

## **TERMS AND CONDITIONS OF CCB (ASIA) PERSONAL LOAN FOR EMPLOYEES OF CHINA'S STATE-OWNED ENTERPRISES IN TAX SEASON (Effective tentatively in the fourth quarter of 2018)**

### **1. ACCEPTANCE OF TERMS AND CONDITIONS**

Submission of an application by the applicant ("**Applicant**") for personal instalment loan ("**Loan**") ("**Loan Application**") offered by China Construction Bank (Asia) Corporation Limited ("**Bank**") is deemed to be an acceptance by the Applicant of the terms and conditions ("**Terms and Conditions**") set out herein.

### **2. APPROVAL IS CONDITIONAL**

The final approval of the Loan Application is subject to the Bank being satisfied with the Applicant's credit record, including other financial facilities of the Applicant with the Bank (if any) remaining in good standing at all times. The Bank has the absolute rights in approving or rejecting the Loan Application, deciding any approved loan amount, monthly repayment amount, and the deadline for submitting Loan Application. The Loan Application is non-transferable.

### **3. NO CHANGE AFTER APPLICATION**

The Applicant may not change or withdraw any Loan Application without the approval by the Bank once it is duly received by the Bank.

### **4. APPLICATION OUTCOME NOTIFICATION**

Approval of the Loan Application and Loan amount is subject to the absolute discretion of the Bank. The Bank will notify the Applicant either by phone or in writing about the outcome of the Loan Application with the contact number and correspondence address as provided by the Applicant in the Loan Application. The Bank is not required to provide the Applicant any reasons or explanation for any rejection or other decision made in relation to the Loan Application.

### **5. HANDLING FEES**

If the Loan Application is approved, the Bank will charge the successful Applicant (the "**Borrower**") a handling fee as stipulated in loan confirmation letter ("**Loan Confirmation Letter**"). The handling fee will be payable on top of the approved loan amount ("**Loan Amount**") and aggregated with the Loan Amount as the **Total Loan Amount**.

### **6. LOAN DISBURSEMENT**

After approval, the Bank will disburse the Loan Amount by crediting the same into the bank account designated by the Borrower in the Loan Application ("**Designated Account**"). No loan disbursement will be effected by the Bank on a Saturday or a general holiday (as defined in the General Holidays Ordinance Chapter 149 of the Laws of Hong Kong) ("**General Holiday**").

Unless otherwise determined by the Bank, the Loan Confirmation Letter setting out the terms of the Loan will be sent to the Borrower upon loan disbursement. The Loan shall be subject to these Terms and Conditions, Key Facts Statement (except the indicative information about interest rate and interest charges), terms and conditions stipulated in the Loan Confirmation Letter and all relevant terms and conditions as prescribed by the Bank from time to time.

### **7. MONTHLY REPAYMENT**

Interest shall be charged on the Total Loan Amount at the interest rate(s) as determined by the Bank at its absolute discretion, which will be stated in the Loan Confirmation Letter, commencing on the date of the Loan disbursement. The Borrower agrees to repay the Total Loan Amount together with applicable interest in installments according to the repayment details as set out in the Loan Confirmation Letter. The Loan Confirmation Letter will set out the **monthly repayment amount and the repayment date** of each installment.

The Borrower hereby agrees and authorizes the Bank to debit the Designated Account with the monthly repayment amount and any applicable charges/fees.

If the repayment due date for a particular installment of the Loan falls on a Saturday or a Sunday or General Holiday, the repayment will be made on the following clearing day; save and except that if such repayment

due date falls on a Saturday which is the last day of a calendar month, then the repayment shall be made on the immediate preceding clearing day. Clearing day means Mondays to Fridays on which banks in Hong Kong are open for business.

#### **8. LATE REPAYMENT SURCHARGE**

If the Borrower fails to repay the monthly repayment amount according to the Loan Confirmation Letter, the Bank will charge a late fee, default interest and any other charges as stipulated by the Bank in the Loan Confirmation Letter, Key Facts Statement and/or any other applicable terms and conditions from time to time.

#### **9. EARLY REPAYMENT**

The Borrower may make early repayment by repaying the entire outstanding principal amount (in whole but not in part) of the Loan (including any arrears), all accrued interest up to next repayment date together with all fees and charges due under the Loan. The amount payable and the apportionment between interests and principals of the monthly repayment (including those already paid to the Bank) shall be calculated in accordance with the Rule of 78 (or other means as considered appropriate by the Bank).

The Loan may not be terminated or cancelled by the Borrower once it is confirmed, whether or not the Loan has been disbursed to the Borrower, without the approval of the Bank. Any request for termination or cancellation by the Borrower after the Loan is confirmed, it shall be regarded as a request for early repayment of the Loan.

#### **10. LOAN IS REPAYABLE ON DEMAND**

Notwithstanding any provision set out herein and/or in the Loan Confirmation Letter, the Bank has the sole and absolute rights to at anytime demand the immediate repayment of all outstanding principal, interest and other fees and charges due under the Loan without prior notice.

#### **11. EVENT OF DEFAULT**

The Borrower will be deemed to have breached these Terms and Conditions if any of the following events occurs. The outstanding principal amount of the Loan, all accrued interest and all relevant fees and charges shall become immediately due and payable by the Borrower to the Bank without demand, :-

- (a) any loan, liability, payment obligation or other indebtedness of the Borrower with the Bank, other than the Loan, becomes capable of being declared due prematurely by reason of default of the Borrower, or the Borrower fails to make any payment when due, or when any security for any such loan, liability, payment obligation or other indebtedness becomes enforceable; or
- (b) any petition is presented or any order is made by any competent court or other appropriate authorities for bankruptcy of the Borrower or for the appointment of a receiver, trustee or similar official of all or any part of assets of the Borrower.

#### **12. SET-OFF**

**The Bank may, at any time without prior notice, apply or consolidate any credit balances in any accounts of the Borrower maintained with the Bank towards setting off against and in full or partial satisfaction of Borrower's indebtedness to the Bank, including the outstanding Loan.** The Bank shall inform the Borrower in writing after such application, consolidation or setting-off.

#### **13. TELEPHONE INSTRUCTIONS**

The Bank may (acting in good faith) accept and rely on instructions/requests made by telephone upon satisfactory identity verification of the maker of the call. The Borrower agrees:-

- (a) that the telephone instructions/requests made by a person meeting the identity verification procedure established by the Bank shall be treated as made by the Borrower and be binding on the Borrower and irrevocable;
- (b) that the Bank may (but are not obliged to) keep recordings and/or other records of any such telephone instructions/requests;
- (c) to provide to the Bank sufficient information to operate identity verification procedure;
- (d) that such instructions/requests made by telephone and accepted by the Bank shall be binding upon the Borrower and the Borrower shall indemnify the Bank on demand for any claim or liability suffered

as a result of the Bank's reliance (in good faith) on telephone instructions/requests given in accordance with this procedure.

#### **14. VARIATIONS OF TERMS AND CONDITIONS**

The Bank may vary the interest, fees, charges or these Terms and Conditions at any time and notice (in electronic or printed form) will be given to the Borrower before such variations take effect (unless these are not within the control of the Bank). Any variations will take effect on the date stipulated in the notice. Any such variation will be binding on the Borrower if the Borrower continues to utilize the Loan after the effective date of variation.

#### **15. COLLECTION COSTS**

The Bank may engage any third party debt collector or other agents to demand, cover or collect any sums the Borrower owes the Bank. The Borrower hereby:-

- (a) authorizes the Bank to disclose personal or other information of the Borrower to any such person for debt collection purposes; and
- (b) agrees to pay and indemnify the Bank immediately on demand for all reasonable costs and expenses (including, but without limitation, legal fees on a full indemnity basis and any debt collection agency fees, costs and expenses reasonably incurred in connection with the recovery or attempted recovery of any sum(s) payable by the Borrower under the Loan) the Bank reasonably incur in respect of any such debt collection actions.

#### **16. DUTY TO UPDATE INFORMATION**

The Borrower shall promptly notify the Bank in writing of any change in his/her financial condition, personal or contact information. Provision of any false or incorrect information shall be a breach of these Terms and Conditions and the Bank may cancel the approval of the Loan or withdraw the Loan if disbursed, and may also charge the Borrower a reasonable handling fee.

#### **17. CREDIT REFERENCE**

To assess the Loan Application, the Bank may access and use information held by the credit reference agency) from time to time. The Bank may access such information for each Loan Application.

#### **18. ASSIGNMENT & SUCCESSION**

The Bank may assign or transfer any of the Bank's interests, rights or obligations under the Loan without prior notice to the Borrower. The Borrower may not assign or transfer any of his/her interests, rights or obligations under the Loan without prior written approval of the Bank. These Terms and Conditions shall be binding upon the Borrower's executors, administrators and personal representatives.

#### **19. COMMUNICATIONS**

Any notices and other formal communications between the Bank and the Borrower must be given in writing. The Bank may however specifically agree with the Borrower to allow use of non-written communication, on a case-by-case basis. The Bank may provide notices or formal communications to the Borrower electronically. For communications in writing from the Bank to the Borrower, they will be deemed to have been duly sent to and received by the Borrower

- (i) at the time of delivery if delivered personally;
- (ii) 2 days from the date of posting to the Borrower's address in the Bank's record if that address is in Hong Kong or 7 days from the date of posting if that address is outside Hong Kong;
- (iii) immediately if sent by email to the Borrower's email address in the Bank's record or by short message service to the Borrower's mobile phone number in the Bank's record.

For communications in writing from the Borrower to the Bank must be made through telephone, mail or electronic means, delivery will be deemed successful upon actual receipt by the Bank.

#### **20. GOVERNING LAW AND SEVERABILITY**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region, and if any provision of these Terms and Conditions is invalid or ineffective for any reason, such invalidity or ineffectiveness shall only affect that provision, and shall not affect the validity of the remaining provisions of these Terms and Conditions.

**21. TERMINATION OF EMPLOYMENT (Not applicable to Hong Kong Permanent Resident)**

The Borrower must fully repay all outstanding principal amount of the Loan, interest and other fees and charges (if applicable) upon the termination of the employment with the current employer or the cessation of employment in Hong Kong. For the avoidance of doubt, such repayment shall be regarded as early repayment of the Loan.

**22. ENGLISH VERSION PREVAILS**

In case of any inconsistency between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

**建行(亚洲)中企员工税季私人贷款条款及细则 (2018 年第四季度或之后生效)**

**1. 对条款及细则的接受**

申请人(「**申请人**」)向中国建设银行(亚洲)股份有限公司(「**本行**」)作出该贷款(「**贷款**」)申请(「**贷款申请**」)将被视为申请人接受本文所载之条款及细则(「**本条款及细则**」)。

**2. 有条件审批**

该贷款最终审批乃取决于本行是否信纳申请人有关之信贷纪录, 包括申请人于本行之其它信贷设施(如有)是否一直维持在良好状况。本行有对审批或拒绝任何贷款申请之绝对权、决定任何已审批之贷款额、每月还款额、及递交任何贷款申请之期限。本贷款申请不得转让。

**3. 申请后不能更改**

贷款申请一经收取, 申请人未经本行批准不得更改或撤回该贷款申请。

**4. 申请结果通知**

本行就贷款申请及贷款额的审批拥有绝对的酌情权。在一般情况下, 本行会根据申请人在贷款申请时提供的联络号码或通讯地址以电话或书面形式将贷款申请结果通知申请人。本行毋须向申请人就任何被拒或已作其它决定之申请给予任何理由或解释。

**5. 手续费**

若贷款申请成功获得批核, 本行将向成功贷款申请人(「**借款人**」)收取在**贷款确认书**(「**贷款确认书**」)上列明之手续费。贷款手续费将加借于已批核之贷款金额(「**贷款额**」)上, 并合共成为**总贷款额**。

**6. 发放贷款**

成功批核后, 本行会将贷款额志账至借款人于申请时指定之银行账户(「**指定账户**」)。本行将不会在星期六或公众假期发放贷款(如香港法例第149章公众假期条例中所定义)(「**公众假期**」)。

除本行另有决定, 列明该贷款详情之贷款确认书将于发放贷款时邮寄予借款人。该已批核之贷款将受条款及细则、产品资料概要(除参考利率及利息支出外)、贷款确认书之条款及细则、及本行不时指定之条款及细则所规限。

**7. 每月还款**

利息将由本行向借款人发放贷款额当日起计算, 并按总贷款额及贷款确认书所载之利率收取。借款人同意按贷款确认书所载之还款细则偿还总贷款额以及适用之利息。贷款确认书会列明每期之**每月还款额及还款日**。

借款人在此要求及授权本行于指定账户中扣除每月还款额及任何适当之收费/费用。

如贷款某一期的到期还款日期是星期六、星期日或公众假期, 有关款项将于下一个结算日过账; 但如该到期还款日为星期六并在属一个公历月份的最后一天, 则将会在紧接该天的前一个结算日过账。结算日指星期一至五香港银行的对外营业时间。

**8. 逾期还款附加费**

若借款人未能按贷款确认书偿还每月还款额, 本行将收取于贷款确认书、产品资料概要或任何其它条款及细则中不时订明的逾期还款手续费、逾期还款利息及任何其它收费。

**9. 提早还款**

借款人可将整笔结欠本金(包括已到期欠款)及截至下一个还款日之利息, 连同所有到期之费用及收费于同一日全数归还作提早还款。本行(或有权依本行认为合适之方式)计算缴付的金额及分配每月还款额中的本金与利息之比率(包括已向本行缴付之还款额)。

贷款一经确认, 不论有否放款予借款人, 未经本行批准均不可终止或取消。借款人若在贷款确认后提出任何终止或取消的要求, 会当作借款人要求提早清还贷款处理。

#### 10. 要求清还贷款

即使本条款及/或贷款确认书上有任何规定，在本行独有及绝对的酌情权下，本行可在任何时候要求借款人实时清还对所有在该贷款下结欠之本金、利息及其它费用及收费而毋须作事前通知。

#### 11. 违约情况

在下列任何事项发生的情况下，借款人将被视为违反本条款及细则，而借款人于该贷款下之所有尚欠本金金额、累计利息及所有其它有关费用及收费将立即到期，而借款人须立即向本行清还该等款项：—

- (a) 除该贷款外，借款人与本行的任何贷款、债务、付款责任或其它债项因借款人违约而被宣布提早到期，或借款人未能于到期缴款日支付任何款项、或任何此等贷款、债务、付款责任或其它债项的任何抵押变为可被强制执行；或
- (b) 任何人士提交呈请书或任何管辖法院或其它相关机构颁发命令旨使借款人破产，或旨委任破产管理人、受托人或类似人士处理借款人的所有或大部分之资产。

#### 12. 抵销

本行可在任何时候毋须作事前通知的情况下，运用或合并借款人于本行开设的任何户口的结余以偿还并抵销借款人于本行全部或部分的债项，包括该贷款之结欠。本行会在此等运用、合并或抵销后以书面形式通知借款人。

#### 13. 电话指示

本行可在秉诚行事下，在充分核查来电者身份后，接受及依据以电话所作的指示。借款人同意：—

- (a) 由一位能够符合本行所设定之身份核查程序的人士透过电话所作之指示应被视为由借款人所作，对借款人具约束力且不可被撤销；
- (b) 本行可（但并无责任）保存任何此等电话指示之录音及/或其它记录；
- (c) 向本行提供充足的资料以供本行进行身份核查程序；
- (d) 本行接受透过电话指示应被视为由借款人所作，在本行要求之下，对本行因（本着真诚）依靠根据此程序给予的电话指示而蒙受的申索及法律责任，予以弥偿。

#### 14. 条款及细则之修订

本行可不时修订利率、费用、收费或本条款及细则。本行会就有关修订生效前（以电子或印刷形式）给予借款人通知（有关改变非本行所能控制则属例外）。新修订条款将在修订通知中列明之指定日期生效。若借款人在该等修订生效日期后仍继续运用该贷款，借款人将受此等修订的约束。

#### 15. 收账费用

本行可以雇用任何第三方收账人或其它代理向借款人追收、追讨或收取任何及所有贷款下之欠款。借款人现：—

- (a) 授权本行在追收账项的目的下，向任何此等人士披露借款人的个人或其它资料；及
- (b) 同意在本行要求下实时向本行缴付及弥偿所有本行在此等收账行动下所引致之合理费用及支出(包括但不限于因追讨或试图追讨借款人于贷款下之欠款所引致（以完全弥偿基准计算）的合理律师费及所有收账代理人费用、收费及支出）。

#### 16. 更新资料的责任

借款人须以书面形式尽早通知本行其财政状况、个人或联络资料的任何变动。提供失实或不正确资料将违反本条款及细则，本行可因此取消贷款的审批或发放贷款后撤销贷款，并向借款人收取合理的手续费。

#### 17. 信贷资料事宜

为审核借款人的贷款申请，本行将需要于贷款申请时不时取得及使用信贷资料服务机构所持有的资料。若借款入有多于一个贷款申请，本行有权就每一贷款申请查核信贷资料。

#### 18. 转让及继承



本行可在不作事前通知的情况下转让或转移借款人有关贷款之任何利益、权利或责任。未经本行事先以书面批准下，借款人则不得将该贷款之任何利益、权利或责任转让或转移。本条款及细则将对借款人之执行人、遗产管理人及遗产代理人具约束性。

**19. 通讯**

任何本行與借款人之間的通告及其他正式通訊必須以書面形式通知。惟本行可以根據個別情況接受使用非書面形式之通訊。本行可以電子形式給予借款人通告或正式通訊。本行給予借款人的書面通訊，將被視為已經正式送達並由借款人接收

- i. 如專人送遞, 在送遞之時;
  - ii. 郵寄至借款人於本行記錄的地址, 2天若是香港地址或7天若是香港以外地址;
  - iii. 立即若以電郵發送至借款人於本行記錄的電郵地址或以短訊發送至借款人於本行記錄的手提電話號碼。
- 借款人必須透過電話、郵寄或電子方式給予本行的通訊則以本行實際收到該通訊時方被視為有效的送遞。

**20. 法律管辖及个别法律责任**

本条款及细则须受香港特别行政区法律所管限并按照该法律解释。如本条款及细则之任何条款因任何理由不成立或失效，此等不成立或失效将只影响该条款，而不应影响余下条款之条款及细则之有效性。

**21. 终止受雇（不适用于香港永久居民）**

借款人必须于终止受雇于现有雇主或停止在香港工作时全数清还有关贷款账户下结欠之本金、利息及其它费用及收费(如适用)。为免生疑问，还款会作提早还款处理。

**22. 英文版本为准**

若本条款及细则之中文及英文版本出现歧异，一概以英文版本为准。