

## APPLICATION FORM FOR COVER IN RESPECT OF A MORTGAGE LOAN UNDER THE MORTGAGE INSURANCE PROGRAMME

「按揭保險計劃」按揭貸款申請書 Form MIP 201905

Applicant(s) (the "Applicant") who is/are the intending mortgagor(s) of the property (the "Property"), together with the co-borrower(s) and/or the guarantor(s) who make(s) an application hereunder jointly with the mortgagor(s), should complete this Application Form in English, with assistance provided by the intending lender (the "Lender"). (The term "Lender" means the "Insured" as defined in the Operational Manual of the Mortgage Insurance Programme operated by HKMC Insurance Limited (the "HKMCI") or, in the event that the Lender chooses to insure the mortgage loan with a mortgage insurer other than the HKMC, such mortgage insurer is known as the "Insurer", as defined in the Master Mortgage Insurance Policy which the Lender has entered into with the Insurer). Please complete this Application Form by marking " " in the optional boxes and deleting the inappropriate parts denoted by "\*".

擬作為物業(下稱「該物業」)抵押人的申請人(等)(下稱「申請人」).須聯同一起提出申請的聯名借款人(等)及/或擔保人(等).在擬貸款人(下稱「貸款人」)的協助下以英文填寫此申請書。(「貸款人」乃香港按證保險有限公司(下稱「按證保險公司」)為其「按揭保險計劃」所制定的《營運手冊》中所訂明為「受保人」的一方。或在貸款人就按揭貸款選擇以按揭證券公司以外的按揭承保人投保的情況下此按揭承保人稱為「承保人」.在貸款人與承保人所簽訂的《按揭保險綜合保單》中所訂明)。填寫此申請書時.請於適當的選擇方格內劃上「✓」號.及在註有「\*」號的位置刪去不適用的部分。

[Note: Fields marked with "#" are not applicable to Obligor 1 where it is a company limited by shares ("shelf company") and the loan is a "Non Owner-Occupied Property Loan"].

[附註: 註有「#」 號的填寫欄並不適用於債務人一·如債務人一為股份有限公司(下稱「空殼公司」)而貸款屬於「非自住用途之物業按揭貸款」。]

# OBLIGORS<sup>(a)</sup>債務人(等)

	OBLIGOR 1 債務人一			GOR 2 <sup>强人二</sup>	OBLIGOR 3 債務人三		
Have you ever been a borrower/co-borrower of mortgage loan(s) under the Mortgage Insurance Programme?	☐ Yes 是	□ No 否	□ Yes 是	□ No 否	☐ Yes 是	□ No 否	
ドラム 「按掲保險計劃」下之按掲貸 款借款人/聯名借款人?							
Have you ever been an owner or co-owner of any residential property in Hong Kong in the 5 years preceding the Date of the Provisional Sale and Purchase Agreement?	☐ Yes 是	□ No 否	□ Yes 是	□ No 否	□ Yes 是	□ No 否	
於臨時買賣合約簽署日期前的 5 年內, 閣下曾否於香港擁有或與 其他人共同擁有任何住宅物業?							
	□ Borrower <sup>(b)</sup> 借款人	□ Mortgagor <sup>(b)</sup> 抵押人	□ Borrower (b) 借款人 □ Guarantor 擔保人	□ Mortgagor (b) 抵押人	□ Borrower (b) 借款人 □ Guarantor 擔保人	☐ Mortgagor <sup>(b)</sup> 抵押人	
Surname / Company Name 姓氏/公司名稱 Given Name <sup>#</sup> 名字 <sup>#</sup>							
Other Name <sup>#</sup> 別名 <sup>#</sup>							
HKID or Passport Number <sup>#</sup> 香港身份證或護照號碼 <sup>#</sup> Passport Issue Country 護照簽發國家							

Further details of Obligor 1 (applicable only to a Non Owner-Occupied Property Loan and where Obligor 1 is a shelf company) 債務人一的詳細資料只適用於「非自住用途之物業按揭貸款」而債務人一為空殼公司 **Business Registration** Company Number: Number: 公司編號: 商業登記號碼: Place of Incorporation □ HK 香港
□ Other 其他:\_\_\_ Date of Incorporation: (Y) (D) (M) 成立地點 (日) (月) (年) 成立日期: Registered Office: 註冊辦事處地址: Business activities other than □ No 否 ☐ Yes 有 property holding and letting 從事持有及出租物業以外之商 Please specify (if yes): 業活動 請註明(如有) Marital Status#: ■ Single 單身 ■ Single 單身 ■ Single 單身 ■ Married 已婚 ■ Married 已婚 ■ Married 已婚 婚姻狀況#: ■ Others 其他 ■ Others 其他 ■ Others 其他 Current Home Address#: 現居住址#: ■ Self-owned □ Rented ■ Self-owned □ Rented ■ Self-owned Rented 和用 白置 和用 和用 白置 白置 Mortgaged ■ Other 其他 Mortgaged ☐ Other 其他 Mortgaged ■ Other 其他 已按揭 已按揭 已按揭 Please specify: Please specify: Please specify: 請註明: 請註明: 請註明: If Rented/Mortgaged, Monthly Payment\*: 如租用/已 按揭,每月繳付租金/按揭供款 額#: Years of residing#: Month(s) Month(s) \_Year(s) Year(s) Year(s) Month(s) (年) (月) (年) (月) (年) (月) 居住年期#: ■ Yes 有 ☐ No 否 ☐ No 否 ■ Yes 有 Owning other properties: ■ Yes 有 ☐ No 否 Please state: Please state: Please state: 擁有其他物業: 請註明: 請註明: 請註明: Address: Address: Address: 地址: 地址: 地址: Mortgage Mortgage Mortgage payment if any: payment if any: payment if any: 按揭供款額 按揭供款額 按揭供款額 (如有): (如有): (如有): Occupant: Occupant: Occupant: 住客: 住客: 住客: Telephone Numbers#: (Home) (Home) (Home) 電話號碼#: (住宅) (住宅) (住宅) (Office) (Office) (Office) (辦公室) (辦公室) (辦公室) (Mobile) (Mobile) (Mobile) (手提) (手提) (手提)

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05/2019

Date of Birth <sup>#</sup> : 出生日期 <sup>#</sup> :		(D)	(M)		(D)	(M)		(D)	(M)	,, ,
		(日)	(月)	(年)	(日)	(月	) (年)	(日)	(月	(年)
Relationship with Oblig 與債務人一之關係 <sup>#</sup> :	or 1 <sup>#</sup> :									
Occupation & Position <sup>#</sup> 職業及職位 <sup>#</sup> :	:									
Employment Type <sup>#</sup> : 職業類別 <sup>#</sup> :		□ Regular sala □ Non-regular □ Self-employ 自僱(專業 □ Self-employ 自僱(非專 □ Others 其他	salari ed (pr 美人士 ed (no 專業人	ed 非固定收入 ofessional) ) on-professional)	□ Self-employ 自僱(專業	salar ed (pr 人士 ed (no 專業人	ied 非固定收入 rofessional) ) on-professional)	□ Self-emplo 自僱(專	ar salar oyed (pr 業人士 oyed (no 專業人	ried 非固定收入 rofessional) : ) on-professional)
Name of Current Emplo 現僱主名稱 <sup>#</sup> :	oyer <sup>#</sup> :									
Office Address/Registe Office (for shelf compa only):										
工作地點										
Duration of Current Employment <sup>#</sup> : 現職年期 <sup>#</sup> :			r(s) (≡)	Month(s) (月)	<u></u>	ır(s) _ Έ)	Month(s) (月)		ear(s) _ (年)	Month(s) (月)
Monthly Salary <sup>#</sup> : 月薪 <sup>#</sup> :										
Previous Employment current employment is than 1 year) #: 前職(如现少於1年)#:	less									
Duration of Previous		Year	(s)	Month(s)	Yea	r(s) _	Month(s)	Ye	ar(s) _	Month(s)
Employment <sup>#</sup> : 前職年期 <sup>#</sup> :		(2)	筆)	(月)	2)	筆)	(月)		(年)	(月)
Other Regular Monthly Income: 其他固定之每月收入:										
Details of all Debts <sup>(c)</sup> : 所有債務之詳情 <sup>(c)</sup> :		Nature and Outstanding Amou 性質及尚欠金額		Monthly Repayment 每月還款	Nature and Outstanding Amou 性質及尚欠金		Monthly Repayment 每月還款	Nature and Outstanding Am 性質及尚欠金	<u>nount</u>	Monthly Repaymen 每月還款
						_ ·			<u> </u>	
PROPERTY 該物	業									
Mortgage Type: 按揭類別:		st Legal Charge 一法律押記	(FLC		table Mortgage ( 法按揭	EM)				
物業地址:			樓層: _	Block B	·		Building 大廈名稱:			
	Appurter 附屬物:				Car park 車位:	spac				
	Estate / 屋苑/地	DD Lot No.: 段編號: <u> </u>			Street: 街道:					
	District #	也區:			HK/KLN/NT* 香港/九龍/新界*					
,	Village F	louse 村屋 □	l Yes	是 □ No 否						

Name of Developers (I 發展商名稱(只適用			Consent Scheme (For EM only): ☐ Yes 是 ☐ No 否 預售樓花同意書(只適用於衡平法按揭):				
Area: 面積:	(Gross) (建築)	_(ft²) (平方呎)	(S ()	aleable) 實用)	(ft²) (平方呎)		
Purchase Price: 購入價:	\$		Age of Property: 樓齡:	(years) (年)			
			Building Completion D 落成日期(只適用於		(Date/Month/Year) (日 / 月 / 年)		
Cash rebate: 現金回贈:	\$		Offered by Devel 提供者 發展i	loper ☐ Intermedia 商 中介人	ary		
Value of other incentives: 其他優惠價值:	\$	_	Others, please specify 其他·請註明:	/:			
Net Purchase Price: 淨購入價:	\$						
To be occupied by : 將 作為右列債務人之 居 所 :	(Not applicable to a Non O (不適用於「非自住用途之						
(Please note paragraphs 8(b) and 18 of the "Declaration") (請留意「聲明書」第 8(b)及 18 段)	Obligor 1: YES 是 / NO 否* 債務人一:		Obligor 2:YES 是 債務人二:	!/ NO 否*	Obligor 3: YES 是/NO 否* 債務人三:		
Details of tenancy agreement (if any) 租賃合約的詳情(如	(Applicable only to a Non (只適用於「非自住用途之			ı)			
有)	Monthly rent \$ 每月租金收入	<u>—</u>					
	For a period of 租賃年期	year(s	)				
	commencing on 生效日期		_(Date/Month/Year) an (日 / 月 / 年)  及				
	expiring on 屆滿日期		Month/Year) 月 / 年)				
Date of Provisional Sale & Purchase Agreement: 臨時買賣合約簽署日期:	(Date/Mol (日 / 月 / <sup>2</sup>		Expected drawdo 預計提取貸款日		(Date/Month/Year) (日 / 月 / 年)		

Appraisal Value of Property: 物業估值:	\$				By ∉	[		Internal Quali 內部合資格/ Internal Value 內部合資格 External Qua 外聘合資格	古價師 er + Ve 估價師 lified V	rbal Chec + 外聘合 aluer			
							_					Ref. :	
						價師代號		non			直參考約		
					估	價公司名	iiii i稱	pany : :					
Date of Valuation: 估值日期:			_ (Date/Month/Y (日 / 月 / 年)	ear)									
Fire Insurance: (for First Legal Charge only) 火險(只適用於第一法 律押記)		ividual (self- 別(自行安排				dual (ban 銀行安排		rranged)		Block 大廈		Master 綜合	
MORTGAGE LO	AN 按	喝貸款											
Loan Amount: 貸款金額:		\$			Loan-to-value ratio (excluding financed Premium): 按揭成數 (不包括以貸款支付保費的金額):				保費	%			
						ı-to-value l成數門檻		reshold:		having o	utstand  於債務	oplicable to ing mortgag 务人擁有才	
Refinancing Loan:		YES 是 /	NO 否*										
轉按貸款:		If YES, current outstanding pri 如是.現時之本金結欠金額:				ncipal balance: \$							
		For Cash-out Refinancing Loal 只適用於「再融資按揭貸款」											
		Cash-out Amount: \$ 再融資貸款金額:			Date of Formal S&P Agreen 正式買賣合約之簽署日期:				Agreem 肾日期:	ent :			
		Intended Purpose (for referen 用途(僅供參考):			ce only):								
			ne decoration 号裝修			Educatio 教育	n						
			t consolidation 8合併					please specif 注明性質:	y the na	ature:			
		☐ Pure 購物	chase of goods					ase specify the 主明性質:	nature	):			
Gross Mortgage Rate: 按揭利率:								he Insured (i.e 現金回贈	e. Bank)	) \$			

Rate:	or Floating Interest 或浮動利率:	□ Fixed - Term of F 定息年期	Fixed Into	erest Rate:		vears) (年)	
		Floating : 浮動利率:		Fixed Term 固定年期		Fixed Instalment P 固定供款	ayment
Length Period 供款名		Mo	onths (Mo (伊	onthly/Bi-weekly* Ri 共款週期: 每月/每	epayment) :雙周*)		
Amour 供款s	nt of Instalment Payment ( 金額(本金+利息)	Principal + Interest): \$		(excludii (不包持	ng any finai 舌以貸款す	ncial premium) 5付保費的金額)	
Premiu	nge Insurance um: 呆險保費:	□ Single 一次性支	付		☐ Annu	ual 按年支付	
	Premium Rate: 保費收費率:	9	%		Initial: 首年:		_%
					Renewa 每年續個	l: 呆:	_%
	Premium Amount: 保費金額:	\$			Initial: 首年:	\$	
					Renewa 每年續條	l: \$ 呆:	
	Premium" to be financed by	YES是/NO否*					
the Loai 以貸款	n. 支付一次性保費	If YES, Total Loan Re如是·總貸款金額:	equested	: \$			
Total Ar Paymer 總供款		\$		_ (including the fination) (包括以貸款支付金額。)	•	•	
	Premium Refund Policy 图回保費安排並不適用於		the follo	wing types of mor	tgage loan	<u>!</u>	
(i)	Loan with loan-to-value r 按揭成數達 90%以上之	atio above 90%; 貸款;					
(ii)	Cash-out Refinancing Loan; 「再融資按揭貸款」;						
(iii)	Loan with tenor exceedin 貸款年期超過 30 年之貸						
(iv)	Non Owner-Occupied Pro 「非自住用途之物業按						
(v)	Loan with mortgage insul以按年形式支付按揭保		e annuall	y.			

Please refer to the Lender for further details (including the percentage of refund amount) of the Premium Refund Policy. 有關退回保費安排之詳情(包括退款金額之比率)·請向貸款人查詢。

# DECLARATION(d) 聲明書

(In this Declaration, unless otherwise specified, (a) all references to an entity shall include its successors and assigns; (b) all references to the "related bodies" of an entity shall mean the agents, contractors, service providers and other relevant third parties of that entity; and (c) all references to a document shall include any subsequent amendment or supplement thereto from time to time)

(在本聲明書中,除另有所指外,(a) 所有對任何實體的提述包括其承繼人及受讓人; (b) 所有對任何實體的「相關機構」的提述 是指有關實體的代理人、合約承包商、服務提供者及有關其他第三者;及(c) 所有對任何文件的提述包括其後對該文件作出的修 訂或補充)

To each of the Lender, the HKMCl or Insurer and, in respect of paragraphs 12 and 13 below, to TransUnion Limited and/or any other credit reference agencies in Hong Kong (collectively the "CRA"):

致貸款人、按證保險公司或承保人,以及就下文第 12 及 13 段,致環聯資訊有限公司及/或在香港之任何其他信貸資料服務機構(統稱「信貸資料服務機構」):

Each of the Obligors hereby agrees, declares, confirms and acknowledges as follows:

各債務人謹此同意、聲明、確定並確認以下事項:

- 1. The information in this Application Form and any documents attached herewith or provided by any of the Obligors in relation to this application is true, correct, updated and complete, and each of the Obligors hereby authorise the Lender, the HKMCl or Insurer and/or the mortgage reinsurers in relation to the mortgage insurance cover in respect of the loan under this application (including their respective related bodies) to verify or confirm the same, directly or indirectly or through the CRA or from any source or in any manner as they may choose or deem appropriate.
  - 各債務人在本申請書及任何附帶文件內所載或任何債務人就本申請提供之資料均屬真實、正確、最新和完整的。各債務人謹此授權貸款人、按證保險公司或承保人及/或與關乎根據本申請所作貸款的按揭保險有關的按揭再保險公司,可按其選擇直接、間接或透過信貸資料服務機構或任何其他途徑或形式,以其選擇或認為適當的方法,加以核實或確認有關資料。
- 2. The signature of each of the Obligors (other than Obligor 1 if it is a shelf company) on this Application Form is the same as on the relevant bank account(s) maintained with the Lender and (for Obligor 1 if it is a shelf company) the authorised signatory(ies) of Obligor 1 has/have been duly authorised to operate the relevant bank account(s) maintained with the Lender and his/her/their signature(s) is/are the same as that/those provided to the Lender.
  - 各債務人(若債務人一為空殼公司除外)在本申請書上之簽署式樣與其於貸款人處開立之相關銀行帳戶之簽署式樣相同 。債務人一(若債務人一為空殼公司)的授權簽署人已獲正式授權可處理於貸款人處開立之相關銀行賬戶,而其簽署式樣與提供予貸款人之簽署式樣相同。
- 3. The use of the loan under this application is subject to the terms and conditions set out in this Application Form, the facility letter and/or the terms and conditions of the loan as the Lender may stipulate and provide to each of the Obligors prior to the signing of such facility letter. 根據本申請所作出貸款的用途乃受本申請書、授信函及/或在簽署該授信函前貸款人訂定及發予各債務人之貸款條款及細則所規範。
- 4. None of the Obligors (other than Obligor 1 if it is a shelf company), for the past 8 years, (save and except as disclosed in this Application Form), has been declared bankrupt or is the subject of any judgment or legal proceedings in relation to any insolvency matters in the courts/tribunals of Hong Kong.
  - 除已於本申請書內作披露·各債務人(若債務人一為空殼公司除外)在過去 8 年並未曾被宣告破產亦未曾涉及由香港法院/審裁處所判決或處理的任何有關無力償還債務之裁決或法律訴訟。
- 5. Where Obligor 1 is a shelf company, no winding up or similar proceeding has ever been commenced or is currently pending against Obligor 1 and that the shareholder(s) of Obligor 1 has/have not resolved for its dissolution.
  - 如債務人一為空殼公司·其從未被清盤或被提出類似之法律程序·目前亦沒有針對債務人一的待決清盤或類似之法律程序·而債務人一之股東(等)也沒有通過決議將其解散。
- 6. None of the Obligors, for the past 7 years:

各債務人在過去7年:

- (a) has been a mortgagor or borrower under any legal charge/mortgage of any property in Hong Kong in respect of which the mortgagee powers have been exercised; or
- 並未就任何有關在香港的物業的法定押記/按揭作為抵押人或借款人,而該法定押記/按揭下抵押權人的權力已被行使。
- (b) has been involved in any judgment or legal proceedings in relation to any debt related matters commenced by any financial institutions in the courts/tribunals of Hong Kong.
- 並未曾涉及由香港法院/審裁處所判決或處理的任何有關金融機構提供的債務之裁決或法律訴訟。
- 7. Where Obligor 1 is a shelf company, all corporate and other actions have been taken to authorise the authorised signatory(ies) of Obligor 1 to sign this Application Form and any other documents and to do such acts and things as may be necessary for the purpose of this application for and on behalf of Obligor 1.
  - 如債務人一為空殼公司,其已執行所有公司及其他行動以授權其授權簽署人代表債務人一簽署本申請書及任何其他文件,以及代表債務人一為本申請辦理所需之手續及事項。
- 8. In respect of the Property:

就該物業而言:

(a) the down payment for the purchase of the Property was paid by the Obligor(s) from his/her/its/their own source (or where Obligor 1 is a shelf

company, from the equity or loan capital from its shareholder(s)) and that such down payment was not financed by any loan or banking/credit facility provided by any third party (other than shareholder's equity or loan referred to above); and

該物業的首期是以債務人(等)的資產支付(若債務人一為空殼公司‧則從其股本金或股東(等)之借貸資本支付)‧而並非任何第三者提供的貸款或銀行融資/信貸安排(上述之股本金或股東借貸資本除外)支付;及

- (b) where it is indicated in this Application Form that the Property will be occupied by any one or more of the Obligors, each of the relevant Obligor(s) shall be deemed to have made an express declaration that he/she intends to occupy and continue to occupy the Property, and any change in the occupancy status of the Property shall be forthwith reported to the Lender.

  如於本申請書中標明該物業將作為任何一個或多於一個債務人之居所,則各有關債務人將被視作已就其打算及持續居住於該物業作出
  - 明確聲明。如該物業的居住情況有任何改變應立即向貸款人申報。
- 9. Save and except as disclosed herein, none of the Obligors has obtained any mortgage loans in relation to any other properties in Hong Kong which is still outstanding.
  - 除已於本申請書中作披露,各債務人並無就任何其他在香港的物業取得按揭貸款,而該按揭貸款尚未完全清還。
- 10. Each of the Obligors understands and agrees that the Lender will obtain mortgage insurance from the HKMCl or Insurer at the Lender's sole discretion for the Lender's own protection, interest and benefit and, for such purposes, each of the Obligors hereby authorises the Lender to, for and on behalf of each of the Obligors, provide documents and information and to make representations and/or statements to the HKMCl or Insurer, for an on behalf of each of the Obligors, in relation to its application for such mortgage insurance by adopting, using and/or relying on the documents, information, statements and representations given/made in this Application Form (including but not limited to this Declaration). 各債務人明白及同意貸款人可自行酌情決定就其自身之保障、權益及利益向按證保險公司或承保人申請按揭保險。為此,各債務人謹此授權貸款人採納、使用及/或依據本申請書內提供/作出的文件、資料、陳述及聲明(包括但不限於本聲明書),就其按揭保險申請,代表各債務人,向按證保險公司或承保人提供文件及資料,以及作出聲明及/或陳述。
- 11. The use of the loan which may be granted by the Lender under this application is subject to the terms and conditions of the Master Mortgage Insurance Policy (the "Policy") for the Lender's own protection, interest and benefit. Notwithstanding that the Obligor(s) is/are required to pay the Lender an amount equal to the premium payable by the Lender for the mortgage insurance cover provided to the Lender by the HKMCI or Insurer pursuant to the Policy, the Policy is for the sole and exclusive benefit of the Lender, and that none of the Obligors shall be deemed to be a party to it, or a beneficiary of it, and that no payment made under the Policy to the Lender shall affect or reduce the Lender's rights of remedy against any of the Obligors in the event of default of the loan.

貸款人擬根據本申請所批出貸款的用途須受貸款人就其自身的保障、權益及利益簽定之《按揭保險綜合保單》內之條款及細則約束。儘管債務人(等)須向貸款人繳付一筆相等於貸款人就按證保險公司或承保人根據《按揭保險綜合保單》對其提供按揭保險向按證保險公司或承保人支付保費的金額、貸款人乃《按揭保險綜合保單》之唯一受益人、任何債務人均不會被視為《按揭保險綜合保單》下的合約一方或受益人。而根據《按揭保險綜合保單》向貸款人支付的任何款項將不會影響或減少貸款人因債務入違約而擁有之索償權。

12. Each of the Obligors (other than Obligor 1 if it is a shelf company) hereby authorises the HKMCI or Insurer:

各債務人(若債務人一為空殼公司除外)謹此授權按揭證券公司或承保人:

to obtain, on his/her behalf and within 90 days from the day of signing of this Application Form by the relevant Obligor, a copy of his/her credit report from the CRA for the purposes of mortgage insurance cover to be granted by the HKMCI or Insurer relating to the Property and other related purposes, and any other purposes in connection with the mortgage related business of the HKMCI, or its parent company, The Hong Kong Mortgage Corporation Limited (the "HKMC") or Insurer, including without limitation the purchase of mortgage portfolio by the HKMC or Insurer and the administration thereof, and in this connection consents to and authorises the CRA to provide a copy of the credit report directly to the HKMCI or Insurer without having first sent him/her a copy for review.

在相關債務人簽署本申請書起計的 90 日內·代表其向信貸資料服務機構取得其信貸報告·用作按證保險公司或承保人就該物業提供按揭保險及其他相關用途·以及與按證保險公司或其母公司--香港按揭證券有限公司(下稱「按揭證券公司」)或承保人按揭業務相關的其他用途·包括但不限於按證保險公司或承保人購買按揭貸款組合及有關管理。為此·各債務人同意及授權信貸資料服務機構直接向按證保險公司或承保人提供有關信貸報告·而毋須事先將信貸報告文本給予有關債務人審閱。

- 13. Each of the Obligors (other than Obligor 1 if it is a shelf company) hereby agrees and acknowledges to the CRA that the provision of any credit report by the CRA to the HKMCI or Insurer or the use of any such credit report by the HKMCI or the HKMC or Insurer shall not be made the basis of any complaint, claim, suit, demand, cause of action or other proceeding against the CRA by him/her or any third party, and further agrees that a copy or an electronic record of this Application Form bearing the signatures of the relevant Obligors shall, for the purpose of paragraph 12 above and this paragraph, have the same effect as if it were the original thereof.
  - 各債務人(若債務人一為空殼公司除外)謹此向信貸資料服務機構確定及確認,信貸資料服務機構向按證保險公司或承保人提供任何信貸報告或按證保險公司或按揭證券公司或承保人使用該信貸報告,並不會構成債務人或任何第三者向信貸資料服務機構提出任何投訴、索償、訴訟、要求、起訴緣由或其他法律程序之原因。各有關債務人並進一步同意載有其簽名之本申請書副本或電子紀錄,就上文第 12 段及本段而言,均與正本具相同效力。
- 14. The loan in relation to which this application is made will be secured by an equitable mortgage or a first legal charge/mortgage over the Property. 本申請之相關貸款將會以該物業之衡平法按揭或第一法律押記 /按揭作償還保證。
- 15. The Lender, the HKMCl or Insurer and the mortgage reinsurers will rely on the information contained herein to approve this application and the relevant application for mortgage insurance / reinsurance covers and each of the Obligors has a continuing obligation to amend or supplement the information/documents provided in this application if any of the material facts which each of the Obligors has disclosed herein should change prior to the drawdown of the loan herein applied for.

貸款人、按證保險公司或承保人及再保險公司將依據本申請書所載的資料審批此申請。如於提取貸款前任何債務人於本申請書披露的重要 資料有任何改變,有關債務人有持續性的責任對有關資料及文件作出修訂及補充。

- 16. In the event any payments on the loan under this application become delinquent, the Lender may, in addition to all rights and remedies, report the name(s), account(s) and other information of each of the Obligors to the CRA either by itself or through its relates bodies; 若申請之貸款出現拖欠情況・貸款人除既有之權利及補償外・可自行或通過其相關機構向任何信貸資料服務機構呈報各債務人之姓名、帳
  - 戶及其他資料。
- 17. Each of the Obligors will provide further information and furnish other documents as the Lender and the HKMCI or Insurer may require from time to time, failing which the grant of loan may be cancelled.
  - 各債務人須按貸款人及/或按證保險公司或承保人不時要求提供進一步資料及其他文件,否則有關貸款可能會被取消。
- 18. By making any intentional or negligent misrepresentation(s) or false declaration, providing false information and/or omitting to provide relevant information in connection with this application, each of the Obligors (and, if relevant, the shareholders, directors and/or authorised representatives of Obligor 1 if it is a shelf company) may incur civil and/or criminal liability. In addition, the application for the loan or the mortgage insurance cover may be rejected and, if granted, the Lender and the HKMCI or Insurer reserve the right to cancel the loan and the mortgage insurance cover or, if considered appropriate, impose additional premium or conditions thereon.
  - 如債務人就此申請(不論故意或疏忽)作出任何失實陳述或虛假聲明、提供虛假資料及/或漏報相關資料,有關債務人(若債務人一為空殼公 司・則指有關股東、董事及/或授權代表)或會招致民事及/或刑事法律責任。此外・本貸款或按揭保險申請可能會被拒絕。如申請已獲審 批,貸款人及按證保險公司或承保人保留取消貸款及按揭保險之權利,或在適當情況下,徵收額外保費或附加額外條件。
- 19. Each of the Obligors shall keep the Lender informed of any change of facts or circumstances which may render any information, statements, representations and/or particulars given hereunder, incorrect or untrue before the drawdown and each of the Obligors understands the nondisclosure of any such facts or circumstances may amount to making intentional or negligent misrepresentation(s) and/or providing fraudulent information as mentioned in paragraph 18 above.
  - 如於提取貸款前就任何事實或情況出現變化而可能導致本申請書內所載之任何資料、陳述、聲明及/或詳情變為不正確或失實,債務人必 須向貸款人通報。各債務人明白若未有對任何該等事實或情況作出披露將構成上文第 18 段所述是故意或疏忽而作出的失實陳述及/或提供 虚假資料。

Additional Declaration and Undertaking in relation to a Non Owner-Occupied Property Loan 有關「非自住用途之物業按揭貸款」的附加聲明及承諾

- 20. In respect of a Non Owner-Occupied Property Loan and where Obligor 1 is a shelf company, each of the Obligors hereby agrees, declares, confirms, acknowledges and undertakes that:
  - 就「非自住用途之物業按揭貸款」而言・如債務人一為空殼公司・各債務人謹此同意、聲明、確認及承諾:
  - (a) Obligor 1 is not and will not at the time of drawdown of the loan be engaged in any business activities other than the holding of the Property and the letting thereof; and 除持有及出租該物業外、債務人一沒有並不會在提取貸款時從事任何商業活動;及

  - the relevant mortgage will be registered with the Hong Kong Companies Registry (for Hong Kong incorporated company) or that other similar registration will be completed (for foreign incorporated company) within the applicable time limit, and documentary evidence of any such registration shall be provided to the Lender and/or the HKMCI or Insurer within a reasonable time.
    - 有關按揭將於適用期限內於香港公司註冊處(如為香港註冊公司)或其他類似註冊處(如為海外註冊公司)登記,任何此類登記之文 件證據須於合理時間內提交予貸款人及/或按證保險公司或承保人。

## Handling of Personal Data 有關個人資料的處理

21. In relation to personal data and any other information provided on any other person(s) other than the Obligors (if any), the relevant Obligor(s) hereby represent(s) and warrant(s) that he/she/they have obtained the consent of, and is/are duly authorised by, such person(s) to disclose such personal data and information to the Lender and the HKMCl or Insurer in this Application Form or in any other document, media, record or forms submitted or to be submitted to the Lender, the HKMC and the HKMCI or Insurer, and to provide the acknowledgement, agreement and authorisation referred to in this Declaration on his/her behalf, and for such personal data and information to be provided to the HKMCI or Insurer by the Lender in connection with the application for the loan and the mortgage insurance / reinsurance covers, and that the Lender and the HKMCl or Insurer may rely on such acknowledgement, agreement and authorisation referred to in this Declaration as if it is given directly by such individual to the Lender and the HKMCI or Insurer.

有關債務人所提供的任何其他人士(債務人除外)的個人資料及其他信息(如有)、債務人在此聲明及保證他/她/他們已經取得該位人 士的同意及授權向貸款人及按證保險公司或承保人披露此申請表、已向或將向貸款人、按揭證券公司及按證保險公司或承保人提交的任 何其他文件、媒介、紀錄或表格所載的有關資料,並代該位人士提供在本聲明書中提述的確認、同意及授權,以及由貸款人向按證保險 公司或承保人提供該等資料作為處理是次申請貸款及按揭保險/再保險之用,而貸款人及按證保險公司或承保人可倚賴本聲明書中提述的 該等確認、同意及授權・猶如由該位人士直接向貸款人及按證保險公司或承保人確認、同意及授權一樣。

22. For the purpose of the Lender's application for the mortgage insurance / reinsurance covers, the Obligor(s) hereby authorise(s) the Lender to provide information (including documents) and to make representations and statements to the HKMCI or Insurer based on and relying upon the documents, information, representations and statements given/made by the Obligor(s) in this Application Form (including his/her/their personal data).

為著貸款人的按揭保險/再保險申請,債務人謹此授權貸款人,根據並倚賴債務人在本申請書內所提供/作出的文件、資料、陳述和聲明 (包括他/她/他們的個人資料) · 向按證保險公司或承保人提供資料(包括提供文件) 和作出陳述及/或聲明。

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23.	relation to the Per- Obligor(s) and to e use, disclosure and 債務人已閱讀及印 及通過債務人提供	sonal Data (I each individua I transfer by t 用白貸款人有 共個人資料的	Privacy) Or al whose pe he Lender o 關《個人 每位個別	rdinance (which accon ersonal data may be p of his/her/their persona 資料(私隱)條例》	npanies this Approvided throug al data in the ma 的收集個人資 收集個人資料	oplication I n the Oblig anner set o 料聲明內	n collection statement Form or which has be gor(s)) and hereby cor out in the Lender's PIC 容(其隨本申請書附 並謹此同意貸款人	een provided by asent(s) to the o S. 上或已經由貸	y the Lender to the collection, handling, 款人提供予債務人
24.	and/or the HKMCI (Privacy) Ordinance 即使本申請下的貸	or Insurer (as e even if the I t款不獲貸款	applicable oan under 人批核,1	e) for records in accord this application is not a	dance with their approved by the 公司或承保人	respective Lender. (如適用)	elation to this application to this application to the data/document retent 仍可按照其資料/文件原用)	tion policies and	d the Personal Data
I / rel	we understand tha evant information claration and □ a	at by making in connectio gree / □ do	any intent on with thi not agree	tional or negligent m s application, I / we i to the above:	isrepresentation	on(s) and/ l and/or c	第 4 段項下聲明之附 or providing false inf riminal liability. I / w 意或疏忽)·本人/我們	ormation or or re have read th	mitting to provide ne content of this
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	tnessed by: 證人:			Witnessed by: 見證人:			Witnessed by: 見證人:		

Full Name 姓名:

Position 職位: Date 日期:

Full Name 姓名:

Position 職位:

Date 日期:

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Full Name 姓名:

Position 職位:

Date 日期:

## Declarations to the HKMCI (applicable to mortgage loan to be insured by the HKMCI)

向按證保險公司作出之聲明 (適用於由按證保險公司承保之按揭貸款)

In addition to the declarations in paragraphs 1 – 24 above, the Obligor(s) hereby agree(s), declare(s), confirm(s) and acknowledge(s) as follows: 除上述第 1 – 24 段的聲明外,債務人在此同意、聲明、確認及知悉以下事項:

A. The Obligor(s) and each individual whose personal data may be provided in relation to this application has(have) read and understand(s) the contents of the personal information collection statements of the HKMC and its subsidiaries in relation to the Personal Data (Privacy) Ordinance (which accompanies this Application Form or which has been provided by the Lender to the Obligor(s) and to each individual whose personal data may be provided through the Obligor(s)) (HKMC Group PICS) and hereby consent(s) to the HKMCI's collecting, obtaining, handling, use, disclosure and transfer of his/her/their personal data in the manner set out in the HKMC Group PICS, and confirm(s) that the consent of such individual whose personal data provided or to be provided has been obtained to provide the acknowledgement, agreement and authorisation referred to in this Declaration to the HKMCI on his/her behalf and that the HKMCI may rely on such acknowledgement, agreement and authorisation as if it is given directly by such individual to the HKMCI.

債務人及就本申請提供個人資料的每位個別人士已閱讀及明白按揭證券公司和其附屬公司有關《個人資料(私隱)條例》的收集個人資料聲明內容(隨本申請書附上或已經由貸款人提供予債務人及通過債務人提供個人資料的每位個別人士)(「按揭證券公司集團的收集個人資料聲明」),並謹此同意按證保險公司可根據按揭證券公司集團的收集個人資料聲明所述的方式收集、取得、處理、使用、披露及轉移他/她/他們的個人資料,並確認取得已提供或將會提供個人資料的該個別人士的同意,代該人提供在此聲明中提述的確認、同意及授權,而按證保險公司可倚賴該等確認、同意及授權,猶如由該人直接向按證保險公司確認、同意及授權一樣。

B. The original (as well as copies) of this Application Form and all documents provided in relation to this application may be retained by the Lender and/or the HKMCI (as applicable) for records in accordance with their respective data/document retention policies and the Personal Data (Privacy) Ordinance even if the loan under this application is not approved by the Lender or mortgage insurance cover is not granted to the Lender.

即使本申請下的貸款不獲貸款人批核或按揭保險不獲授予貸款人,貸款人及/或按證保險公司(如適用)仍可按其資料/文件存檔政策及 《個人資料(私隱)條例》,保留本申請書及與本申請有關的所有文件的正本(以及副本)作存檔目的。

C. The Obligor(s) hereby consent(s) to the HKMCI using his/her/their personal data previously provided to the HKMC or the HKMCI (whether directly, through the Lender or any other person) in relation to any HKMC or the HKMCI programme/scheme/transaction which the HKMC or the HKMCI operated or is involved in or operates or is involved in and for the purposes as set out in the HKMC Group PICS.

債務人在此同意按證保險公司·就按揭證券公司集團的收集個人資料聲明所載的用途·使用債務人在先前向按揭證券公司或按證保險公司提供的、有關按揭證券公司或按證保險公司曾經運作或参與或現時運作或參與的的任何按揭證券公司或按證保險公司計劃/項目/交易的個人資料(不論是債務人直接提供·或透過貸款人或其他人士提供)。

# No relationship with HKMCI

與按證保險公司並無關係

D. The Obligor(s) has(have) **NO** relationship, contractual or whatsoever, with the HKMCI in respect of the loan under this application and the making of these declarations by the Obligor(s) in favour of the HKMCI is solely for the purpose of allowing the HKMCI to rely on the declarations and confirmations made by the Obligor(s) in these declarations in assessing, managing and administering the Lender's application for mortgage insurance cover and if approved, the mortgage insurance cover and the mortgage insurance programme insofar as the Obligor(s) or the loan under this application is concerned, and for the other purposes as set out in the HKMC Group PICS.

債務人與按證保險公司之間就本申請下的貸款並無存在合約或其他關係,債務人給按證保險公司作出本聲明,旨在允許按證保險公司 依據按揭證券公司集團的收集個人資料聲明所載的用途及債務人在本聲明中作出的任何聲明及確認以評估、處理及管理貸款人的按揭 保險申請、按揭保險(如按揭保險獲批核)及按揭保險計劃(但限於債務人或本申請下的貸款的範圍內)。

	受直接促銷聯繫及資訊 - 按證保險公		
			ny personal data in direct marketing; and (ii) providing my
	personal data to the other persons for	_	
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	料予其他人士,以供該等人士在直	直接促銷中使用。	
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	本人 (債務	人姓名)反對按證保險公司 (i) 在直接	促銷中使用本人的個人資料·及 (ii) 提供本人的個人資
	料予其他人士,以供該等人士在直	直接促銷中使用。	
	I, (name of personal data to the other persons for	Obligor) object to the HKMCI (i) using ror their use in direct marketing.	ny personal data in direct marketing; and (ii) providing my
	本人 (債務	人姓名)反對按證保險公司 (i) 在直接	促銷中使用本人的個人資料·及 (ii) 提供本人的個人資
	料予其他人士・以供該等人士在直	直接促銷中使用。	
<b>Prov</b> perso	ision of Personal Data in Direct Ma	arketing" section of the HKMC Group Pl	products, services and/or subjects as set out in the " <b>Use ar</b> ICS. Please also refer to the same section on the kinds of which your personal data may be provided for their use
請注	意閣下以上的選擇適用於按揭證券。	公司集團的收集個人資料聲明中「 <b>在首</b>	,接促銷中使用個人資料及將個人資料提供予其他人士
部分	所列出的產品、服務及/或標的類別	川的直接促銷。閣下亦可參閱該部分以	得知在直接促銷中可使用的個人資料的種類,以及閣
的個	1人資料可提供予什麼類別的人士以係	供該等人十在直接促銷中使用。	
本人/我 聿責任 <sup>·</sup> /We ha 本人/我	們明白,本人/我們可能因在本申請 ave read and agree to the contents o 們已閱讀並同意上述第A – D 段由本 knowledge that any Obligor signing section will be regarded as consent	f paragraphs A to D above which are n 人/我們向按證保險公司作出之聲明的 below without ticking the box in the ' ing to the use and provision of his/her	或提供虛假資訊或漏報相關資訊,而招致民事及/或刑 ny/our declarations to the HKMCI. 內容。 'Opting-out direct marketing contact and information personal data for use in direct marketing.
HKMCI" 本人/我			- 按證保險公司"部分中的方格內劃上"√"號,將被
HKMCI" 本人/我	們確認在下方簽署的任何債務人如沒 直接促銷中使用其個人資料及提供其		- 按證保險公司"部分中的方格內劃上"√"號·將被
HKMCI" 本人/我 司意在I Signed b	<b>直接促銷中使用其個人資料及提供其</b>	個人資料以供用於直接促銷。 Signed by:	Signed by:
HKMCI" 本人/我 司意在I Signed b	<b>直接促銷中使用其個人資料及提供其</b>	個人資料以供用於直接促銷。	
HKMCI" 本人/我 司意在I Bigned b 簽署:	直接促銷中使用其個人資料及提供其 y:	個人資料以供用於直接促銷。 Signed by: 簽署:	Signed by: 簽署:
HKMCI" 本人/我 司意在I Signed b 簽署:	直接促銷中使用其個人資料及提供其 ry:	個人資料以供用於直接促銷。  Signed by: 簽署:  Obligor 2	Signed by: 簽署:
HKMCI" 本人/我 司意在I Signed b 簽署:	直接促銷中使用其個人資料及提供其 ry:	個人資料以供用於直接促銷。 Signed by: 簽署:	Signed by: 簽署:
HKMCI" 本人/我	直接促銷中使用其個人資料及提供其 yy: 	個人資料以供用於直接促銷。  Signed by: 簽署:  Obligor 2	Signed by: 簽署:

ELIGIBILITY CRITERIA 合資格準則						_	
Loan Amount within limit: □YES 貸款額於限額內:	是 <b>□</b> NO否		Loan-to-value ratio within limit: □YES 是 □NO 否 按揭成數於限額內:				
Verified Total Monthly Income: \$ 經核實之每月總收入:			Gross Monthly Debt <sup>(e)</sup> : \$ 每月債務總額:				
Debt-to-income ratio:% (供款比率:	attach calculat 附計算表)	ion worksheet)	Debt-to-income rat 供款比率於限額	□NO否			
Tenor within applicable limit: 貸款年期在適用期限內:			□YES是	□NO否			
Terms to maturity + Property age not ex 還款年期及樓齡之總和不超過 50	ceeding 50 yea 年:	ars:	□YES是	□NO 否			
Owner Occupied: 自住:			□YES是	□NO否			
Loan secured by Equitable Mortgage/Fi 貸款以該物業之衡平法按揭或第一			□YES是	□NO否			
All documents are certified true copies of 所有文件均為正本的核實副本:	of their original		□YES是	□NO否			
Signature of Handling Officer: 經辦人簽署:			Name: 姓名: Position: ——— 職位:				
Credit Record: 信貸記錄	Oblig 債務。		<u>Obligo</u> 債務人	<del></del>	<u>Obligor 3</u> 債務人三		
Internal Credit Check: 內部信貸審查:	☐ YES师是		☐ YES是	`─ □ NO 否	☐ YES是	`─ □ NO 否	
TransUnion (TU) Credit Check: 環聯資訊有限公司信貸審查: (Not applicable to shelf company) (不適用於空殼公司)	☐ YES是	□ NO 否	☐ YES是	☐ NO 否	☐ YES是	□ NO 否	
Negative File Check: 負面紀錄審查	☐ YES是	☐ NO 否	☐ YES是	□ NO 否	☐ YES是	☐ NO 否	
External Credit Report: 外部信貸報告:	☐ YES是	■ NO 否	☐ YES是	□ NO 否	☐ YES是	☐ NO 否	
Bankruptcy/Winding-up Search: 破產/清盤查冊:	☐ YES是	□ NO 否	☐ YES是	☐ NO 否	☐ YES是	☐ NO 否	
Other checking: 其他審查:	☐ YES是	□ NO 否	☐ YES是	☐ NO 否	☐ YES是	□ NO 否	
Credit assessment, record of winding-up o 信貸評估意見、清盤或破產訴訟紀錄、		ceeding(s), other r	ecommendations etc.	:			

## To: HKMC Insurance Limited or the Insurer (where applicable)

致:香港按證保險有限公司或承保人(如適用)

Under the Mortgage Insurance Programme, we hereby apply to the HKMCI or the Insurer for mortgage insurance cover pursuant to the Master Mortgage Insurance Policy (as the same may from time to time be amended or supplemented) in respect of the loan under this application.

按照按揭保險計劃之規定·本行謹此根據《按揭保險綜合保單》("Master Mortgage Insurance Policy")(包括不時對其的修訂或補充)·就上述按揭貸款向按證保險公司或承保人申請按揭保險。

We further declare, confirm and warrant that we have verified diligently to the best of our knowledge and in good faith the truthfulness and authenticity of the information and documents provided by each of the Obligor(s). We confirm that the HKMCI or the Insurer may use, disclose and/or transfer the personal data and other information of each of the relevant Obligor(s) pursuant to the Lender's PICS, the HKMC Group PICS and/or the Insurer's PICS.

本行謹此進一步聲明、確認並保證本行已竭盡所能就本行所知,盡力並真誠地核實由各債務人(等)所提供之資料和文件的真確及真實性。本行確認按證保險公司或承保人可根據貸款人的收集個人資料聲明,按揭證券公司集團的收集個人資料聲明及/或承保人的收集個人資料聲明書有關使用、披露及/或轉移各有關債務人(等)的個人及其他資料。

Authorized	Signature:
------------	------------

授權人簽署:

Full Name 姓名:
Position 職位:
Date 日期:

### Notes to the Insured:

受保人附註:

- (a) For a Non Owner-Occupied Property Loan where the Property will be held by a shelf company, please insert the details of the shelf company under the column for "Obligor 1". In addition, each of the director(s) and shareholder(s) of Obligor 1 shall provide a guarantee in respect of the loan herein applied for in favour of the Insured.
  - 就「非自住用途之物業按揭貸款」而言,如該物業將由空殼公司持有,請於「債務人一」的一欄中填寫有關空殼公司的資料。債務人一 之所有董事及股東均必須就所申請之按揭貸款向受保人提供擔保。
- (b) Mark both boxes if the Obligor is the Borrower as well as the Mortgagor. 如債務人同時作為借款人及抵押人,請在相關之方格內標示。
- (c) Debts to be put in this field include, but are not limited to, tax loans, car loans, hire-purchase loans, personal loans, unsecured overdraft limit, mortgage payments of other properties, etc. Mortgage payment for the subject property does not need to be put in this field. 此欄所述之債務・應包括但不限於稅務貸款、汽車貸款・租購貸款、私人貸款、無抵押透支額度及其他物業按揭供款等・但本物業按揭供款則不包括於此欄內。
- (d) Please bring the attention of each of the Obligors (other than Obligor 1 if it is a shelf company) specifically to paragraphs 12 and 13 under which the HKMCI or Insurer will be authorised, inter alia, to obtain his/her credit report directly from one or more of the credit reference agencies in Hong Kong in connection with the Insured's application for mortgage insurance cover.
  - 請使各債務人(若債務人一為空殼公司除外)特別注意第 12 及 13 段之規定·按證保險公司或承保人將獲授權(當中包括)就受保人提出之按揭保險
  - 申請,直接向在香港的一個或多個信貸資料服務機構取閱有關債務人之信貸報告。
- (e) "Gross Monthly Debt" includes the Monthly Repayments put under "All Debts" field (as elaborated in Note (c) above), mortgage payment for the subject Property and mortgage repayment of existing residence (if not yet sold).
  - 「每月債務總額」包括「所有債務」—欄(如上述附註 ( c ) 所闡述) 中之每月還款、本按揭貸款之每月供款及現有住所 (如尚未出售) 之按揭供款。
- (f) "YES" means the Insured has conducted that particular credit check. Findings/results of credit checks should be reported in the field "Credit assessment, record of winding up or bankruptcy proceeding(s), other recommendations, etc.," and copies of computer printouts of credit check should be attached to this Application Form.
  - "NO" means the Insured has not conducted that particular credit check.
  - 「是」指受保人已進行有關之信貸審查。信貸審查之裁斷/結果應於「信貸評估意見、清盤或破產訴訟紀錄、其他建議等」—欄中報告,而信貸審查資料之電腦打印本應附載於本申請書內。
  - 「否」是指受保人沒有進行有關之信貸審查。

The English version of this Application Form shall prevail in the event of any discrepancy between the English and the Chinese versions. 本申請書之英文本與中文本如有任何差異,一概以英文本為準。

#### Personal Information Collection Statement ("PICS")

(Effective from 30 May 2019)

### Statement relating to the Personal Data (Privacy) Ordinance ("PDPO")

- 1. In this PICS, "HKMC" means The Hong Kong Mortgage Corporation Limited and "HKMC Group" means the HKMC and its subsidiaries (including but not limited to HKMC Annuity Limited, HKMC Insurance Limited and HKMC Mortgage Management Limited). The terms "we", "our" and "us" mean one or more members of the HKMC Group (including our successors and assigns), as the context requires.
- 2. In relation to the financial, insurance, credit support, retirement planning, loyalty and related programmes, services and products from time to time provided or operated by any member of the HKMC Group ("**Programmes**"), we collect or obtain, hold and use personal data of various categories of individuals, including without limitation:
  - (a) existing and prospective applicants, borrowers or customers/users (including policyowner(s), claimant(s), beneficiary(ies) and/or insured(s)) under or in connection with a Programme;
  - (b) shareholders, directors, controlling persons, officers and managers of a corporate applicant, borrower or customer/user and its subsidiaries and related entities;
  - (c) partners or members of a partnership, or representatives, agents, attorneys or nominees of an applicant, borrower or customer/user; and
  - (d) other relevant individuals of any Programme such as sureties and persons providing financial or credit support for/to a customer or borrower, any person who is a joint bank account holder with a customer or borrower where such bank account is or will be used to make or receive payments, and individuals providing supporting services (such as mentoring services), in relation to or under a Programme,

(collectively, "data subjects" and each, a "data subject").

References to "Programmes" include enhancements to the Programmes as may be effected from time to time.

- 3. Failure to provide personal data may result in us being unable to process, handle or approve an application for a Programme, follow-up on a claim, request, enquiry or complaint, or contact data subjects about the Programmes. The servicing of a Programme (including making payments under a Programme) is also subject to our continued collection or obtaining, processing and use of personal data.
- 4. Financial institutions are required to identify account holders who are reportable foreign tax residents under the laws, regulations and international agreements for the implementation of automatic exchange of financial account information ("AEOI") and the U.S. Foreign Account Tax Compliance Act ("FATCA"), and report their personal data (including but not limited to their name, address, jurisdiction(s) of tax residence, tax identification number in that jurisdiction(s), and account balance and income information) to the local tax authority where the financial institution operates or directly to the U.S. Internal Revenue Service ("IRS"). The local tax authority will provide this information to the tax authority of the reportable foreign tax resident's country of tax residence on a regular/annual basis. Without limiting the generality of this PICS, members of the HKMC Group will use the personal data of any natural and legal person that is considered as a reportable person under AEOI and FATCA for the purposes of AEOI and FATCA. The personal data may be transmitted by any member of the HKMC Group to the Hong Kong Inland Revenue Department or any other relevant domestic or foreign tax authority for transfer to the tax authority of another jurisdiction. The personal data may be transmitted by any member of the HKMC Group to the IRS.

## **USE OF PERSONAL DATA**

- 5. Depending on the Programmes concerned and the role of the relevant data subject(s), the purposes for which personal data may be used by us and/or the persons set out in paragraph 6 below to which personal data may be disclosed and/or transferred are as follows:
  - (a) processing, assessing and determining applications for and requests relating to the Programmes including financial needs analysis (such applications/requests may be made to us and/or our business counterparts) and, if approved, to comply with the terms of the Programmes;
  - (b) administering, maintaining, managing and operating the Programmes (including enforcing rights and fulfilling obligations under the Programmes), and performing any function and activity related thereto (such as maintenance of online and other services);

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- (c) dealing with any loan, insurance cover or other credit support in relation to the Programmes (including but not limited to reinsurance arrangements);
- (d) conducting underwriting checks, identity checks and/or credit checks (where appropriate);
- (e) determining and recovering (and assisting any Programme Participant (as defined below) in recovering) any amount of indebtedness owed under the Programmes;
- (f) any purpose in connection with any claim or withdrawal application made or to be made by or otherwise involving a data subject and/or a Programme Participant in respect of the Programmes (including but not limited to processing, analysing, investigating, assessing and determining such claim or withdrawal application);
- (g) processing any feedback, enquiry or complaint made by or otherwise involving a data subject and/or a Programme Participant under the Programmes (for example, personal data provided during an enquiry on the telephone hotline of a Programme may be tape-recorded to enable us to check on and respond to the caller on the matter);
- (h) any internal management purpose;
- (i) carrying out any audit, checks or reviews of us, any Programme or any account under a Programme;
- (j) administering and processing any future application by or involving the same data subject for any Programme;
- (k) taking recovery action in relation to any Programme involving a data subject (including the use of information provided by a data subject for a Programme in the enforcement of his/her payment obligations under another Programme);
- (I) conducting credit or eligibility assessment, performing customer analysis and profiling, creating and maintaining databases and credit scoring models, or conducting other research and statistical analysis;
- (m) communicating with a data subject generally (such as updates or changes to any Programme), providing a data subject with rewards under any Programme and customer relationship management purposes;
- (n) complying with any disclosure, reporting, screening, monitoring, record keeping, payment, withholding of payment, filing or notification or other similar obligations pursuant to any legal, regulatory, judicial, statutory, industry or administrative requirements (as applicable from time to time) including compliance with applicable laws, rules, regulations, codes of practice, guidelines or international and intergovernmental agreements, whether of Hong Kong or any other relevant jurisdictions, including but not limited to compliance with AEOI and FATCA, and anti-money laundering, counter-terrorist financing, sanctions or anti-corruption laws, regulations, guidelines and agreements);
- (o) assisting in law enforcement purposes, investigations by police or other government or regulatory authorities, in Hong Kong or elsewhere:
- (p) comparing data of data subjects or other persons for credit checking, enforcement of claims, data verification or otherwise producing or verifying data, whether or not for the purpose of taking adverse action against the data subjects, and where such comparison amounts to a "matching procedure" under the PDPO, we shall comply with the relevant requirements under the PDPO;
- (q) preventing and detecting crime, including fraud and any form of financial crimes;
- (r) verifying and comparing personal data with data from any government department or agency (including but not limited to The Hong Kong Housing Authority, The Hong Kong Housing Society, The Urban Renewal Authority, Social Welfare Department and Inland Revenue Department) and/or notifying and disclosing results of the verification and comparison and the personal data to the relevant government departments or agencies which may take action against a data subject on the basis of such results;
- (s) any purpose in connection with an actual or proposed assignment or transfer of any of our interest under any Programme;
- (t) designing new or enhancing existing products and services provided by us (including financial, insurance, credit support, retirement planning, loyalty and related programmes, services and products);
- (u) advertising, marketing and promoting any Programme and other supporting services (including in connection with direct marketing as detailed in paragraphs 7 and 8 below); and
- (v) any other directly related purposes pertaining to any of the above, or other purposes agreed by a data subject.

In relation to paragraph 5(a) above, "business counterparts" include banks and other financial institutions and non-government organisations, and any other persons/entities participating in a Programme or authorised to act as our agents for the distribution of a Programme (collectively, "Programme Participants").

# TRANSFER OF PERSONAL DATA

- 6. Any personal data held by us will be kept confidential but we may disclose or transfer such information to the following parties (within or outside Hong Kong) for or in relation to the purposes outlined in paragraph 5 above:
  - (a) any member of the HKMC Group;
  - (b) any Programme Participant in relation to a Programme, or in relation to the recovery of any claim or amount outstanding under a Programme involving a data subject (as appropriate);
  - (c) any agent, contractor or third party service provider which provides administrative, application or claim processing, telecommunications, data analysis, data processing or storage, due diligence, information technology, computer, payment, debt restructuring, securities clearing, debt recovery, financial, mailing, printing, marketing, advertising or public relations services/facilities to any member of the HKMC Group in connection with the operation of the member's business;
  - (d) where applicable, any valuer and medical service provider;
  - (e) where applicable, any reinsurer (including any re-reinsurer of such reinsurer) of, or any entity providing financial support in relation to, a Programme;
  - (f) any auditor, accountant, tax adviser, lawyer, consultant or other professional adviser;
  - (g) any court, tribunal or administrative, governmental or regulatory body or enforcement agency in Hong Kong or elsewhere (including local or foreign tax authorities);
  - (h) any actual or proposed assignee or transferee of any of our interest under any Programme;
  - (i) any credit reference agency, and, in the event of default involving a data subject, any debt collection agency or company carrying on claim or investigation services;
  - (j) any co-applicant or co-borrower under a Programme, and any person proposing to provide or is providing financial or credit support for/to a data subject's obligations under a Programme;
  - (k) any person (such as a trustee in bankruptcy, liquidator or receiver) acting on our behalf in connection with any insolvency or other analogous proceeding (including but not limited to bankruptcy, winding-up or receivership) relating to a data subject which affects a Programme (as applicable);
  - (I) for the purposes of direct marketing, any person specified under paragraph 8(c) below; and
  - (m) any person with the consent of a data subject.

For our policy on using a data subject's personal data for direct marketing purposes, please see the section below "Use and provision of personal data in direct marketing".

# USE AND PROVISION OF PERSONAL DATA IN DIRECT MARKETING

- 7. We intend to use a data subject's personal data in direct marketing and we require the data subject's consent (which includes an indication of no objection) for that purpose.
- 8. In this connection, please note that:
  - (a) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a data subject held by a member of the HKMC Group from time to time may be used by such member in direct marketing;
  - (b) the following classes of services, products and subjects may be marketed:
    - (i) financial, insurance, credit support, retirement planning and related services and products;

- reward, benefit offering, loyalty, membership, club, referral or privilege programmes and related services, products, facilities (such as related mobile applications) and events; and
- (iii) services and products which may be made available under any programme, service, product, facility and event under paragraph 8(b)(ii) above, including financial, insurance and banking, real estate agency and property management, membership, entertainment, maintenance and renovation, health care and senior care, telecommunication, consumer products and services by retail outlets and/or online businesses, sports and recreation, dining, travel and accommodation, transportation and logistics, household, apparel, food and beverage, grocery, publications, professional advice and/or consultation and charitable initiatives;
- (c) the above services, products and subjects may be provided by the relevant HKMC Group member and/or:
  - (i) any member of the HKMC Group;
  - (ii) third party financial institutions and insurers:
  - (iii) third party reward, benefit offering, loyalty, membership, club, referral or privilege programme providers or operators; and
  - (iv) any Programme Participant; and
- (d) in addition to marketing the above services, products and subjects itself, the relevant HKMC Group member may provide a data subject's name and contact details to all or any of the persons described in paragraph 8(c)(ii) to (iv) above (and in the case any member of the HKMC Group, the data described in paragraph 8(a) above) for use by them in marketing those services, products and subjects, and the relevant HKMC Group member requires the data subject's written consent (which includes an indication of no objection) for that purpose.

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

### DATA ACCESS AND CORRECTION RIGHT, AND RIGHT TO OPT-OUT FROM DIRECT MARKETING

- 9. In accordance with the PDPO, a data subject has the right:
  - (a) to check whether we hold personal data about him/her and request access to such data;
  - (b) to require us to correct any personal data relating to him/her which is inaccurate; and
  - (c) to request us to cease using his/her personal data, or providing his/her personal data for use, in direct marketing.

Requests can be made in writing at the following address to our Data Protection Officer designated to handle such requests:

Data Protection Officer
The HKMC Group
34/F Cosco Tower (High Block)
Grand Millennium Plaza
183 Queen's Road Central
Hong Kong

10. We have the right to charge a fee which is not excessive for the processing of any data access request.

#### **MISCELLANEOUS**

- 11. For enquiries about this PICS, please contact our Data Protection Officer.
- 12. Nothing in this PICS shall limit the rights of a data subject under the PDPO.
- 13. In case of discrepancies between the English and Chinese versions of this PICS, the English version shall prevail.

Issued by the HKMC Group

## 收集個人資料聲明 (「本聲明」)

(自 2019年5月30日生效)

#### 就《個人資料(私隱)條例》(「條例」)作出的聲明

- 1. 就本聲明而言·「按揭證券公司」指香港按揭證券有限公司·而「按揭證券公司集團」指按揭證券公司及其附屬公司(包括但不限於香港年金有限公司、香港按證保險有限公司及香港按揭管理有限公司)。本聲明中使用的「我們」及「我們的」(按文義要求)指任何一間或多間按揭證券公司集團的成員(包括其承讓人及受讓人)。
- 2. 就任何由**按揭證券公司集團**的任何成員不時提供或營運的財務、保險、信貸支援、退休計劃、客戶或會員及相關計劃、服務及 產品(「**計劃**」),我們收集或索取,持有並使用不同類別人士的個人資料,包括但不限於:
  - (a) 計劃下或與計劃相關的現有及潛在申請人、借款人或客戶/用戶(包括保單持有人、索償人、受益人及/或受保人);
  - (b) 公司申請人、借款人或客戶/用戶的股東、董事、控制人、高級人員及管理人員,以及其附屬公司或相關實體的該等人士;
  - (c) 合夥經營商號的合夥人或其成員·或申請人、借款人或客戶/用戶的代表、代理人、受權人或被提名人;及
  - (d) 其他在**計劃**下的有關人士,如擔保人及為客戶或借款人提供財務支持或信貸支援的人士、與客戶或借款人共同持有用以繳交或收取**計劃**款項的聯名銀行戶口持有人,及任何就**計劃**或在**計劃**下提供支援服務(如指導服務)的其他人士,

(統稱「資料當事人」)。

本聲明中所有對「計劃」的提述包括就計劃可能不時進行的優化措施。

- 3. 若未能向我們提供個人資料,可能會導致我們無法就計劃申請作出處理或批核、就索賠、要求、查詢或投訴進行跟進,或就計劃聯繫**資料當事人**。我們亦需繼續收集或索取,處理並使用個人資料,從而就計劃提供服務。
- 4. 財務機構需識辨屬於為實行自動交換財務帳戶資料的法律、規則及國際協議(「自動交換資料」)及美國外國帳戶稅務合規法案(「FATCA」)下須申報的外地稅務居民的帳戶持有人,並向該財務機構的營運所在地的稅務機關或直接向美國國稅局申報該等帳戶持有人之個人資料(包括但不限於該等人士之姓名、地址、稅務居民司法管轄區及於該等司法管轄區之稅務編號、帳戶結餘及收入資料)。該稅務機關將定期及每年向須申報的外地稅務居民所屬國家的稅務機關提供此等資料。在不限制本聲明的一般性的前提下,按揭證券公司集團的成員將使用任何根據自動交換資料及 FATCA 被視為申報對象的自然人及法人的個人資料作自動交換資料及 FATCA 用途。該等個人資料可由任何按揭證券公司集團的成員傳送至香港稅務局或任何其他相關本地或外地稅務機關以轉交給另一司法管轄區的稅務機關。該等個人資料亦可由任何按揭證券公司集團的成員傳送至美國國稅局。

#### 個人資料的使用

5. 視涉及的**計劃**及相關**資料當事人**擔當的角色而定,我們可能為下述目的使用**資料當事人**的個人資料,並將個人資料披露及 / 或轉移至以下第 6 段所列人士,供其為下述目的使用:

- (a) 處理、評估及釐定就**計劃**提出的申請及要求,包括財務需求分析 (有關申請/要求可能由**資料當事人**向我們及/或我們的商業伙伴所作出),並且在申請/要求獲批核後,遵守**計劃**的條款;
- (b) 管理、維持並營運**計劃**(包括行使**計劃**下的權利及完成責任)·並履行任何相關的職責和活動(如維持網上及其他服務);
- (c) 處理與計劃有關的任何貸款、保險或其他信貸支援(包括但不限於再保險安排);
- (d) 進行核保審查、身份核查及/或信貸調查(如有需要);
- (e) 釐定及追討(及協助任何計劃參與者(定義見下文)追討)在計劃下的任何負債款額;
- (f) 與**資料當事人**及 / 或**計劃參與者**就**計劃**提出或將提出,或在其他方面涉及**資料當事人**及 / 或**計劃參與者**的任何索賠或 款項提取申請有關的任何目的(包括但不限於就該等索賠或款項提取申請進行處理、分析、調查、評估及釐定);
- (g) 處理在**計劃下**由**資料當事人**及 / 或**計劃參與者**提出·或在其他方面涉及**資料當事人**及 / 或**計劃參與者**的任何回饋意見、 查詢或投訴(例如·於電話熱線查詢**計劃**時所提供的個人資料或會被錄音·供我們查證並回覆來電者);
- (h) 任何內部管理用途;
- (i) 就我們、任何**計劃**或**計劃**下的任何帳戶進行審計、審查或審核;
- (j) 管理及處理就任何計劃由資料當事人作出(或涉及該資料當事人)的任何日後申請;
- (k) 就**資料當事人**涉及的任何**計劃**進行追討(包括在強制執行該**資料當事人**於一項**計劃**下的付款責任時,使用其於另一**計 劃**下提供的資料):
- (I) 進行信貸或資格評審、客戶研究及分析·設立並維持資料庫及信貸評分模式·或進行其他研究及統計分析;
- (m) 與**資料當事人**的一般溝通(如任何**計劃**的任何更新或變更)、提供任何**計劃**下的獎賞予**資料當事人**及作客戶關係管理 用途;
- (n) 依照任何法例、規管、司法、法定、業界或行政的不時要求,遵守任何披露、呈報、篩選、監察、記錄保存、支付款項、預扣款項、存檔或通知或其他類似責任,包括依從適用的法律、規則、規例、實務守則、指引或國際及政府間的協議(不論是香港或任何其他相關司法管轄區),包括但不限於**自動交換資料及 FATCA**,以及有關打擊洗錢、反恐怖分子資金籌集、制裁或反貪污的法律、規例、指引及協議);
- (o) 協助香港或香港以外其他地方的警方或其他政府或監管機構執法及進行調查;
- (p) 與**資料當事人**或其他人士的資料比較以進行信貸調查、執行索賠、資料核實或以其他方式產生或核實資料、不論有關 比較是否為對該**資料當事人**採取不利行動而進行(若有關比較構成**條例**下的「**核對程序**」、我們須乎合**條例**下的相關 要求);
- (q) 防止及偵查罪案,其中包括欺詐及任何形式的金融罪行;

- (r) 與任何政府部門或機構(包括但不限於香港房屋委員會、香港房屋協會、市區重建局、社會福利處及稅務局)所提供的資料進行核實和比較,及/或通知相關政府部門或機構並向其披露該核實和比較結果及**資料當事人**的個人資料,而該相關部門或機構就有關結果有可能向**資料當事人**作出行動;
- (s) 就實際或建議轉讓或轉移我們在任何**計劃**下的利益的任何目的;
- (t) 設計新產品及服務或優化我們現有的產品及服務(包括財務、保險、信貸支援、退休計劃、客戶或會員及相關的計劃、 服務及產品);
- (u) 促銷及推廣任何計劃及其他支援服務·並為其進行廣告宣傳(其中包括以下第7及8段所述的直接促銷);及
- (v) 與上述任何目的直接有關的其他相關目的或**資料當事人**同意的其他目的。

就上述第 5(a) 段而言·「**商業伙伴**」指銀行或其他財務機構、非政府機構及其他參與**計劃**或獲授權作為我們的代理以銷售計劃的任何人士/實體(統稱「計劃參與者」)。

#### 個人資料的轉移

- 6. 我們持有的任何個人資料會予以保密·但我們可為或就以上第 5 段所列的目的·向以下人士提供該資料 (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) 與計劃有關的、或與追討計劃下涉及資料當事人的任何索賠或欠款有關的任何計劃參與者(視何者適當而定);
  - (c) 向按揭證券公司集團的任何成員就其業務營運提供行政、申請或索賠處理、通訊、資料分析、資料處理或存儲、盡職 調查、資訊技術、電腦、付款、債務重組、證券結算、債務追討、財務、郵寄、印刷、推廣、廣告宣傳或公關服務 / 設施的任何代理人、承辦商或第三方服務供應商;
  - (d) 如適用,任何估值師及醫療服務提供者;
  - (e) 如適用·計劃下的任何再保險人(包括該再保險人的任何再保險人)或就計劃提供財務支援的任何實體;
  - (f) 任何核數師、會計師、稅務顧問、律師、顧問或其他專業顧問;
  - (g) 香港或香港以外其他地方的任何法院、裁判院或行政、政府或規管機構,或執法機關(包括本地或外地的稅務機關);
  - (h) 我們在任何**計劃**下的任何利益的任何實際或建議承讓人或受讓人;
  - (i) 任何信貸資料服務機構·及在涉及**資料當事人**違約時·任何債務追收代理或提供索償或調查服務的公司;
  - (j) 計劃下的任何共同申請人或共同借款人·及就**資料當事人在計劃**下所承擔的責任建議提供或正在提供財務支持或信貸 支援的任何人士;

- (k) 在有關**資料當事人**並會影響**計劃**的任何破產或類似的訴訟中(包括但不限於破產、清盤或接管)(視何者適用而定) 代表我們的任何人士(例如破產案受託人、清盤人或接管人);
- (1) 就直接促銷目的而言,下文第 8(c) 段所列明的任何人士;及
- (m) **資料當事人**同意的其他人士。

如欲了解我們為促銷目的使用**資料當事人**的個人資料的政策,請參閱下文「**在直接促銷中使用個人資料及將個人資料提供予其他人士**」 部份。

### 在直接促銷中使用個人資料及將個人資料提供予其他人士

- 7. 我們擬把**資料當事人**的個人資料用於直接促銷,而為該用途我們須獲得有關**資料當事人**的同意(包括表示不反對)。
- 8. 就此,請注意:
  - (a) 有關**按揭證券公司集團**成員可能把其不時持有的**資料當事人**姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷;
  - (b) 可用作促銷下列類別的服務、產品及促銷標的:
    - (i) 財務、保險、信貸支援、退休計劃及相關服務及產品;
    - (ii) 獎賞、福利供應、客戶或會員、會籍、會所、推薦或優惠計劃及相關服務、產品、設施 (如相關手提電話應用程式)及項目:及
    - (iii) 在以上第 8(b)(ii) 段所列之計劃、服務、產品、設施及項目下提供之產品及服務(類別包括財務、保險及銀行、物業代理及管理、會員服務、娛樂、維修及裝修、醫療保健及長者護理、電訊、零售商及網上商店的產品及服務、健康及醫療、運動及康樂、餐飲、旅遊及住宿服務、交通及物流服務、家居、服裝、食品及飲料、雜貨、出版、專業諮詢及慈善事業);
  - (c) 上述服務、產品及促銷標的可能由有關**按揭證券公司集團**成員及/或下列各方提供:
    - (i) 按揭證券公司集團的任何成員;
    - (ii) 第三方金融機構及承保人:
    - (iii) 第三方獎賞、福利供應、客戶或會員、會籍、會所、推薦或優惠計劃供應商或營運商;及
    - (iv) 任何計劃參與者;及
  - (d) 除由有關按揭證券公司集團成員促銷上述服務、產品及促銷標的以外,有關按揭證券公司集團成員亦擬將資料當事人的姓名和聯絡資料提供予以上第 8(c)(ii)至 (iv) 段所列的全部或任何人士(及就提供資料予按揭證券公司集團的任何成員而言·本聲明第 8(a) 段所述的資料),以供該等人士在促銷該等服務、產品及促銷標的中使用,而有關按揭證券公司集團成員爲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有關按揭證券公司集團成員如上述使用其資料或將其資料提供予其他人士作直接促銷用途,資料當事人可通知有關按揭證券公司集團成員行使其選擇權拒絕促銷。

### 查閱及更改個人資料的權利,及拒絕直接促銷活動的權利

- 9. 根據**條例·資料當事人**有權:
  - (a) 查詢我們有否持有其個人資料及查閱該等資料;
  - (b) 要求我們改正任何有其不準確的個人資料;及
  - (c) 要求我們停止將其個人資料用於直接促銷或提供其個人資料作直接促銷之用。

有關要求可以書面形式送交以下地址向負責處理該等要求的個人資料保障主任提出:

個人資料保障主任 按揭證券公司集團 香港皇后大道中 183 號 新紀元廣場 中遠大廈(高座) 34 樓

10. 我們有權就處理任何查閱資料要求收取並非超乎適度的費用。

## 其他事項

- 11. 若資料當事人對本聲明有任何疑問,請與我們的個人資料保障主任聯絡。
- 12. 本聲明並無限制資料當事人在條例下所享有的權利。
- 13. 本聲明的中、英文內容如有歧義,概以英文原文為準。

由按揭證券公司集團所發出