

DEDICATED 100% LOAN GUARANTEE SCHEME APPLICATION FORM

To : _____ (the "Lender")

Part A : TO BE COMPLETED BY THE BORROWER

I. Information of the Borrower

<p>The Borrower hereby provides the following information in support of its/his/her application for a loan pursuant to the eligibility criteria for the Dedicated 100% Loan Guarantee Scheme (the "Scheme" or "DLGS") (the "Loan").</p>			
1.	(a) Name of Borrower (in English) ^(Note 1) :		
	(b) Certificate of Incorporation No. (for vehicle registered owner which is a business entity) ^(Note 1) :		
	(c) Business Registration Name, if different from the Borrower ^(Note 1) :		
	(d) Business Registration Certificate (BRC) No. ^(Note 1) :		
	(e) BRC Expiry Date (dd/mm/yyyy) :		
2.	Address of Borrower		
	(a) Email Address :		
	(b) Main Business Address :		
	(c) Other Correspondence Address(es) (if applicable) :		
3.	Borrower Type ^(Notes 1, 2)		
	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	
	<input type="checkbox"/> Individual	<input type="checkbox"/> Limited Liability Company	
	<input type="checkbox"/> Company listed on the Hong Kong Stock Exchange (HKEX)	<input type="checkbox"/> Subsidiary of a HKEX listed company	
4.	Declaration by the Borrower on its/his/her Eligibility ^(Note 2) (Note: The Borrower is not eligible under the Scheme if "Disagree" is selected in any item in this Form.)		
(a)	The Borrower confirms that it/he/she is not an undischarged bankrupt or dissolved, nor subject to any winding up or bankruptcy petition or proceedings.	<input type="checkbox"/> Agree <input type="checkbox"/> Disagree	
(b)	The Borrower confirms that it/he/she does not have any outstanding default of more than 60 days ^(Note 8) due to the Lender or any lending institutions, i.e. failure to repay or pay a loan, interest or other payment, or any part thereof, in accordance with any loan or credit facility, whereby the indebtedness remains outstanding for more than 60 days after the relevant repayment or payment date; and is not facing any defaulted debt claims or civil litigations initiated by any financial institutions.	<input type="checkbox"/> Agree <input type="checkbox"/> Disagree	

Specified Sector of Borrower ^(Note 2)					
5. (Note: Please select one item only. Please complete separate <i>Application Form</i> if the Borrower is also eligible for Loans under another sector. One <i>Application Form</i> is applicable to one Borrower and up to ten (10) passenger transport vehicles, or in the case of cross-boundary ferry, one (1) ship per <i>Application Form</i> .)					
<input type="checkbox"/>	Licensed Travel Agent (Please complete 5.1)	<input type="checkbox"/>	Local Tour Coach Registered Owner (Please complete 5.2 and 5.3)	<input type="checkbox"/>	Cross-boundary Coach Registered Owner (Please complete 5.2 and 5.4)
<input type="checkbox"/>	Cross-boundary Hire Car Registered Owner (Please complete 5.2 and 5.5)	<input type="checkbox"/>	Cross-boundary Ferry Registered Owner (Please complete 5.6)	<input type="checkbox"/>	Cross-boundary Ferry Operator (joint application with Registered Owner) (Please complete 5.6)
(5.1) Borrower who is a Licensed Travel Agent ^(Note 1)					
(a)	Travel Agent License No.:	(b)	Expiry Date of Travel Agent License (dd/mm/yyyy):		
(c)	Has the Borrower received subsidies under the <u>second round</u> of Anti-epidemic Fund (AEF 2.0) ^(Note 2) ? If Yes, please complete (e). If No, please complete (d) and (e):			<input type="checkbox"/> Yes <input type="checkbox"/> No	(Notes 1, 3)
(d)	The number of staff members for any two consecutive months between 31 March 2020 and 29 April 2023 (Notes 1, 3) :				
	Month (mm/yyyy) :		No. of staff members in Month :		
	Month (mm/yyyy) :		No. of staff members in Month :		
(e)	The Borrower confirms and undertakes that the proceeds from the Loan will be used solely as general working capital for the Borrower's business resumption. (Note 2)			<input type="checkbox"/> Agree <input type="checkbox"/> Disagree	
(5.2) To be completed by Registered Owner who is an individual of the Vehicle specified in (5.3) to (5.5) (Notes 1, 4)					
(a)	Full Name (in English) :				
(b)	Full Name (in Chinese) :				
(c)	Unique identity (ID) no. of ID document bearing the above full name :	(d)	ID or passport no. on vehicle registration document, if different from (c) :		
(5.3) Borrower who is a Registered Owner of the following Local Tour Coach ^(Notes 1, 4)					
(a)	Vehicle Registration Mark:				
(b)	Chassis No. :				
(c)	Type of Service A01 - Tour Service ^(Note 2) :	<input type="checkbox"/> Yes <input type="checkbox"/> No	(d)	Latest expiry date of Passenger Service Licence Certificate (PSLC) (dd/mm/yyyy):	
(e)	Passenger Service Licence (PSL) No.:	(f)	Latest expiry date of PSL (dd/mm/yyyy):		
(g)	Any approval-in-principle letter dated on or before 29 April 2023 issued by Transport Department for replacement of the local tour coach? ^(Note 2)			<input type="checkbox"/> Yes <input type="checkbox"/> No	
(h)	The Borrower confirms and undertakes that the proceeds from the Loan will be used solely for repair and/or maintenance of and/or buying insurance for the relevant tour coach to resume services. ^(Note 2)			<input type="checkbox"/> Agree <input type="checkbox"/> Disagree	

(5.4) Borrower who is a Registered Owner of the following Cross-boundary Coach (Notes 1, 4)				
(a)	Vehicle Registration Mark:			
(b)	Chassis No. :			
(c)	Type of Service A05 - International Passenger Service (Note 2) :	<input type="checkbox"/> Yes <input type="checkbox"/> No	(d)	Latest expiry date of Passenger Service Licence Certificate (PSLC) (dd/mm/yyyy):
(e)	Passenger Service Licence (PSL) No.:		(f)	Latest expiry date of PSL (dd/mm/yyyy):
(g)	Closed Road Permit (CRP) No.:		(h)	Latest expiry date of the CRP (dd/mm/yyyy):
(i)	Any approval-in-principle letter dated on or before 29 April 2023 issued by Transport Department for replacement of the cross-boundary coach? (Note 2)			<input type="checkbox"/> Yes <input type="checkbox"/> No
(j)	The Borrower confirms and undertakes that the proceeds from the Loan will be used solely for repair and/or maintenance of and/or buying insurance for the relevant cross-boundary coach to resume services. (Note 2)			<input type="checkbox"/> Agree <input type="checkbox"/> Disagree
(5.5) Borrower who is a Registered Owner of the following Cross-boundary Hire Car (Notes 1, 4)				
(a)	Vehicle Registration Mark:			
(b)	Chassis No.:			
(c)	Hire Car Permit (HCP) No.:		(d)	Latest expiry date of the HCP (dd/mm/yyyy):
(e)	Closed Road Permit (CRP) No.:		(f)	Latest expiry date of the CRP (dd/mm/yyyy):
(g)	Any approval-in-principle letter dated on or before 29 April 2023 issued by Transport Department for replacement of the cross-boundary hire car? (Note 2)			<input type="checkbox"/> Yes <input type="checkbox"/> No
(h)	The Borrower confirms and undertakes that the proceeds from the Loan will be used solely for repair and/or maintenance of and/or buying insurance for the relevant cross-boundary hire car to resume services. (Note 2)			<input type="checkbox"/> Agree <input type="checkbox"/> Disagree
(5.6) Borrower who is an Operator/Registered Owner of the following Cross-boundary Ferry (Note 1)				
(a)	Name of operator (English) :			
(b)	Name of registered owner (English) :			
(c)	Ship's Name :		(d)	International Maritime Organization (IMO) No.:
(e)	Official No. in Certificate of Registry / Ship Identification No. in Certificate of Ship's Nationality :		(f)	Latest expiry date of Permit to Operate High-Speed Craft (dd/mm/yyyy):
(g)	The Borrower confirms that the ferry has not been scrapped nor disposed of as at the date hereof. (Note 2)			<input type="checkbox"/> Agree <input type="checkbox"/> Disagree
(h)	The Borrower confirms and undertakes that the proceeds from the Loan will be used solely for repair and/or maintenance of and/or buying insurance for the above ship to resume services. (Note 2)			<input type="checkbox"/> Agree <input type="checkbox"/> Disagree

6. Information of the Loan under application					
(a)	Requested loan amount (HK\$) ^(Note 5) :				
(b)	Do you require principal repayment holiday ^(Note 2) ?	<input type="checkbox"/> No	<input type="checkbox"/> Yes, for 6 months <input type="checkbox"/> Yes, for 12 months		
(c)	Total repayment period (in months) ^(Note 2)	<input type="checkbox"/> 12 months <input type="checkbox"/> 36 months <input type="checkbox"/> 60 months	<input type="checkbox"/> 84 months <input type="checkbox"/> 108 months <input type="checkbox"/> 120 months	<input type="checkbox"/> Other repayment period, please specify: <div style="border: 1px dashed black; height: 20px; width: 100%;"></div>	
7.	No third party (other than the Guarantor(s), shareholder(s), partner(s), or director(s) of the Borrower or its related companies, the Lender, any Government departments, any Mandatory Provident Fund (MPF) Scheme service providers, any regulators and public bodies) is involved in preparing and submitting the information, declaration, supporting documents or application under the Scheme on behalf of the Borrower or such third party(ies) is involved and its information has been stated below. ^(Note 2) Information of such third party ^(Note 4) : <hr/> <hr/> <hr/> <hr/>			<input type="checkbox"/> Agree <input type="checkbox"/> Disagree	
8.	The Borrower confirms that: (a) the information, declaration or supporting documents given to support this application are to the best of the knowledge and belief of the Borrower true, accurate and complete. The Borrower acknowledges that the Lender, The Hong Kong Mortgage Corporation Limited (HKMC) and/or HKMC Insurance Limited (HKMCI) will report any suspected illicit behaviour (e.g. producing false declaration or using false instrument) to law enforcement agencies; and (b) it will cooperate with the Lender, the HKMC and/or the HKMCI to provide further supporting documents and information, and for the Lender, the HKMC and/or the HKMCI to verify documents and information from any source or in any manner as the Lender, the HKMC and/or the HKMCI may choose or deem appropriate. ^(Note 2)			<input type="checkbox"/> Agree <input type="checkbox"/> Disagree	
9.	Additional information (if applicable): <hr/> <hr/> <hr/> <hr/>				

II. Declaration of the Borrower

In this Declaration, unless otherwise specified, (a) all references to any person shall include its respective successors and permitted assigns and transferees and any persons deriving title under them, and (b) all references to a document shall include any subsequent amendment or supplement thereto from time to time.

In consideration of the agreement of the HKMC and HKMCI to consider the Lender's offer (in relation to this Loan) under the Scheme, the Borrower confirms and undertakes to the HKMC, the HKMCI, the Lender, Commercial Credit Reference Agency, TransUnion Limited and/or any other credit reference agencies (each a "CRA") (as appropriate) that:

- (i) the information given at any time in or for the purpose of this application is to the best of the Borrower's knowledge and belief true, accurate, up-to-date and complete as at the date of its submission. The Borrower hereby authorises the Lender, the HKMC and the HKMCI to verify or confirm such information:
 - (a) with any Government departments, MPF Scheme service providers; Authorized Institutions or financial institutions, regulators and/or public bodies; and
 - (b) directly or indirectly or through Commercial Credit Reference Agency, TransUnion Limited and/or any other CRA or from any source or in any manner as they may choose or deem appropriate, and to obtain on behalf of the Borrower within 90 days from the day of signing of this Form by the Borrower, a copy of the Borrower's credit report from any CRA for the purposes of the commitment to purchase to be granted by the HKMC via the HKMCI relating to the Loan and other related purposes, and any other purposes in connection with the business of the HKMC or the HKMCI or any of its related bodies; in this connection, the Borrower consents to and authorises any CRA to provide a copy of the Borrower's credit report directly to the HKMC or the HKMCI without having first sent the Borrower a copy of the credit report for review;
- (ii) the Borrower hereby agrees and acknowledges to all CRAs that the provision of any credit report by any CRA to the HKMC or the HKMCI or the use of any such credit report by the HKMC or the HKMCI shall not be made the basis of any complaint, claim, suit, demand, cause of action or other proceeding against the CRA, the HKMC, the HKMCI or the Lender by the Borrower or any third party;
- (iii) the Borrower hereby agrees that a copy or an electronic record of this Form bearing its signature(s) shall for the purpose of this application (including this Declaration), have the same effect as if it were the original thereof;
- (iv) the Borrower hereby authorises (a) the Lender, the HKMC, the HKMCI and their related bodies to access, inspect and make copies of all books, records, accounts and any other information relating to the Borrower or the Borrower's business, whether in paper, electronic or any other form or medium and whether in the possession, custody or control of the Lender, the Borrower or otherwise, and (b) the HKMC or the HKMCI to disclose any information relating to the Borrower under the Scheme and/or the SME Financing Guarantee Scheme (SFGS) to the Lender, for any purpose relating to this application, monitoring the performance of the Loan, conducting quality assurance sampling review, due diligence review, processing a request for payment under the Scheme and other related purposes;
- (v) the Scheme is for the sole and exclusive benefit of the Lender, and that the Borrower shall not be deemed to be a party to it, or a beneficiary of it, and that no payments made under the Scheme to the Lender shall affect or lessen the Lender's rights of remedy against the Borrower in the event of default under the Loan;

- (vi) the Borrower is not an affiliate ^(Note 6) of the Lender and is not carrying on the business of a lender or otherwise providing funds available for borrowing in any way;
- (vii) the Borrower shall not use any Loan, whether in whole or in part, for paying, repaying, restructuring or repackaging all or any part of any loan, credit facility or payment obligation of the Borrower, its subsidiaries or its Related Entities ^(Note 6) owed or owing to the Lender;
- (viii) the Borrower hereby undertakes to inform the HKMC, the HKMCI and the Lender as soon as practicable if any information provided by the Borrower in connection with this application is no longer valid or accurate. The Borrower undertakes to repay in full all the outstanding amounts with respect to the Loan with interest within such time specified upon notification by the HKMC, the HKMCI or the Lender, if any information provided by the Borrower in connection with this application is false, inaccurate or no longer valid. The Borrower acknowledges that the HKMC, the HKMCI and the Lender reserve the right to take any actions, including legal actions, that are considered appropriate by the HKMC, the HKMCI and the Lender against the Borrower for furnishing false information;
- (ix) without prejudice to any rights and remedies that the Lender, the HKMC or the HKMCI may have, the Borrower acknowledges that the HKMC or the HKMCI may forthwith request the Lender to suspend the Loan, and the Lender shall act accordingly, in the event that the HKMC or the HKMCI is in the opinion that the Borrower is:
 - (a) in breach of any of the undertakings given in this application; or
 - (b) no longer in compliance with, or has not complied with any declaration in this application;
- (x) each signatory to this Form for and on behalf of the Borrower hereby declares and confirms that such signatory has the requisite authority and is duly authorised (in the case of a Borrower which is a company) in accordance with the articles of association and/or other corporate approvals of the Borrower or (in the case of a Borrower which is a partnership) by all partners to execute this Form (which shall be binding on the Borrower) for and on behalf of the Borrower;
- (xi) each signatory to this Form for and on behalf of the Borrower hereby declares and confirms that, in relation to this application, consents were obtained from the Borrower and, as applicable, the Borrower's directors, shareholders or other officers, proposed guarantors and/or other individuals (including partners) for the provision of their personal data in this Form and at the HKMC's or the HKMCI's request and/or in the course of dealing with the HKMC or the HKMCI, and each signatory will indemnify and hold the Lender, the HKMC and the HKMCI harmless from all losses, costs, penalties, damages and any expenses suffered and/or incurred as the result of such declaration and confirmation being untrue and in relation to any breach of the terms of this application;
- (xii) each signatory to Part A of this Form (whether in his/her personal capacity, for and on behalf of the Borrower and/or for and on behalf of any other person whose personal data may be provided to the HKMC or the HKMCI in relation to this application and the operation of the Scheme) hereby acknowledges receipt of, confirms that he/she has read and understood and consents to the "Personal Information Collection Statement of the HKMC Group" (which accompanies this Form or which has been provided by the Lender to each signatory and to each individual whose personal data may be provided through the signatory(ies));
- (xiii) the Borrower hereby acknowledges that the interest rate of the Loan is floating and may change where there is a change of the rate of the underlying interest rate index (which may be Hong Kong Prime Rate quoted by the HKMC or the Lender's HKD Prime Lending Rate);

- (xiv) the Borrower hereby agrees and acknowledges that this application if approved, the Lender will immediately after the Loan is drawn, sell, transfer and assign the Loan, related guarantees and security (if any) in favour of the HKMC; and
- (xv) by making any intentional or negligent misrepresentation or false declaration and/or by providing false information or omitting to provide relevant information in connection with this application, the Borrower and each signatory to this Form may incur civil and/or criminal liability. In addition, the application for the Loan may be rejected or, if approved or granted, the Lender reserves the right to suspend any and all disbursement of funds to the Borrower in respect of the Loan.

III. Probity Clause for acknowledgement by the Borrower

Any attempt to offer advantage (as defined in the Prevention of Bribery Ordinance (POBO)(Chapter 201 of the Laws of Hong Kong) to any staff of the Lender with a view to influencing the outcome of this loan application or any matters in relation to the loan under the Scheme (or offer advantage to any members or employees of the HKMCI or the HKMC in the course of this loan application) constitutes an offence under POBO and renders the application invalid. The case will be reported to the Independent Commission Against Corruption (ICAC). Any approved loans will be cancelled and the Borrower will be liable to all losses and expenses incurred by the Lender, the HKMCI and the HKMC as a result of the offence. You should report to ICAC (Telephone No.:2526 6366) if any person solicits an advantage from you in relation to this loan application.

IV. Terms and Conditions of the Loan

This application and the Loan, if granted, are subject to the Terms and Conditions set out in Part C of this Form. In the event of any inconsistency between the Terms and Conditions and the provisions in the facility letter issued by the Lender for the Loan, the provisions in the facility letter shall prevail.

Signed for and on behalf of the Borrower by its authorised officer(s):

Authorised Signature(s) :	Company Chop :
Full Name of the Authorised Officer(s) :	Date: <i>(dd/mm/yyyy)</i>
Position :	Fax Number :
Telephone Number :	Email Address :

<i>To be completed by Sole Proprietor / Borrower who is an individual</i>			
Full Name of Sole Proprietor / Borrower who is an individual		Identity Document/Card No.	Signature
(English)	(Chinese)		

(Applicable to joint application by the operator and registered owner of cross-boundary ferry only)

Signed for and on behalf of the registered owner by its Director(s):

Ship's Name:		IMO No.	
Name of registered owner:		Name of operator:	

The registered owner of the Ship named above hereby confirms and undertakes its support to this loan application submitted by the Borrower for a Loan under the Scheme for repair and maintenance of and/or buying of insurance for the above ship, as well as the resumption of business operation of the Ship named above to support cross-boundary ferry services in Hong Kong. The registered owner has not submitted and will not submit a separate *Application Form* for the Ship named above.

Signature(s) :	Company Chop :
Full Name of the Director(s) :	Date: <i>(dd/mm/yyyy)</i>
Position :	Fax Number :
Telephone Number :	Email Address :

Please note that the HKMC and the HKMCI reserve the right to require the submission of a new Application Form or the provision of updated information or further documents or confirmation in order for the HKMC and the HKMCI to further process the application.

Part B : TO BE COMPLETED BY THE GUARANTOR(S) (Note 7)**Declaration of the Guarantor**

In this Declaration, unless otherwise specified, (a) all references to any person shall include its respective successors and permitted assigns and transferees and any persons deriving title under them, and (b) all references to a document shall include any subsequent amendment or supplement thereto from time to time.

In consideration of the agreement of the HKMC and the HKMCI to consider the Lender's offer (in relation to this Loan) under the Scheme, I/we jointly and severally confirm and undertake to the HKMC, the HKMCI, the Lender, Commercial Credit Reference Agency, TransUnion Limited and/or any other credit reference agencies (each a "CRA") (as appropriate) that:

- (i) the information given at any time in or for the purpose of this application, including the declarations given by the Borrower in Part A of this Form, is to the best of my/our knowledge and belief true, accurate, up-to-date and complete as at the date of its submission; I/we hereby authorise the Lender, the HKMC and the HKMCI to verify or confirm such information;
- (a) with any Government departments, MPF Scheme service providers; Authorized Institutions or financial institutions, regulators and/or public bodies; and
- (b) directly or indirectly or through TransUnion Limited and/or any other CRA or from any source or in any manner as they may choose or deem appropriate, and to obtain on my/our behalf within 90 days from the day of signing of this Form by me/us, a copy of my/our credit report from any CRA for the purposes of the commitment to purchase to be granted by the HKMC via the HKMCI relating to the Loan and other related purposes, and any other purposes in connection with the business of the HKMC or the HKMCI or any of its related bodies; in this connection, I/we consent to and authorise any CRA to provide a copy of my/our credit report directly to the HKMC or the HKMCI without having first sent me/us a copy of the credit report for review;
- (ii) I/we hereby agree and acknowledge to all CRAs that the provision of any credit report by any CRA to the HKMC or the HKMCI or the use of any such credit report by the HKMC or the HKMCI shall not be made the basis of any complaint, claim, suit, demand, cause of action or other proceeding against the CRA, the HKMC, the HKMCI or the Lender by me/us or any third party;
- (iii) I/we hereby agree that a copy or an electronic record of this Form bearing my/our signature(s) shall for the purpose of this application (including this Declaration), have the same effect as if it were the original thereof;
- (iv) I/we hereby authorise the Lender, the HKMC, the HKMCI and their related bodies to access, inspect and make copies of all books, records, accounts and any other information relating to me/us or my/our business, whether in paper, electronic or any other form or medium and whether in the possession, custody or control of the Lender, me/us or otherwise, for any purpose relating to this application, monitoring the performance of the Loan, conducting quality assurance sampling review, due diligence review, processing a request for payment under the Scheme and other related purposes;
- (v) the Scheme is for the sole and exclusive benefit of the Lender, and that I/we shall not be deemed to be a party to it, or a beneficiary of it, and that no payments made under the Scheme to the Lender shall affect or lessen the Lender's rights of remedy against me/any of us in the event of default under the Loan;

- (vi) as at the date of this application, no bankruptcy petition, proceedings or order has been made against me/us; and I/we hereby confirm that I/we do not have any outstanding default ^(Note 8) of more than 60 days due to the Lender or any lending institutions, i.e. failure to repay or pay a loan, interest or other payment, or any part thereof, in accordance with any loan or credit facility, whereby the indebtedness remains outstanding for more than 60 days after the relevant repayment or payment date; and is not facing any defaulted debt claims or civil litigations initiated by any financial institutions;
- (vii) I/we hereby undertake to notify in writing the Lender as soon as practicable if there is any material change of shareholding, equity interest, constitution or structure in or of the Borrower;
- (viii) I/we hereby undertake to inform the HKMC, the HKMCI and the Lender as soon as practicable if any information provided by me/us in connection with this application is no longer valid or accurate. I/We acknowledge that the HKMC, HKMCI and the Lender reserve the right to take any actions, including legal actions, that are considered appropriate by the HKMC, the HKMCI and the Lender against me/us for furnishing false information;
- (ix) I/we confirm that I/we have either obtained independent legal advice or voluntarily waived my/our right to seek such independent legal advice. I/We fully understand the nature and extent of my/our obligations and liabilities as the sole proprietor or the Guarantor(s) of the Borrower in relation to the Loan and have acted independently and free from any undue influence of any person;
- (x) the HKMC's and the HKMCI's rights, including but not limited to its right of subrogation, shall at all times rank in priority to my/our rights and remedies, if any. I/We shall not exercise in any manner or to any extent my/our rights or remedies against the Borrower, the sole proprietor and/or any other person giving a guarantee and/or in relation to any security, including but not limited to any right of subrogation, indemnity or contribution which exists under law or equity or under the security or guarantee, unless and until the HKMC and the HKMCI have fully and unconditionally recovered all amounts paid to the Lender under the Scheme or unless and until the HKMC and the HKMCI otherwise consent in writing and shall not assert against the HKMC and the HKMCI any rights or remedies;
- (xi) each signatory to Part B of this Form for and on behalf of the Guarantor hereby declares and confirms that, in relation to this application, consents were obtained from the Guarantor and, as applicable, the Guarantor's directors, shareholders or other officers, proposed guarantors and/or other individuals for the provision of their personal data in this Form and at the HKMC's or the HKMCI's request and/or in the course of dealing with the HKMC or the HKMCI, and I/we will indemnify and hold the Lender, the HKMC and the HKMCI harmless from all losses, costs, penalties, damages and any expenses suffered and/or incurred as the result of such declaration and confirmation being untrue and in relation to any breach of the terms of this application;
- (xii) each signatory to Part B of this Form (whether in his/her personal capacity, for and on behalf of the Guarantor and/or for and on behalf of any other person whose personal data may be provided to the HKMC or the HKMCI in relation to this application and the operation of the Scheme) hereby acknowledges receipt of, confirms that he/she has read and understood and consents to the "Personal Information Collection Statement of the HKMC Group" (which accompanies this Form or which has been provided by the Lender to each signatory and to each individual whose personal data may be provided through the signatory(ies)); and

(xiii) I/we hereby confirm, acknowledge and consent that this application if approved, the Lender will immediately after the Loan is drawn, sell, transfer and assign the Loan, related guarantees and security (if any) in favour of the HKMC.

(a) Guarantor who is an individual				
Full Name of Guarantor		Identity Document/ Card No.	Equity Interest (%) in the Borrower (if any)	Signature
(English)	(Chinese)			
1.				
2.				
3.				
4.				

(b) Guarantor which is a Listed Corporation (Note 7)	
Full Name of Guarantor (English)	Equity Interest (%) in the Borrower
1.	
2.	

Signed for and on behalf of the Guarantor by its Director(s):

Signature(s) :	Company Chop :
Full Name of the Director(s) :	Date: <i>(dd/mm/yyyy)</i>
Position :	Fax Number :
Telephone Number :	Email Address :

Please note that the HKMC and the HKMCI reserves the right to require the submission of a new Application Form or the provision of updated information or further documents or confirmation in order for the HKMC and the HKMCI to further process the application.

Part C : TERMS AND CONDITIONS OF THE LOAN**I. General Terms**

- (a) The Borrower agrees that if the Borrower is in breach of any of its obligations and/or undertakings under this application or in respect of the Loan, such breach shall also constitute the Borrower's event of default and/or breach under the terms of any other facilities granted by the Lender to the Borrower. Without prejudice to the Lender's overriding right of demand for repayment (if any) under those other facilities, the Lender may demand immediate repayment of all or any of those other facilities of the Lender in the event of the Borrower's breach under this application or in respect of the Loan.
- (b) The Borrower shall ensure that: (i) it/he/she has power to own its/his/her assets and carry on business as conducted from time to time; (ii) save as disclosed to the Lender, the HKMC and the HKMCI, it/he/she has good title (free from any restrictions or onerous covenants) to all of the assets required for carrying on its/his/her business; and (iii) it/he/she has obtained or effected all authorisations, approvals, consents, exemptions, filings, licenses, notarisations, permits and registrations which are required in connection with its/his/her business, and that all such authorisations, approvals, consents, exemptions, filings, licenses, notarisations, permits and registrations are in full force and effect.

II. Applicable if the Loan is sold to the HKMC

- (a) The Lender may assign or transfer all or any part of the Lender's rights and/or obligations under this application or in respect of the Loan to any person (including the HKMC) without the consent of the Borrower. The Lender may administer the Loan as servicer for and on behalf of the HKMC after such assignment or transfer to the HKMC.
- (b) The Lender, the HKMC and the HKMCI may take such action as they may at their discretion deem fit to enforce the Loan or any of these Terms and Conditions including without limitation employing third party agencies to collect any sums owing to them. The Borrower agrees to reimburse them for all costs and expenses reasonably incurred by them on a full indemnity basis with respect to any such enforcement action including all legal charges, expenses, and charges/fees to employ third party agencies. The Borrower also agrees and authorises them to disclose all information relating to it/him/her and the Loan to third party agencies for the purpose of debt collection and other reasonable actions.
- (c) The HKMC may offer a servicing fee to the Lender if the Loan is sold to the HKMC by the Lender and the HKMC engages the Lender to provide administrative service in relation to the Loan. The form and terms of the servicing fee payment will be agreed between the HKMC and the Lender. The Borrower expressly confirms, acknowledges and agrees to this servicing fee payment arrangement between the HKMC and the Lender.

Notes:

Note 1 : The Borrower shall provide the following documentary evidences to the Lender, and cooperate with the Lender, the HKMC and/or the HKMCI to provide further supporting documents and information, and for the Lender, the HKMC and/or the HKMCI to verify documents and information from any source or in any manner as the Lender, the HKMC and/or the HKMCI may choose or deem appropriate:

If a Borrower / Guarantor / security provider is incorporated in other jurisdiction (i.e. not in Hong Kong), costs and expenses (including legal fees) may be incurred by the Lender in connection with the preparation, execution, perfection and registration of the Loan Origination Documentation. All such costs and expenses shall be borne by the Borrower.

Specified Sector of Borrower	Eligible Borrower and Documentary Evidences
All Specified Sectors	<p>Documentary evidences:</p> <p>(a) For Borrower or Guarantor which is a business entity:</p> <ul style="list-style-type: none"> - Copy of its Certificate of Incorporation, the current Business Registration Certificate (BRC), and the renewed BRC (in the case where the current BRC expires on or before the drawdown of the Loan); and - Copy of company search report including the latest "Annual Return" to Companies Registry (Form NAR1) and other company information (excluding any financial statements); - Copy of the Form 1(a) or Form 1(c) of the Business Registration Office or the Business Registration Search Report; - Copy of identity (ID) Card or other identification documents of director(s) and shareholder(s) as required by the Lender; - Copy of any other documents as required by the Lender; <p>(b) For registered owner of a local tour coach, cross-boundary coach, or cross-boundary hire car who is an individual - copy of the owner's ID Card or identification document bearing a unique ID number, and copy of the identification document stated on the vehicle registration document; and the current BRC in respect of the vehicle concerned, and the renewed BRC (in the case where the current BRC expires on or before the drawdown of the Loan).</p>

Specified Sector of Borrower	Eligible Borrower and Documentary Evidences
01 - Licensed Travel Agent (LTA)	<p>The Borrower must be:</p> <p>(a) a company, sole proprietorship, partnership or unincorporated body of persons which has business operation in Hong Kong and remains registered under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong); and</p> <p>(b) a travel agent licensed under the Travel Industry Ordinance (Chapter 634 of the Laws of Hong Kong).</p> <p>Documentary evidences:</p> <p>(a) Proof of holder of a valid travel agent licence (issued under the Travel Industry Ordinance) on 29 April 2023 (the date of launch of the DLGS) and on the date of drawdown of the Loan; and</p> <p>(b) For licensed travel agents that have applied for and received subsidy under the second round Anti-epidemic Fund (AEF 2.0), no supporting document is required to prove the number of staff members as at 31 March 2020 according to the records of AEF 2.0. The loan amount shall be based on the number of staff members in the Government's record; or</p> <p>(d) For licensed travel agents that have neither applied for nor received any subsidy under AEF 2.0, the following documentary evidences showing the number of staff members:</p> <ul style="list-style-type: none"> - Documentary proofs of wage payments and MPF payments made for any two consecutive months in between 31 March 2020 and 29 April 2023 (the date of launch of the DLGS) together with the MPF remittance statements filed to the MPF service provider. The relevant staff member's MPF account must be set up by the employer travel agent in accordance with the requirements of the Mandatory Provident Fund Scheme Ordinance (Chapter 485 of the Laws of Hong Kong), and with continuous mandatory contribution for the staff members made for the two chosen months. Back-dating of enrolment and/or contribution is not accepted. As a general rule, staff members whose MPF account with continuous zero MPF contributions in the two chosen months will not be counted. Declaration of wages and MPF payments is not accepted and the Borrower must submit documentary proofs of wages and MPF payments made for the two consecutive months; and - The Borrower's written confirmation on this <i>Application Form</i> that it has obtained prescribed consent from its staff members to disclose personal data shown on MPF related support documents of the staff members concerned to the participating lender(s) that process loan application(s) under DLGS, the HKMC and HKMCI in support of one or more applications for loan under the DLGS.
02 - Local Tour Coach (LTC) Owner	<p>The Borrower must be a registered owner of the relevant LTC.</p> <p>Documentary evidences:</p> <p>The following documents issued by the Transport Department (TD) in respect of the LTC concerned:</p> <p>(a) "Vehicle Registration Document"; and (b) "Passenger Service Licence" (PSL)(#) for provision of public bus service; and</p> <p>(c) "Passenger Service Licence Certificate" (PSLC)(#) with "A01 Tour Service" endorsement, <u>or</u> an approval-in-principle letter dated on or before 29 April 2023 (the launch date of the DLGS) for the replacement of the LTC concerned, where applicable.</p>

Specified Sector of Borrower	Eligible Borrower and Documentary Evidences
03 - Cross-boundary Coach (CBC) Owner	<p>The Borrower must be a registered owner of the relevant CBC.</p> <p>Documentary evidences:</p> <p>The following documents issued by the TD in respect of the CBC concerned:</p> <p>(a) "Vehicle Registration Document"; and</p> <p>(b) PSL(#)^(#) for provision of cross-boundary coach service; and</p> <p>(c) PSLC(#)^(#) with "A05 International Passenger Service" endorsement, and "Closed Road Permit for Cross-boundary Vehicles" (CRP)(#)^(#), <u>or</u> an approval-in-principle letter dated on or before 29 April 2023 (the launch date of the DLGS) for the replacement of the CBC concerned, where applicable.</p>
04 - Cross-boundary Hire Car (CBHC) Owner	<p>The Borrower must be a registered owner of the relevant CBHC.</p> <p>Documentary evidences:</p> <p>The following documents issued by the TD in respect of the CBHC concerned:</p> <p>(a) "Vehicle Registration Document"; and</p> <p>(b) "Hire Car Permit"([#]) for provision of CBHC service; and</p> <p>(c) CRP([#]), <u>or</u> an approval-in-principle letter dated on or before 29 April 2023 (the launch date of the DLGS) for the replacement of the CBHC concerned, where applicable.</p>
05 - Cross-boundary Ferry (CBF) Operator or Owner	<p>The Borrower must be the operator or registered owner of the relevant CBF.</p> <p>Documentary evidences:</p> <p>The following documents in respect of the CBF concerned:</p> <p>(a) "Certificate of Registry"([#]) <u>or</u> "Certificate of Ship's Nationality" showing the "International Maritime Organisation" (IMO) number of the ship concerned; and</p> <p>(b) "Permit to Operate High Speed Craft" (營運許可證)([#]) endorsement issued pursuant to section 8 of Merchant Shipping (Safety) (High Speed Craft) Regulation (Chapter 369, section 107) or issued in conformity with Chapter 1 of the HSC Code (《高速船規則》) by or on behalf of the government of the State or territory in which the craft is registered.</p>

(#) The validity period end date of the relevant licence, certificate or permit shall fall on any date during the 4-year period between 30 April 2019 and 28 April 2023, or on or after 29 April 2023.

Note 2 : Please select as appropriate.

Note 3 : For licensed travel agents that have applied for and received subsidy under Anti-epidemic Fund (AEF 2.0), please select "Yes": No supporting document is required to prove the number of staff members as at 31 March 2020 according to the records of AEF 2.0. The loan amount under DLGS will be subject to the cap of the number of staff members as at 31 March 2020 in the Government's record.

For licensed travel agents that have neither applied for nor received any subsidy under AEF 2.0, please select "No", and refer to Note 1 above for the documentary requirement and determination of the number of staff members for calculation of the loan amount.

The Lender, the HKMC and/or the HKMCI may require the Borrower to provide further supporting documents or information in any manner as the Lender, the HKMC and/or the HKMCI may deem appropriate.

Note 4 : Please attach separate sheet if necessary.

Note 5 : The maximum loan amount for the respective specified sectors are set out below. The Borrower shall consider its/his/her repayment ability before making a borrowing decision. To borrow or not to borrow? Borrow only if you can repay!

Specified Sector of Borrower	Maximum Loan Amount	
	01 - LTA	Number of Employees
1 - 10		HK\$1 million
11 - 49		HK\$2.5 million
50 or above		HK\$5 million
02 - LTC Owner	HK\$100,000	per eligible tour coach
03 - CBC Owner	HK\$100,000	per eligible cross-boundary coach
04 - CBHC Owner	HK\$80,000	per eligible cross-boundary hire car
05 - CBF Operator or Owner	HK\$2,000,000	per eligible cross-boundary ferry

Note 6 : “**affiliate**”, in relation to a Lender, means:

- (a) any company which controls the Lender or one over which the Lender has control or any company which is under the control of the same person as the Lender;
- (b) any person who controls the Lender and any partner of such person, and, where either such person is an individual, any relative of such individual;
- (c) any director of the Lender or of any company referred to in paragraph (a) above and any relative of any such director; or
- (d) any partner of the Lender and, where such partner is an individual, any relative of such individual.

“**control**”, in relation to a company, means the power of a person to secure: -

- (a) by means of the holding of shares or the possession of voting power in or in relation to such or any other company; or
- (b) by virtue of any powers conferred by the articles of association or other document regulating such or any other company.

that the affairs of such company are conducted in accordance with the wishes of such person.

“**Related Entity**”, unless the context otherwise requires, shall be construed so that a person (A), being a sole proprietor, partnership or company, and another person (B), being a sole proprietor, partnership or company, are Related Entities of each other if any one or more persons, individually or jointly, directly or indirectly, hold(s), beneficially own(s) or control(s): (a) for the purpose of the Eligibility Criteria on “Use of Loan Proceeds”, any business interest in each of A and B; and (b) for any other purpose, 30% or more of the business interest in each of A and B. For the purpose of the foregoing, “business interest” in relation to a company means the shares or equity interest of such company, and in relation to a partnership means the aggregate or overall rights or entitlements to participate in a distribution of profits of such partnership.

“**relative**”, in relation to an individual, means the spouse, parent, child, brother, sister, brother-in-law, father-in-law, mother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, cousin, uncle, niece, nephew, grandfather or grandmother of the individual, and for the purposes of this definition, an adopted child shall be regarded as a child both of the natural parents and the adoptive parents and a step-child as the child both of the natural parents and any step-parents.

Note 7 : Any person (who is an individual) who, directly or indirectly, holds or is beneficially entitled to more than 50% of the issued share capital or equity interest of the Borrower shall enter into an irrevocable, unconditional and legally binding guarantee in favour of the Lender in relation to the relevant Loan and become a Guarantor. In the event that there is no such single person, all those persons (who are individuals) who, directly or indirectly, hold in aggregate more than 50% of the issued share capital or equity interest of the Borrower shall become Guarantors in relation to the Loan on a joint and several basis. Partner(s) who provide personal guarantee(s) in favour of the Lender in relation to the Loan or sole proprietor shall sign in Part B of this Form.

If more than 50% of the issued share capital or equity interest of the Borrower is directly or indirectly held by a Listed Corporation or Listed Corporations in aggregate, the Lender shall require that such Listed

Corporation(s) shall enter into an irrevocable, unconditional and legally binding guarantee (on a joint and several basis if more than one Listed Corporation is involved) in favour of the Lender in relation to the relevant Loan. A Listed Corporation means a corporation which (i) has any of its shares listed on HKEX, or (ii) is a subsidiary of a HKEX listed company.

Note 8 : “**outstanding default of more than 60 days**” means failure to repay or pay a loan, interest or other payment, or any part thereof, in accordance with the relevant facility, whereby the indebtedness remains outstanding for **more than 60 days** after the relevant repayment or payment date, (a) as evidenced by the latest report(s) issued by any credit information provider(s) made available to the Lender and which is/are issued **not earlier than 30 days prior to the date of Drawdown**; or (b) in respect of any facility granted by the Lender, with reference to the Lender’s records, external credit information searches (as appropriate).

Personal Information Collection Statement of the HKMC Group

1. Nothing in this Statement shall limit the rights of data subjects under the Personal Data (Privacy) Ordinance.
2. The supply of personal data is voluntary except for the personal data specified in the relevant data collection form as obligatory. Failure to supply such obligatory data will prevent us from fulfilling the purposes described below.

PURPOSES

3. The purposes for which personal data of a data subject may be used will vary depending on the circumstances and context of its collection, but the purposes perceived by us will include the following:
 - (a) administering, maintaining and operating our products/services/events relating to our financing, loans and loans acquisition, retirement planning, insurance and credit support businesses (**Services**);
 - (b) processing and evaluating any applications, requests, enquiries or complaints involving the data subject relating to our Services;
 - (c) providing subsequent or ongoing services in relation to our Services involving the data subject, including but not limited to providing information, administering the policies or guarantees issued or the loans or credit supports granted;
 - (d) any purposes in connection with any claim or requests made by or against or otherwise involving the data subject in respect of our Services, including the related verification and investigation work;
 - (e) detecting, investigating and preventing fraud, crime, wrongdoing or irregularity;
 - (f) facilitating design of products/services/events of any members of the HKMC Group;
 - (g) conducting research and maintaining databases for marketing, statistical, actuarial, product development or other purposes;
 - (h) matching any personal data held which relates to the data subject from time to time for any of the purposes listed herein and verifying data or information provided by any third party;
 - (i) creating and maintaining data subject profile and segregation and business model and performing risk management;
 - (j) evaluating any future application by or involving the data subject in relation to our Services;
 - (k) registering data subjects and administering the provision of Services through telecommunications or online channels, or mobile applications;
 - (l) conducting underwriting, identity and credit checks and debt collection;
 - (m) offering, providing and marketing to the data subject the Services of the Company, other members of the HKMC Group or our business partners (see "Use and Provision of Personal Data in Direct Marketing" section below)
 - (n) carrying out business co-operation with the data subject (including referral or other modes of co- operation);
 - (o) sending to the data subject newsletters and printed materials about educational, recreational or other events of any member of the HKMC Group;
 - (p) providing benefit to the data subject for relationship management purposes;

- (q) making disclosures as required by any applicable law, rules, regulations, codes of practice or guidelines or for assisting law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
- (r) complying with the laws, regulatory requirements and any other rules, guidelines or orders of any applicable jurisdiction which we are expected to or would normally comply with;
- (s) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing personal data and information within the HKMC Group and/or any other use of personal data and information for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful or prohibited activities or conduct;
- (t) enabling an actual or potential assignee of us, or participant or sub-participant of our rights in respect of a data subject to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
- (u) purposes directly relating to any of the above.

TRANSFEREES

4. Personal data will be kept confidential but, subject to the provisions of any applicable law, may be provided to the following parties (within or outside Hong Kong) for the purposes outlined in paragraph 3 above:
- (a) any member of the HKMC Group;
 - (b) any broker, referrer or introducer of the data subject in Hong Kong or elsewhere;
 - (c) any co-applicant or co-borrower, and any person proposing to provide or providing any financial or credit support in relation to a data subject's obligations in connection with our Services.
 - (d) any business partner which has participated in programmes operated by any member of the HKMC Group in relation to our Services;
 - (e) any person in connection with any claims made by or against or otherwise involving the data subject in respect of any Services provided by the Company or any member of the HKMC Group;
 - (f) any agent, contractor or third party, which provides administrative, audit, data-processing, document management, technology, telecommunication, storage, payment or other services (including direct marketing services) to any member of the HKMC Group in Hong Kong or elsewhere under a duty of confidentiality to the same;
 - (g) where applicable, any insurer or reinsurer (including any re-insurers of such reinsurer) of, or any entity providing financial support in relation to our Services;
 - (h) any valuer, medical service provider or an provider of products or services which is, or will be paid by funds drawn from the Services;
 - (i) credit reference agencies or, in the event of default, debt collection agencies;
 - (j) any agent, auditor, accountant, tax adviser, lawyer, consultant or other professional adviser;
 - (k) any court, tribunal or administrative, governmental or regulatory body or enforcement agency in Hong Kong or elsewhere (including local or foreign tax authorities); and
 - (l) any actual or potential assignee, transferee, participant or sub-participant of our

rights or business.

USE AND PROVISION OF PERSONAL DATA IN DIRECT MARKETING

5. We intend to:
 - (a) use the names, contact details, Services portfolio information, transaction pattern and behaviour, financial, employment or other background and demographic data of a data subject held by us from time to time for direct marketing and we cannot use such data unless we have received the data subject's consent or indication of no objection; and
 - (b) conduct direct marketing in relation to the following classes of products/services/events:
 - (i) insurance, financial services, retirement planning and related products/services/events; and
 - (ii) reward, loyalty, co-branding or privilege programmes, and related products/services/events.
6. The above products/services/events may be provided or solicited by us and/or:
 - (a) any member of the HKMC Group;
 - (b) third-party financial institutions and insurers; and
 - (c) third-party reward, loyalty, co-branding or privilege programme providers or operators.
7. In addition to marketing the above products/services/events, we may provide a data subject's information described in paragraph 5(a) to all or any of the persons described in paragraph 6 above for use by them in marketing those products/services/events, and we require the data subject's written consent (which includes an indication of no objection) for that purpose.

If a data subject does not wish us to use or provide to other persons his/her personal data for use in direct marketing as described above, the data subject may exercise his/her opt-out right by notifying us.

RIGHTS OF ACCESS AND CORRECTION

8. A data subject may request access to or correction of his/her personal data by making a request in writing to our Data Protection Officer at 19/F, Two Harbour Square, No. 180 Wai Yip Street, Kwun Tong, Kowloon, Hong Kong.
9. We may charge a fee which is not excessive for processing any data access request.

In this Statement, unless the context does not permit or otherwise requires,

Company, we, our and us mean the company named in the document collecting the relevant data (which is a member of the HKMC Group) and its successors and assigns;

data subject, in relation to personal data, means the individual who is the subject of the personal data; and

HKMC Group means The Hong Kong Mortgage Corporation Limited, its subsidiaries and subsidiary undertakings.

Notes

- (a) This Statement may from time to time be revised or updated by us.
- (b) By using or continuing to use or participate any of our products/services/events, providing information about the data subject himself/herself, or providing services to or entering into commercial or other contractual arrangements with us, a data subject is deemed to have accepted and agreed to the arrangements set out in and to be bound by the provisions herein.

Issued by the Company

收集個人資料聲明

1. 本聲明不會限制資料當事人在《個人資料（私隱）條例》下所享有的權利。
2. 除非有關資料收集表格中注明為必要的個人資料，否則提供個人資料屬自願性質。如該注明為必要的個人資料未獲提供，將導致我們無法完成如下所述的目的。

目的

3. 使用資料當事人個人資料的目的將取決於資料收集的情況和背景，但我們認為的目的將包括下列所述：
 - (a) 管理、維持及營運我們與融資、貸款及收購貸款、退休規劃、保險及信貸支援業務相關的產品/服務/活動（「業務」）；
 - (b) 處理及評估任何涉及資料當事人的與我們業務相關的申請、要求、查詢或投訴；
 - (c) 提供涉及資料當事人的與我們業務相關的後續或持續的服務，包括但不限於提供資料、管理已發出的保單或擔保或已提供的貸款或信貸支援；
 - (d) 任何有關我們的業務的索賠或請求的目的，包括相關的核實及調查工作，而無論該索賠或請求是資料當事人提出的、或針對資料當事人的、或涉及資料當事人的；
 - (e) 偵查、調查及防止欺詐、罪行、不當行為或違規情況；
 - (f) 協助按揭證券公司集團的任何成員設計其產品/服務/活動；
 - (g) 為市場推廣、統計、精算、產品研發或其他目的進行調研及維持資料庫；
 - (h) 就本聲明所列任何目的，不時對所持有的與資料當事人有關的個人資料進行核對及核實第三方提供的資料和資訊；
 - (i) 評估任何來自或涉及資料當事人的與我們業務相關的日後的申請；
 - (j) 建立及維持資料當事人檔案及分類及業務營運模式，以及進行風險管理；
 - (k) 登記資料當事人及管理透過電訊或網上平台或流動應用程式而提供的業務；
 - (l) 進行核保、身份及信貸審查及債務追收；
 - (m) 向資料當事人提議、提供及促銷本公司、按揭證券公司集團的其他成員或我們的商業夥伴的業務（詳見以下「直接促銷中個人資料的使用及提供」部分）；
 - (n) 進行與資料當事人的商業合作（包括轉介或其他形式的合作）；
 - (o) 向資料當事人發送關於按揭證券公司集團任何成員的關於教育、消閒或其他活動的通訊及印刷品；
 - (p) 向資料當事人提供優惠以作客戶關係管理用途；
 - (q) 依照任何適用的法律、規則、規例、實務守則或指引的要求進行披露，或以此協助香港或其他地區的警方或其他政府或監管機構執法及調查；
 - (r) 遵守我們預期或一般須遵從的任何適用的司法管轄區的法律、監管要求及任何其他規則、指引或指令；

- (s) 遵守為符合制裁或防止或偵測清洗黑錢、恐怖分子融資活動或其他非法或禁止的活動或行為而制訂的按揭證券公司集團內共用個人資料和資訊及/或其他個人資料和資訊使用而指定的任何責任、要求、政策、程序、措施或安排；
- (t) 供我們的實際或潛在承讓人，或就我們對資料當事人享有權利的參與人或從屬參與人衡量有關轉讓、參與或從屬參與所涉交易；及
- (u) 與上述任何目的直接有關的目的。

資料承轉人

4. 個人資料會予以保密，但取決於所適用的法律，我們可能就以上第 3 段所列的目的將其提供給以下各方（不論在香港境內或境外）：
- (a) 按揭證券公司集團的任何成員；
 - (b) 資料當事人在香港或其他地區的任何經紀人、推薦人或介紹人；
 - (c) 任何聯名申請人或聯名借款人，及為資料當事人就我們的業務所承擔的責任擬提供或正在提供財務或信貸支援的人士；
 - (d) 任何參與按揭證券公司集團成員營運的有關我們業務的計劃的商業夥伴；
 - (e) 與任何有關本公司或按揭證券公司集團的任何成員提供的業務的索賠有關的任何人士，不論該索賠是資料當事人提出的、或針對資料當事人的、或涉及資料當事人的；
 - (f) 在香港或其他地區對按揭證券公司集團的任何成員有保密責任，並為其提供行政、審計、資料處理、文件管理、科技、通訊、存儲、支付或其他服務（包括直接促銷服務）的任何代理人、承辦商或第三方；
 - (g) 如適用，與我們的業務相關的任何承保人或再保險人（包括該再保險人的任何再保險人）或就我們的業務提供財務支援的任何實體；
 - (h) 任何由或將由業務獲取的資金來支付的估價方、醫療服務提供方或產品或服務的提供方；
 - (i) 信貸資料服務機構，或在涉及違約時，債務追收代理；
 - (j) 任何代理人、核數師、會計師、稅務顧問、律師、顧問或其他專業顧問；
 - (k) 香港或其他地區的任何法院、裁判院或行政、政府或監管機構，或執法機關（包括本地或外地的稅務機關）；及
 - (l) 任何實際或潛在承讓人、受讓人、我們的權利或業務的參與人或從屬參與人。

直接促銷中個人資料的使用及提供

5. 我們擬：
- (a) 將我們持有的資料當事人的姓名、聯絡資料、業務組合資料、交易模式及行為、財務、就業或其他背景及人口統計數據不時用於直接促銷，而除非獲得資料當事人的同意或表示反對，否則我們不能使用該等資料；及
 - (b) 對以下類別的產品/服務/活動進行直接促銷：
 - (i) 保險、金融服務、退休規劃及相關產品/服務/活動；及

(ii) 獎賞、會員、聯名商品或禮遇計劃，及相關產品/服務/活動。

6. 以上產品/服務/活動可能由我們及/或下列人士提供或推薦：
- (a) 按揭證券公司集團的任何成員；
 - (b) 第三方金融機構及承保人；及
 - (c) 第三方獎賞、會員、聯名商品或禮遇計劃的供應商或營運商。
7. 除促銷上述產品/服務/活動外，我們亦可能將以上第 5(a)段所列的資料當事人的資訊提供予以上第 6 段所列的全部或任何人士，以供該等人士在促銷該等產品/服務/活動中使用，而我們為此用途須獲得資料當事人書面同意（包括表示不反對）。

如資料當事人不希望我們如上述使用其個人資料或將其個人資料提供予其他人士作直接促銷用途，資料當事人可通知我們行使其選擇權拒絕促銷。

查閱及改正資料的權利

8. 資料當事人可以書面形式向我們的個人資料保障主任提出查閱或改正其個人資料的要求，其通訊地址為：香港九龍觀塘偉業街 180 號 Two Harbour Square 19 樓。
9. 我們可就處理任何查閱資料的要求收取不超乎適度的費用。

本聲明中，除非文義不許可或另有所指，

「本公司」、「我們」及「我們的」指收取相關個人資料的文件中所述的公司（其為按揭證券公司集團成員）及其繼承人及承讓人；

「資料當事人」就個人資料而言，指屬該個人資料的當事人的個人；及

「按揭證券公司集團」指香港按揭證券有限公司、其附屬公司及附屬企業。

注意

- (a) 本聲明可由我們不時修改或更新。
- (b) 資料當事人使用或繼續使用或參加任何我們的產品/服務/活動、提供其本人資料、或向我們提供服務或與我們簽訂商業或其他合同安排時，資料當事人被視為已經接受及同意本聲明所陳述的安排及受相關條款約束。

由本公司刊發