide credit card services to me in accordance with applicable regulatory requirements from time to time, depending on my status as a Hong Kong resident or non-Hong Kong resident as declared by me. I hereby undertake that if I become a holder of Hong Kong Identity Card after the date of this declaration, I shall as soon as practicable inform the Company of the true position. I understand that the Company will, upon receiving such notification, update its records and provide credit card services according to relevant regulatory requirements applicable to my status as a Hong Kong resident. I understand that the Company may at any time and without giving any prior notice terminate or suspend my dual currency card (s) if I am or shall be in breach of my declaration and/or the above undertaking, and the Company shall not be liable for any loss or claim in connection with or arising from such breach.

SIGNATURE

The Company and the individual Card Applicant hereby request BOC Credit Card (International) Ltd ("BOCCC") to issue BOC CUP Dual Currency Commercial Card to the Card Applicant(s). The Company and the Card Applicant(s) declare and warrant that all the information and documents provided in this/these application(s) are true and complete and authorize the BOCCC and/or its agents to enquire and obtain from the Card Applicant(s) banker(s) and/or any other source any information deemed necessary for the verification thereof and for the processing and evaluation of this/these application(s) and, if the Company and Card Applicant application are approved, for the operation of the Company and Card Applicant account(s), the Company and Card Applicant further authorize BOCCC to disclose any information regarding the Company and Card Applicant and/or this application and/or the Company and Card Applicant account(s) with the BOCCC confidentially to (i) BOCCC employees, agents and contractors for the purpose of processing and verifying this application; (ii) third parties employed by the BOCCC to provide services in connection with the operation of customer accounts (including credit check and debt collection service) and marketing of account services; (iii) Bank of China (Hong Kong) Limited and its subsidiaries; and (iv) any third party whose name or logo appears on the Card. The Card Applicants hereby solemnly and sincerely declares that (i) he/she has not held any credit card that was cancelled by the issuer due to his/her default in payment; (ii) he/she does not have any overdue payment exceeding 30 days in respect of any of his/her indebtedness (including without limitation credit card, mortgage, personal Loan and other financial arrangement); (iii) he/she has never been adjudged bankrupt, or made the subject of any bankruptcy or similar proceedings, or of any receiving or similar order, in Hong Kong or elsewhere; and (iv) he/she has carefully and conscientiously considered the status of his/her assets and liabilities. He/She has no intention to petition for his/her own bankruptcy or for any similar order, or propose to enter into with his/her creditors any individual voluntary arrangement or similar arrangement, in Hong Kong or elsewhere, nor does he/she see any reason why he/she should do so. The Company and the Card Applicant agree to be bound by the Terms and Conditions of the Dual Currency Commercial Card User Agreement (the "User Agreement"), the Card Applicant acknowledges that he/she has received, read and understood the contents of the attached Important Terms and Conditions "BOC CUP Dual Currency Commercial Card (Card Applicant)", "BOC Credit Card Key Facts Statement" and, "Data Policy Notice" (or such other document(s) issued under whatsoever name from time to time by BOCCC and certain of its related entities relating to their general policies on the use, disclosure and transfer of personal data (as the same may be amended from time to time) and agrees to be bound by them. The Card Applicant also understands that the annual fee for the issuance of a BOC CUP Dual Currency Commercial Platinum Card is HK\$980.

Signature on behalf of the Company

X _____

Signature of Owner or two partners or Authorized Company Officer* with Company Chop/Stamp (Please do not amend / alter)
* Signature(s) must correspond with signature(s) on the Account Application Form (Form 1) and/or Board Resolution signed by the Authorized Company officer(s)

SIGNATURE of Card Applicant

Signature of Card Applicant (Please do not alter) (No Company Stamp is required)

Please fill in English Block Letter

Name of owner or two partners or authorized company officer: 1. _____ 2. _____

Position: 1. _____ 2. _____

Date 1. _____ 2. _____

Please send this application form and ID Card Copy of Card Applicant to any branch of BOC(HK) or to BOC Credit Card (International) Ltd at 20/F, BOC Credit Card Centre, 68 Connaught Road West, Hong Kong

NOTE:

▪ Documents supplied including this application form are not returnable. ▪ Should the Card Applicant be current BOC/VISA BOC Olympic Games/U-point/y not/Express Cash/Co-branded Card/Intown Virtual Credit Card Cardholder, his/her credit history and existing credit limit will be taken into consideration in final approval and credit judgment. ▪ Card Centre makes the final decision of final approval, credit limit and interest rate.

BOC Credit Card (International) Ltd is a subsidiary of Bank of China (Hong Kong) Limited

PROMO-1209-025

Important Terms and Conditions of Dual Currency Commercial Card (Card Applicant)

The important terms and conditions of the BOC Credit Card (International) Limited Dual Currency Commercial Card User Agreement ("**User Agreement**") are summarized below for your reference and you should read the User Agreement (available at our principal place of business or on our website at www.boci.com.hk) which shall be binding on you. Unless otherwise specified, capitalized terms listed in this document shall have the same meaning as those defined in the User Agreement.

1. Approval of the Card application and issue of the Card to you is subject to the approval of the corporation nominating your application ("**Corporation**") and our satisfactory verification of the data stated in your application form and the documents supplied by you and to our credit policy from time to time in force. We reserve the right to refuse your application without assigning any reason therefor. Where such application is approved by the Company, the Company will set up and maintain a Master Account for the Corporation, and will set up a Sub-account when a Card is issued to you, to which the Accounts' Charges will be debited and/or credited.
2. You agree to be bound by the terms and conditions of the User Agreement. A copy of the User Agreement is available at our principal place of business or on our website at www.boci.com.hk.
3. Immediately upon receipt of the Card, you have the responsibility to sign the Card on the space provided, and if so required by us activate the Card by acknowledging receipt of it or by other means according to our instructions. Your signature on the Card, or use or activation of the Card shall constitute conclusive evidence of your agreement to be bound by the terms and conditions of the User Agreement.
4. Use of the Card is restricted exclusively for bona fide purchase of goods and/or services and/or cash advances only and you shall not use the Card for any other purposes, in particular for any illegal purposes including without limitation payment for any illegal transaction. You and the Corporation shall also observe all the laws and regulations from time to time in operation in any other country or Mainland China in relation to any transaction conducted with the Card in such other country or Mainland China.
5. Neither you nor the Corporation shall transfer the Card to any person or allow any person to use the Card or pledge the Card as security for whatever purpose.
6. The Card is denominated in both HKD and CNY and is valid for your use in Mainland China, Hong Kong and such other places from time to time designated by us in merchant establishments or financial institutions which are using and connected to CUP's point of sales terminals and/or cash advances effected at the ATM or bank counter and such other credit card facilities or services as the Company may from time to time provide.
7. All Charges incurred in all card transactions effected by the use of the Card in HKD shall be posted into the HKD Account. All Charges incurred in all card transactions effected by the use of the Card in currencies other than HKD or CNY shall be posted into the HKD Account after conversion into HKD at the prevailing rate of exchange determined by reference to the rate of exchange adopted by CUP on the date of conversion plus a handling fee (if applicable) charged by the Company as set out in the Fees Schedule.
8. Subject to Clause 9, Charges incurred in all card transactions effected by the use of the Card in CNY will be posted to the CNY Account.
9. Charges incurred in certain card transactions effected by the use of the Card in CNY may be posted to the HKD Account due to the settlement arrangement if the card transactions are processed by the merchant establishments or financial institutions in HKD, including but not limited to Charges incurred through cash advances in CNY effected at the JETCO ATM.
10. All applicable fees, charges and interest payable in respect of the issue and use of the Card are set out in the Fees Schedule referred to in the User Agreement. A copy of the Fees Schedule is available at our principal place of business or on our website at www.boci.com.hk.
11. You shall strictly observe the credit limit, the cash advance limit and the daily cash advance limit imposed by us from time to time and shall not use the Card in excess of such limits. Breach of the foregoing shall not in any way reduce or discharge your liability for payment of any sums arising as a result of such breach. You and/or the Corporation shall forthwith upon demand pay to us any amount in excess of such limits.
12. You will receive from us a statement of account ("Statement")(for both HKD Account and CNY Account) on a monthly or other periodic basis showing (among other things) the current balance of your account, the minimum payment due from you to us (if applicable) and the payment due date. A copy of your Statement or a consolidated statement of account including information of your Statement will be sent to the Corporation. You agree to verify the transaction details of the Statement and notify us in writing of any error or unauthorized transaction within 60 days from the date of the Statement. Otherwise, we shall be entitled to treat all transactions shown on the Statement as correct and conclusive.
13. You should settle outstanding balance in HKD Account and CNY Account separately. All payment made to us pursuant to the User Agreement to settle the HKD Account shall be made in HKD subject to our discretion to accept payment in other currencies. If any payment is made in currencies other than HKD, such payment shall be credited into the HKD Account after conversion into HKD at a rate of exchange determined by us in which case we shall be entitled to charge a conversion fee as set out in the Fees Schedule. Any excess payment in settlement of HKD Account shall not be used to settle outstanding payments in CNY Account.
14. All payment made to us pursuant to the User Agreement to settle the CNY Account shall be made in CNY subject to our discretion to accept payment in other currencies. If any payment is made in currencies other than CNY, such payment shall be credited into the CNY Account after conversion into CNY at a rate of exchange determined by us in which case we shall be entitled to charge a conversion fee as set out in the Fees Schedule. Any excess payment in settlement of CNY Account shall not be used to settle outstanding payments in HKD Account.
15. You acknowledge and agree that if no payment or payment of less than the Current Balance is received by the Company on or before the Due Date, basic interest at a rate as set out in the Fees Schedule (which shall apply before as well as after judgment)("Basic Interest") shall be charged on a daily basis on:
 - (a) the unpaid balance from the date of the Statement until the Company's receipt of payment in full; and
 - (b) the amount of each New Transaction from the date of that New Transaction until the Company's receipt of payment in full.All Basic Interest charged shall be debited to the Account on a monthly or other periodic basis.
16. (Where the Company allows (in its absolute discretion) payment of less than the Current Balance on or before the Due Date) You acknowledge and agree that if no payment or payment of less than the Minimum Payment is received by the Company on or before the Due Date, in addition to the Basic Interest pursuant to Clause 15, a late charge as set out in the Fees Schedule shall be charged, which shall be debited to the Account on the date of the next Statement ("**Late Charge**").
17. (Where the Company allows (in its absolute discretion) payment of less than the Current Balance on or before the Due Date) You acknowledge and agree that if no payment or payment of less than the Minimum Payment is received by the Company on or before the relevant Due Date on two or more occasions in respect of 12 consecutive Statements ("**Triggering Event**"), in addition to the Basic Interest and the Late Charge, overdue interest at a rate set out in the Fees Schedule (which shall apply before as well as after judgment) ("**Overdue Interest Rate**") shall be charged on:

- (a) the unpaid balance from the day next following the date of the Statement first issued after the occurrence of the Triggering Event ("Relevant Date"); and
- (b) the amount of each New Transaction after the Relevant Date from the date of that New Transaction

on a daily basis until the Statement Date of the Statement first issued after cessation of the Triggering Event. For this purpose, a Triggering Event is deemed to have ceased where, reckoning from a Statement issued after its occurrence, there is not more than one occasion in respect of the 12 immediately preceding statements on which no payment or payment of less than the Minimum Payment is received by the Company on or before the relevant Due Date. All preferential interest rates applicable to the Account will be suspended until such time as the Overdue Interest Rate ceases to apply.

- 18. Payment made by you shall be applied towards repayment of the balance of your account in such order as we may in our absolute discretion determine from time to time.
- 19. You acknowledge that the Card is our property. You agree to take all necessary measures to keep the Card safely under your personal control and the personal identification number ("PIN") secret and use the Card in accordance with the procedures, instructions and/or security guidelines from time to time issued by us to prevent fraud.
- 20. It is your and the Corporation's responsibility to report as soon as reasonably practicable to us and to the police of any loss, theft and/or unauthorized use of the Card and/or PIN or suspected unauthorized use of the Card or any counterfeit card.
- 21. Notwithstanding anything contained in the User Agreement regarding credit period granted to you by us, you shall repay all sums due to us immediately upon our demand.
- 22. Provided that you and the Corporation have acted in good faith and with due care (including taking all necessary precautions to safeguard the Card and to report loss, theft and/or unauthorized use of the Card as soon as practicable) in handling the Card, your liability for loss, theft and/or unauthorized use of the Card (other than cash advances effected by the use of the PIN) shall not exceed the maximum amount as notified by the Company to the Cardholders from time to time (subject to applicable laws and regulations).
- 23. You shall be fully liable for all loss and damage arising out of or in connection with the loss, theft and/or unauthorized use of the Card/PIN if you or the Corporation have acted fraudulently or with gross negligence, or have failed to take all necessary precautions to prevent such loss, theft and/or unauthorized use of the Card/PIN, or if you fail to report such loss, theft and/or unauthorized use of the Card/PIN to us as soon as reasonably practicable (in which case you shall be liable for all such loss and damage before we receive your report of such loss theft and/or unauthorized use of the Card/PIN), or if the unauthorized use of the Card involves the use of your PIN with or without your knowledge and shall indemnify us against all losses, damages, liabilities and all reasonable costs and expenses incurred as a result thereof.
- 24. You shall jointly and severally with the Corporation be liable to us for any and all transactions effected and/or liabilities incurred by you and/or through the use of your Card.
- 25. You irrevocably authorize us at any time and from time to time to combine and set off your sub-account and other account(s) with us without prior notice.
- 26. You irrevocably authorize and instruct each of the Bank of China (Hong Kong) Limited, Nanyang Commercial Bank Limited and Chiyu Banking Corporation Limited with which you may have account(s) to debit and pay to us the credit balance thereof (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for the satisfaction of your liability to us without prior notice upon our request.
- 27. You acknowledge that in the event of your default in repayment of any amount from time to time due to us, we are entitled to appoint debt collection agencies and/or institute legal proceedings at any time without prior notice to you to enforce repayment. You agree to indemnify us against all costs and expenses reasonably incurred in connection with the appointment of debt collection agencies provided that the total collection costs recoverable against you shall in normal circumstances not exceed 30% of the aggregate outstanding balance of your account. You also agree to indemnify us against all legal costs and expenses reasonably incurred by us in enforcing payment via legal process.
- 28. We may (in our discretion) from time to time change any of the terms and conditions of the User Agreement and/or the Fees Schedule provided that we shall give you not less than 60 days' notice before any change of the terms and conditions affecting fees and charges and your liabilities or obligations takes effect (where the notice of overdue interest rate shall be given with at least one statement cycle), unless such changes are beyond our control. You may terminate the Card in accordance with the User Agreement if you do not accept our proposed change.
- 29. You may at any time terminate the Card by giving not less than 14 days' prior written notice to us provided that you shall remain liable for the outstanding balance of the Account together with all transactions effected through the use of the Card and any fees and charges which have not yet been posted to the Account notwithstanding such termination until all sums due under the Account (whether or not posted to the Account) are paid in full.
- 30. We may at any time without notice and without giving any reason suspend, cancel or terminate the Card and/or any services thereby offered and/or disapprove any transaction proposed to be effected by the Card. Upon cancellation or termination, you must unconditionally and immediately cease using of the Card for any purpose.
- 31. Where the Card is used through ATM, point of sale terminals or other devices, the use of any services (including ATM services within or outside Hong Kong are subject to the respective daily transaction limits and the scope of service as determined by the Company from time to time) through such shall be subject to the terms and conditions (including without limitation the "Conditions for Services" and "Retail Banking Services General Information" of the Banks) which may govern any other services provided through the Card. Cardholders are required to activate the ATM services outside Hong Kong in advance and complete the transaction setting via the appropriate channel designated by the Company from time to time.
- 32. If there is any inconsistency or conflict between the English and the Chinese versions of these terms and conditions, the English version shall prevail. In the event of any inconsistency between the terms and conditions stated herein and the User Agreement, the User Agreement shall prevail.

Data Policy Notice

1. This Notice sets out the data policies of BOC Hong Kong (Holdings) Limited and its subsidiaries, including Bank of China (Hong Kong) Limited, Nanyang Commercial Bank, Limited, Chiyu Banking Corporation Limited, BOC Credit Card (International) Limited, BOC Group Life Assurance Company Limited, Po Sang Futures Limited, BOCHK Asset Management Limited (each a "Company") in respect of their respective data subjects (as hereinafter defined). The rights and obligations of each Company under this Notice are several and not joint. No Company shall be liable for any act or omission by another Company.
2. For the purposes of this Notice, the "Group" means the Company and its holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated. Affiliates include branches, subsidiaries, representative offices and affiliates of the Company's holding companies, wherever situated.
3. The term "data subject(s)", wherever mentioned in this Notice, includes the following categories of individuals :-
 - (a) applicants for or customers/users of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and so forth provided by a Company and their authorized signatories;
 - (b) sureties, guarantors and parties providing security, guarantee or any form of support for obligations owed to a Company;
 - (c) directors, shareholders, officers and managers of any corporate applicants and data subjects/users; and
 - (d) suppliers, contractors, service providers and other contractual counterparties of the Company.For the avoidance of doubt, "data subjects" shall not include any incorporated bodies. The contents of this Notice shall apply to all data subjects and form part of any contracts for services that the data subjects have or may enter into with the Company from time to time. If there is any inconsistency or discrepancy between this Notice and the relevant contract, this Notice shall prevail insofar as it relates to the protection of the data subjects' personal data. Nothing in this Notice shall limit the rights of the data subjects under the Personal Data (Privacy) Ordinance (Cap. 486, Laws of Hong Kong) (the "Ordinance").
4. From time to time, it is necessary for the data subjects to supply the Company with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of financial, insurance, credit card, securities, commodities, investment and related services and products and facilities.
5. Failure to supply such data may result in the Company being unable to open or continue accounts or establish or continue banking facilities or provide financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities.
6. Data relating to the data subjects are collected or received by the Company from time to time. Such data may include, but not limited to, data collected from data subjects in the ordinary course of the continuation of the relationship between the Company and data subjects, for example, when data subjects write cheques, deposit money, effect transactions through credit cards issued or serviced by the Company or generally communicate verbally or in writing with the Company.
7. The purposes for which the data relating to the data subjects may be used will vary depending on the nature of the data subjects' relationship with the Company, they may include the following :
 - (a) assessing the merits and suitability of the data subjects as actual or potential applicants for financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and/or processing and/or approving their applications, renewals and cancellations;
 - (b) enabling the Company to ensure the daily operation of the services and credit facilities provided to the data subjects;
 - (c) conducting credit checks whenever appropriate (including, without limitation, 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) and carrying out matching procedures (as defined in the Ordinance);
 - (d) creating and maintaining the Company's scoring models;
 - (e) providing reference;
 - (f) assisting other financial institutions to conduct credit checks and collect debts;
 - (g) ensuring ongoing credit worthiness of data subjects;
 - (h) researching and/or designing financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities for data subjects' use;
 - (i) marketing services, products and other subjects (please see further details in paragraph 10 below);
 - (j) determining amounts owed to or by the data subjects;
 - (k) enforcing data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security for data subjects' obligations;
 - (l) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Company or any of its branches or that it is expected to comply according to:
 - (i) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (ii) 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 the Hong Kong Special Administrative Region existing currently and in the future;
 - (iii) 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 Company or any of its branches 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;
 - (m) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Group 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 or other unlawful activities;
 - (n) enabling an actual or proposed assignee of the Company, or participant or sub-participant of the Company's rights in respect of the data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (o) comparing data of data subjects or other persons for credit checking, data verification or otherwise producing or verifying data, whether or not for the purpose of taking adverse action against the data subjects;
 - (p) maintaining a credit history or otherwise, a record of data subjects (whether or not there exists any relationship between data subjects and the Company) for present and future reference; and
 - (q) purposes incidental, associated or relating to Paragraph 7.
8. Data held by the Company relating to data subjects will be kept confidential but the Company may provide and disclose (as defined in the Ordinance) such data to the following parties for the purposes set out in the previous paragraph: -
 - (a) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Company in connection with the operation of its business, wherever situated;
 - (b) any other person under a duty of confidentiality to the Company including any member of the Group which has undertaken to keep such information confidential;
 - (c) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (d) any person making payment into the data subject's account;
 - (e) any person receiving payment from the data subject, the banker of such person and any intermediaries which may handle or process such payment;
 - (f) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (g) any financial institution, charge or credit card issuing companies, insurance company, securities and investment company with which the data subjects have or propose to have dealings;
 - (h) any person to whom the Company or any of its branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Company or any of its branches, 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 Company or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company or any of its branches 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 the Hong Kong Special Administrative Region and may be existing currently and in the future;

- (i) any actual or proposed assignee of the Company or participant or sub-participant or transferee of the Company's rights in respect of the data subject; and
- (j) (i) any member of the Group;
 - (ii) third party financial institutions, insurers, credit card companies, securities, commodities and investment services providers;
 - (iii) third party reward, loyalty, co-branding and privileges programme providers;
 - (iv) co-branding partners of the Company and the Group (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);
 - (v) charitable or non-profit making organisations; and
 - (vi) 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 Company engages for the purposes set out in paragraph (7)(i) above, wherever situated.

The Company may from time to time transfer the data relating to the data subjects to a place outside Hong Kong Special Administrative Region for the purposes set out in paragraph 7 above.

9. With respect to data in connection with mortgages applied by the data subject (if applicable, and 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 following data relating to the data subject (including any updated data of any of the following data from time to time) may be provided by the Company, on its own behalf and/or as agent, to a credit reference agency:

- (a) full name;
- (b) 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);
- (c) identity card number or travel document number ;
- (d) date of birth;
- (e) correspondence address;
- (f) mortgage account number in respect of each mortgage;
- (g) type of the facility in respect of each mortgage;
- (h) 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
- (i) if any, mortgage account closed date in respect of each mortgage.

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

10. **USE OF DATA IN DIRECT MARKETING**

The Company intends to use the data subject's data in direct marketing and the Company requires the data subject's consent (which includes an indication of no objection) for that purpose. The specific requirement regarding data subject's consent (which includes an indication of no objection) under Part VIA of the Personal Data (Privacy) Ordinance 2012 shall take effect on a day to be appointed by the Secretary for Constitutional and Mainland Affairs by notice published in the Gazette, tentatively on 1st April 2013. In this connection, please note that:

- (a) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of the data subject held by the Company from time to time may be used by the Company in direct marketing;
- (b) the following classes of services, products and subjects may be marketed:
 - (i) financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities;
 - (ii) reward, loyalty or privileges programmes and related services and products;
 - (iii) services and products offered by the Company'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
 - (iv) donations and contributions for charitable and/or non-profit making purposes;
- (c) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Company and/or:
 - (i) any member of the Group;
 - (ii) third party financial institutions, insurers, credit card companies, securities, commodities and investment services providers;
 - (iii) third party reward, loyalty, co-branding or privileges programme providers;
 - (iv) co-branding partners of the Company and the Group (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
 - (v) charitable or non-profit making organisations;
- (d) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph 10(a) above to all or any of the persons described in paragraph 10(c) above for use by them in marketing those services, products and subjects, and the Company requires the data subject's written consent (which includes an indication of no objection) for that purpose;

If a data subject does not wish the Company 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 Company.

11. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, any data subject has the right: -
- (a) to check whether the Company holds data about him and of access to such data;
 - (b) to require the Company to correct any data relating to him which is inaccurate;
 - (c) to ascertain the Company's policies and practices in relation to data and to be informed of the kind of personal data held by the Company;
 - (d) 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
 - (e) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Company to a credit reference agency, to instruct the Company, 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 Company to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
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(e) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
13. In the event any amount in an account is written-off due to a bankruptcy order being made against the data subject, the account repayment

data (as defined in paragraph 11(e) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency, whichever is earlier.

14. In accordance with the terms of the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.
15. The persons 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: -
- | | | | |
|--|---|--|--|
| <u>Bank of China (Hong Kong) Limited</u>
The Data Protection Officer
Bank of China (Hong Kong) Limited
Bank of China Tower
1 Garden Road
Hong Kong
Facsimile: (852) 2899 2613 | <u>Nanyang Commercial Bank, Limited</u>
The Data Protection Officer
Nanyang Commercial Bank, Ltd.
151 Des Voeux Road Central
Hong Kong
Facsimile: (852) 2815 3333 | <u>Chiyu Banking Corporation Limited</u>
The Data Protection Officer
Chiyu Banking Corporation Limited
78 Des Voeux Road Central
Hong Kong
Facsimile: (852) 2810 4207 | <u>BOC Credit Card (International) Limited</u>
The Data Protection Officer
BOC Credit Card (International) Limited
20/F., BOC Credit Card Centre
68 Connaught Road West
Hong Kong
Facsimile: (852) 2541 5415 |
| <u>BOC Group Life Assurance Company Limited</u>
The Data Protection Officer
BOC Group Life Assurance Company Limited
13-21/F, BOC Group Life Assurance Tower
136 Des Voeux Road Central
Hong Kong
Facsimile: (852) 2860 0670 | <u>Po Sang Futures Limited</u>
The Data Protection Officer
Po Sang Futures Limited
1/F, Wing On House
71 Des Voeux Road Central
Hong Kong
Facsimile : (852) 2854 1955 | <u>BOCHK Asset Management Limited</u>
The Data Protection Officer
BOCHK Asset Management Limited
32/F, Bank of China Tower
1 Garden Road
Hong Kong
Facsimile : (852) 2532 8216 | |
16. The Company may have obtained a credit report on the data subject from a credit reference agency in considering any application for credit. In the event that the data subject wishes to access the credit report, the Company will advise the contact details of the relevant credit reference agency.
17. If there is any inconsistency between the English version and the Chinese version of this Notice, the Chinese version shall prevail in relation to any matters arising in the Mainland China exclusive of Hong Kong Special Administrative Region, the English version shall prevail in relation to any matters arising in Hong Kong Special Administrative Region and elsewhere.

December 2012

According to the Personal Data (Privacy) Ordinance, if you choose not to receive promotional materials from BOC Credit Card (International) Limited, please fill in the form below (and tick the checkbox as appropriate) and return to "20/F BOC Credit Card Centre, 68 Connaught Road West, HK". No fee will be charged for this arrangement. Please call our BOC Credit Card Customer Services Hotline (852) 2214 3417 for any enquiries.



Opt-out Processing Request Form for Customers of BOC Credit Card (International) Limited

To: BOC Credit Card (International) Limited
20/F., BOC Credit Card Centre, 68 Connaught Road West,
Hong Kong.

I **do not wish** to receive any promotional material from BOC Credit Card (International) Limited via the following channel(s)*:

- Telephone Call Direct Mailing SMS Promotion Email
 All of above channels

Customer Name: _____ Contact No.: _____ Date : _____

Any BOC credit card / Personal Loan Account No. (Please fill in this mandatory field): _____ [If BOC credit card / Personal Loan Account no. cannot be provided, please provide HKID/Passport No.]

* If you do not indicate your choice by ticking any of the above check boxes, you are deemed to select "All of the above channels".

BOC Credit Card Key Facts Statement

(Effective Date: 17 December 2012)

Interest Rates and Interest Charges

Annualised Percentage Rate (APR) for Retail Spending / Cash Advance	Maximum 34.49%* for retail spending / 36.74%* for cash advance when you open your account and it will be reviewed from time to time.
Overdue APR for Retail Spending / Cash Advance	No interest will be payable if the outstanding balance is paid in full on or before the due date. If no payment or payment of less than the outstanding balance is made on or before the due date, interest will be charged on a daily basis at the then prevailing interest rate (that is to say, an interest-free period of 26 days from the date of the statement will not be available). Interest will be charged on (1) the unpaid balance from the date of the statement until payment is made in full thereof and (2) the amount of each new transaction (i.e. a transaction occurring at any time after the last transaction as shown in the statement, or at any time before that last transaction which has not been debited to the cardholder's account and shown in the statement) from the date of that new transaction until payment is made in full thereof (a minimum charge of HK\$5 / CNY5 (where applicable for HKD or CNY account respectively) is imposed). Such charge will be recorded in the next statement.
Overdue APR for Retail Spending / Cash Advance	If you have not made any payment or you have made a payment of less than the minimum payment on or before the relevant due date on two or more occasions in respect of 12 consecutive statements ("Triggering Event"), we will charge overdue interest rate ("Overdue Interest Rate") at an additional rate of 4% over the basic interest rate applicable to the outstanding balance in your credit card account (bringing the annualized percentage rate (APR) to a maximum of 36.22%* (for retail spending) and 38.62%* (for cash advance)). If a Triggering Event occurs, we will charge the Overdue Interest Rate during the period from the day following the statement date of the statement first issued after the occurrence of the Triggering Event until the statement date of the statement first issued after cessation of the Triggering Event. All preferential interest rate applicable to the account will be suspended until such time as the Overdue Interest Rate ceases to apply.

Interest Free Period	Up to 56 days												
Minimum Payment	HK\$50 / CNY50 (where applicable for HKD or CNY account respectively) or the summation of item (i) to (iv) (whichever is higher), (i) total outstanding billed interest, fees and charges; (ii) any overdue minimum payment amount from previous monthly statement (where applicable); (iii) total of over-limit amount (where applicable) (excluding items (i) and (ii) above); and (iv) 1% of the remaining principal balance (excluding items from (i) to (iii) above).												
Major Fees													
Annual Fee	<table border="1"> <tr> <th>Main Card (per annum)</th> <th>Additional Card (per annum)</th> </tr> <tr> <td>Visa Infinite Card HK\$1,600</td> <td>HK\$800</td> </tr> <tr> <td>Platinum Card[^] HK\$800</td> <td>HK\$600</td> </tr> <tr> <td>Gold/Titanium Card HK\$550</td> <td>HK\$275</td> </tr> <tr> <td>Classic Card HK\$220</td> <td>HK\$110</td> </tr> <tr> <td>Private Label Card HK\$220</td> <td>HK\$110</td> </tr> </table>	Main Card (per annum)	Additional Card (per annum)	Visa Infinite Card HK\$1,600	HK\$800	Platinum Card [^] HK\$800	HK\$600	Gold/Titanium Card HK\$550	HK\$275	Classic Card HK\$220	HK\$110	Private Label Card HK\$220	HK\$110
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Classic Card HK\$220	HK\$110												
Private Label Card HK\$220	HK\$110												
Cash Advance Handling Fee	<table border="1"> <tr> <th colspan="2">Hong Kong Dollar Credit Card</th> </tr> <tr> <td colspan="2">Hong Kong:</td> </tr> <tr> <td colspan="2"> • 3.5% plus HK\$20 (HK\$25 through PLUS / CIRRUS ATM) per transaction Outside Hong Kong: • 4% plus HK\$20 (HK\$25 through PLUS / CIRRUS ATM) per transaction </td> </tr> <tr> <th colspan="2">CUP Dual Currency Credit Card</th> </tr> <tr> <td colspan="2">HKD Account:</td> </tr> <tr> <td colspan="2"> • 3.5% (4% through CUP ATM) plus HK\$20 per transaction CNY Account: • 3.5% plus CNY20 per transaction made in Hong Kong • 4% plus CNY25 per transaction made in Mainland China </td> </tr> </table>	Hong Kong Dollar Credit Card		Hong Kong:		• 3.5% plus HK\$20 (HK\$25 through PLUS / CIRRUS ATM) per transaction Outside Hong Kong: • 4% plus HK\$20 (HK\$25 through PLUS / CIRRUS ATM) per transaction		CUP Dual Currency Credit Card		HKD Account:		• 3.5% (4% through CUP ATM) plus HK\$20 per transaction CNY Account: • 3.5% plus CNY20 per transaction made in Hong Kong • 4% plus CNY25 per transaction made in Mainland China	
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Fees relating to Foreign Currency Transactions (Applicable to Hong Kong Dollar Credit Card only)	1.95%⁶ of every transaction effected in a currency other than Hong Kong Dollars.
Late Charge	5% of the minimum payment amount (subject to a minimum of HK\$180 / CNY180 and a maximum of HK\$300 / CNY300) (where applicable for HKD or CNY account respectively).
Overlimit Handling Fee	HK\$180 per statement period
Returned Cheque & Rejected Autopay Charge	HK\$100 / CNY100 per transaction (where applicable for HKD or CNY account respectively).

Please visit the website of BOC Credit Card (International) Ltd. at www.boci.com.hk for full version of relevant Credit Card Fees Schedule and User Circular.

Remarks:

- The APR is calculated in accordance with the guidelines laid down in the Code of Banking Practice.
- The handling fees include the reimbursement charge levied by VISA/MasterCard on BOC Credit Card (International) Ltd. at the rate of **1%**. MasterCard transactions in Hong Kong Dollars incurred outside of Hong Kong will be imposed a reimbursement charge of **0.95%** (inclusive of the reimbursement charge levied by MasterCard at the rate of **0.8%**).
- Annual fee of BOC HKUST Platinum Card is **HK\$600** for main card and **HK\$300** for additional card.
- BOC Credit Card (International) Ltd. reserves the right to vary the fees and charges from time to time by notice to customers. The fees and charges for other card products and/or services may be separately published.
- The English version of this notice shall prevail whenever there is any discrepancy between the English and the Chinese versions.