**VERSION 17.11** 



# **RESIDENTIAL LOAN APPLICATION**

# **BOC SAMLOANS CHANNEL**

Credit Asset Management Limited trading as SAMLoans

Head Office: Level 12 37 York Street Sydney 2000 NSW Australia

Email: credit@samloans.com.au

# INDIVIDUAL BORROWERS DETAILS

Applicant 1	Applicant 2:				
Capacity: Borrower Mortgagor Guarantor Attorney	Capacity: Borrower Mortgagor Guarantor Attorney				
Mr / Mrs/ Ms / Miss	Mr / Mrs / Ms / Miss				
Surname: Previous Surname	Surname: Previous Surname				
Given names Previous Given name	Given names: Previous Given name				
Relationship with Applicant 2:	Relationship with Applicant 1:				
Date of Birth Drivers Lic No:	Date of Birth Drivers Lic No:				
Marital Status: Married Single other	Marital Status: Married Single other				
Dependent/s No: Age/s of dependent:	Dependent/s No: Age/s of dependent:				
Home Address:	Home Address:				
State: Post Code:	State: Post Code:				
Date moved in: Home Ph:	Home Ph:				
Mobile Ph:         Work Ph:         ( )					
	Mobile Ph: Work Ph:: ( ) Email Address:				
Email Address:					
Current residential Rent/Board Owner Live with Parents/Relatives status	status				
Previous	Previous address				
address: [if less than 3	[if less than 3				
Yrs in current ]     State:     Post Code:	Yrs in current] State: Post Code:				
Date moved in: Date moved out:	Date moved in: Date moved out:				
Residency Status: Aust Citizen Permanent res. Non Resident	Residency Status: Aust Citizen Permanent res. Non Resident				
FATCA Info Are you a US citizen or resident of the US for tax purposes?	FATCA Info Are you a US citizen or resident of the US for tax purposes?				
Yesplease provide your US Taxpayer Identification Number (TIN)	Yesplease provide your US Taxpayer Identification Number (TIN)				
EMPLOYMENT DETAILS: Present Employer	EMPLOYMENT DETAILS: Present Employer				
Employment type Full time Part time Self-employed Others	Employment type Full time Part time Self-employed				
Gross Income:	Gross Income: per annum Occupation /				
Occupation / Industry:	Industry:				
Dated started (dd/mm/yy) Phone ( )	Dated started (dd/mm/yy) Phone ( )				
Are you on probation? Yes No	Are you on probation? Yes No				
Contact Person:	Contact Person:				
Employer's address	Employer's address				
State: Post Code:	State: Postcode:				
Previous employer [if ess than 3 Yrs:]	Previous employer [if less than 3 Yrs:]				
Cocupation / Industry:	Occupation / Industry:				
Dated started Date finished	Dated started Date finished				
POST SETTLEMENT					
HOME ADDRESS	State: Post Code:				

Indicate Status:		COMPANY BORROWER DETAIL	_S[	[If Applicable ]				
Borrower	Company	Name:						
Mortgagor	A. B. N.				Date of Incorporation	:		
Cuerenter.	Registered	Address:						
Guarantor					St	ate:	e Pos	st Code:
	Nature of I	Business:						
	Names of [	Directors:						
If application is a trust, state full name of trust								
Full name/s of Trustees								
Full name/s of Beneficiary(i	es)							
TOTAL LOAN REQUIREM	IENT	\$	=		VR:	%		
				I L		/0		
APPLICANTS IMMEDIAT								
Loan Type:	New Purcha	se Refinance		Other				
Loan Purpose:	Owner Occi	upied Investment		Land Loan			Construction	
Specify Funder:								
Breakdown of Loan Split	ts							
Г		Split - 1		Split	- 2	l	Spli	t - 3
Facility / Product Type	е							
Loan Amounts		\$		\$			\$	
Terms Required		Principal & Interest		Principal & Interest			Principal & Interest	
30 Yea		Interest Only - Term		Interest Only - Term			Interest Only - Term	
30 Yea	115	Preferred Repayment Schedule Monthly		Preferred Repayment Schedule	Monthly     Fortnightly		Preferred Repayment Schedule	Monthly Fortnightly
MORTGAGE INSURA	NCE			INTEREST RATE			INTEREST RA	
PREMIUM CAPITALISATION		Variable Rate		Variable Rate			Variable Ra	te
YES OR NO		%			%			%
INDICATE IF REQUIRE		Fixed Rate Term (Yrs)		Fixed Rate Term (Yrs)			Fixed Rate Term (Yrs)	
		Indicative Fixed Rate %		Indicative Fixed F	Rate %		Indicative Fixed I	Rate %
FUNDS POSITION:								
Funds Required				Funds Available				
Purchase Price		\$		Loan Amount Require	d [as above]		\$	
Contract Price [construction	nl	\$		DepositPaid [ copyc	ofreceiptto be provide	dl	\$	
Refinance/s:		\$			cation also to be submit		•	
Lender		\$			aration to be provided		\$	
Costs [ estimated ] total of	below items	\$			Evidence to be provide	-	۵	
Mortgage Insurance	\$				Detail ]	- 1	\$	
Stamp Duty Contract	_				-		\$	
Stamp Duty Mortgage							-	
Other costs							- <sup>\$</sup>	
		TOTAL \$			Т	тот	AL \$	
SURPLUS / SHORTFAL	L	\$		Please clarify a sh	ortfall			

# SECURITY OFFERED FOR FACILITY RESIDENTIAL PROPERTY 1

ADDRESS Stre	et										
Subi	rb						State		Post Code		
Registered Proprietors of Security Property	If same as borrowers	same as borrowers			[Indicate	YES/I	NO]				
[After Settlement]					1						
					2						
Use of Property	Owr	ner Occupi	ed						Investment		
Ownership of Property at present	Owned Unencumb	ered			Morto	Mortgaged			New Purchas	se	
Estimated Value or Purchase Price	\$		]	Р	Property Type						
Rental Value per annum [if appropriate]	\$ pe	er week		F	louse	ouse Unit		ļ	Apartment		
Title details if available	Lot	Deposite	d Plan								
	Volume			Folio							
Contact Name for Valuer											
Contact Telephone Numbers (include STD)	[H]	[H]		[W]				[M]			
RESIDENTIAL PROPERTY 2											

ADDRESS	Street												
	Suburb								State		Post Code		
Registered Proprietors of Security Property		If same as b	orrowers				[Indicate YES/NO]						
[After Settlement]							1						
							2						
Use of Property			Own	ner Occupi	ed						Investment		
Ownership of Property at present		Owned	Unencumbe	ered			Mo	ortgaged	1		New F	Purchase	
Estimated Value or Purchase Price		\$				Pr	operty T	Гуре					
Rental Value per annum [if appropriate]	]	\$		per		H	ouse		Unit		Apartment		
Title details if available		Lot		Deposited	l Plar	ı							
		Volume				Folio					]		
Contact Name for Valuer													
Contact Telephone Numbers (include STI	D)	[H]				[W]					[M]		
Please contact me regarding:		н	ome and	contents	insı	urance				Mor	rtgage protec	tion insuranc	е
SOLICITORS DETAILS:													
Name of Firm:													
	<u>.</u>												
Address:	Street												
	Suburb								State		Post Code		
											1		
Contact Person:	Name:												
Contact Telephone Numbers		[Phone]				[Fax]					[Mobile]		
(include STD)		Email Addres	ss:										

PERSONAL FINANCIAL STATEMENT			
		1 400570	
	Amount \$	ASSETS	Amount \$
MORTGAGE WITH		PROPERTY AT	
REPAYMENTS MONTHLY \$			
TO BE REPAID OF REFINANCED			
		OWNED BY (PLEASE CIRCLE) APPLICANT 1 / 2 / JOINTLY	
MORTGAGE WITH		PROPERTY AT	
REPAYMENTS MONTHLY \$			
TO BE REPAID OF REFINANCED		OWNED BY (PLEASE CIRCLE) APPLICANT 1 / 2 / JOINTLY	
MORTGAGE WITH		PROPERTY AT	
REPAYMENTS MONTHLY \$			
		OWNED BY (PLEASE CIRCLE) APPLICANT 1 / 2 / JOINTLY	
MORTGAGE WITH		PROPERTY AT	
REPAYMENTS MONTHLY \$		OWNED BY (PLEASE CIRCLE) APPLICANT 1 / 2 / JOINTLY	
OTHER LOAN/s with		BANK ACCOUNTS details	
REPAYMENTS MONTHLY \$			
OTHER LOAN/s with		MOTOR VEHICLES details	
REPAYMENTS MONTHLY \$			
OTHER LOAN/s with		PERSONAL/ HOUSEHOLD EFFECTS	
REPAYMENTS MONTHLY \$			
OVERDRAFT / LIMIT \$		BUSINESS VALUE	
LENDING INSTITUTION		SHARES/INVESTMENTS	
CREDIT CARD LIMIT: with \$		OTHER ASSET details	
CREDIT CARD LIMIT: with \$		_	
CREDIT CARD LIMIT: with \$			
OTHER LIABILITIES and/or GUARANTEES / DETAILS		DEPOSIT PAID ON PURCHASE	
Total Liabilities		Total Assets	
		SURPLUS	
INCOME DETAILS		Monthly Expenses DETAILS	
Applicant 1 Income Per Annum \$		Existing Loan repayments Per Month \$	
Applicant 2 Income Per Annum \$		Proposed Loan repayments Per Month \$	
Existing Rental Income Per Annum \$		Applicant 1 Living expenses Per Month \$	
Proposed Rental Income Per Annum \$		Applicant 2 Living expenses Per Month \$	
Other - Please specify Per Annum \$		Other - Please specify Per Month \$	
Other - Please specify Per Annum \$		Other - Please specify Per Month \$	
Total Income \$		Total Expense \$	

Monthly Living Expenses - Applicant 1			Monthly Living Expenses - Applicant 2			
	Before settlement	After settlement	Before After settlement settlement			
Personal Loan repayment			Personal Loan repayment			
Credit Card repayment			Credit Card repayment			
Rent / Board			Rent / Board			
Childcare			Childcare			
Clothing and personal care			Clothing and personal care			
Education			Education			
Groceries			Groceries			
Insurance			Insurance			
Owner occupied property utilities, rates and related costs			Owner occupied property utilities, rates and related costs			
Investment property utilities, rates and related costs			Investment property utilities, rates and related costs			
Medical and health			Medical and health			
Recreation and entertainment			Recreation and entertainment			
Telephone, internet, pay TV and media streaming subscriptions			Telephone, internet, pay TV and media streaming subscriptions			
Transport			Transport			
Total living expenses			Total living expenses			

Loan Purpose 贷款目的	Purchase/Owner Occupied 新购自住			
Preferred Loan Features and Requirements and Objectives 所需功能	Transaction account 交易账户 □ Redraw facility 再提款 Offset facility 对冲账户 (available for Discount Plus Home Loan or Discount Plus Investment Home Loan only) Ability to made additional payments 允许提前额外还款 □ Interest capitalisation 利息资本化 Ability to 'switch' from fixed to variable 允许由固定利率转为浮动利率 Internet banking 电子银行 □ Ability to pay of loan faster 允许更快还款 Credit card 信用卡□ Debit card 借记卡			
When is the Loan required by 所需贷款发放时间	(dd/mm/yyyy)			
Interest Only: Year(s)年 (maximum 5 years) 只付利息 (期限最长 5 年)	Reasons for Interest Only period (select all that apply):         只还利息的原因(请选择所有适用项)         Temporary reduction in income 短时间收入减少         Large non-recurring expenses 大额一次性支出         Variable income 收入变动         Maximise cash flow 最大化现金流         Create funds for investment purposes 为投资积累资金         Principal reductions in an offset facility 通过对冲账户对冲本金         Taxation, financial or accounting reasons 税务、融资或会计原因         Plan to convert to investment property 计划转为投资物业         Others, please specify 其它,请详细注明:			

#### **AGREEMENT & DECLARATION**

#### **Applicant Declaration**

I/We hereby agree to the following conditions:

- [a] The Lender will engage a valuer to report on the proposed
- [b] The fee for the valuation is not refundable once the valuation has been made, whether or not the loan is approved and whether or not the valuation meets you requirements.
- [c] The valuer's and/or inspectors reports are prepared for the Lender's purpose only and remain the property of the Lender. Neither the Lender nor the valuer/inspector shall be under any legal obligation or liability to me/us for any matter disclosed in such reports.
- [d] If the application is approved, you will issue me/us with a letter of offer which will bind me/us to its terms and conditions. Including providing security in relation to any loan made to me/us.
   If the application is approved I/we agree to pay all charges required by the Lender, including the Lender's solicitors costs.
- [e] In consideration for the manager undertaking the work required to submit my/our application for finance to the Lender for approval, I/We agree to pay the Mortgage Manager the appropriate application fee. This fee includes the cost of obtaining one standard valuation of the property to be mortgaged to the Credit Provider. Additional valuations may incur a cost to be met be me/us.

I/We have understood the instructions given on this application form.

I/we declared that all the information given is true and correct and will remain true and correct unless and until I/we notify you other wise in writing.

1.	Have you or your spouse ever been declared bank benefit of creditors ?	krupt or insolvent, has eith	ier estate been assigne	d for the	Yes			
2.	Have you or your spouse ever been shareholders of	or officers of any company	of which Manager Rec					
	and/or liquidator has been appointed ?	, , , - , - , - , - ,		No	Yes			
3.	Is there any unsatisfied judgement entered in any or your spouse are or were a shareholder or office	court against you, your s er ?	pouse or any company	of which you	Yes			
4.	Have you, or your spouse or any company which upon or given title or deed in lieu thereof through a			foreclosed	Yes			
5.	Has any part of the deposit or the balance due ab	ove this loan been obtain	ed from borrowings ?					
				No	Yes			
6.	Has any application in respect of this loan been so	ubmitted by you, or any o	ther person, to any othe					
				No	Yes			
7.	Are all borrowers eligible for the First Home Buyer	rs Grant ?		No	Yes			
8.	Are you a Guarantor to any other loan ?			No	Yes			
9.	Has any applicant in respect of this loan ever be facility that has been in arrears greater than one		edit card, rental agreen	nent or other	Yes			
10	Have you exceeded the agreed credit limit of an	ny credit/store card ?						
				No	Yes			
11.	Do you anticipate any material change to your f Large expenditure etc.)? If yes, how will you me		ne next five years (e.g	. retirement,	Yes			
12.	Are you comfortable with your ability to make re	epayments under the pro	oposed loan without d					
				No	Yes			
I/We for furthe is give that re me/us with th	I/We hereby agree that Credit Asset Management Limited may negotiate a loan on our behalf with a Lender. I/We further agree all information provided to Credit Asset Management Limited is true and correct and further declare that I/we are over the age of eighteen (18) years I/We acknowledge that no representation or warranty is given by the Lender as to the taxation consequences of any borrowing and I/we have obtained my/own advice in that regard. I/We acknowledge and agree that if my/our application is approved any loan made by the Lender to me/us will be subject to the Lender's term and conditions, a copy of which will be forwarded to me/us for signature with the Lender's Letter of Loan approval.							
Signatu	re Applicant 1. Date:	1	Signature Applicant 2.	Date:				
			×					

# **Loan Purpose**

Your proposed loan may be regulated by the National Credit Code ("the Code"). The Code applies where:

- You (the borrower) are a natural person or strata corporation; and  $\dot{\mathbf{v}}$  $\dot{\cdot}$ 
  - the credit is provided or intended to be provided wholly or predominantly:
    - for personal, domestic or household purposes; or
    - to purchase, renovate or improve residential property for investment purposes; or •
    - to refinance credit that has been provided wholly or predominantly to purchase, renovate or improve residential property for investment purposes

# Part A

In order to determine whether or not the provisions of the Code will apply to this loan, the lender requires you to provide it with the following information.

1	Are any of the borrowers natural persons as described above?
	Are any of the borrowers a corporation? If yes, do not complete Part B and Part C.
2	
3	Is the borrowers a strata corporation (being a corporation incorporated under strata title legislation in relation to subdivided residential land or whose issued shares confer aright to occupy land for residential purposes)?

# Part B

	The purpose of this proposed loan is:	Loan Amount Sought \$
4	To purchase a residence to be owner-occupied	
5	To refinance an owner-occupied residence	
6	To purchase a property for investment purpose	
7	To refinance a property for investment purpose	
8	To finance home improvements	
9	Debt consolidation	
10	Personal borrowings, e.g. car / boat / holiday, or to finance other expenditures related to personal, domestic and household nature, please specify:	
11	To finance the construction of a residence to be owner-occupied	
12	To finance the construction of a property for investment purpose	
13	To provide credit for borrowers' business	
14	Others, please specify:	

# Part C

If you tell us that the proposed loan is **not** provided wholly or predominantly for a Code purpose, namely:

- for personal, domestic or household purposes; or \*
- $\dot{\cdot}$ to purchase, renovate or improve residential property for investment purposes; or
- to refinance credit that has been provided wholly or predominantly to purchase, renovate or improve  $\dot{\cdot}$ residential property for investment purposes.

Then, you must also complete the **Declaration of Purpose** below.

Important Notice: If you declare that the loan does not have a Code purpose, but the Bank's subsequent enquires reveal that the loan is regulated under the Code, the Bank may be obliged to re-assess the loan and to arrange to have the loan re-documented. Any costs incurred by this process are to borne by the borrower.

X

Date

Signature Applicant 1

Signature Applicant 2

X Date

<b>Declaration of Purpose</b> (Section 13, National Credit Code, Regulation 68, National Consumer Credit Protection Regulations 2010)	
To: Bank Of China (Australia) Ltd	
Applicant 1 (Print Name):	_
Applicant 2 (Print Name):	_
I/We declare that the credit to be provided to me/us by the credit provider is to be applied wholly or predom	inantly for:
<ul> <li>Business Purposes; or</li> <li>Investment Purposes other than Investment in Residential Property.</li> </ul>	

IMPORTANT					
You should <b>only</b> sign this declaration if this loan is wholly or predominantly for:					
<ul> <li>Business Purposes; or</li> </ul>					
Investment Purposes other than Investment in Residential Property.					
By signing this declaration you may <b>lose</b> you	r protection under the National Credit Code.				
Signature Applicant 1 Signature Applicant 2					
×	×				
Date / /	Date / /				

# **Joint Borrower Nomination Form**

This form may be signed by joint Borrowers who reside at the same address who wish to nominate one of them as the person who will receive notices and other documents relating to the loan (so that they do not have to each receive their own copy of any notices and other documents).

Each Borrower is separately entitled under the National Credit Code to receive a copy of any notice or other document under the National Credit Code.

• By signing below, you give up the right to be provided with information direct from the credit provider and nominate one of you to receive this information.

# Nomination

I/We nominate

(full name of person nominated)

receives notices and other documents under the National Credit Code on behalf of me/all of us.

#### **Please note the following:**

- 1. Only sign below if you are both Borrowers who reside at the same address and both wish to nominate one of you.
- 2. Only a person who is a Borrower may be the person nominated.
- 3. Any Borrower who has signed this form can advise the credit provider at any time in writing that they wish to cancel their nomination. Following any cancellation, the credit provider will from then on provide each joint borrowers with their own separate copy of any notice or other document under the National Credit Code.
- 4. This Nomination only applies to joint Borrowers. It will not apply to joint Guarantors.

The notices and documents are to be sent to the following mailing address: Address

			 Postcode		
Signature Applicant 1			Signature Applicant 2		
×			×		
Date	/	/	Date / /		

\*For the Low-Doc applicant, you should complete a low doc declaration of financial position \*For the Non-Resident Loan, you should Non-Residency checklist and Declaration

#### Part A: Bank of China - Privacy Collection notice

The Bank of China Limited, Sydney Branch ABN 29 002 979 955 AFSL No. 230547 and Bank of China (Australia) Limited ABN 28 110 077 622 AFSL and Australian Credit Licence No. 287322 (jointly and severally referred to as "**Bank of China**", "**we**", "**us**" and "**our**" in this collection notice) generally collect personal information about you from you directly but we may also collect your personal information from third parties including your employer (to confirm income and employment details), your accountant/tax agent, mortgage brokers, a credit reporting body (for credit application) and public registers provided by the Australian Securities & Investments Commission or the Personal Property Securities Register or State or Territory land and property registers.

We collect personal information in order to: establish your identity and assessing your application for our products and services, provide you with the products and services you request; provide you with customer support; monitor and evaluate our products and services; respond to your queries or requests for assistance (including hardship applications) or complaints; take measures to detect and prevent fraud and financial loss; administer our customer relationships, services, products, systems and business functions; comply with our legal obligations and meeting government and law enforcement agencies or regulators requirements, including our obligations under applicable anti-money laundering and counter-terrorism financing and sanctions laws, or a court/tribunal order; develop and research our products and services; conduct appropriate checks for credit-worthiness; maintain and develop our information technology systems, including the testing and upgrading of these systems; and provide you with information relating to our products or services that we believe may be of interest to you.

If you do not provide us with your personal information, some or all of the following may happen: we may not be able to provide the requested products or services to you, either to the same standard or at all; we may not be able to provide you with information about products and services that you may want, including information about special promotions; we may not be able to properly investigate or resolve your query or complaint; or we may delay, block or refuse to make a payment or action an instruction relating to your account.

We may disclose your personal information to the following third parties: our related bodies corporate within the Bank of China group; credit providers, referees or persons with whom you transact; credit reporting bodies (for credit products), our agents, contractors, brokers, insurers, authorised representatives and credit representatives; other organisations who jointly with us provide products or services to you; other financial institutions; our local Australian clearing agent bank; payment system operators, service providers and participants; card scheme participants; loyalty program redemption partners; government or regulatory bodies or to law enforcement agencies with appropriate authority; fraud bureaus or other organisations to identify, investigate or prevent fraud or other misconduct; external dispute resolution schemes; our professional advisers including lawyers and auditors, consultants; your duly authorised representatives; and our service providers.

If you are under 14 or have special needs, we may share your information with your parent or legal guardian or any person appointed to manage your affairs. We may collect personal information where it is required or authorised by or under an Australian law or a court/tribunal order. In certain circumstances we may be required to collect your name, address, date of birth, and other verification information and verifying documents under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and *Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007* (*No.1*) (Cth). If you have applied for credit or provide a guarantee, we may collect personal information about your financial position pursuant to the *National Consumer Credit Protection Act 2009* (Cth), and if you give us a mortgage security or other security interests, certain identification information under property laws in some Australian states and territories or the *Personal Property Securities Act 2009* (Cth). We may collect your tax file number if you choose to provide it as authorised by the *Income Tax Assessment Act 1936* (Cth) and other taxation laws. We may also be required to request your tax residency status under information sharing agreements between the Australian Government with other countries, such as the agreement between Australia and the United States (US) under US law (*Foreign Account Tax Compliance Act*), that requires us to ask account holders of some products whether they are US citizens or US tax residents. If you are a tax resident of another country, the relevant treaty or law (such as the Common Reporting Standard under the *Taxation Administration Act 1953* (Cth)) may require us to collect your relevant foreign tax identification number and tax residency status.

# Sensitive information

The Privacy Act protects your sensitive information, such as health information that we may collect on a hardship application. If we need to collect your sensitive information, we will only do so with your consent, except where otherwise permitted by law.

We only collect personal information about individuals that is necessary for our business.

Our Privacy Policy, available at www.bankofchina.com/au or from us on request, contains information about how you may access and correct the personal information that we hold about you and how to lodge a complaint relating to our treatment of your personal information, and how we will deal with the compliant.

We may disclose personal information overseas to our overseas related bodies corporate and service providers. It is not practicable for us to list every country in which such recipients are located but it is likely that such countries where we will disclose information to our related companies or branches will include Bahrain, Belgium, Brazil, Cambodia, Canada, China, Dubai, France, Germany, Hong Kong, Hungary, Indonesia, Italy, Japan, Korea, Luxembourg, Macau, Malaysia, Mongolia, Netherlands, New Zealand, Panama, Philippines, Poland, Republic of Kazakhstan, Russia, Singapore, Sweden, Taiwan, Thailand, United Arab Emirates, UK, USA, Vietnam and Zambia. Our third party service providers may be located in British Virgin Islands, Cayman Islands, China, Hong Kong and New Zealand. We may notify you of other countries from time to time (including at the time of collecting your information). In the course of a multi-jurisdictional transaction we may also disclose your personal information to our lawyers located in relevant jurisdictions.

In the course of a multi-jurisdiction transaction we may also disclose your personal information to our lawyers located in the relevant jurisdictions.

You may contact us by writing to: Compliance Officer, Legal and Compliance, Bank of China Ltd, 39-41 York Street, SYDNEY, NSW 2000. Or by telephone on: 1-800-092-009 (toll-free) or 61 2 8299 8031 between 9:00am and 5:00pm Monday to Friday AEDT (not available on NSW public holidays or Bank Holiday).

This document was last updated on 1st July 2017.

#### Part B: Credit Reporting Collection Statement

**Bank of China Limited**, Sydney Branch ABN 29 002 979 955 and **Bank of China (Australia) Limited** ABN 28 110 077 822 (**we/us/our**) collect, use and disclose personal information and Credit-Related Information about individuals as set out below.

#### **Our Policies**

## **Privacy Policy**

Personal information is treated in accordance with our Privacy Policy. This policy contains information on:

- how we manage your personal information;
- how you may:
  - o access your personal information held by us
  - seek correction of that information
  - make a complaint about a breach of the Australian Privacy Principles or about how we deal with such complaints.
- whether it is likely that we will disclose your personal information to entities that do not have an Australian link and, if so, the countries in which those entities are likely to be located.

Our Privacy Policy may be obtained by visiting our website at <u>www.bankofchina.com/au</u> or by contacting us on 1-800-092-009 (toll free) or +61 2 8235 5810 between 9:00 am and 5:00 pm Monday to Friday AEDT (not available during NSW public holidays or Bank Holiday).

#### **Credit Reporting Policy**

Credit-Related Information is treated in accordance with our Credit Reporting Policy. This policy contains information on:

- how we manage your Credit-Related Information;
- how you may:
  - access your Credit Eligibility Information held by us;
  - o seek correction of your Credit Information or Credit Eligibility Information held by us; and
  - complain about a failure by us to comply with the credit reporting provision of the *Privacy Act 1988* (Cth) (**Privacy Act**) or the Credit Reporting Code and how we will deal with such complaints; and
- whether it is likely that we will disclose your Credit Information or Credit Eligibility information to entities that do not have an Australian link and, if so, the countries in which those entities are likely to be located.

Our Credit Reporting Policy may be obtained by visiting our website at <u>www.bankofchina.com/au</u> or by contacting us on 1-800-092-009 (toll free) or +61 2 8299 8031 between 9:00 am and 5:00 pm Monday to Friday AEDT (not available during NSW public holidays or Bank Holiday).

## **Defined terms**

For the purpose of this Credit Reporting Statement:

"Credit Reporting Body (CRB)" is an entity that collects, holds, uses and discloses personal information about an individual for the purpose of providing other entities with information about the credit worthiness of an individual, for permitted purposes.

"Credit Reporting Information" refers to Credit Information or CRB Derived Information. This information is generally held by a Credit Reporting Body and disclosed to a credit provider in the form of a credit report.

"**Credit-Related Information**" refers to Credit Information, Credit Eligibility Information and CRB Derived Information (those terms are defined in the Privacy Act and as summarised in section 2 of our Credit Reporting Policy).

"Personal information" is defined in the Privacy Act as information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- whether the information or opinion is true or not; and
- whether the information or opinion is recorded in a material form or not.

#### **Collection of information**

We collect personal information and Credit-Related Information from the individual applicant(s) or individual guarantor(s) named in this Application (**you**), including information obtained in this Application and during the term of any credit provided by us or any guarantee given to us.

The information that we collect is required to:

- assess this Application for credit and if the Application is successful, to enable us to establish and manage any credit or facilitate the provision of credit to you (or a customer or your related company or other entity);
- assess whether you are suitable to be a guarantor for the credit applied for in this Application; or

• is required to be collected under the *Anti-Money Laundering and Counter-Terrorism Financing Act* 2006. Information may also be required:

- for any other purposes which relates to or arises out of requests or complaints made by you; and
- to take any action we are required or authorised by law to take.

We collect personal information and Credit-Related Information from Credit Reporting Bodies listed below and other credit providers named in this Application:

- for the purpose of assessing this application for credit and for future management of the customer or credit, including collection of overdue payments; or
- for the purpose of assessing your suitability as a guarantor for credit; and
- this collection is authorised under the Privacy Act 1988 (Cth)

If we are unable to collect your personal or Credit-Related Information, we may be unable to process this Application and therefore unable to provide the products and services required.

#### **Disclosure of information**

We may disclose your personal information and Credit-Related Information to our related companies, guarantors or potential guarantors and to third parties, including debt collectors, our brokers, credit management agencies, persons involved in securitisation arrangements with us, mortgage insurers, other credit providers, Credit Reporting Bodies and government bodies and regulatory authorities (where required or authorised by law). We also disclose Credit-Related Information to third parties who provide services to us or who provide services to you on our behalf. Further details are set out in our Credit Reporting Policy.

#### Information provided to Credit Reporting Bodies

We provide your Credit-Related Information to Credit Reporting Bodies. The information that we provide may be used by a Credit Reporting Body to include in reports provided to credit providers to assist them to assess your credit worthiness. If you fail to meet payment obligations in relation to consumer credit or if you commit a serious credit infringement, we may be entitled to disclose this to the Credit Reporting Body.

The Credit Reporting Body that we may disclose your information is:

Equifax Pty Ltd - 1300 762 207 Level 15, 100 Arthur Street North Sydney NSW 2060 www.equifax.com.au

You can obtain a copy of the credit reporting policy of any Credit Reporting Body (about the management of your Credit-Related Information by the Credit Reporting Body) that we disclose your Credit-Related Information to. If you would like to obtain their credit reporting policy, you should contact them directly using the contact details set out above.

You also have a right to:

- request that credit reporting bodies do not use any credit-related information held by them for the purposes of prescreening any direct marketing by credit providers; and
- request that credit reporting bodies do not to disclose your credit-related information in circumstances where you reasonably believe that you have been a victim of fraud or identity theft.

If you would like to make either of these requests, you should contact the credit reporting bodies using the contact details set out above.

We may also disclose your Credit-Related Information to our related companies or branches located world wide and third party service providers that are located in one or more overseas countries or hold information in overseas countries.

It is not practicable for us to list every country in which such recipients are located but it is likely that such countries:

- where we will disclose information to our related companies or branches will be located include Bahrain, Belgium, Brazil, Cambodia, Canada, China, Dubai, France, Germany, Hong Kong, Hungary, Indonesia, Italy, Japan, Korea, Luxembourg, Macau, Malaysia, Mongolia, Netherlands, New Zealand, Panama, Philippines, Poland, Republic of Kazakhstan, Russia, Singapore, Sweden, Taiwan, Thailand, United Arab Emirates, UK, USA, Vietnam, Zambia and other countries which we may notify you of from time to time (including at the time of collecting your information); and
- where we will disclose information to third party service providers include British Virgin Islands, Cayman Islands, China, Hong Kong and New Zealand and other countries which we may notify you of from time to time (including at the time of collecting your information).

Please refer to our current Credit Reporting Policy on our website at <u>www.bankofchina.com/au</u> for current information on the countries where such overseas recipients are likely to be located.

#### Your rights to access or request for correction of information or to make a complaint

You have a right to access the personal information and Credit-Related Information that we hold about you, to correct that personal information and Credit-Related Information and to make a complaint about our handling of your personal information and Credit-Related Information. Our Privacy Policy and Credit Reporting Policy provide more information on how you can exercise these rights.

#### Marketing and other purposes

In addition to the purposes stated above we may use your personal information for marketing and research purposes.

To opt out of direct marketing from us, call us on 1-800-092-009 (toll free) or +61 2 8299 8031 between 9:00 am and 5:00 pm Monday to Friday AEDT (not available during NSW public holidays or Bank Holiday) or write to us as follows:

Compliance Officer, Bank of China Ltd. 39-41 York Street, SYNDEY, NSW 2000. This Credit Reporting Collection Statement was last updated on 1<sup>st</sup> July 2017.

#### Part C: Your acknowledgment and consent (must be signed by each individual applicant and guarantor):

## 1. (If you are an applicant or a guarantor) By signing this Application you:

- confirm that you are aged 18 or above;
  - acknowledge that you have received and read our Privacy Collection Notice;
  - acknowledge that you have received and read our the Credit Reporting Collection Statement;
  - agree that we may exchange your Credit-Related Information with the credit reporting body(bodies) named in the Credit Reporting Collection Statement (as permitted by the *Privacy Act 1988* (Cth)) and to obtain a credit report from them, including may provide information to a Credit Reporting Body for each review of your facility and we may obtain a credit report from a Credit Reporting Body for the purpose of such review;
  - agree that we may collect, hold, use and disclose your personal information and Credit-Related Information for the purposes set out in the Credit Reporting Collection Statement and Privacy Collection Notice;
  - unless you have opted out, that we may use your personal information for marketing or research purposes; and
  - you consent to us disclosing your Credit-Related Information to other credit providers for the purposes set out in the Credit Reporting Collection Statement or other purposes permitted by the *Privacy Act 1988* (Cth).

2. (If you are an applicant) By signing this Application you:

- consent to us using your Credit-Related Information to assess this Application and any Great Wall
  International Credit Card Application made on or about the date of signing this Application ("Related Credit
  Card Application") by you for consumer credit or commercial credit and for future management of the
  consumer credit or commercial credit, including collection of overdue payments and you consent to the
  Credit Reporting Body disclosing Credit-Related Information to us for such purposes;
- consent to us disclosing your Credit-Related Information to a potential guarantor or a guarantor once the consumer credit or commercial credit is in place;
- consent to us giving to a potential guarantor or a guarantor a copy of our loan agreement (including any
  variation or proposed variation to the loan agreement), a copy of any notice connected with the loan
  agreement, a copy of any formal demand in relation to the loan agreement or a copy of any statement for
  your loan facility or any sub-account under the loan agreement; and
- confirm you have obtained the consent of any individual whose personal information you have disclosed to
  us in this Application and Related Credit Card Application and you have informed the individual of the
  information in this Credit Reporting Collection Statement.
- 3. (If you are a guarantor) By signing this Application, you consent to us using your Credit-Related Information to assess your suitability as a guarantor in relation to this Application for consumer credit or commercial credit or for consumer credit or commercial credit that has been provided by us and you consent to the Credit Reporting Body disclosing Credit-Reporting Information to us for such purposes.

X Signiture of Applicant 1	X Signiture of Guarantor 1
Date (dd/mm/yyyy):	Date (dd/mm/yyyy):
X	X
Signature Applicant 2	Signiture of Guarantor 2
Date (dd/mm/yyyy):	Date (dd/mm/yyyy):

To be signed by each Applicant and each Guarantor

# Borrower's Consent to Receive Notices and other Documents by Electronic Communication

By signing this consent, you agree that unless prohibited by law, notices and documents may be given by BOCAL by:

- sending them by electronic communication to your email address last notified to us; or
- making them available for a reasonable period of time on our website at <u>www.bankofchina.com/au</u> for retrieval by electronic communication by you.
- BOCAL will promptly notify you by electronic communication to your email address last notified to us that the information is available for retrieval on our website at <u>www.bankofchina.com/au</u> and the nature of that information.

You acknowledge that by agreeing to receive notices or documents by electronic communication:

- paper notices and documents may no longer be given by BOCAL and there is no longer a requirement that paper documents be given to you; and
- electronic communications should be regularly checked for notices and documents; and
- consent to the giving of notices and documents by electronic communication may be withdrawn by you at any time.

Х	
Signiture of Applicant 1	
Date (dd/mm/yyyy):	

Х	

Signature Applicant 2

Date (dd/mm/yyyy):

To be signed by each Applicant

# Annexure 1 - Loan Account Holder(s)' Specimen Signature(s) Card

- 1. Please provide your Specimen Signature(s)<sup>7</sup> below for identification purpose.
- 2. Please note that you need to have your Specimen Signature(s) verified by our Bank staff in the following cases:
  - a. If your ID does not display your signature(s); or
  - b. If your signature(s) has been changed and does not match the signature in your ID.

Title	Title
Surname	Surname
Given Names	Given Names
Specimen Signature:	Specimen Signature:
<u>X</u>	X

Bank	- Lleo	Only	.7
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Please complete the KYC Checklist and collect the supporting documents in accordance with the Bank's Account Opening Process

1 <sup>st</sup> Applicant's CIF		2 <sup>nd</sup> Applicant's CIF	
1 <sup>st</sup> Applicant's ID No. DOB	(dd/mm/yyyy)	2 <sup>nd</sup> Applicant's ID No.	DOB (dd/mm/yyyy)
Loan Account Number		Maker	Approved By
		<u> </u>	<u> </u>
Verification Required <sup>8</sup>		Print Name	Signature
🗋 No 🔄 Yes	If yes, verified by		<u>×</u>

<sup>&</sup>lt;sup>7</sup> A Specimen Signature is an official copy of your signature that is kept on file and is used by the Bank to verify if a signature is genuine.

<sup>&</sup>lt;sup>8</sup> The Customer needs to have his/her Specimen Signature verified by our Bank Staff if the customer's ID does not display his/her signature or if his/her signature has been changed and does not match the signature in his/her ID.