

DEDICATED 100% LOAN GUARANTEE SCHEME FOR BATTERY ELECTRIC TAXIS

純電動的士百分百擔保貸款專項計劃

APPLICATION FORM

申請表格

To 致：_____ (the “Lender” 「貸款人」)

Important Note: 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, you may incur civil and/or criminal liability.

重要提示：如你就本申請作出任何故意或疏忽的失實陳述或虛假聲明及/或提供虛假資料或漏報相關資料，你可能會招致民事及/或刑事法律責任。

A : TO BE COMPLETED BY THE BORROWER 由借款人填寫

Note: One Application Form is applicable to one Borrower and one battery electric taxi.

註：一份申請表格僅適用於一名借款人及一輛純電動的士。

I. Information of the Borrower 借款人資料

The Borrower hereby provides the following information in support of its/his/her application for a loan for purchasing a battery electric taxi to replace its/his/her non-electric taxi pursuant to the eligibility criteria for the Dedicated 100% Loan Guarantee Scheme for Battery Electric Taxis (the “Scheme”) (the “Loan”) (Note 1).

借款人特此提供以下資料，以支持其根據「純電動的士百分百擔保貸款專項計劃」（「本計劃」）的資格準則申請貸款（「貸款」）^{（註1）}購買純電動的士以取代其非電動的士。

1. Borrower Type (Notes 1, 2) 借款人類別^{（註1及2）}

<input type="checkbox"/>	Limited Company (other than Company listed on HKEX or Subsidiary of a HKEX listed company) 有限公司(香港聯交所上市公司或香港聯交所上市公司的附屬公司除外)	<input type="checkbox"/>	Individual 個人 / Sole-proprietorship 獨資企業 (Borrower may borrow in his/her own name or in the name of his/her sole-proprietorship. Please complete items 2 and 3 of this section. 借款人可以以個人或其獨資企業名義借款。請填寫本節第 2 項和第 3 項。)
<input type="checkbox"/>	Company listed on the Hong Kong Stock Exchange (HKEX) 香港聯交所上市公司	<input type="checkbox"/>	Subsidiary of a HKEX listed company 香港聯交所上市公司的附屬公司

2. Applicable to all Borrower Types (except Individual) 適用於所有借款人類別（個人除外）

(a) Name of Borrower (in English) 借款人名稱（英文）：	
(b) Certificate of Incorporation No. (if applicable) 公司註冊編號（如適用）：	
(c) Business Registration Certificate (BRC) No. 商業登記證號碼：	
(d) BRC Expiry Date (dd/mm/yyyy) 商業登記證有效期（日/月/年）：	

3. Applicable to Borrower who is an Individual 適用於個人借款人

(a) Full Name (in English) 全名（英文）：	
(b) Full Name (in Chinese) 全名（中文）：	
(c) Nationality 國籍：	

(d) Identity (ID) Document No. of ID document bearing the above full name 身份證明文件號碼（須顯示上述全名）：			
(e) ID Document No. on vehicle registration document, if different from (d) 車輛登記文件上的身份證明文件號碼（若有別於 (d)）：			
4. Address of Borrower 借款人地址			
(a) Email Address (if any) 電郵地址（如有）：			
(b) Main Business Address or Residential Address (for Borrower who is an individual) 主要業務地址 或 住址（適用於個人借款人）：			
(c) Correspondence Address(es) (if applicable) 通訊地址（如適用）：	<input type="checkbox"/> Main Business Address 主要營業地址 <input type="checkbox"/> Residential Address (for Borrower who is an individual) 居住地址（適用於個人借款人）： <input type="checkbox"/> Other (please specify) 其他（請註明）： <div style="border: 1px dashed black; height: 40px; width: 100%;"></div>		
5. Information of the Non-electric Taxi and Battery Electric Taxi 非電動的士及純電動的士的資料			
Details of the Non-electric Taxi 非電動的士的細節			
(a) Is there any subsisting hire purchase arrangement in relation to the non-electric taxi? 是否有與非電動的士相關的現行的租購安排？	<input type="checkbox"/> Yes, the Borrower is a hirer of the non-electric taxi and the owner under the hire purchase arrangement is: 有，借款人是非電動的士的租用者，而租購安排下的車主是： <input type="checkbox"/> the Lender 貸款人 <input type="checkbox"/> the financial institution or licensed money lender specified in item 17 of this section 本節第 17 項中指定的金融機構或持牌放債人 <input type="checkbox"/> No, the non-electric taxi is wholly owned by the Borrower. 不，借款人全資擁有非電動的士		
(b) Vehicle ID (Note 4) of the non-electric taxi 非電動的士的車輛識別號碼（註 4）：			
Details of the Battery Electric Taxi 純電動的士的細節			
(c) Model No./Name of the taxi type/名稱：		(d) Name of Manufacturer 製造商名稱：	
(e) Purchase Price (HK\$) 購買價格(港幣)：		(f) Amount of down payment paid (if any) (HK\$) 已付定金金額（如有）（港幣）：	

(g)	Name of the dealer 經銷商名稱：	
(h)	Contact details of the dealer 經銷商聯絡細節：	
Declaration by the Borrower on its/his/her Eligibility (Note 2) 關於借款人申請資格的聲明 (註2) (Note: The Borrower is not eligible under the Scheme if “Disagree” is answered in any item in this Form.) (註：若借款人在此表格任何一項中回答了「不同意」，則不符合本計劃的申請資格。)		
6.	(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. 借款人確認不是未獲解除破產人士或解散企業亦沒有受到清盤或破產呈請或法律程序。	<input type="checkbox"/> Agree 同意 <input type="checkbox"/> Disagree 不同意
	(b) The Borrower confirms that it/he/she does not have any outstanding default of more than 60 days (Note 3) due to the Lender or any lending institutions. 借款人確認對貸款人或任何貸款機構沒有超過 60 天的未償違約 (註3)。	<input type="checkbox"/> Agree 同意 <input type="checkbox"/> Disagree 不同意
7.	The Borrower confirms that the non-electric taxi specified in this <i>Application Form</i> has/have not been used by anyone to apply for a Loan under the Scheme (Note 1). 借款人確認在本申請表中註明的非電動的士未被任何人用以申請本計劃的貸款 (註1)。	<input type="checkbox"/> Agree 同意 <input type="checkbox"/> Disagree 不同意
8.	The Borrower confirms the battery electric taxi to be purchased under the Scheme is for replacing the non-electric taxi specified in this <i>Application Form</i> . 借款人確認在本計劃中購買的純電動的士是為了替換在本申請表中註明的非電動的士。	<input type="checkbox"/> Agree 同意 <input type="checkbox"/> Disagree 不同意
9.	The Borrower confirms and undertakes that the proceeds from the Loan will be used solely for purchasing the battery electric taxi specified in this <i>Application Form</i> . 借款人確認並承諾貸款所得款項僅用於購買本申請表中指定的純電動的士。	<input type="checkbox"/> Agree 同意 <input type="checkbox"/> Disagree 不同意
10.	The Borrower undertakes to purchase comprehensive (including third-party liability) insurance for the battery electric taxi in accordance with the requirement of the Lender, subject to the minimum requirement set out in Note 1 of this <i>Application Form</i> . 借款人承諾按照貸款人的要求為純電動的士購買綜合(包括第三者責任)保險，不得低於本申請表註 1 規定的最低要求。	<input type="checkbox"/> Agree 同意 <input type="checkbox"/> Disagree 不同意
11.	The Borrower undertakes to provide or reconfirm the Vehicle ID, the chassis number and vehicle registration mark of the battery electric taxi to the Lender within 3 business days after drawdown of the Loan. 借款人承諾在提取貸款後 3 個工作日內，向貸款人提供／重新確認純電動的士的車輛識別號碼、車身底盤編號及車輛登記號碼。	<input type="checkbox"/> Agree 同意 <input type="checkbox"/> Disagree 不同意
For Borrower who has applied for subsidy under the New Energy Transport Fund (“NET Fund”) of the Environment and Ecology Bureau (Environment Branch) (“EEB”) for the purchase of the battery electric taxi as specified in this <i>Application Form</i>, please complete items 12 to 14 below 已申請環境及生態局(環境科) (「環境及生態局」) 的新能源運輸基金資助用於購買本申請表中指定的純電動的士的借款人，請填寫以下第 12 至 14 項：		
12.	The Borrower hereby confirms the current status of the application: 借款人確認其相關申請的現況： Reference number under the NET Fund (if any) 新能源運輸基金下的參考編號 (如有)： <div style="border: 1px dashed black; height: 20px; width: 500px; margin-top: 5px;"></div>	<input type="checkbox"/> Already approved 已經獲批 <input type="checkbox"/> Not yet approved 未獲批

13.	<p>The Borrower hereby authorises the Lender, The Hong Kong Mortgage Corporation Limited (“HKMC”) and HKMC Insurance Limited (“HKMCI”) to disclose any information relating to the Borrower and/or this Application to the EEB and the Transport Department of the Government, or vice versa, for any purpose relating to the processing of any NET Fund subsidy. A <i>Letter of Authorisation</i> (Form No.: DLGS102(A)) duly completed and signed by the Borrower is attached to this Application Form.</p> <p>借款人特此授權貸款人、香港按揭證券有限公司（「按揭證券公司」）及香港按證保險有限公司（「按證保險公司」）向政府環境及生態局及運輸署披露有關借款人及／或與本申請有關的任何資料，反之亦然，用於與處理新能源運輸基金下批准的任何有關資助。借款人隨此申請表附上一份填妥並簽署的授權書(表格編號: DLGS102(A))。</p>	<input type="checkbox"/> Agree 同意 <input type="checkbox"/> Disagree 不同意
14.	<p>Please note: The Borrower shall complete this item 14 if the requested loan amount (as specified in Part II below) is <u>more than</u> (a) the Maximum Loan Amount (i.e. the lower of the actual purchase price of the battery electric taxi or HK\$350,000) <u>less</u> (b) the NET Fund subsidy approved by the EEB.</p> <p>請注意：如所申請的貸款金額（如下文第 II 部分所述）多於 (a) 貸款額上限（即純電動的士的實際購買價格或港幣 350,000 元的較低者）減去 (b) 在新能源運輸基金下獲批的資助，則必須填寫此項。</p> <p>The Borrower agrees that the Lender shall directly apply the amount of the subsidy granted or made available to the Borrower under the NET Fund (if any) received by the Lender to settle any amount outstanding under the Loan. If the amount of NET Fund subsidy so received by the Lender is <u>greater than</u> the amount outstanding under the Loan, the Borrower shall promptly provide clear instruction to the Lender, where applicable, to handle for the Borrower or refund any remaining balance to the Borrower.</p> <p>借款人同意貸款人應以貸款人收到借款人獲批或獲發的新能源運輸基金的資助金額（如有）直接用作償還相關貸款項下未償還的金額；如果貸款人收到的新能源運輸基金資助金額<u>超過</u>貸款項下的未償還金額，借款人則須盡快向貸款人提供清晰的指示，在適用的情況下，為借款人處理或退還任何餘額給借款人。</p>	<input type="checkbox"/> Agree 同意 <input type="checkbox"/> Disagree 不同意
15.	<p>The Borrower agrees that the Borrower shall not, without the written consent of the Lender, charge, transfer, enter into any hire purchase arrangement including the novation agreement (“HP Agreement”) in respect of the battery electric taxi or permit creation of encumbrance against or otherwise dispose of any interest of the battery electric taxi or discontinue to use the battery electric taxi for operation of taxi business (“Negative Pledge”), except that the battery electric taxi being disposed of is to be replaced by another battery electric taxi (and such new battery electric taxi shall be subject to the same negative pledge clause under the terms and conditions of the Loan).</p> <p>借款人同意借款人在未經貸款人書面同意之前，不得抵押、轉讓、簽訂任何與純電動的士相關的租購安排包括更替協議（「租購協議」）或允許設立產權負擔或以其他方式處置純電動的士的任何權益或停止使用該純電動的士經營的士業務（「負面質押」），但被處置的純電動的士將更換為另一輛純電動的士的除外（且該新純電動的士應遵守與相關貸款的條款和條件相同的負面質押條款）。</p>	<input type="checkbox"/> Agree 同意 <input type="checkbox"/> Disagree 不同意
16.	<p>For any HP Agreement in relation to the battery electric taxi, the Borrower agrees that and will procure the owner under the HP Agreement to agree that:</p> <p>(a) any default of the Loan shall be a default of the HP Agreement and vice versa; and</p> <p>(b) the owner shall take enforcement actions in the event of default promptly and any proceeds in relation to the battery electric taxi (disposal proceeds or insurance proceeds) shall be applied to settle in the following order:</p> <p>(i) firstly, cost and expenses incurred for obtaining such proceeds in accordance with and as permitted under the HP Agreement;</p> <p>(ii) secondly, the outstanding rents in accordance with and as permitted under the HP Agreement; and</p> <p>(iii) thirdly, to the extent permitted by law, the Loan; and</p>	<input type="checkbox"/> Agree 同意 <input type="checkbox"/> Disagree 不同意

(c) (if the owner under the HP Agreement is not the Lender) both the Borrower and the owner shall promptly inform the Lender upon the expiry or termination of the HP Agreement (other than due to default of the terms thereof).

對於與純電動的士相關的任何租購協議，借款人同意並將促使租購協議項下的擁有人同意：

- (a) 任何本申請項下的貸款違約均構成租購協議違約及反之亦然；及
- (b) 擁有人應在違約情況下立即採取強制措施，並將純電動的士相關的任何收益（處置收益或保險收益）按以下順序清付：
 - (i) 首先，根據租購協議並在租購協議允許的情況下為獲得該等收益而發生的成本和費用；
 - (ii) 其次，根據租購協議並在租購協議允許的情況下的未付租金；
 - (iii) 第三，在法律允許的範圍內，本申請項下的貸款；及
- (c) （如果租購協議項下的擁有人不是貸款人）借款人及擁有人均應在租購協議期滿或終止時立即通知貸款人（除非由於違反協議條款）。

If the owner under the subsisting hire purchase arrangement in respect of the non-electric taxi is not the Lender, please complete this item 17 如果非電動的士的現行租購安排下的車主不是貸款人，請填寫以下第 17 項：

17. The Borrower hereby applies for the written consent of the Lender for entering into an HP Agreement in respect of the battery electric taxi with an owner under the HP Agreement (details of which are specified below) other than the Lender. The Borrower hereby authorises the Lender, the HKMC and the HKMCI to disclose any information relating to the Borrower and the Loan to the owner under the HP Agreement and authorises the owner under the HP Agreement to disclose any information relating to the Borrower and the HP Agreement to the Lender, the HKMC and the HKMCI, for any purpose relating to the HP Agreement and/or the Loan.
- 借款人為了就純電動的士與不是貸款人的租購協議項下的擁有人（其詳細資料如下）簽訂租購協議而特此向貸款人申請書面同意。借款人特此授權貸款人、按揭證券公司及按揭保險公司向租購協議項下的擁有人披露有關借款人及貸款的任何資料及授權租購協議項下的擁有人向貸款人、按揭證券公司及按揭保險公司披露有關借款人及租購協議的任何資料，用於處理與租購協議及/或貸款有關的任何目的。
- Owner under the HP Agreement will be the financial institution or licensed money lender specified below:
- 租購協議項下的擁有人將會是下述金融機構或持牌放債人：
- Name 名稱：
- Contact person and phone number 聯絡人及電話：
- Email address (if any) 電郵地址（如有）：
- HP Agreement reference number (if any) 租購協議參考編號（如有）：
18. No third party (other than the Guarantor(s), shareholder(s), or director(s) of the Borrower or its related companies, the Lender, the parties (such as the dealer) involved in the sale and purchase of the battery electric taxi, 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

☐ Agree 同意
☐ Disagree 不同意

☐ Agree 同意
☐ Disagree 不同意

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)

沒有任何第三方（擔保人、借款人或其關聯公司的股東或董事、貸款人、純電動的士買賣相關各方（如經銷商）、政府部門、強積金計劃服務供應商、監管機構和公共機構除外）代表借款人準備和提交本計劃下的信息、聲明、支持文件或申請，或有涉及第三方而其資料已在下文說明。^(註2)

Please provide the information of such third party in the space below (Please attach separate sheet, if necessary):

請在下面註明該第三方的資料（如有需要，請另附頁）：

19. The Borrower confirms that 借款人確認:

(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 HKMC and/or the HKMCI will report any suspected illicit behaviour (e.g. producing false declaration or using false instrument) to law enforcement agencies; and

據借款人所知及相信，為支持本申請而提供的信息、聲明或支持文件是真實、準確和完整的。借款人確認貸款人、按揭證券公司及／或按揭保險公司將向執法機構舉報任何涉嫌違法行為（例如作出虛假聲明或使用虛假文書）；及

(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)

借款人確認其將與貸款人、按揭證券公司及／或按揭保險公司合作提供進一步的證明文件和信息，以便貸款人、按揭證券公司及／或按揭保險公司核實自任何來源的文件和信息，並以任何貸款人、按揭證券公司及／或按揭保險公司選擇或認為合適的方式提供協助。^(註2)

☐ Agree 同意

☐ Disagree 不同意

20. Additional information (if applicable) 補充資料（如適用）：

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II. Information of the Loan under application 正在申請的貸款資料

(a)	Requested loan amount (HK\$) (Note 5) 貸款申請金額(港幣) (註5):			
(b)	Do you require principal repayment holiday (Note 2) 是否需要申請延遲償還本金 (註2)?	<input type="checkbox"/> No 不需要	<input type="checkbox"/> Yes, for 6 months 需要(6個月) <input type="checkbox"/> Yes, for 12 months 需要(12個月)	
(c)	Total repayment period (in months) (Note 2) 總還款期(以月為單位) (註2)	<input type="checkbox"/> 12 months 12個月 <input type="checkbox"/> 36 months 36個月 <input type="checkbox"/> 60 months 60個月	<input type="checkbox"/> 84 months 84個月 <input type="checkbox"/> 108 months 108個月 <input type="checkbox"/> 120 months 120個月	<input type="checkbox"/> Other repayment period, please specify 其他還款期, 請註明:

III. Declaration of the Borrower 借款人聲明

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.

除另有說明，本聲明內所有(a)對任何人士的提述應包括其各自的繼承人、許可受讓人及承讓人及根據他們獲得所有權的任何人士，及(b)對任何文件的提述應包括其後不時對該文件作出的修訂或補充。

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, any commercial credit reference agencies (each a "CCRA") and /or any credit reference agencies in Hong Kong approved for participation in Multiple Credit Reference Agencies Model (each a "CRA") (as appropriate) that:

就按揭證券公司及按證保險公司同意考慮貸款人在本計劃下(與該貸款有關)的要約，現借款人向按揭證券公司、按證保險公司、貸款人、任何商業信貸資料服務機構(每個分別為「商業資料機構」)及/或獲准加入多家個人信貸資料服務機構模式的任何信貸資料服務機構(每個分別為「信貸資料機構」)(如適用)確認並承諾：

- (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:

任何時候就此申請提供的資料，就借款人所知及相信，均屬真實、準確、最新和完整的。借款人謹此授權貸款人、按揭證券公司、按證保險公司：

- (a) with any Government departments, MPF Scheme service providers, Authorized Institutions or financial institutions, regulators and/or public bodies; and
與任何政府部門、強積金計劃服務供應商、認可機構或金融機構、監管機構及／或公共機構核實或確認這些資料；及

- (b) directly or indirectly or through any CCRA and/or CRA or from any source or in any manner as they may choose or deem appropriate, and to obtain on behalf of the Borrower before Loan Drawdown, a copy of credit report, credit scores or other credit data about the Borrower from any CCRA and/or CRA for the purposes of evaluating the eligibility of the Loan under this application and the commitment to purchase of the Loan to be granted by the HKMC via the HKMCI and other related purposes; in this connection, the Borrower consents to and authorises any CCRA and/or CRA to provide a copy of credit report, credit scores or other credit data about the Borrower directly to the HKMC or the HKMCI without having first sent to the Borrower for review;

直接或間接或透過任何商業資料機構及/或信貸資料機構，或其選擇及認為適當的任何其他來源或方式核實或確認這些資料，及代表借款人在其提取貸款前從任何商業資料機構及/或信貸資料機構獲取關於借款人的信貸報告的副本、信貸評分及其他信貸數據，以評估本申請下的貸款資格及按揭證券公司經按證保險公司購買本申請下的貸款之承諾及其他相關目的；因此，借款人同意並授權任何商業資料機構及/或信貸資料機構直接提交關於借款人的信貸報告的副本、信貸評分及其他信貸數據給按揭證券公司或按證保險公司，而無需首先發送給借款人審閱；

- (ii) the Borrower hereby agrees and acknowledges to all CCRAs and/or CRAs that the provision of any credit report, credit scores or other credit data by any CCRA and/or CRA to the HKMC or the HKMCI or the use of any such credit report, credit scores or other credit data 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 CCRA, the CRA, the HKMC, the HKMCI or the Lender by the Borrower or any third party;

借款人謹此同意並向所有商業資料機構及/或信貸資料機構確認，任何商業資料機構及/或信貸資料機構向按揭證券公司或按證保險公司提供的任何信貸報告、信貸評分及其他信貸數據，或由按揭證券公司或按證保險公司使用任何此類信貸報告、信貸評分及其他信貸數據，均不構成借款人或任何第三方對商業資料機構、信貸資料機構、按揭證券公司、按證保險公司或貸款人提出任何投訴、索賠、訴訟、要求、訴訟理由或其他法律程序的依據；

- (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;

借款人謹此同意本表格的副本或者電子記錄，並附有其簽名的，應作本申請（包括本聲明）之用，其效力與原件相同；

- (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 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;

借款人謹此授權(a)貸款人、按揭證券公司、按證保險公司及其相關機構查閱、檢查和複製與借款人或借款人業務有關的所有簿冊、記錄、帳目和任何其他資料，無論是書面、電子或任何其他形式或媒介的亦無論是由貸款人、借款人或其他人士管有、看管或控制的及(b)按

按揭證券公司或按揭保險公司向貸款人披露與借款人有關的在本計劃及/或中小企融資擔保計劃項下的任何資料，目的是為了本申請、監察貸款表現、品質保證抽樣檢閱、盡職調查、處理本計劃下的款項支付及其他相關事宜；

- (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;
貸款人乃本計劃下的唯一及獨有受益人，借款人不會被視為本計劃下的一方或受益人，而根據本計劃向貸款人支付的任何款項將不會影響或減少貸款人因借款人違約而擁有之索償權；
- (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;
借款人並不是貸款人的關連公司 ^(註6)，及沒有貸款業務或經任何途徑提供資金作貸款業務；
- (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;
借款人不可將貸款用作支付、償還、整合或重組借款人，包括其附屬公司或相關實體 ^(註6) 所欠相關貸款人之任何貸款、信貸或還款責任之全數或部分款項；
- (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;
借款人謹此承諾如借款人就此申請提供的任何資料不再有效、完整或準確，會儘快在可行的情況下通知按揭證券公司、按揭保險公司及貸款人。借款人承諾，如果借款人就此申請提供的任何資料是虛假、不準確或不再有效的，在按揭證券公司、按揭保險公司或貸款人通知的規定的時間內，全額償還貸款的所有未償款項及利息。借款人確認，如借款人提供虛假資料，按揭證券公司、按揭保險公司及貸款人保留採取其認為適當的任何行動，包括法律行動的權利；
- (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:
在不影響貸款人、按揭證券公司或按揭保險公司擁有的任何權利和補救措施的情況下，借款人確認，如果按揭證券公司或按揭保險公司認為借款人有下列情形，按揭證券公司或按揭保險公司可以要求貸款人暫停貸款、而貸款人應作相應行動：
- (a) in breach of any of the undertakings given in this application; or
違反本申請中作出的任何承諾；或
- (b) no longer in compliance with, or has not complied with any declaration in this application;
不再遵守或沒有遵守本申請中的任何聲明；

- (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 (which shall be binding on the Borrower) for and on behalf of the Borrower;

在本表格中代表借款人的每個簽署人謹此聲明及確認其每個簽署皆獲得所需的正式授權以執行本表格之簽署（對借款人應具有約束力），（若借款人為公司）為根據借款人的公司章程及/或其他公司授權；

- (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 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;

在本表格中的每個簽署人代表借款人謹此聲明及確認，就本申請在本表格中及受按揭證券公司或按證保險公司要求及/或處理按揭證券公司或按證保險公司相關事宜過程中而提供的個人資料已獲得借款人以及（如適用）借款人的董事、股東或其他人員、擬擔保人及/或其他個人的同意，如此類聲明和確認不實，或本申請的任何條款被違反，簽署人將彌償並使貸款人、按揭證券公司及按證保險公司免除因此而招受及/或產生的一切損失、費用、罰款、損害及任何開支；

- (xii) each signatory to Section A (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));

A 部分的每位簽署人（包括以個人身份、代表借款人及/或代表任何其個人資料可能提供予按揭證券公司或按證保險公司作此申請及本計劃運作之用的其他人）謹此確認收到並已閱讀、理解及同意《按揭證券公司集團收集個人資料聲明》（附在本表格後或由貸款人向每位簽署人提供以及由簽署人向每位可能提供其個人資料的個人提供）；

- (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); 借款人確認貸款利率為浮動，並可按相關利率指數變動（即按揭證券公司的「最優惠利率」或貸款人的「港元最優惠利率」）；

- (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

借款人謹此同意並確認，如本申請獲批，貸款人會在貸款提取後，立即出售、轉移及轉讓貸款、相關擔保和抵押品（如有）予按揭證券公司；及

- (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.

如借款人及簽署人就本申請作出任何故意或疏忽的失實陳述或虛假聲明及/或提供虛假資料或漏報相關資料，借款人及每位簽署人可能會招致民事及/或刑事法律責任。此外，本貸款申請可能被拒絕或如申請已獲批出，貸款人保留暫停就貸款向借款人支付任何及全部款項的權利。

IV. Probity Clause for acknowledgement by the Borrower 由借款人確認的誠實條款

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.

任何企圖向貸款人的職員提供好處（定義見《防止賄賂條例》（「防賄條例」）（香港法律第 201 章）），以影響本貸款申請的結果或與本計劃下的貸款有關的任何事宜（或在本貸款申請過程中向按證保險公司或按揭證券公司的任何成員或僱員提供好處），即構成防賄條例下的罪行，並使該申請無效。該案將會向廉政公署舉報。任何獲批准的貸款將被取消，而借款人將承擔由貸款人，按證保險公司和按揭證券公司因違法行為而蒙受的所有損失和費用。如果有人向閣下索取與本貸款申請有關的利益，閣下應向廉政公署舉報（電話：2526 6366）。

V. Terms and Conditions of the Loan 貸款條款及細則

This application and the Loan, if granted, are subject to the Terms and Conditions set out in Section C. In the event of any inconsistency between the Terms and Conditions and the provisions in the loan origination documentation issued by the Lender for the Loan, the provisions in the loan origination documentation shall prevail. 本申請及獲批核貸款，須遵守 C 部分所列的條款及細則。若條款及細則與貸款人發出的貸款發放文件不一致，應以貸款發放文件所列的規定為準。

Signed for and on behalf of the Borrower by its authorised officer(s) 由借款人的授權人員代表簽署：

Authorised Signature(s) 授權簽署:		Company Chop 公司蓋章:	
Full Name of the Authorised Officer(s) 授權人員全名（正楷）:		Date 日期 (dd/mm/yyyy) （日/月/年）:	
Position 職位:		Telephone Number 電話號碼:	
Fax Number 傳真號碼:		Email Address 電子郵件地址:	

To be completed by Borrower who is an Individual or sole proprietor**由個人借款人或獨資企業借款人填寫**

Full Name of Borrower 借款人全名

(English 英文):

(Chinese 中文):

ID Document No. of the ID
document (bearing the full name
of Borrower):身份證明文件號碼
(須顯示借款人全名)

Signature of Borrower

借款人簽署:

Telephone Number 電話號碼:

Fax Number

傳真號碼:

Date (dd/mm/yyyy)

日期(日/月/年):

Please note that the Lender, 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 to further process the application.

請注意，貸款人、按揭證券公司和按揭保險公司保留要求提交新申請表格或提供更新資料或進一步文件或確認的權利，以進一步處理申請。

B : TO BE COMPLETED BY THE GUARANTOR(S) (Notes 3 and 7) **由擔保人填寫** (註3及7)**Declaration of the Guarantor 擔保人聲明**

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.

除另有說明，本聲明內所有(a) 對任何人士的提述應包括其各自的繼承人和許可受讓人及承讓人以及根據他們獲得所有權的任何人，及(b) 對任何文件的提述應包括其後不時對該文件作出的修訂或補充。

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, any commercial credit reference agencies (each a "CCRA") and /or any credit reference agencies in Hong Kong approved for participation in Multiple Credit Reference Agencies Model (each a "CRA") (as appropriate) that:

就按揭證券公司和按證保險公司同意考慮貸款人在本計劃下 (與該貸款有關) 的要約，本人/我們共同及分別向按揭證券公司、按證保險公司、貸款人、任何商業信貸資料服務機構 (每個分別為「商業資料機構」) 及/或獲准加入多家個人信貸資料服務機構模式的任何信貸資料服務機構 (每個分別為「信貸資料機構」) (如適用) 確認並承諾：

- (i) the information given at any time in or for the purpose of this application, including the declarations given by the Borrower in Section A, 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;

任何時候就此申請提供的資料，就本人/我們所知及相信，均屬真實、準確、最新和完整的(包括借款人在 A 部分的聲明)；本人/我們謹此授權貸款人、按揭證券公司、按證保險公司；

- (a) with any Government departments, MPF Scheme service providers, Authorized Institutions or financial institutions, regulators and/or public bodies; and
與任何政府部門、強積金計劃服務供應商；認可機構或金融機構、監管機構和/或公共機構核實或確認這些資料；及

- (b) directly or indirectly or through any CCRA and/or CRA or from any source or in any manner as they may choose or deem appropriate, and to obtain on my/our behalf before Loan Drawdown, a copy of credit report, credit scores or other credit data about me/us from any CCRA and/or CRA for the purposes of evaluating the eligibility of the Loan under this application and the commitment to purchase of the Loan to be granted by the HKMC via the HKMCI and other related purposes; in this connection, I/we consent to and authorise any CCRA and/or CRA to provide a copy of credit report, credit scores or other credit data about me/us directly to the HKMC or the HKMCI without having first sent me/us for review;

直接或間接或透過任何商業資料機構及/或信貸資料機構，或其選擇及認為適當的任何其他來源或方式核實或確認這些資料，及代表本人/我們在提取貸款前從任何商業資料機構及/或信貸資料機構獲取關於本人/我們的信貸報告的副本、信貸評分及其他信貸數據，以評估本申請下的貸款資格及按揭證券公司經按證保險公司購買本申請下的貸款之承諾及其他相關目的；因此，本人/我們同意並授權任何商業資料機構及/或信貸資料機構直接提交關於本人/我們的信貸報告的副本、信貸評分及其他信貸數據給按揭證券公司或按證保險公司，而無需首先發送給本人/我們審閱；

- (ii) I/we hereby agree and acknowledge to all CCRA's and/or CRA's that the provision of any credit report, credit scores or other credit data by any CCRA and/or CRA to the HKMC or the HKMCI or the use of any such credit report, credit scores or other credit data 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 CCRA, the CRA, the HKMC, the HKMCI or the Lender by me/us or any third party;

本人/我們謹此同意並向所有商業資料機構及/或信貸資料機構確認，任何商業資料機構及/或信貸資料機構向按揭證券公司或按證保險公司提供的任何信貸報告、信貸評分及其他信貸數據，或由按揭證券公司或按證保險公司使用任何此類信貸報告、信貸評分及其他信貸數據，均不構成本人/我們或任何第三方對商業資料機構、信貸資料機構、按揭證券公司、按證保險公司或貸款人提出任何投訴、索賠、訴訟、要求、訴訟理由或其他法律程序的依據；

- (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;

本人/我們謹此同意本表格的副本或者電子記錄，並附有本人/我們簽名的，應作本申請（包括本聲明）之用，其效力與原件相同；

- (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;

本人/我們謹此授權貸款人、按揭證券公司、按證保險公司及其相關機構查閱、檢查和複製與本人/我們或本人/我們業務有關的所有簿冊、記錄、帳目和任何其他資料，無論是書面、電子或任何其他形式或媒介的亦無論是由貸款人、本人/我們或其他人士管有、看管或控制的，目的是為了本申請、監察貸款表現、品質保證抽樣檢閱、盡職調查、處理本計劃下的款項支付及其他相關事宜；

- (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;

貸款人乃本計劃下的唯一及獨有受益人，本人/我們不會被視為本計劃的一方或受益人，並且根據本計劃向貸款人支付的任何款項均不會影響或減少貸款人在貸款違約的情況下對本人/我們任何人的索償權；

- (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 3) 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;

在本申請的日期，本人/我們沒有受到破產呈請或法律程序或命令；及本人/我們謹此確認其對貸款人或任何貸款機構沒有任何超過 60 天的未償違約^(註3)，即未能根據任何貸款或任何信貸償還

或支付貸款、利息或其他付款或其任何部分，而相關還款或付款日期後，債務仍未清償超過 60 天；及沒有面臨任何金融機構發起的任何違約債務索償或民事訴訟；

(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; 本人/我們謹此承諾，如果借款人的持股、股權、憲章或結構發生任何重大變化，會儘快在可行的情況下書面通知貸款人；

(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;

本人/我們謹此承諾如本人/我們就此申請提供的任何資料不再有效、完整或準確，會儘快在可行的情況下通知按揭證券公司、按證保險公司及貸款人。本人/我們確認，如本人/我們提供虛假資料，按揭證券公司、按證保險公司及貸款人保留採取其認為適當的任何行動，包括法律行動的權利；

(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;

本人/我們確認本人/我們已獲得獨立的法律建議或自願放棄本人/我們尋求此類獨立法律建議的權利。本人/我們完全理解本人/我們作為借款人的獨資經營者或擔保人就貸款所承擔的義務和責任的性質和範圍，並且獨立行事且不受任何人的任何不當影響；

(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;

按揭證券公司和按證保險公司的權利，包括但不限於其代位權，在任何時候都優先於本人/我們的權利和索償權（如有）。本人/我們不得以任何方式或在任何程度上對借款人、獨資經營者和/或任何其他提供擔保的人和/或與任何有關抵押品行使權利或索償權，包括但不限於任何根據法律或公平原則或抵押或擔保下存在的代位權、彌償或供款的權利，除非按揭證券公司和按證保險公司已悉數及無條件收回根據本計劃支付予貸款人的所有款項，或除非按揭證券公司和按證保險公司另有書面同意，否則不得向按揭證券公司和按證保險公司主張任何權利或索償權；

- (xi) each signatory to Section B 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;

B 部分中的每個簽署人代表擔保人謹此聲明及確認就本申請在本表格中及受按揭證券公司或按證保險公司要求及/或處理按揭證券公司或按證保險公司相關事宜過程中而提供的個人資料已獲得擔保人以及（如適用）擔保人的董事、股東或其他人員、擬擔保人及/或其他個人的同意，如此類聲明和確認不實，或本申請的任何條款被違反，擔保人將彌償並使貸款人、按揭證券公司及按證保險公司免除因此而招受及/或產生的一切損失、費用、罰款、損害及任何開支；

- (xii) each signatory to Section B (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));

B 部分的每位簽署人（包括以個人身份、代表擔保人及/或代表任何其個人資料可能提供予按揭證券公司或按證保險公司作此申請及本計劃運作之用的其他人）謹此確認收到並已閱讀、理解及同意《按揭證券公司集團收集個人資料聲明》（附在本表格後或由貸款人向每位簽署人提供以及由簽署人向每位可能提供其個人資料的個人提供）；

- (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; and

本人/我們謹此確認、承認並同意，如本申請獲批，貸款人會在貸款提取後，立即出售、轉移及轉讓貸款、相關擔保和抵押品（如有）予按揭證券公司；及

- (xiv) 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 sole proprietor, the Guarantor 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.

如擔保人及簽署人就本申請作出任何故意或疏忽的失實陳述或虛假聲明及/或提供虛假資料或漏報相關資料，獨資經營者、擔保人及每位簽署人可能會招致民事及/或刑事法律責任。此外，本貸款申請可能被拒絕或如申請已獲批出，貸款人保留暫停就貸款向借款人支付任何及全部款項的權利。

(a) To be completed by Guarantor who is an individual (Notes 3 and 7) 由個人擔保人填寫 (註3及7)

	Full Name of Guarantor 擔保人全名		Identity (ID) Document No. of the ID document (bearing the full name of Guarantor) 身份證明文件號碼 (須顯示擔保人全名)	Equity Interest (%) in the Borrower (if any) 在借款人的股權 (%) (如有)	Signature of Guarantor 擔保人簽署
	(English 英文)	(Chinese 中文)			
	Telephone Number 電話號碼:	Fax Number 傳真號碼:	Email Address 電子郵件地址:		Date (dd/mm/yyyy) 日期(日/月/年):
1.					
2.					
3.					
4.					

(b) To be completed by Guarantor which is a Listed Corporation (Note 7) 由上市公司擔保人填寫 (註7)

Full Name of Guarantor (English) 擔保人全名 (英文)		Equity Interest (%) in the Borrower 在借款人的股權 (%)	
Signed for and on behalf of the Guarantor by its Director(s) 由擔保人的董事代表簽署:			
Director Signature(s) 董事簽署:		Company Chop 公司蓋章:	
Full Name of the Director(s) 董事全名:		Date 日期 (dd/mm/yyyy) (日/月/年):	
Position 職位:		Telephone Number 電話號碼:	
Fax Number 傳真號碼:		Email Address 電子郵件地址:	

Please note that the Lender, 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 to further process the application.

請注意，貸款人、按揭證券公司和按揭保險公司保留要求提交新申請表格或提供更新資料或進一步文件或確認的權利，以進一步處理申請。

C : TERMS AND CONDITIONS OF THE LOAN 貸款條款及細則**I. General Terms 一般條款**

1. 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 and any relevant HP Agreement in respect of the battery electric taxi. Without prejudice to the Lender's and/or the HP Agreement's purported owner'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.

借款人同意，如果借款人違反其在本申請下或與貸款有關的任何責任和/或承諾，則此類違約行為也構成借款人於貸款人提供給借款人的任何其他信貸安排條款以及與純電動的士相關的租購協議下的違約事件和/或違反。在不影響貸款人在該等其他信貸安排條款下及/或相關租購協議的據稱擁有人的具凌駕性的隨時要求還款的權利（如有）的情況下，如果借款人違反本申請或與貸款有關之責任，貸款人可要求借款人即時償還所有或任何該等其他信貸安排。

2. 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.

借款人應確保：(i) 它/他/她不時有權擁有其資產並進行當時的業務；(ii) 除向貸款人、按揭證券公司及按揭保險公司披露外，它/他/她擁有經營其業務所需的所有資產的良好所有權（不受任何限制或負累契約）；以及(iii) 它/他/她已獲得或完成與其業務相關的所需授權、批准、同意、豁免、登記、許可、公證、容許和註冊，以及所有此類授權、批准、同意、豁免、登記、許可、公證、容許和註冊具有全面充分的效力。

3. In case of discrepancies between the English and Chinese versions of this Form, the English version shall prevail.

本表格之英文版本及中文版本如有歧異，概以英文版本為準。

II. Applicable if the Loan is sold to the HKMC 僅適用於貸款已售予按揭證券公司

1. 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.

貸款人可無須借款人同意將貸款人在本申請或與貸款有關的全部或任何部分權利及/或義務轉讓或轉移給任何人（包括按揭證券公司）。在有關轉讓或轉移給按揭證券公司後，貸款人可以作為按揭證券公司的服務提供者代表按揭證券公司管理貸款。

2. 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.

貸款人、按揭證券公司及按揭保險公司可採取其酌情認為合適的行動執行貸款或任何本條款及細則的權利，包括但不限於聘請第三方代理機構收取欠他們的任何款項。借款人同意在全額彌償的基礎上償還他們在任何此類執行行動中合理招致的所有成本和費用，包括所有法律收費、支出和僱用第三方代理機構的收費/費用。借款人還同意並授權他們向第三方代理機構披露與它/他/她和貸款有關的所有信息，以用於收債和其他合理行動。

3. 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.

如果貸款由貸款人出售給按揭證券公司而按揭證券公司委任貸款人提供與貸款有關的行政服務，按揭證券公司可能會向貸款人提供服務費。服務費支付的形式和條款將由按揭證券公司和貸款人商定。借款人明確確認、承認並同意按揭證券公司和貸款人之間的服務費支付安排。

III. Negative Pledge 負面質押條款

1. The Borrower shall not charge, transfer, enter into any HP Agreement in respect of the battery electric taxi or permit creation of encumbrance against or otherwise dispose of any interest of the battery electric taxi specified in this Application Form or discontinue to use the battery electric taxi for operation of taxi business, except that the battery electric taxi being disposed of is to be replaced by another battery electric taxi (and such new battery electric taxi shall be subject to the same negative pledge clause under the terms and conditions of the Loan) without written consent of the Lender.

For any HP Agreement in relation to the battery electric taxi, the Borrower agrees and will procure the owner under the HP Agreement to agree that:

- (a) any default of the Loan shall be a default of the HP Agreement and vice versa; and
- (b) the owner under the HP Agreement shall take enforcement actions in the event of default promptly and any proceeds in relation to the battery electric taxi (disposal proceeds or insurance proceeds) shall be applied to settle in the following order:
 - (i) firstly, cost and expenses incurred for obtaining such proceeds in accordance with and as permitted under the HP Agreement;
 - (ii) secondly, the outstanding rents in accordance with and as permitted under the HP Agreement; and
 - (iii) thirdly, to the extent permitted by law, the Loan; and
- (c) (if the owner under the HP Agreement is not the Lender) both the Borrower and the owner shall promptly inform the Lender upon the expiry or termination of the HP Agreement (other than due to default of the terms thereof).

借款人在未經貸款人書面同意之前，不得抵押、轉讓、簽訂任何與純電動的士相關的租購協議或允許設立產權負擔或以其他方式處置在本申請表中列明的純電動的士的任何權益或停止使用該純電動的士經營的士業務，但被處置的純電動的士將更換為另一輛純電動的士的除外（且該新純電動的士應遵守與相關貸款的條款和條件相同的負面質押條款）。

對於與純電動的士相關的任何租購協議，借款人同意並將促使租購協議項下的擁有人同意：

- (a) 任何本申請項下的貸款違約均構成租購協議違約及反之亦然；及
- (b) 租購協議項下的擁有人應在違約情況下立即採取強制措施，並將純電動的士相關的任何收益（處置收益或保險收益）按以下順序清付：(i) 首先，根據租購協議並在租購協議允許的情況下為獲得該等收益而發生的成本和費用；(ii) 其次，根據租購協議並在租購協議允許的情況下的未付租金；(iii) 第三，在法律允許的範圍內，本申請項下的貸款；及
- (c) （如果租購協議項下的擁有人不是貸款人）借款人及擁有人均應在租購協議期滿或終止時立即通知貸款人（除非由於違反協議條款）。

2. The Borrower will not do or permit to be done anything which would prejudice or jeopardise the Lender's rights or the rights of the HKMC and the HKMCI, or all of them, in respect of the Loan.

借款人不得做出或允許做出任何會損害或損害貸款人的權利或按揭證券公司和按證保險公司，或他們全部，與本申請項下的貸款有關的權利的任何事情。

3. The Borrower shall promptly execute, or shall promptly arrange execution of, all documents and do all things that the Lender, the HKMC or the HKMCI reasonably specifies for the purpose of enabling the Lender, the HKMC or the HKMCI to exercise its rights under each relevant document or preserving the effectiveness of such document in relation to the Negative Pledge.

借款人應立即簽署或立即安排簽署所有文件，並進行貸款人、按揭證券公司或按證保險公司合理指定的所有事項，以使貸款人、按揭證券公司或按證保險公司能夠行使其在每項相關規定下的權利。文件或保留該文件與否定承諾負面質押有關的有效性。

Notes 註:

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:

註 1 : 借款人應提供以下文件證明予貸款人並配合貸款人、按揭證券公司和/或按揭保險公司提供進一步證明文件及資料，並協助貸款人、按揭證券公司和/或按揭保險公司核證來自任何來源的文件和資訊，或以貸款人、按揭證券公司和/或按揭保險公司選擇或認為合適的方式提供協助:

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.

如借款人/擔保人/抵押品提供者都在其他司法管轄區 (即不在香港) 成立，貸款人可能會因準備、執行、完善和登記貸款發起文件而產生費用和開支 (包括法律費用)。所有此類費用和開支應由借款人承擔。

Specified Sector of Borrower 借款人的特定行業	Eligible Borrower and Documentary Evidences 合資格借款人及所需證明文件
06 –Taxi Owner 的士車主	<p>Documentary evidences 證明文件:</p> <p>(a) For Borrower or Guarantor which is a business entity 借款人或擔保人為企業:</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 公司註冊證、現時商業登記證，和更新的商業登記證 (如現時商業登記證在貸款提取當日或之前到期)副本；及 - Copy of company search report including the latest “Annual Return” to Companies Registry (Form NAR1) and other company information (excluding any financial statements); and 公司查冊報告副本，包括提交給公司註冊處的最新「週年申報表」(NAR1 表格) 和其他公司資料 (不包括任何財務報表)；及 - Copy of the Form 1(a) or Form 1(c) of the Business Registration Office or the Business Registration Search Report; and 商業註冊署表格 1(a) 或表格 1(c)的副本或商業註冊查冊報告；及 - Copy of identity (ID) Card or other identification documents of director(s) and shareholder(s) as required by the Lender; and 貸款人要求的董事及股東的身份證或其他身份證明文件的副本；及 - Copy of any other documents as required by the Lender; 貸款人要求的其他任何文件的副本； <p>(b) Copy of the taxi 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, where applicable, 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). 的士車主的身份證或帶有特有身份證明號碼的身份證明文件副本，及車輛登記證明文件載有的身份證明文件副本；及，如適用，有關車輛現時商業登記證，和更新的商業登記證(如現時商業登記證在貸款提取當日或之前到期)。</p>

Specified Sector of Borrower 借款人的特定行業	Eligible Borrower and Documentary Evidences 合資格借款人及所需證明文件
	<p>The Borrower must be a registered owner of a non-electric taxi and the related taxi licence; or a hirer under the HP Agreement in relation to a non-electric taxi and the related taxi licence. 借款人必須為非電動的士以及相關的士牌照的登記車主；或與非電動的士相關的租購協議項下的士及相關的士牌照的租用人。</p> <p>Each unique Vehicle ID ^(Note 4) displayed on the “Vehicle Registration Document” of a non-electric taxi shall only be eligible for once under the Scheme. 借款人的非電動的士車輛登記證上顯示的特有車輛識別號碼^(註4)僅可參與計劃一次。</p> <p>Comprehensive (including third party liability) insurance coverage should be maintained during the first 3 years from the date of Loan Drawdown. 綜合(包括第三者責任)保險覆蓋應在貸款提取之日起的頭3年內保持。</p> <p>Documentary evidences in respect of each relevant taxi 每輛有關的士的證明文件：</p> <p>(a) Copy of the latest “Vehicle Registration Document” issued by the Transport Department (TD) in respect of the non-electric taxi(s) concerned; and 運輸署就相關非電動的士發出最新的「車輛登記文件」副本；及</p> <p>(b) Copy of the purchase order of the battery electric taxi, in which the purchase price, the type and model of the battery electric taxi should be clearly displayed to demonstrate that it is a battery electric taxi for replacement of the Borrower’s non-electric taxi 純電動的士的購買訂單副本，其中應清楚地顯示購買價格、純電動的士的類型和型號，以證明其是用於更換借款人的非電動的士的純電動的士；及</p> <p>(c) If applicable, copy of the letter issued by the EEB for the subsidy under the NET Fund; and 如適用，環境及生態局所發出的新能源運輸基金資助信件副本；及</p> <p>(d) If applicable, a Letter of Authorisation (Form No.: DLGS102(A)) to, among others, the EEB and the Transport Department of the Government in relation to items 13 and 14 of Section A (To be completed by the Borrower) of this <i>Application Form</i>. 如適用，與本申請表A部分（由借款人填寫）第13和14項相關致（其中包括）政府環境及生態局及運輸署的授權書（表格編號：DLGS102(A)）。</p>

Note 2 : Please select as appropriate.

註 2 : 請選擇適當的選項。

Note 3 : “**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 any HP Agreement or other credit facility, whereby the indebtedness remains outstanding for **more than 60 days** after the relevant repayment or payment due date, or there is any defaulted debt claims or civil litigations initiated by any financial institutions against him, (a) as evidenced by the latest repayment record(s) under any HP Agreement or other credit facility or 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 submission of the *Application Form* to the HKMCI or upon its reasonable request**; or (b) in respect of any HP Agreement in which the Lender is the purported owner

or any facility granted by the Lender, with reference to the Lender's records, external credit information searches (as appropriate).

註 3 : “**超過 60 天的未償還約**”是指未能根據任何貸款融資協議或租購協議或相關信貸融資償還或支付貸款、利息或其他付款或其任何部分，而債務在相關償還或付款到期日後超過 60 天仍未償還，或任何金融機構對其發起任何違約債務索賠或民事訴訟，而(a) 以任何貸款融資協議或租購協議下的最新還款記錄或任何由提供給貸款人的任何信用資訊提供商釋出的最新報告為證明，而該報告不早於貸款人向按證保險公司提交申請表之日期前 30 天之內或應其合理要求簽發；或(b) 關於任何貸款人為相關租購協議的據稱擁有人或貸款人授予的任何信貸，參考貸款人的記錄和外部信用資訊搜索 (如合適)。

Note 4 : An 8-digit unique number specified by the Transport Department for each vehicle displayed and unlabeled on the top left panel of a Vehicle Registration Document next to “Details of Vehicle”. If the Vehicle ID of the non-electric taxi which will be replaced and scrapped is not available on the date of this Application Form, the HKMCI will only be able to finalise its approval decision after such Vehicle ID is received from the Lender.

註 4 : 運輸署為每輛車輛指定的 8 位數特有號碼，該號碼沒有附加標籤，顯示在車輛登記文件左面頂部 “車輛詳情” 旁邊。如果在申請日無法獲得將被替換並被報廢的非電動的士的車輛識別號碼，按證保險公司只有在收到貸款人提供相關車輛識別號碼後才能做出最終審批決定。

Note 5 : The maximum loan amount for the specified sector is 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!**

註 5 : 特定行業的最高貸款額如下。借款人在作出借款決定前應考慮其還款能力。借定唔借？能得到先好借！

Specified Sector of Borrower 借款人的特定行業	Maximum Loan Amount 最高貸款額
06 -Taxi Owner 的士車主	The actual purchase price of the battery electric taxi, subject to a cap of HK\$350,000. 純電動的士的實際購買價，貸款上限為港幣 35 萬元。

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

- 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;
- 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;
- any director of the Lender or of any company referred to in paragraph (a) above and any relative of any such director; or
- 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: -

- by means of the holding of shares or the possession of voting power in or in relation to such or any other company; or
- 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.

註 6 : 與貸款人有關的“關連公司”是指：

- (a) 任何控制貸款人的公司或貸款人控制的公司或與貸款人受同一人控制的公司；
- (b) 任何控制貸款人的人和其任何合夥人，以及，若該人是個人，該個人的任何親戚；
- (c) 貸款人或任何上文(a)段所述公司的董事以及任何該董事的親戚；或
- (d) 貸款人的任何合夥人，以及，如果該合夥人是個人，該個人的任何親戚。

與公司有關的“控制”是指一個人以下方面的權力以確保：

- (a) 透過持有股份或擁有此類公司或與之相關的任何其他公司的投票權；或
- (b) 根據規範此類或任何其他公司的公司章程或其他文件賦予的任何權力，

此類公司的事務是按照此人的意願進行。

“**相關實體**” 除非上下文另有要求，應理解為一個人(A)(作為獨資經營者、合夥企業或公司)，以及另一人(B)(作為獨資經營者、合夥企業或公司)為彼此的相關實體，如果任何一人或多人，單獨或聯合，直接或間接持有、實益擁有或控制：(a)就資格準則的貸款用途，A 和 B 中的任何商業權益；以及(b)就任何其他目的，A 和 B 各自商業權益的 30%或以上。就上述而言，與一公司有關的“商業利益”是指該公司的股份或股權，與合夥企業有關的“商業利益”是指參與此類合夥企業利潤分配的總計或總體權利或權益。

“**親戚**”，就個人而言，是指個人的配偶、父母、子女、兄弟、姐妹、姐妹夫、家翁、岳父、家姑、岳母、嫂子、弟媳、媳婦、女婿、婢/姑/姨/舅母、表兄弟姐妹、叔/伯/姑/舅父、侄子女、甥子女、祖父或祖母，就本定義而言，被收養子女應被視為親生父母和養父母的子女以及繼子女應被視為親生父母和任何繼父母的子女。

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.

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.

註 7 : 直接或間接持有或實益有權獲得借款人已發行股本或股權的 50%以上的人士(個人)應就有關貸款向貸款人簽訂不可撤銷、無條件和具有法律約束力的擔保，並成為擔保人。如果沒有這樣的個別人士，所有直接或間接持有借款人已發行股本或股權的 50%以上的人(個人)應在連帶基礎上成為與貸款有關的擔保人。

如借款人已發行股本或股權的 50%以上由一間上市公司或多間上市公司合計直接或間接持有，貸款人應要求該上市公司就有關貸款向貸款人簽訂不可撤銷、無條件和具有法律約束力的擔保(如涉及多於一間上市公司，則在連帶基礎上)。上市公司指 (i)其任何股份在香港聯交所上市的公司，或(ii)是在香港聯交所上市公司的附屬公司。

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-reinsurers of such reinsurer) of, or any entity providing financial support in relation to our Services;
 - (h) any valuer, medical service provider or a 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