

SME FINANCING GUARANTEE SCHEME

100% GUARANTEE PRODUCT - APPLICATION FORM

To : The SME Financing Guarantee Scheme Unit,
HKMC Insurance Limited (the "HKMCI")

Fax No.: (852) 2258 5228

From : _____ (the "Lender")

Part A : TO BE COMPLETED BY THE BORROWER

I. Information of the Borrower

The Borrower hereby provides the following information in support of this application by the Lender for a guarantee from the HKMCI under the SME Financing Guarantee Scheme (the "Scheme") in respect of a facility proposed to be granted by the Lender to the Borrower (the "Facility").

1. (a) Borrower Name (in English) : _____
 (b) Borrower Name (in Chinese) : _____
2. (a) Business Registration No. (Note 1) : _____ (b) Expiry Date (dd/mm/yyyy) : _____

The Borrower confirms that it has been in operation for at least 3 months in Hong Kong as at 31 March 2022.

3. Email and Business Addresses of Borrower:

(a) Email Address: _____

(b) Main Business Address: _____

(c) Other Business Address(es) (if applicable) : _____

4. Form of Business (Notes 2, 3) : Sole Proprietorship Partnership Limited Company

5. Type of Business (Note 2) :

 Manufacturing -

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> Bags and garment accessories | <input type="checkbox"/> Chemical and biotechnology | <input type="checkbox"/> Electronics | <input type="checkbox"/> Food and beverage |
| <input type="checkbox"/> Footwear | <input type="checkbox"/> Furniture | <input type="checkbox"/> Industrial machinery | <input type="checkbox"/> Jewellery |
| <input type="checkbox"/> Medical and optical devices | <input type="checkbox"/> Metal products | <input type="checkbox"/> Plastics | <input type="checkbox"/> Printing and publishing |
| <input type="checkbox"/> Stationery and paper products | <input type="checkbox"/> Textiles and clothing | <input type="checkbox"/> Toy | <input type="checkbox"/> Watches and clocks |
| <input type="checkbox"/> Others, please specify : _____ | | | |

 Non-manufacturing -

- | | | |
|--|---|---|
| <input type="checkbox"/> Banking, insurance and other financial services | <input type="checkbox"/> Car trading | <input type="checkbox"/> Catering services |
| <input type="checkbox"/> Cinema | <input type="checkbox"/> Construction | <input type="checkbox"/> Engineering |
| <input type="checkbox"/> Hotel / hospitality services | <input type="checkbox"/> Information technology | <input type="checkbox"/> Interior design / decoration |
| <input type="checkbox"/> Personal care services | <input type="checkbox"/> Professional services | <input type="checkbox"/> Real estate |
| <input type="checkbox"/> Telecommunication | <input type="checkbox"/> Tourism / Travel agent | <input type="checkbox"/> Transportation and logistics |

Trading (including import and export trade), please specify product type(s) : _____

Wholesale, please specify product type(s) : _____

Retail, please specify type(s) of products or services: _____

Others, please specify : _____

6. Sales turnover

The Borrower confirms that its sales turnover in any month since February 2020 (compared with the monthly average of any preceding quarter from January 2019 to March 2022) declined by 30% or more (Notes 2, 10) and details are as follows:

(a)	Sales turnover in any month since February 2020 (HK\$) :		(b)	Month of the sales turnover in relation to 6(a) (mm/yyyy) :	
(c)	Monthly average of sales turnover of any quarter from January 2019 to March 2022 (HK\$) :		(d)	Relevant quarter :	<input type="checkbox"/> Jan - Mar 2019 <input type="checkbox"/> Apr - Jun 2019 <input type="checkbox"/> Jul - Sep 2019 <input type="checkbox"/> Oct - Dec 2019 <input type="checkbox"/> Jan - Mar 2020 <input type="checkbox"/> Apr - Jun 2020 <input type="checkbox"/> Jul - Sep 2020 <input type="checkbox"/> Oct - Dec 2020
					<input type="checkbox"/> Jan - Mar 2021 <input type="checkbox"/> Apr - Jun 2021 <input type="checkbox"/> Jul - Sep 2021 <input type="checkbox"/> Oct - Dec 2021 <input type="checkbox"/> Jan - Mar 2022

7. Wages and business premises - Does the Borrower have any employees or rented / self-owned business premises? (Note 2)

Yes and relevant information is set out below:

(a)	Number of employees in Hong Kong (at the time of lodging the application for Facility to the Lender) (Note 4) :	Full-time staff : _____ Part-time staff : _____ (The Borrower agrees to update the number of full-time or part-time staff upon request by the HKMCI.)
(b)	Total amount of wages for 27 months (HK\$) (Note 11) :	(c) Earliest month of the latest statements and payment records of the employers' contribution to the Mandatory Provident Fund or Occupational Retirement Schemes and payroll records supported by bank statements (mm/yyyy) :
(d)	For rented business premises, Total amount of rents for 27 months (HK\$) (Note 11) :	(e) For rented business premises, Earliest month of the rental receipts (mm/yyyy) :
(f)	For self-owned business premises, 225% of the rateable value (HK\$) (Note 11) :	(g) For self-owned business premises, Month of the demand note for rates and Government rent (mm/yyyy) :

No and relevant information is set out below:

(h)	50% of the highest monthly net income during the period from January 2019 to March 2022 (HK\$) (Note 11) :		(i)	Month with the highest monthly net income during the period from January 2019 to March 2022 (mm/2019 or mm/2020 or mm/2021 or mm/2022) :	
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8. The Borrower confirms that the proceeds from the Facility are used to pay wages or rents or to provide general working capital for business operation of the Borrower (Note 2).

Agree
 Disagree

9. Has the Borrower applied to other lenders for any facilities under the 100% guarantee product of the Scheme (Note 2)?

Yes
 No

10. Information of the third party (other than the Personal Guarantor(s), shareholder(s), partner(s), or director(s) of the Borrower or its related companies, the Lender, any Government departments, any MPF Scheme or ORSO Scheme service providers, any regulators and public bodies) involved in preparing and submitting the information, declaration, supporting documents or application under the Scheme on behalf of the Borrower has been stated under Part A of the *100% Guarantee Product – Application Form – Supplemental Information Sheet* (Form SFGS102S(SP)). 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 will report any suspected illicit behaviour (e.g. producing false declaration or using false instrument) to law enforcement agencies ^(Note 2). Agree Disagree
11. The Borrower confirms that it will cooperate with the Lender and/or the HKMCI to provide further supporting documents and information, and for the Lender and/or HKMCI to verify documents and information from any source or in any manner as the Lender and/or the HKMCI may choose or deem appropriate ^(Note 2). Agree Disagree
12. Are any Personal Guarantor(s) of the Borrower (mentioned in this Application Form) or any director(s) of the Borrower also the shareholder(s) or the director(s) of other borrower(s) under the Scheme ^(Note 2)? Yes No

If yes, please specify the Company Name(s) and Business Registration Number(s) below:

(Please put the 8-digit Business Registration Number in “()” after the Company Name and use “;” as separator in case of more than one company, e.g. “ABC Limited (87654321); XYZ Co. Ltd (23456789)”.)

Company Name(s) (Business Registration Number(s)) :

13. Was there any change in controlling shareholders' shareholding (i.e. 30% or more of the voting shares) within 6 months prior to this loan application? If yes, please specify the reason(s) for the change ^(Note 2). Yes No

Reason(s) for the changes: *(Please attach supplementary sheet(s) if necessary.)*

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 HKMCI to consider this application, the Borrower confirms and undertakes to 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 HKMCI and (if any) reinsurers (including their respective related bodies) to verify or confirm such information, 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 guarantee to be granted by the HKMCI relating to the Facility and other related purposes, and any other purposes in connection with the business of the HKMCI or any of its related bodies (including its holding company, The Hong Kong Mortgage Corporation Limited); in this connection, the Borrower consents to and authorises any CRA to provide a copy of the Borrower's credit report directly to 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 HKMCI or the use of any such credit report by the HKMCI shall not be made the basis of any complaint, claim, suit, demand, cause of action or other proceeding against the CRA, 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 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 HKMCI to disclose any information relating to the Borrower under the Scheme to the Lender, for any purpose relating to this application, monitoring the performance of the Facility, conducting 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 Facility;
- (vi) the Borrower is not an affiliate ^(Note 5) 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 has business operation in Hong Kong and has been registered and remains duly registered for carrying on a business in Hong Kong under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong);
- (viii) the Borrower does not have any of its shares listed on The Stock Exchange of Hong Kong Limited (whether on its Main Board or the Growth Enterprise Market) or any similar exchanges in or outside Hong Kong;
- (ix) the Borrower hereby undertakes 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;
- (x) the Borrower shall use the Facility solely for the purpose specified in Part A I.8 of this Form;
- (xi) the Borrower shall not use any Facility, 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 5) to the Lender, including any SFGS guaranteed facilities granted to the Borrower by the Lender;
- (xii) as at the date of this application, no bankruptcy or winding up (as applicable) petition or proceedings or order has been made against the Borrower, and the Borrower has no outstanding default of more than 60 days ^(Note 12);
- (xiii) the information provided to the HKMCI and the Lender to determine whether the applicable maximum amount of facilities under the Scheme has been exceeded is true, accurate, up-to-date and complete, and such information will remain true and accurate on the Starting Date ^(Note 8) of the Facility;

- (xiv) the Borrower hereby undertakes to inform 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 Facility with interest within such time specified upon notification by 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 HKMCI and the Lender reserve the right to take any actions, including legal actions, deemed appropriate against the Borrower for furnishing false information;
- (xv) without prejudice to any rights and remedies that the Lender or the HKMCI may have, the Borrower acknowledges that the HKMCI may forthwith request the Lender to suspend the Facility, and the Lender shall act accordingly, in the event that the HKMCI is in the opinion that the Borrower is:
 - (a) in breach of any of the undertakings given in this application;
 - (b) in breach of any of the terms and conditions mentioned in the Acceptance of Conditions; or
 - (c) no longer in compliance with, or has not complied with any declaration in this application;
- (xvi) 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;
- (xvii) 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 HKMCI's request and/or in the course of dealing with the HKMCI, and each signatory will indemnify and hold the Lender 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;
- (xviii) 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 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));
- (xix) the Borrower hereby acknowledges that the interest rate of the Facility is floating and may change where there is a change of the rate of the underlying interest rate index (which may be Prime Rate quoted by the HKMC or the Lender's HKD Prime Lending Rate); and

- (xx) the Borrower hereby agrees and acknowledges that this application if approved, the Lender will immediately after the Facility is utilised, sell, transfer and assign the Facility, related guarantees and security (if any) in favour of The Hong Kong Mortgage Corporation Limited.

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 :

Please note that 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 HKMCI to further process the application.

Part B : TO BE COMPLETED BY THE PERSONAL GUARANTOR(S) ^(Note 6) / SOLE PROPRIETOR**Declaration of the Personal Guarantor / Sole Proprietor**

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 HKMCI to consider this application, I/we jointly and severally confirm and undertake to 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 III 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 HKMCI and (if any) reinsurers (including their respective related bodies) to verify or confirm such information, 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 guarantee to be granted by the HKMCI relating to the Facility and other related purposes, and any other purposes in connection with the business of the HKMCI or any of its related bodies (including its holding company, The Hong Kong Mortgage Corporation Limited); in this connection, I/we consent to and authorise any CRA to provide a copy of my/our credit report directly to 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 HKMCI or the use of any such credit report by the HKMCI shall not be made the basis of any complaint, claim, suit, demand, cause of action or other proceeding against the CRA, 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 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 Facility, conducting 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 Facility;
- (vi) as at the date of this application, no bankruptcy petition, proceedings or order has been made against me/us;

- (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 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 HKMCI and the Lender reserve the right to take any actions, including legal actions, deemed appropriate 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 Personal Guarantor(s) of the Borrower in relation to the Facility and have acted independently and free from any undue influence of any person;
- (x) 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 HKMCI has fully and unconditionally recovered all amounts paid to the Lender under the Scheme or unless and until the HKMCI otherwise consents in writing and shall not assert against the HKMCI any rights or remedies;
- (xi) I/we hereby declare and confirm 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 HKMCI's request and/or in the course of dealing with the HKMCI, and I/we will indemnify and hold the Lender 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) I/we hereby acknowledge receipt of, confirm that I/we have read and understood and consent to the "Personal Information Collection Statement of the HKMC Group" (which accompanies this Form or which has been provided by the Lender to me/us);
- (xiii) I/We acknowledge that any person signing this Declaration without ticking the box in the "Opting-out direct marketing contact and information - the HKMCI" section below will be regarded as consenting to the use and provision of his/her personal data for use in direct marketing; and
- (xiv) I/we hereby confirm, acknowledge and consent that this application if approved, the Lender will immediately after the Facility is utilised, sell, transfer and assign the Facility, related guarantees and security (if any) in favour of The Hong Kong Mortgage Corporation Limited.

Opting-out direct marketing contact and information - the HKMCI (Note 2)

- I, _____ (name of Personal Guarantor/Sole Proprietor) object to the HKMCI (i) using my personal data in direct marketing; and (ii) providing my personal data to the other persons for their use in direct marketing.
- I, _____ (name of Personal Guarantor/Sole Proprietor) object to the HKMCI (i) using my personal data in direct marketing; and (ii) providing my personal data to the other persons for their use in direct marketing.
- I, _____ (name of Personal Guarantor/Sole Proprietor) object to the HKMCI (i) using my personal data in direct marketing; and (ii) providing my personal data to the other persons for their use in direct marketing.
- I, _____ (name of Personal Guarantor/ Sole Proprietor) object to the HKMCI (i) using my personal data in direct marketing; and (ii) providing my personal data to the other persons for their use in direct marketing.

Please note that your choice above applies to the direct marketing of the classes of products, services and/or subjects as set out in the **"Use and Provision of Personal Data in Direct Marketing"** section of the **"Personal Information Collection Statement of the HKMC Group"**. Please also refer to the same section on the kinds of personal data which may be used in direct marketing and the classes of persons to which your personal data may be provided for their use in direct marketing.

To be completed by Personal Guarantor(s)

Name of Personal Guarantor		Identity Card No. / Passport No.	Equity Interest (%) in the Borrower (if any)	Signature
(English)	(Chinese)			
1.				
2.				
3.				
4.				

To be completed by Sole Proprietor

Name of Sole Proprietor		Identity Card No. / Passport No.	Signature
(English)	(Chinese)		

Please note that 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 HKMCI to further process the application.

Notes

Note 1 : The Lender shall require the Borrower to provide a copy of the Business Registration Certificate(s) (**BRC**) with each of the address(es) where the business is carried on, and the renewed BRC if the original one expires on or before the Starting Date of the Facility.

Note 2 : Please select as appropriate.

Note 3 : The Lender shall require the Borrower to provide documentary evidence (e.g. Form 1(a) of the Business Registration Office, Annual Return of the Companies Registry (Form NAR1)).

Note 4 : The number of employees/staff shall include individual proprietors, partners and shareholders actively engaged in the operation of the business; and salaried employees of the business, including full-time or part-time salaried personnel directly paid by the business, both permanent and temporary.

Note 5 : "**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 Guarantee Product Eligibility Criterion on "Use of 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 6 : 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 Facility and become a Personal 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 Personal Guarantors in relation to the Facility on a joint and several basis. Partner(s) who provide personal guarantee(s) in favour of the Lender in relation to the Facility or sole proprietor shall sign in Part B of this Form.

Note 7 : The Facility must be denominated in Hong Kong Dollars, and the Lender shall provide the Principal Amount of the Facility in Hong Kong Dollars in Part C II.2 of this Form.

Note 8 : The Starting Date means the date of Drawdown.

Note 9 : Please attach separate sheet if necessary.

Note 10 : The Lender shall require the Borrower to provide documentary proofs, such as statements of major bank account(s), (unconsolidated) audited financial statements of the Borrower (management accounts of the Borrower (only for limited companies with operating history less than 18 months or sole-proprietor or partnership and such accounts should be certified by the sole-proprietor, or a partner or a director (as the

case may be)).

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

Note 11 : The Borrower shall provide the following documentary proofs to support the recent two (2) months' wages payments made to full-time and, if applicable, part-time employees: (a) statements of bank account(s) showing wages payments, **and** (b) payment records of Mandatory Provident Fund (MPF) and, if applicable, Occupational Retirement Scheme (ORSO) with breakdown of relevant income of each individual employee.

The Borrower shall provide the following documentary proofs to support the recent two (2) months' rental payments made to the landlord: (a) the prevailing stamped tenancy agreement with the Borrower (or in the case of sole-proprietorship or partnership, the sole-proprietor or partner) as tenant; (b) official receipts of rental payments; (c) rental payment records supported by statements of bank account showing rental payments; and (d) business registration certificate(s) of all business premises. For business premises owned by the Borrower, the sole-proprietor, or the Personal Guarantor, the Borrower shall provide the demand note for rates and Government rent issued in any month within the last six (6) months prior to the submission of the Application Form.

For Borrower without both wages and business premises shall provide the following supporting documents for any financial year from 2019/2020 to 2021/2022: (a) statements of major operating bank account(s) for any quarter in the above financial years, **and** (b) (unconsolidated) audited financial statements covering such quarter, and/or (b) assessable incomes or profits (as the case may be) specified on the tax demand note(s) covering such quarter. The Lender may request the Borrower to provide the latest statements of major operating bank account(s), the latest available (unconsolidated) audited financial statements, and/or the latest tax demand note.

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

Note 12 : "**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 submission of this Form to the HKMCI**; or (b) in respect of any facility granted by the Lender, with reference to the Lender's records, external credit information searches (as appropriate).

Note 13 : Authorised signature(s) and company chop are required if the submission of this Form is by fax.

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 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