

BOC Commercial Card Application Form

Perpetual
Annual Fee Waiver

(For Corporate Customer of Bank of China (Hong Kong) /
Nanyang Commercial Bank Ltd. / Chiyu Banking Corporation Ltd. only)

Promotion Period: From now until 31 December 2021

Application criteria: • Company must be of Sole Proprietorship, Partnership or Limited Company registered/incorporated in Hong Kong SAR or Macau SAR • Company established at least for 6 months or more • The designated card applicant must be over 18 years of age • Additional Card application will not be accepted • Only accept Corporate Customer applications originated from clients of Bank of China (HK) / Nanyang Commercial Bank Ltd. / Chiyu Banking Corporation Ltd. ALL

Bank and Branch Code Staff Name Staff Code

Please complete in BLOCK CAPITALS and tick the box e.g. "✓" where appropriate Staff Tel. No. RoadShow SC=

CARD TYPE SELECTION (can apply for one or more Commercial Card)



BOC Visa Infinite
Business Card
905 (PM0000)



BOC Visa Business
Platinum Card
901 (PM0000)



BOC UnionPay Dual Currency
Commercial Platinum Card
904 (PM0000)

Remark: BOC Commercial Platinum Card is applicable for company with deposit of or over HK\$50,000 ; BOC Visa Infinite Business Card is applicable for company with deposit of or over HK\$1,000,000. For the documentation requirement details, please refer to the Documentation Required section of the application form.

COMPANY INFORMATION

Company Name in English "the Company"

Company Name in Chinese

Business Registration
Certificate Number
(Please attach copy)

Certificate of
Incorporation Number
(Please attach copy)

Sole Proprietorship
 Partnership
 Limited Company

Company Name to be embossed in English on the Commercial Card (Not to exceed 18 Characters)
(Should the name chosen not representative enough or longer than 18 characters, Card Centre will decide at its sole discretion)

No. of staff

Date Company
Established /
Incorporation

^ Company Registered Address in English

Room/Flat Floor Block Name of Building

No. & Name of Street

District

HK 1 KLN 2 NT 3 China Location Code

^ Company Tel. No. Country/
Region Code Area Code Ext.

Business Nature

Country / Jurisdiction
Company Registered /
Incorporation

Name of Company Contact Person

Department

^ Contact Tel. No.

BILLING INSTRUCTION

Please choose the billing system for the Company Account by putting a "✓" in the box (If none specified, Central Billing applies)

Central Billing ₀ or Individual Billing ₁

COMPANY ACCOUNT REPORT RECIPIENT (Must Provide)

Recipient's Name in English

Position

Department

^ Correspondence Address in English (for Bills) (Please fill in if it is different from company registered address.)

China Location Code

COMPANY AUTHORIZED PERSON(S) (For Sole Proprietorship and Partnership only)

Please indicate the name(s) of the person(s) authorized to sign related Commercial Card program documents for and on behalf of the company
(Please provide HKID copy and the current 3 months of residential address proof.)

Authorized Person 1

Authorized Person 2

Authorized Person 3

Name in English

Name in Chinese

Formerly Used Name/Alias
(if applicable)(Please provide proof(s))

Position

Specimen Signature

BOARD RESOLUTION (For Limited Company only)

Minutes of a Meeting of the Board of Directors of the Company held at _____
 _____ (Place of Meeting) _____ day of _____

(1) THAT, an application be made to the BOC Credit Card (International) Ltd (“BOCCC”) for the BOC Commercial Card and/or BOC UnionPay Dual Currency Commercial Card program, that any _____ of the below authorized officer(s) (total number of _____ Authorized Officers) is/are to sign and act on behalf of the Company and as the authorizer(s) for the said application/account.

Name _____ Specimen Signature _____
 Name _____ Specimen Signature _____
 Name _____ Specimen Signature _____

(2) That the duly completed application form and the attached Declaration and Agreement therein stated have been reviewed and hereby approved by the Board.

(3) That any of the above Authorized Officer(s) is/are to sign on behalf of the Company any such further document(s) and execute any amendment or supplement to the Documents and such other documents and do such other things as may be required by the BOCCC in connection therewith which the Authorized Officer(s) may deem necessary and proper.

(4) That a copy of these minutes (certified as a true copy by a Director or the Secretary) be delivered to BOCCC and the resolutions referred to herein shall remain in force, and BOCCC shall be entitled to rely thereon, until a certified copy of amending resolution duly passed by the Board of Directors of the Company shall have been delivered to BOCCC.

(5) That these resolutions be communicated to BOCCC and remain in force and effect until an amending resolution shall be passed by the Board of Directors and a copy thereof certified by the Chairman of the Board Meeting shall have been sent to and actually received by BOCCC.

I, the undersigned, do further certify that the above resolutions were duly adopted by the Board of Directors of the Company/Corporation in accordance with the Company/Corporation Memorandum and Articles of Association, that such resolutions have not been revoked or amended and are in full force and effect, and that the Company/Corporation has full corporate power to resolve matters referred to in said resolution.

X

 Chairman/Director (Chairman should be a Director) Name _____ Date _____
 (Need not to be stamped by Company Chop)

CARD APPLICANT INFORMATION

| | Card Applicant 1 | Card Applicant 2 | Card Applicant 3 |
|--|---|---|---|
| Name in English <small>(Max. 19 characters. Should the name chosen not representative enough or longer than 19 characters, Card Centre will decide at its sole discretion)</small> | | | |
| Name in Chinese | | | |
| Formerly Used Name/Alias <small>(if applicable)(Please provide proof(s))</small> | | | |
| Nationality <small>(Country/Region)</small> | | | |
| Date of Birth (DD/MM/YY) | | | |
| ID Card / Passport No. <small>(Please attach copy)</small> | | | |
| Position | | | |
| ^ Residential Address in English <small>(P.O. Box is not acceptable)</small> | | | |
| | | | |
| | | | |
| | | | |
| | China Location Code _____ | China Location Code _____ | China Location Code _____ |
| ^ E-mail Address | | | |
| ^ Hong Kong Residential Tel. No. | | | |
| ^ Company Tel. No. | Country/Region Code Area Code Ext. _ - _ - _ _ | Country/Region Code Area Code Ext. _ - _ - _ _ | Country/Region Code Area Code Ext. _ - _ - _ _ |
| ^ Mobile Phone No. | Country/Region Code Area Code _ - _ - _ _ | Country/Region Code Area Code _ - _ - _ _ | Country/Region Code Area Code _ - _ - _ _ |
| CARD TYPE SELECTION AND CREDIT LIMIT <small>If the application for the requested card type is not approved or no selection made for the card type, BOCCC will decide on the card type & credit limit to be approved for your application without notice</small> | <input type="checkbox"/> BOC Visa Infinite Business Card 905 (PM0000) <input type="checkbox"/> BOC Visa Business Platinum Card 901 (PM0000) <input type="checkbox"/> BOC UnionPay Dual Currency Commercial Platinum Card 904 (PM0000) Request Credit Limit (round up to the nearest thousand and express in terms of thousands) _____ | <input type="checkbox"/> BOC Visa Infinite Business Card 905 (PM0000) <input type="checkbox"/> BOC Visa Business Platinum Card 901 (PM0000) <input type="checkbox"/> BOC UnionPay Dual Currency Commercial Platinum Card 904 (PM0000) Request Credit Limit (round up to the nearest thousand and express in terms of thousands) _____ | <input type="checkbox"/> BOC Visa Infinite Business Card 905 (PM0000) <input type="checkbox"/> BOC Visa Business Platinum Card 901 (PM0000) <input type="checkbox"/> BOC UnionPay Dual Currency Commercial Platinum Card 904 (PM0000) Request Credit Limit (round up to the nearest thousand and express in terms of thousands) _____ |

^ Customers' contact information (including but not limited to mobile phone number and email address) may be used for notifying important matters relating to their credit card accounts. If the relevant contact information is not provided, you will not be able to receive important risk notifications from the Company and the service of your credit card may be affected.

| | Card Applicant 1 | Card Applicant 2 | Card Applicant 3 |
|---|---|--|--|
| Welcome Gift If the card applicant does not specify or choose more than one welcome gift, BOCCC will select one for the card applicant. | <input type="checkbox"/> HK\$500 Free Spending Credit (ws) ^{or} <input type="checkbox"/> HK\$200 Free Spending Credit (wc) | <input type="checkbox"/> HK\$500 Free Spending Credit (ws) ^{or} <input type="checkbox"/> HK\$200 Free Spending Credit (wc) | <input type="checkbox"/> HK\$500 Free Spending Credit (ws) ^{or} <input type="checkbox"/> HK\$200 Free Spending Credit (wc) |
| Correspondence Address / Statements Settings of Commercial Card | <input type="checkbox"/> Residential <input type="checkbox"/> Company Correspondence Address | <input type="checkbox"/> Residential <input type="checkbox"/> Company Correspondence Address | <input type="checkbox"/> Residential <input type="checkbox"/> Company Correspondence Address |
| ATM Screen Language | <input type="checkbox"/> Chinese ₁ <input type="checkbox"/> English ₂ | <input type="checkbox"/> Chinese ₁ <input type="checkbox"/> English ₂ | <input type="checkbox"/> Chinese ₁ <input type="checkbox"/> English ₂ |
| Set-up opt-out of "Over-the-limit Facility" function | <input type="checkbox"/> I request BOCCC to set up the parameters for my credit card approved as a result of this application to decline over-the-limit transaction whenever it occurs so as to avoid any charge for Overlimit Handling Fee. If you wish to set-up opt-out of Over-the-limit Facility function for other BOC credit card account(s), please do so separately for each account. To find out more about the service terms for opting out of the "Over-the-limit Facility" function, please refer to the enclosed Terms and Conditions. | <input type="checkbox"/> I request BOCCC to set up the parameters for my credit card approved as a result of this application to decline over-the-limit transaction whenever it occurs so as to avoid any charge for Overlimit Handling Fee. If you wish to set-up opt-out of Over-the-limit Facility function for other BOC credit card account(s), please do so separately for each account. To find out more about the service terms for opting out of the "Over-the-limit Facility" function, please refer to the enclosed Terms and Conditions. | <input type="checkbox"/> I request BOCCC to set up the parameters for my credit card approved as a result of this application to decline over-the-limit transaction whenever it occurs so as to avoid any charge for Overlimit Handling Fee. If you wish to set-up opt-out of Over-the-limit Facility function for other BOC credit card account(s), please do so separately for each account. To find out more about the service terms for opting out of the "Over-the-limit Facility" function, please refer to the enclosed Terms and Conditions. |
| ▼ Card Collection Please refer to "Card Collection" section in this application form | Bank Code Branch Code _____ | Bank Code Branch Code _____ | Bank Code Branch Code _____ |
| Connected Parties | As at the date of this application, are you one of the following persons or their relatives: director/supervisor/chief executive/senior management and key staff/chairman of committee/head of department/head of branch/lending officer/controller (holdings 5% or more shareholding alone or together with associates who are controllers) of BOCHK or Bank of China Ltd (including their subsidiaries and branches) or BOCHK's subsidiaries, affiliates and other entities over which BOCHK is able to exert control or controller/minority shareholder controller/director/senior management and key staff of such subsidiaries, affiliates and other entities or being any firm, partnership or non-listed company which any of the aforesaid persons or their relatives is/are able to control? Would any of your directors, partners, managers or agents be BOCHK or any of its controllers or minority shareholder controllers or directors or their relatives? Would any of your guarantors be any controller, minority shareholder controller or director of BOCHK or their relatives? | | |
| | <input type="checkbox"/> NO I/We confirm that I am/we are not any of the above persons or their relatives. I/We undertake to notify BOCHK and the Card Company promptly should my/our status change, i.e. I/we become one of the above persons or their relatives. | <input type="checkbox"/> NO I/We confirm that I am/we are not any of the above persons or their relatives. I/We undertake to notify BOCHK and the Card Company promptly should my/our status change, i.e. I/we become one of the above persons or their relatives. | <input type="checkbox"/> NO I/We confirm that I am/we are not any of the above persons or their relatives. I/We undertake to notify BOCHK and the Card Company promptly should my/our status change, i.e. I/we become one of the above persons or their relatives. |
| | <input type="checkbox"/> Yes Please complete the following information. Chinese Name _____ English Name _____ _____ Company Name _____ _____ Department _____ Relationship with Applicant _____ _____ | <input type="checkbox"/> Yes Please complete the following information. Chinese Name _____ English Name _____ _____ Company Name _____ _____ Department _____ Relationship with Applicant _____ _____ | <input type="checkbox"/> Yes Please complete the following information. Chinese Name _____ English Name _____ _____ Company Name _____ _____ Department _____ Relationship with Applicant _____ _____ |
| Customer Declaration - Mandatory For Non-Hong Kong Resident Applying For UnionPay Dual Currency Credit Card | <input type="checkbox"/> 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 BOCCC as holder of Hong Kong Identity Card. | <input type="checkbox"/> 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 BOCCC as holder of Hong Kong Identity Card. | <input type="checkbox"/> 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 BOCCC as holder of Hong Kong Identity Card. |
| | <input type="checkbox"/> 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 identity/status applied dual currency card(s) (including but not limited to main card or additional card) with BOCCC and am still maintaining it/them. The dual currency card account number(s) is/are: _____ | <input type="checkbox"/> 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 identity/status applied dual currency card(s) (including but not limited to main card or additional card) with BOCCC and am still maintaining it/them. The dual currency card account number(s) is/are: _____ | <input type="checkbox"/> 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 identity/status applied dual currency card(s) (including but not limited to main card or additional card) with BOCCC and am still maintaining it/them. The dual currency card account number(s) is/are: _____ |
| | I understand that BOCCC will only accept my dual currency card application either as Hong Kong resident or non-Hong Kong resident, depending on whether I am a holder of Hong Kong Identity Card. BOCCC 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 holder of Hong Kong Identity Card after the date of this declaration, I shall as soon as practicable inform BOCCC of the change. I understand that BOCCC will, upon receiving such notification, update its record and provide credit card services according to relevant regulatory requirements applicable to my status as Hong Kong resident. I understand that BOCCC 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 undertaking above, and BOCCC shall not be liable for any loss or claim in connection with or arising from such breach. | | |
| | ▼ New credit card will be mailed to correspondence address. You will be informed to collect the new credit card at branch if it cannot be sent by post under certain circumstances. Please select card collection location if choose to collect at branch. | | |

| | Card Applicant 1 | Card Applicant 2 | Card Applicant 3 |
|---|--|---|---|
| Card Applicant Declaration and Signature | <p>The individual Card Applicant(s) ("Card Applicant") declare and warrant that all the information and documents provided in this/these application(s) are true and complete and authorize BOCC Credit Card (International) Ltd ("BOCCC") and/or its agents to enquire and obtain from the Card Applicant(s) banker(s), financial and credit reference institutions and/or any other credit or source information deemed necessary for the verification thereof and for the processing and evaluation of this/these application(s) and, if the Card Applicant(s) application(s) are approved, for the operation of the Card Applicant(s) account(s). If the Card Applicant(s) are the existing customer(s) of the BOCCC and/or have previously supplied any data to the BOCCC for application purpose, unless the Card Applicant provides further updated data in this application form, each Card Applicant confirms that all his/her existing records and/or the supplied data are up-to-date. The Card Applicant(s) further agree to notify BOCCC promptly in writing upon occurrence of any changes to that information, in any event not later than 30 days after such change, and to provide certified copies of any replacement or documents (including supporting and other documents required under any laws, regulations or guidelines issued by any regulatory or tax authorities, if applicable). Upon approval of card application, the Card Applicant(s) agree and authorize BOCCC to transfer and deliver all his/her information on this form to the Bank of China (Hong Kong) Limited[#] ("BOCHK") for updating his/her existing record(s) at BOCHK[#]. The Card Applicant(s) acknowledge that BOCCC or BOCHK[#] has the right to rely on the information obtained or that comes to its knowledge from any source it may consider appropriate to update his/her existing information and may require his/her confirmation if necessary. The Card Applicant(s) further authorize BOCCC to disclose any information regarding the Card Applicant(s) and/or this application and/or the 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 Applicant(s) agree and understand that the data held by the BOCCC may be transferred to other places (including places outside Hong Kong) at any time and from time to time where the BOCCC deems necessary. The Card Applicant(s) 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 Card Applicant(s) both agree to be bound by the Terms and Conditions of the BOC Commercial Card User Agreement (the "User Agreement"), the Card Applicant(s) acknowledges that he/she has received, read and understood the contents of the attached Important Terms and Conditions "BOC Commercial Card (Card Applicant)", terms & conditions of welcome offer, "BOC Credit Card Key Facts Statement", terms and conditions for opt-out of "Over-the-limit Facility" function and the "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(s) understand that BOCCC does not engage with any financial intermediary and BOCCC does not accept any credit card application referred to it by any financial intermediary or third party. The Card Applicant(s) also confirm that his/her credit card application is not a referral by any financial intermediary or third party, nor the Card Applicant(s) have provided any personal information to financial intermediary or third party for procuring, negotiating, obtaining or application of this credit card.</p> <p>Remark: [#]Applicable to customer holding any accounts with BOCHK and/or credit card customer bound by the "Credit Card Agreement" (in which BOCHK is added as a contractual party to the agreement).</p> | | |
| | <p>I do not wish BOCCC and BOCHK[#] to use my personal data in direct marketing via the following channel(s)(please use "☑" to select the channel(s)):</p> | | |
| | <input type="checkbox"/> Electronic Channels <input type="checkbox"/> Personal Call | <input type="checkbox"/> Mail <input type="checkbox"/> Electronic Channels <input type="checkbox"/> Personal Call | <input type="checkbox"/> Mail <input type="checkbox"/> Electronic Channels <input type="checkbox"/> Personal Call |
| | <p>If I return this Form without crossing any of the above boxes, I understand it means that I <u>do not wish</u> to opt-out from any form of BOCCC's and BOCHK's[#] direct marketing.</p> | | |
| | <input type="checkbox"/> To improve and provide more comprehensive services to customers, I understand that BOCCC and BOCHK[#] may provide my personal data to other members of the Group* and other persons [^] for their use in direct marketing of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and so forth. I understand that I should cross the box with "☑" if I do not wish BOCCC and BOCHK[#] to provide my personal data to the above persons for the above purposes. | <input type="checkbox"/> To improve and provide more comprehensive services to customers, I understand that BOCCC and BOCHK[#] may provide my personal data to other members of the Group* and other persons [^] for their use in direct marketing of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and so forth. I understand that I should cross the box with "☑" if I do not wish BOCCC and BOCHK[#] to provide my personal data to the above persons for the above purposes. | <input type="checkbox"/> To improve and provide more comprehensive services to customers, I understand that BOCCC and BOCHK[#] may provide my personal data to other members of the Group* and other persons [^] for their use in direct marketing of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and so forth. I understand that I should cross the box with "☑" if I do not wish BOCCC and BOCHK[#] to provide my personal data to the above persons for the above purposes. |
| | <p>* The "Group" means BOCCC or BOCHK[#] (as applicable) and their respective holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated. Affiliates include branches, subsidiaries, representative offices and affiliates of BOCCC's or BOCHK's holding companies, wherever situated.</p> <p>I understand that the above represents my present choice regarding whether or not to receive direct marketing materials, and BOCCC's and BOCHK's[#] intended provision of my personal data to other members of the Group* and other persons[^] for their use in direct marketing. This replaces any choice communicated by me to BOCCC and BOCHK[#] prior to this application.</p> <p>[^] The above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Data Policy Notice. I have read and understood the content of the said Data Policy Notice and am aware of the kinds of personal data which may be used in direct marketing and the classes of persons to which my personal data may be provided for them to use in direct marketing.</p> <p>Remark: [#]Applicable to customer holding any accounts with BOCHK and/or credit card customer bound by the "Credit Card Agreement" (in which BOCHK is added as a contractual party to the agreement).</p> | | |
| Card Applicant Signature (Please do not alter) (No Company Stamp is required) | X | X | X |
| For Bank Use Only (For BOCHK Only) | Checked <input type="checkbox"/> S.V. <input type="checkbox"/> I.V. Staff ID Handled by | Checked <input type="checkbox"/> S.V. <input type="checkbox"/> I.V. Staff ID Handled by | Checked <input type="checkbox"/> S.V. <input type="checkbox"/> I.V. Staff ID Handled by |

COMPANY DECLARATION AND SIGNATURE

The Company hereby requests BOC Credit Card (International) Ltd (“BOCCC”) to open a BOC Commercial Card and/or BOC UnionPay Dual Currency Commercial Card Company Account (the “Commercial Card Account”) to be established and maintained in the name of the Company for the issuance of BOC Commercial Card and/or BOC UnionPay Dual Currency Commercial Card(s) for such Cardholder(s) as may be nominated by the Company and named in the application forms duly completed and countersigned by the Authorized Officer(s) of the Company. The Company warrants that all information in this application is true and complete and authorizes BOCCC and/or its agents to enquire and obtain from the Company’s banker(s) and/or any other source any information deemed necessary in connection with this application. The Company further authorizes BOCCC to disclose any information regarding the Company to the credit reference agency / commercial credit reference agency or any other credit or information source for the verification thereof and for the collection of such information as required for the processing and evaluation of the application and, if the Company application is approved, for the operation of the Company account(s). If the Company is an existing customer of the BOCCC and/or has previously supplied any data to the BOCCC for application purpose, unless it provides further updated data in this application form, it confirms that all its existing records and/or the supplied data are up-to-date. The Company further agree to notify BOCCC promptly in writing upon occurrence of any changes to that information, in any event not later than 30 days after such change, and to provide certified copies of any replacement or documents (including supporting and other documents required under any laws, regulations or guidelines issued by any regulatory or tax authorities, if applicable). The Company acknowledges that BOCCC has the right to rely on the information obtained or that comes to its knowledge from any source it may consider appropriate to update its existing information and may require its confirmation if necessary. The Company further authorize BOCCC to disclose any information regarding the Company and/or this application and/or the Company 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 Company agrees and understands that the data held by the BOCCC may be transferred to other places (including places outside Hong Kong) at any time and from time to time where the BOCCC deems necessary.** The Company agrees to be bound by the Terms and Conditions of BOC Commercial Card User Agreement. The Company acknowledges that the Company has received, read and fully understands the contents of the attached Important Terms and Conditions “BOC Commercial Card” (Account Applicant), terms & conditions of welcome offer, “BOC Credit Card Key Facts Statement”, terms and conditions for opt-out of “Over-the-limit Facility” function, the “Data Policy Notice”(“DPN”) (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 (if applicable). By submitting this application, the Company represents and warrants to BOCCC that it is duly authorized by its directors, shareholders, officers, proposed guarantors or security providers and/or other related individuals (“Relevant Individuals”) to provide their information to BOCCC and its has informed the Relevant Individuals that the DPN is applicable to each of them. The Company will indemnify and hold BOCCC harmless from all claims, cost, penalties, damages and other losses incurred by BOCCC as a result of a breach of this representation and warranty by the Company. The Company understands that all documents supplied (including this application form) are not returnable and will be retained by BOCCC regardless of whether or not the application is approved. The Company understands that BOCCC will provide benefits to the designated Cardholder(s) of a BOC Commercial Card and/or BOC UnionPay Dual Currency Commercial Card such as instant reward, gift point reward, programme catalogue; mileage awards and other service or products. The Company agrees and authorizes the designated Cardholder(s) to accept and enjoy such services and benefits as may be provided by BOCCC without prior notice. **The Company understands that BOCCC does not engage with any financial intermediary and BOCCC does not accept any credit card application referred to it by any financial intermediary or third party. The Company also confirms that its credit card application is not a referral by any financial intermediary or third party, nor the Company has provided any information to financial intermediary or third party for procuring, negotiating, obtaining or application of this credit card.**

Signature (Owner or all partners or Authorized Company Officer* and Company chop (if applicable))

For and on behalf of the Company
Authorized Signature

X

* Signature(s) must correspond with signature(s) on the Account Application Form and/or Board Resolution signed by Authorized Company officer(s) (Please do not amend / alter)

| Signature of Owner or all partners or Authorized Company Officer (Please do not amend / alter) | Position | Date |
|---|----------|------|
| 1 | 1 | 1 |
| 2 | 2 | 2 |

Bank Staff or Signature Verified (Please hand to branch of account first)

Bank Authorized Signature

DOCUMENTATION REQUIRED

| DOCUMENTATION REQUIRED | Sole Proprietorship or Partnership | Limited Company |
|---|------------------------------------|-----------------|
| (I) The documents below are required for all applications. | | |
| BOC Commercial Card Application Form | ✓ | ✓ |
| Copy of Business Registration Certificate | ✓ | ✓ |
| ID Copy ^Δ and Copy of the latest 3 months residential address proof [#] of Cardholder / Two or more Directors (including Managing Director* and Shareholder(s)** who hold at least 10% of the company shares and all Authorized Company Officer(s) | ✓ | ✓ |
| Copy of Certificate of Incorporation | X | ✓ |
| Copy of Memorandum & Articles of Association | X | ✓ |
| Board Resolution | X | ✓ |
| Particulars of Sole Proprietorship (Form 1A) <u>OR</u> Particulars of Partnership (Form 1C) | ✓ | X |
| Particulars of Directorship and Company Secretary | X | ✓ |
| (II) If your Company has no credit facility or deposit with Bank of China (Hong Kong) below HK\$50,000 (BOC Commercial Platinum Card) / HK\$1,000,000 (BOC Visa Infinite Business Card); or Nanyang Commercial Bank / Chiyu Banking Corporation Ltd. corporate account, please also provide one of the following additional documents. | | |
| Latest Notice of Assessment and Demand for Tax <u>OR</u> latest Asset Proofs <u>OR</u> latest 6 months Nanyang Commercial Bank / Chiyu Banking Corporation Ltd. / Other Bank Statement or | ✓ | ✓ |
| Latest Balance Sheet and Profit & Loss Account or | ✓ | X |
| Latest Audited Balance Sheet and Profit & Loss Account | X | ✓ |

^Δ If you are not a Hong Kong Permanent Identity Card Cardholder, please enclose a valid passport copy. If you are a non-Hong Kong resident, please enclose a valid passport copy (if you are a mainland resident, please provide a valid passport copy or an Exit-entry Permit for Travelling to and from Hong Kong and Macau, together with a copy of the Certification of the Place of Permanent Right of Abode).

[#] Current 3-month residential address proof, e.g. electricity bill, rates demand note, bank statement (if your permanent address is different from your existing address, please provide your permanent address and indicate in writing on the copy residential address proof whether it is a “permanent address” or “existing address”)

* Include Executive Directors

** Shareholder(s) who hold at least 10% of the Company shares

Notes: 1. Please submit the original application form and the above supporting documents and send it to your corporate account manager of Bank of China (Hong Kong), Nanyang Commercial Bank or Chiyu Banking Corporation Ltd.

2. If necessary, BOCCC reserves the right to request extra document proof for card approval.

Card Collection (Any branch of Bank of China (Hong Kong) below or all Nanyang Commercial Bank Ltd or all Chiyu Banking Corporation Ltd.)

| District | Branch Code | District | Branch Code | District | Branch Code | District | Branch Code |
|--|-------------|---|-------------|---|-------------|---|-------------|
| Bank of China (HK)-Hong Kong Island | | Bank of China (HK)-Kowloon | | Bank of China (HK)-NT | | | |
| <input type="checkbox"/> Central District Branch | 012349 | <input type="checkbox"/> Choi Hung Road Branch (San Po Kong) | 012646 | <input type="checkbox"/> Yau Tong Branch | 012785 | <input type="checkbox"/> Castle Peak Road (Tsuen Wan) | 012880 |
| <input type="checkbox"/> Kennedy Town Branch | 012560 | <input type="checkbox"/> Wong Tai Sin Branch | 012567 | <input type="checkbox"/> Prince Edward Branch | 012351 | <input type="checkbox"/> Kau Yuk Road Branch | 012573 |
| <input type="checkbox"/> 409 Hennessy Road Branch | 012611 | <input type="checkbox"/> Choi Hung Branch (Ngau Chi Wan) | 012758 | <input type="checkbox"/> Humphrey's Avenue Branch | 012394 | <input type="checkbox"/> Luen Wo Market Branch | 012616 |
| <input type="checkbox"/> Bank of China Tower Branch | 012875 | <input type="checkbox"/> Diamond Hill Branch | 012813 | <input type="checkbox"/> Mong Kok Branch | 012586 | <input type="checkbox"/> Sheung Shui Branch | 012590 |
| <input type="checkbox"/> Central District (Wing On House) Branch | 012916 | <input type="checkbox"/> Whampoa Garden Branch | 012890 | <input type="checkbox"/> Yau Ma Tei Branch | 012878 | <input type="checkbox"/> Tuen Mun Town Plaza Branch | 012889 |
| <input type="checkbox"/> Causeway Bay Branch | 012828 | <input type="checkbox"/> To Kwa Wan Branch | 012918 | Bank of China (HK)-NT | | | |
| <input type="checkbox"/> Heng Fa Chuen Branch | 012390 | <input type="checkbox"/> 194 Cheung Sha Wan Road Branch | 012352 | <input type="checkbox"/> Tai Po Branch | 012591 | | |
| <input type="checkbox"/> Lee Chung Street Branch | 012594 | <input type="checkbox"/> Sham Shui Po Branch | 012552 | <input type="checkbox"/> 74 Tai Wai Road Branch | 012608 | | |
| <input type="checkbox"/> Aberdeen Branch | 012706 | <input type="checkbox"/> Kowloon Plaza Branch | 012898 | <input type="checkbox"/> City One Sha Tin Branch | 012565 | | |
| <input type="checkbox"/> King's Road Branch | 012737 | <input type="checkbox"/> Castle Peak Road (Cheung Sha Wan) Branch | 012923 | <input type="checkbox"/> Ma On Shan Plaza Branch | 012805 | | |
| <input type="checkbox"/> North Point Branch | 012891 | <input type="checkbox"/> Mei Foo Mount Sterling Mall Branch | 012566 | <input type="checkbox"/> East Point City Branch | 012814 | | |
| <input type="checkbox"/> Kam Wa Street Branch | 012882 | <input type="checkbox"/> Kwun Tong Plaza Branch | 012601 | <input type="checkbox"/> Kwai Cheong Road Branch | 012802 | | |
| <input type="checkbox"/> Taikoo Shing Branch | 012888 | <input type="checkbox"/> Kowloon Bay Branch | 012866 | <input type="checkbox"/> Metroplaza Branch | 012742 | | |

NOTICE

- Upon approval of card application, BOC Credit Card (International) Ltd ("BOCCC") will use the information of card applicant(s) in this application form for updating the cardholder's existing customer information and account record(s) (including his/her personal card account(s) at BOCCC). In addition, BOCCC will transfer and deliver all his/her information on this form to the Bank of China (Hong Kong) Limited* ("BOCHK") for updating his/her existing record(s) at BOCHK.
 - Documents submitted (including this application form) will not be returned.
 - Should the card applicant be a current BOC Cardholder, his/her credit history and existing credit limit will be taken into consideration in the final approval and credit judgment.
 - Applicant understands the application and approval of the Credit Card are subject to Rule 31 of the Banking (Exposure Limits) Rules (Cap. 155 sub. leg. S), and the loan amount is determined by the final approval decision of BOCHK.
 - Remuneration of sales staff consists of fixed and variable components. The award of variable remuneration correlates in part with the staff's performance in financial and non-financial factors.
 - Please refer to BOC Credit Card (International) Limited BOC Card/Dual Currency Card User Circular.
 - BOCCC reserves the right to make the final decision of the application, credit limit and to adjust the interest rate at any time.
- Remark: *Applicable to customer holding any accounts with BOCHK and/or credit card customer bound by the "Credit Card Agreement" (in which BOCHK is added as a contractual party to the agreement).

TERMS AND CONDITIONS OF WELCOME OFFERS

- The promotion period runs from now until 31 December 2021. Only applicant whose application of "BOC Visa Infinite Business Card" and/or "BOC Visa Business Platinum Card" and/or "BOC UnionPay Dual Currency Commercial Platinum Card" is approved within the promotion period will be eligible for the welcome reward.
- Successful "BOC Visa Infinite Business Card" or "BOC Visa Business Platinum Card" or "BOC UnionPay Dual Currency Commercial Platinum Card" applicants, who select "HK\$500 Free Spending Credit" as the welcome offer, are required to accumulate spending of HK\$8,000 or above in retail spending/cash advance/Cash Before Card/posted amount of merchant installment program ("Spending") (Online Bill Payment, unposted repayment of installment plan and such other transaction types designated by BOC Credit Card (International) Ltd ("the Company") from time to time are excluded) in the HKD account within the first two months of card issuance in order to be eligible for the welcome offer.
- Successful "BOC Visa Infinite Business Card" or "BOC Visa Business Platinum Card" or "BOC UnionPay Dual Currency Commercial Platinum Card" applicants, who select "HK\$200 Free Spending Credit" as the welcome offer, are required to accumulate spending of HK\$2,000 or above in retail spending/cash advance/Cash Before Card/posted amount of merchant installment program ("Spending") (Online Bill Payment, unposted repayment of installment plan and such other transaction types designated by the Company from time to time are excluded) in the HKD account within the first two months of card issuance in order to be eligible for the welcome offer.
- Should two or more BOC Commercial Cards and/or BOC UnionPay Dual Currency Commercial Cards be successfully approved within the Promotion Period, the cardholder will be entitled to one gift only and the gift will be that for the approved credit card (the credit card tier in the following order: BOC Visa Infinite Business Card, BOC Visa Business Platinum Card and BOC UnionPay Dual Currency Commercial Card). If the credit cards are not applied at the same time, the gift for the credit card first approved will be offered.
- Applicants who are existing cardholders of BOC Commercial Card (including Visa Infinite, Visa Platinum, Mastercard Platinum, UnionPay Dual Currency Platinum), or have cancelled the above cards or were once cardholders of the above cards in the 12 months prior to the date of application will not be entitled to the welcome offer upon approval of application.
- Free Spending Credit will be credited to cardholders' accounts within 4 to 6 weeks after all spending requirements (if applicable) are fulfilled. The status of the relevant credit card account must be normal, valid and in good credit condition at the time of the award.
- Upon confirmation of the selection of the gift, it cannot be altered or exchanged for cash or other gifts. If applicants have not specified their gift preference or have selected more than one gift, the Company will make the final decision on their behalf.
- If multiple redemption of welcome offer has occurred or any of the transactions to fulfill the spending requirement has been refunded/ cancelled for whatever reason or the main credit card account is cancelled within 12 months from card issuance, the Company reserves the right to debit the amount equivalent to the cost of the welcome offer of which the cost of "HK\$500 Free Spending Credit" is HK\$500 and "HK\$200 Free Spending Credit" is HK\$200 to the cardholder's account without prior notice.
- Free Spending Credit is meant exclusively for retail purchase and cannot be used for cash advance, settlement of financial charge or any previous outstanding balance accrued before the Free Spending Credit is credited.
- Free Spending Credit cannot be converted into cash or exchanged for other gifts and is also not refundable and transferable.
- The Company reserves the right to change, suspend or terminate the welcome offers, and to amend the relevant terms and conditions at its sole discretion.
- In case of any dispute(s), the decision of the Company shall be final.
- If there is any inconsistency or conflict between the English and the Chinese versions of these terms and conditions, the Chinese version shall prevail.
- No person other than the cardholders and the Company will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these terms and conditions.

TERMS AND CONDITIONS OF OTHER PROMOTIONAL OFFERS**(I) General Terms and Conditions:**

- Unless otherwise specified, the promotion period is valid from now until 31 December 2021 (both dates inclusive, transaction date shall prevail) ("Promotion Period").
- Cardholders must retain all original transaction sales slips for reference. In case of any dispute, BOC Credit Card (International) Ltd. (the "Company") reserves the right to request a cardholder to produce the original transaction sales slip(s) and/or such further documentation or evidence for verification at any time during or after The Promotion. All sales slips and/or such further documentation submitted to the Company will not be returned.
- All gift points are not transferable, refundable or convertible into cash or other prizes.
- The Company will determine the eligibility of submitted transaction details by verifying the cardholder transaction records kept by the Company. The Company records shall be final and conclusive.
- No person other than the Cardholders and the Company will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these terms and conditions.
- The Company reserves the right to change, suspend or terminate The Promotion or amend the terms and conditions at its sole discretion. In case of any dispute(s), the decision of the Company shall be final.
- In the event of any discrepancy or inconsistency between the English and the Chinese version of these terms and conditions, the Chinese version shall prevail.

(II) BOC Visa Infinite Business Card 3X Gift Points for Dining and Overseas Transactions:

1. To be eligible for The Promotion, cardholders should make the transaction with the BOC Visa Infinite Business Card ("Eligible Visa Card") issued by the Company in Hong Kong within the Promotional Period.
2. Only eligible transactions of dining (in Clause 5 of Section (II)) and overseas transactions can enjoy the offer of extra gift points ('Eligible Transactions'). Cash advance, annual fee, financial fee, handling fee, balance transfer, cash before card service amount, installment fee, online bill payment, tax payment, mail order, telephone or fax order, casino transaction, Octopus Add Value transactions, investment and any other transactions without sales slip are all excluded.
3. Cardholders should make Eligible Transactions that include dining spending and any purchase transactions made overseas (in Clause 2 of Section (II)) with the Eligible Visa Card at any time during the Promotion Period to entitle the extra 2X gift points on top of the basic 1X gift point (HK\$1=1 gift point). No minimum spending requirement is needed.
4. The extra 2X gift points will be posted to the Eligible Visa Card account on the following working day of the basic 1X gift point (HK\$1=1 gift point) billing cycle.
5. Unless otherwise specified, eligible dining spending applies to food and beverage transaction/purchase on an Eligible Visa Card within the Promotion Period (not applicable to banquet services, private parties/functions, private room events, dining outlets in social/sports associations or clubhouses). Similar spending performed at any merchant not defined as restaurant/dining merchant/organization or not as such by the Company/ Visa International from time to time is excluded. Dining spending categories shall be determined at the sole and absolute discretion of the Company.
6. Unless otherwise specified, eligible overseas retail spending refers to retail spending made at overseas merchants (whether physical or online merchants) with original sales slips or official payment records made and settled in foreign currency but excluding foreign currency transactions settled in Hong Kong Dollar (based on the currency posted in the credit card statement).
7. The extra gift points apply only to Eligible Transactions that based on transaction date and must be posted within 7 days from the transaction date.
8. Any fraudulent, unauthorized, cancelled, refunded transactions as well as unposted transactions will result in the forfeiture of eligibility for The Promotion.
9. Cardholders will only be entitled to the gift points when their card account is valid and in good standing and at the time when the award is being made. If a cardholder account has been cancelled or is found to be in violation of the Card User Agreement, or if a cardholder relinquishes the gift points at any particular time or at the time when the gift points are being awarded, the eligibility for The Promotion will be forfeited.
10. Where a cardholder has been awarded gift points and a reversal entry occurs thereafter on any of the related transaction(s), the cardholder is required to reimburse the Company with the equivalent monetary value for such awarded gift points or in a manner as may be determined by the Company. The Company will, without prior notice, charge the equivalent monetary value to the cardholder account in reversal of such awarded gift points.

(III) BOC UnionPay Dual Currency Commercial Platinum Card 2X Gift Points for Overseas Transactions:

1. To be eligible for The Promotion, cardholders should make the transaction with the BOC UnionPay Dual Currency Commercial Platinum Card ("Eligible UnionPay Card") issued by the Company in Hong Kong within the Promotional Period.
2. Only eligible retail spending made within the Promotional Period can enjoy the offer of 2X Gift Points. An eligible transaction means overseas retail spending transactions (spending in the mainland for the purpose of motor vehicle, fuel, air ticket, hospital and the settlement of school fees, as well as purchases in wholesale and supermarkets, cash advance, annual fee, financial fee, handling fee, balance transfer, cash before card service amount, installment fee, online bill payment, tax payment, mail order, telephone or fax order, casino transaction, Octopus Add Value transactions, investment, any other transactions without sales slip and any credit card transaction not entitle to earn gift point are all excluded).
3. Cardholders should make eligible transactions (in Clause 2 of Section (III)) with the Eligible UnionPay Card at any time during the Promotion Period to entitle the extra 1X gift points on top of the basic 1X gift point (HK\$1=1 gift point).
4. Unless otherwise specified, eligible overseas retail spending refers to retail spending made at overseas merchants (whether physical or online merchants) with original sales slips or official payment records made and settled in foreign currency but excluding foreign currency transactions settled in Hong Kong Dollar (based on the currency posted in the credit card statement).
5. The offer applies only to eligible transactions within the promotion period (based on their transaction date) and posted on or before 15 January 2022.
6. Any fraudulent, unauthorized, cancelled, refunded transactions as well as unposted transactions will result in the forfeiture of eligibility for this promotion.
7. While the basic gift points will be credited to the card account in the normal billing cycle, the extra gift points will only be posted to the card account in the cycle that follows.
8. Cardholders will only be entitled to the gift point award when their card account is valid and in good standing at the time when the award is being made. If a cardholder account is closed or found to be in violation of the Card User Agreement, or if a cardholder relinquishes the gift points at any particular time or at the time when the gift points are being awarded, the eligibility for this promotion will be forfeited.
9. Where a cardholder has been awarded gift points and a reversal entry occurs thereafter on any of the related transaction(s), the cardholder is required to reimburse the Company with the equivalent monetary value for such awarded Gift Points or in a manner as may be determined by the Company. The Company will, without prior notice, charge the equivalent monetary value to the cardholder account in reversal of such awarded gift points.

CONTACTLESS PAYMENT FUNCTION

1. With BOC Visa Infinite Business Card / BOC Visa Business Platinum Card Visa payWave contactless payment function, you can enjoy payment service at merchants around the world that accept Visa payWave contactless payment. Simply tap the card against the reader to settle transaction of HK\$1,000 or below without the need of signature verification. For details, please visit www.visa.com.hk.
2. With BOC UnionPay Dual Currency Commercial Platinum Card UnionPay QuickPass contactless payment function, you can enjoy payment service at merchants around the world that accept UnionPay QuickPass contactless payment. Simply tap the card against the reader to settle transaction of HK\$/RMB ¥ 1,000 or below without the need of signature verification. For details, please visit www.unionpayintl.com/hk.

Reminder: To borrow or not to borrow? Borrow only if you can repay!

IMPORTANT TERMS AND CONDITIONS OF BOC COMMERCIAL CARD (ACCOUNT APPLICANT)

The important terms and conditions of the BOC Credit Card (International) Limited Commercial Card User Agreement (“User Agreement”) are summarized below for your reference and you should read the User Agreement (available at the principal place of business of BOC Credit Card (International) Ltd. (“the Card Company”) in Hong Kong or on the Card Company’s website at www.bochk.com/creditcard) 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 this credit card application and issue of the credit card to the person(s) (“Cardholder(s)”) nominate by you from time to time are subject to 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. When a Card is issued, we will set up and maintain the Account in respect of the Card to which the Charges will be debited and/or credited.
2. Immediately upon receipt of the Card and/or notice of card issue, the Cardholder shall sign the Card on the space provided, and activate the Card by acknowledging receipt of it or by other means according to our instructions. The signature of the Cardholders on the Card, or use or activation of the Card shall constitute conclusive evidence of the agreement by both of you and the Cardholder to be bound by the terms and conditions of the User Agreement.
3. 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 purpose, in particular for any illegal purpose including without limitation payment for any illegal transaction.
4. You shall not transfer the Card to any person or allow any person to use the Card or pledge the Card as security for whatever purpose.
5. The dual currency card is denominated in both HKD and CNY and is valid for your use in the mainland, 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 UnionPay’s POS system for bona fide purchase of goods and/or services and/or cash advances effected at the ATM or bank counter and such other card facilities or services from time to time designated by us.
6. Currencies settled in respect of all Charges incurred in all card transactions effected by the use of the dual currency card in HKD will be posted to the HKD Account. Currencies settled in respect of all Charges incurred in all card transactions effected by the use of the dual currency 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 UnionPay/Bank of China (Hong Kong) on the date of conversion plus a handling fee (if applicable) charged by us as set out in the Fees Schedule.
7. 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. Subject to the above circumstance, Charges incurred in all card transactions effected by the use of the dual currency card in CNY will be posted to the CNY Account.
8. All the details of APRs for retail spending and cash advances and fees and charges are set out in the Fees Schedule referred to in the User Agreement. The Fees Schedule is available at our principal place of business in Hong Kong and on our website at www.bochk.com/creditcard.
9. You shall strictly observe the credit limit and/or the cash advance limit (if applicable) 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 shall forthwith upon demand pay to us any amount in excess of such limits.
10. You will receive from us copies of statements of account or a consolidated statement of account (“Statement”) on a monthly or other periodic basis showing (among other things) the current balance of each Cardholder’s account, the minimum payment (if applicable) and the payment due date. You agree to verify the transactions shown on the Statement and notify us in writing of any error within 60 days from the date of the Statement. Otherwise, we shall be entitled to treat all transactions shown on the Statement as correct.
11. All payment shall be made in the card currency subject to our discretion to accept payment in currencies other than card currency. If we accept the payment in the currencies other than card currency, any payment made in currencies other than card currency shall be credited into the account after conversion into card currency 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.
12. For dual currency card, you should settle outstanding balance in HKD Account by HKD and CNY Account by CNY separately. If we accept the payment in the currencies other than card currency, the payment shall be credited into the HKD or CNY account after conversion into HKD or 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 (if applicable). Unless otherwise specified, any excess payment in settlement of HKD Account shall not be used to settle outstanding payments in CNY Account, and vice versa.
13. If you shall make no payment or payment of less than the balance on or before the due date, interest shall be charged on daily basis on (i) the unpaid balance from the date of the Statement, and (ii) 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 your account and shown in the Statement) from the date of that new transaction; if you shall make no payment or payment of less than the minimum payment on or before the due date, then a late charge shall be charged in addition to the interest payable on the unpaid balance and the amounts of all new transactions.
14. 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. Without prejudice to the generality of the foregoing, we may apply your payment towards repayment of the respective sums of moneys due from the Cardholder(s) in such order and priority as we may in our absolute discretion determine from time to time.
15. You agree that the Card is our property at any time. The Card shall be returned to us upon the termination of the Card or demand of us.
16. It is your 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 and/or PIN or any counterfeit card.
17. 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.
18. You shall examine your Statement carefully and report any unauthorized transactions in the Statement within 60 days from the date of the Statement.
19. Provided that you and the Cardholder have acted in good faith and with due care (including taking reasonable precautions to safeguard the Card and to report loss, theft, disclose and/or unauthorized use of the Card as soon as practicable) in unauthorized use of handling the Card and/or PIN, your liability for loss of unauthorized use of the Card (except cash advances) shall not exceed HKD500 or the maximum from time to time noticed us (subject to the maximum from time to time prescribed by the applicable law or regulatory directive).
20. If the loss, theft, disclose and/or unauthorized use of the Card and/or PIN occur for the reason that you or the Cardholder have acted fraudulently or with gross negligence, or have failed to take reasonable precautions to prevent such loss, theft and/or unauthorized use of the Card, or if the unauthorized use of the Card involves the use of the Cardholder’s PIN with or without the Cardholder’s knowledge, or if the Cardholder has not reported as soon as reasonably practicable to us (under the circumstances, the Cardholder shall be fully liable for all loss and damage arising out of or in connection with the loss, theft, disclose and/or unauthorized use of the Card and/or PIN before the Cardholder has reported such circumstances to us), you shall fully indemnify us against all losses, damages, liabilities and all reasonable costs and expenses reasonably incurred as a result thereof.
21. You shall jointly and severally with each Cardholder be liable to us for any and all transactions effected and/or liabilities incurred by that Cardholder and/or through the use of the Card whereas a Cardholder shall be liable only for the transactions effected and the liabilities incurred by such Cardholder through the use of his/her Card.
22. You irrevocably authorize us at any time and from time to time to combine and set off your master account and other account(s) with us without prior notice.

23. You irrevocably authorize and instruct Bank of China (Hong Kong) Limited with which you may have account(s) to debit and pay to the Company the credit balance of such account(s) (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 the Company without prior notice upon our request.
24. In the event of your company's 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 against your company to enforce repayment. Your company shall 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 your company shall in normal circumstances not exceed 30% of the aggregate outstanding balance of your company's account, and against all legal costs and expenses reasonably incurred by us in recovering payment via legal process.
25. 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' prior notice before such changes take effect and are reasonably practicable to us when there is any material change of the terms and conditions, 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.
26. Where the Card is used through ATM, point of sale terminals or other devices, the use of cash advances or 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 User Agreements and 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.
27. 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 all transactions effected through the use of the Card notwithstanding such termination until all sums due under the Account (whether or not posted to the Account) are paid in full.
28. We may at any time without notice and without giving any reason suspend or cancel the Card and/or suspend, cancel or terminate any services thereby offered and/or disapprove any transaction proposed to be effected by the Card.
29. If there is any inconsistency of conflict between the English and Chinese versions of these terms and conditions, the English version shall prevail. In the event of inconsistency between the terms and conditions stated herein and the User Agreement, the User Agreement shall prevail.

Last Update: Jun 2018

bpmCAA(en)201806

IMPORTANT TERMS AND CONDITIONS OF BOC COMMERCIAL CARD (CARD APPLICANT)

The important terms and conditions of the BOC Credit Card (International) Limited Commercial Card User Agreement ("User Agreement") are summarized below for your reference and you should read the User Agreement (available at the principal place of business of BOC Credit Card (International) Ltd. ("the Card Company") in Hong Kong or on the Card Company's website at www.bochk.com/creditcard) 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 this credit card application and issue of the credit card to you are 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. When a Card is issued, we will set up and maintain the Account in respect of the Card to which the Charges will be debited and/or credited.
2. Immediately upon receipt of the Card and/or notice of card issue, you shall sign the Card on the space provided, and activate the Card by acknowledging receipt of it or by other means according to our instructions. The signature of the Cardholder 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.
3. 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 purpose, in particular for any illegal purpose including without limitation payment for any illegal transaction.
4. You shall not transfer the Card to any person or allow any person to use the Card or pledge the Card as security for whatever purpose.
5. The dual currency card is denominated in both HKD and CNY and is valid for your use in the mainland, 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 UnionPay's POS system for bona fide purchase of goods and/or services and/or cash advances effected at the ATM or bank counter and such other card facilities or services from time to time designated by us.
6. Currencies settled in respect of all Charges incurred in all card transactions effected by the use of the dual currency card in HKD will be posted to the HKD Account. Currencies settled in respect of all Charges incurred in all card transactions effected by the use of the dual currency 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 UnionPay/Bank of China (Hong Kong) on the date of conversion plus a handling fee (if applicable) charged by us as set out in the Fees Schedule.
7. 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. Subject to the above circumstance, Charges incurred in all card transactions effected by the use of the dual currency card in CNY will be posted to the CNY Account.
8. All the details of APRs for retail spending and cash advances and fees and charges are set out in the Fees Schedule referred to in the User Agreement. The Fees Schedule is available at our principal place of business in Hong Kong and on our website at www.bochk.com/creditcard.
9. You shall strictly observe the credit limit and/or the cash advance limit (if applicable) 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 shall forthwith upon demand pay to us any amount in excess of such limits.
10. You will receive from us a statement of account ("Statement") on a monthly or other periodic basis showing (among other things) the current balance of your account, the minimum payment (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 transactions shown on the Statement and notify us in writing of any error within 60 days from the date of the Statement. Otherwise, we shall be entitled to treat all transactions shown on the Statement as correct.
11. All payment shall be made in the card currency subject to our discretion to accept payment in currencies other than card currency. If we accept the payment in the currencies other than card currency, any payment made in currencies other than card currency shall be credited into the account after conversion into card currency 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.
12. For dual currency card, you should settle outstanding balance in HKD Account by HKD and CNY Account by CNY separately. If we accept the payment in the currencies other than card currency, the payment shall be credited into the HKD or CNY account after conversion into HKD or 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 (if applicable). Unless otherwise specified, any excess payment in settlement of HKD Account shall not be used to settle outstanding payments in CNY Account, and vice versa.

13. If you shall make no payment or payment of less than the balance on or before the due date, interest shall be charged on daily basis on (i) the unpaid balance from the date of the Statement, and (ii) 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 your account and shown in the Statement) from the date of that new transaction; if you shall make no payment or payment of less than the minimum payment on or before the due date, then a late charge shall be charged in addition to the interest payable on the unpaid balance and the amounts of all new transactions.
14. 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.
15. You agree that the Card is our property at any time. You shall take reasonable 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.
16. It is your 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 and/or PIN or any counterfeit card.
17. 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.
18. You shall examine your Statement carefully and report any unauthorized transactions in the Statement within 60 days from the date of the Statement.
19. Provided that you and the Corporation have acted in good faith and with due care (including taking reasonable precautions to safeguard the Card and to report loss, theft, disclose and/or unauthorized use of the Card as soon as practicable) in unauthorized use of the Card and/or PIN, your liability for loss of unauthorized use of the Card (except cash advances) shall not exceed HKD500 or the maximum from time to time noticed us (subject to the maximum from time to time prescribed by the applicable law or regulatory directive).
20. If the loss, theft, disclose and/or unauthorized use of the Card and/or PIN occur for the reason that you or the Corporation have acted fraudulently or with gross negligence, or have failed to take reasonable precautions to prevent such loss, theft and/or unauthorized use of the Card, or if the unauthorized use of the Card involves the use of your PIN with or without your knowledge, or if you have not reported as soon as reasonably practicable to us (under the circumstances, you shall be fully liable for all loss and damage arising out of or in connection with the loss, theft, disclose and/or unauthorized use of the Card and/or PIN before you have reported such circumstances to us), you shall fully indemnify us against all losses, damages, liabilities and all reasonable costs and expenses reasonably incurred as a result thereof.
21. 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.
22. 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.
23. You irrevocably authorize and instruct Bank of China (Hong Kong) Limited with which you may have account(s) to debit and pay to the Company the credit balance of such account(s) (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 the Company without prior notice upon our request.
24. 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 against you to enforce repayment. You shall 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, and against all legal costs and expenses reasonably incurred by us in recovering payment via legal process.
25. 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' prior notice before such changes take effect and are reasonably practicable to us when there is any material change of the terms and conditions, 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.
26. Where the Card is used through ATM, point of sale terminals or other devices, the use of cash advances or 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 User Agreements and 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. You 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.
27. 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 all transactions effected through the use of the Card notwithstanding such termination until all sums due under the Account (whether or not posted to the Account) are paid in full.
28. We may at any time without notice and without giving any reason suspend or cancel the Card and/or suspend, cancel or terminate any services thereby offered and/or disapprove any transaction proposed to be effected by the Card.
29. 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.

Last update: Jun 2018

TERMS & CONDITIONS FOR OPT-OUT OF "OVER-THE-LIMIT FACILITY" FUNCTION

1. Once the instruction to opt-out of "Over-the-limit Facility" function has been processed successfully, BOC Credit Card (International) Limited (the "Company") will reject any overlimit transaction conducted on the relevant main and additional credit card(s) (if any); unless they are processed offline (such as, but not limited to, Octopus Automatic Add Value Service, contactless transaction, in flight or cruise transactions or recurring payment and so on) then no Overlimit Handling Fee of HK\$180 (per statement cycle) will apply.
2. If a cardholder does not opt out of "Over-the-limit Facility" function as aforesaid, the Company may exercise its discretion to accept and process any overlimit transaction conducted with the said card. Thereupon an Overlimit Handling Fee will be debited to the account whenever its balance exceeds the "Combined Limit" amount specified on the monthly statement.
3. If a cardholder needs to apply for the opt-out of "Over-the-limit Facility" function for other credit card(s), please call our 24-hour Customer Services Hotline at (852) 2853 8828 for further processing.
4. If there is any inconsistency or conflict between the English and the Chinese versions of these terms and conditions, the English version shall prevail.

1. This Notice sets out the data policies of BOC Hong Kong (Holdings) Limited and its subsidiaries, including Bank of China (Hong Kong) Limited, BOC Credit Card (International) Limited, BOC Group Life Assurance Company Limited, Po Sang Securities and Futures Limited and BOCHK Asset Management Limited (each a “Company”, for as long as such Company remains a subsidiary of BOC Hong Kong (Holdings) Limited and notwithstanding any change in the name of the 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, authorized signatories, insured persons, policy holders, beneficiaries and other users of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and so forth provided by a Company;
 - (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, banking 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 various sources 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, and data obtained from other sources (for example, credit reference agencies). Data may also be generated or combined with other information, available to the Company or any member of the Group.
7. The purposes for which the data relating to the data subjects may be used are as follows:
 - (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, variation, renewals, cancellations, reinstatements and claims;
 - (b) facilitating the daily operation of the services, credit facilities provided to and/or insurance policies issued 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, customer profiling and segmentation 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 (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (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 (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
 - (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:
- 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;
 - 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;
 - the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - any person making payment into the data subject's account;
 - any person receiving payment from the data subject, the banker of such person and any intermediaries which may handle or process such payment;
 - credit reference agencies, and, in the event of default, to debt collection agencies;
 - any financial institutions, charge or credit card issuing companies, insurance company, securities and investment company with which the data subjects have or propose to have dealings; and any reinsurance and claims investigation companies, insurance industry associations and federations and their members;
 - 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;
 - 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

- any member of the Group;
- third party financial institutions, insurers, credit card companies, securities, commodities and investment services providers;
- third party reward, loyalty, co-branding and privileges programme providers;
- 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);
- charitable or non-profit making organisations; and
- 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 the 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:
- full name;
 - 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);
 - identity card number or travel document number;
 - date of birth;
 - correspondence address;
 - mortgage account number in respect of each mortgage;
 - type of the facility in respect of each mortgage;
 - 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
 - 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. In this connection, please note that:

- 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;
- the following classes of services, products and subjects may be marketed:
 - financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities;
 - reward, loyalty or privileges programmes and related services and products;
 - 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
 - donations and contributions for charitable and/or non-profit making purposes;
- the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Company and/or:
 - any member of the Group;
 - third party financial institutions, insurers, credit card companies, securities, commodities and investment services providers;
 - third party reward, loyalty, co-branding or privileges programme providers;
 - 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
 - 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/her data for use in direct marketing as described above, the data subject may exercise his/her 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/her and of access to such data;

(b) to require the Company to correct any data relating to him/her 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 are as follows:

Bank of China (Hong Kong) Limited

The Data Protection Officer

Bank of China (Hong Kong) Limited

Bank of China Tower

1 Garden Road

Hong Kong

Facsimile: +852 2826 6860

BOC Credit Card (International) Limited

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

BOC Group Life Assurance Company Limited

The Data Protection Officer

BOC Group Life Assurance Company Limited

13/F, Cityplaza One

1111 King's Road Taikoo Shing

Hong Kong

Facsimile: +852 2522 1219

Po Sang Securities and Futures Limited

The Data Protection Officer

Po Sang Securities and Futures Limited

4/F, BOC Yuen Long Commercial Centre

102-108 Castle Peak Road

Yuen Long

New Territories

Hong Kong

Facsimile: +852 2905 1909

BOCHK Asset Management Limited

The Data Protection Officer

BOCHK Asset Management Limited

5/F, Bank of China Building

2A Des Voeux Road Central

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 the Hong Kong Special Administrative Region, and the English version shall prevail in relation to any matters arising in the Hong Kong Special Administrative Region and elsewhere.

January 2021

BOC Credit Card Key Facts Statement

| Interest Rates and Interest Charges | |
|--|--|
| Annualized Percentage Rate (APR) for Retail Spending / Cash Advance | <p>Maximum 35.70%* for retail spending / 37.96%* for cash advance when you open your account and it will be reviewed from time to time.</p> <p>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.</p> |
| Overdue APR for Retail Spending / Cash Advance | <p>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 APR to a maximum of 38.62%* (for retail spending) and 41.12%* (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 issue after</p> |

| Overdue APR for Retail Spending / Cash Advance (continue) | <p>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.</p> | |
|--|--|-----------------------------|
| Interest Free Period | <p>Up to 56 days</p> | |
| Minimum Payment | <p>HK\$230/CNY230 (where applicable for HKD or CNY account respectively) or the summation of item (i) to (iv) (whichever is higher).</p> <p>(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).</p> | |
| Major Fees | | |
| Annual Fee [#] | Main Card (per annum) | Additional Card (per annum) |
| Visa Infinite Card | HK\$3,800 | HK\$1,900 |
| UnionPay Diamond Prestige Card / UnionPay Diamond Card | | |
| World MasterCard | | |
| Visa Signature Card | HK\$2,000 | HK\$1,000 |
| Platinum Card [^] | HK\$1,600 | HK\$800 |
| Titanium Card | HK\$550 | HK\$275 |
| Classic Card | HK\$220 | HK\$110 |
| Private Label Card | HK\$220 | HK\$110 |
| <u>Commercial Card</u> | | |
| Visa Infinite Card | HK\$3,800 | N.A. |
| Platinum Card | HK\$1,600 | N.A. |
| Gold Card | HK\$480 | N.A. |
| Classic Card | HK\$220 | N.A. |

| | |
|----------------------------------|--|
| Cash Advance Handling Fee | Hong Kong Dollar Credit Card |
| | <u>Hong Kong:</u> <ul style="list-style-type: none"> • 4% plus HK\$20 (HK\$25) through PLUS / CIRRUS ATM) per transaction <u>Outside Hong Kong:</u> <ul style="list-style-type: none"> • 4% plus HK\$20 (HK\$25) through PLUS / CIRRUS ATM) per transaction |
| | UnionPay Dual Currency Credit Card |
| | <u>HKD Account:</u> <ul style="list-style-type: none"> • 4% plus HK\$20 per transaction <u>CNY Account:</u> <ul style="list-style-type: none"> • 4% plus CNY20 per transaction made in Hong Kong • 4% plus CNY25 per transaction made in the mainland |
| | Remark: Subject to a minimum of HK\$100 / CNY100 (where applicable for HKD or CNY account respectively) |

| | |
|--|--|
| Fees relating to Foreign Currency Transactions (Applicable to Hong Kong Dollar Credit Card only) | 1.95% of every transaction effected in a currency other than Hong Kong Dollars <u>Fee relating to Settling Foreign Currency Transaction in Hong Kong Dollars</u> You may sometimes be offered the option to settle foreign currency transactions in Hong Kong dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not the card issuer. In such cases, you are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the transactions are entered into since settling foreign currency transactions in Hong Kong dollars may involve a cost higher than the foreign currency transaction handling fee. For transactions settled in Hong Kong dollars and made outside Hong Kong via MasterCard / VISA Credit Card, we will charge a markup of 0.95% / 0.8% respectively; while for such transactions via UnionPay Dual Currency Credit Card, we will not charge any further markup. |
|--|--|

| | |
|--|--|
| Late Charge | 5% of the minimum payment amount (subject to a minimum of HK\$230 / CNY230 or equivalent to the minimum payment amount of your last statement, whichever is lower; and a maximum of HK\$280 / CNY280) (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.bochk.com/creditcard for full version of relevant Credit Card Fees Schedule and User Circular.

Remarks:

- * 1. The Annualized Percentage Rate (APR) is computed in accordance with the guidelines laid down in The Hong Kong Association of Banks. An APR is a reference rate which includes the basic interest rate and other fees and charges of a product expressed as an annualized rate.
- ^ 2. Annual fee of BOC HKUST Platinum Card is **HK\$600** for main card and **HK\$300** for additional card.
3. 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.
4. The English version of this notice shall prevail whenever there is any discrepancy between the English and the Chinese versions.
5. Virtual Card can enjoy annual fee waiver.

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