Consultation Draft: 7 October 2003

Recommended Information and Provisions for Mortgage Loan Application Form

| PERSONAL PARTICULARS | Borrower | Mortgagor | Guarantor (if any) |
|--|----------|------------|-----------------------|
| Name | | | |
| Hong Kong Identity Card Number | | | |
| Marital Status | | | |
| Date of Birth | | | |
| Current Home Address If Rented/Mortgaged, Monthly Payment: | | | |
| Ownership of other properties | | | |
| Telephone Numbers | | | |
| Relationship with Borrower | | | |
| | | <u></u> .l | |
| Employment Information | Borrower | Mortgagor | Guarantor (if any) |
| Employment Type Regular salaried Non-regular salaried Self-employed (professional) Self-employed (non-professional) Others | | | |
| Current Employer | 7 | | |
| Office Address | | | |
| Occupation and Position | | | |
| Monthly Salary | | | |
| Previous Employment (if current employment is less than [1] year) | | | |
| Other Regular Monthly Income per month | | | |
| | | | |
| Outstanding Liabilities | Borrower | Mortgagor | Guarantor (if any) |
| Personal/tax loan | | | |
| Overdraft Facilities | | | |
| | | | |

| | <u> </u> | | |
|---|----------|-----------|-----------|
| Credit Card | | | |
| Full Settlement of monthly outstanding: | | | |
| Yes/No | | | |
| If No: Please specify the aggregate | | | |
| minimum monthly payment amounts of all | | | |
| credit cards | | | |
| | 1 | | |
| Other debts, please specify | | | |
| | | | <u> </u> |
| | | 136 | |
| Assets | Borrower | Mortgagor | Guarantor |
| | | | (if any) |
| Cash/deposits | | | |
| | | | |
| Shares | | | |
| | | | |
| Cars | | | |
| | | | |
| Others, please specify | | | |
| | | | |
| | | | |
| Property Details | | | |
| | · | ····· | |
| Address | | | |
| | | | • |
| Other particulars | | | |
| | | | |
| Expected drawdown / restructuring date | | | |
| | | | |
| Appraised Value of Property | | | |
| | | | |
| Date of Valuation | | | |
| | | | |
| Fire Insurance information | | | |
| | | | <u>,</u> |
| | | | |
| Mortgage Loan | · | | |
| | | | |
| Loan Amount | | | |
| | | | |
| Gross Mortgage Rate | | | |
| | | | |
| Floating Interest Rate | | | |
| Fixed term | | | |
| Fixed instalment payment | | | |
| | | | |
| Length of Instalment Period | | | |
| | | | |
| Monthly Instalment Payment (Principal and Interes | it) | | |
| | | | |
| Early Redemption Charges | | | |
| | <u></u> | | |
| | · | | |

| Other Special Terms |
|---|
| Specify if there are any other special conditions to the loan |
| |
| |
| Fees and Payable by [lender/customer] |
| Handling Fee [non-refundable] |
| Valuation Fee |
| Solicitors and Contact Person |
| Solicitors' Fee |

DECLARATION AND AUTHORIZATIONS

I/We¹ hereby apply to [•] ("Lender") for a mortgage loan relating to the property named in section [•] of this Application Form ("Property"). I/We hereby agree, declare and acknowledge that:

- the information in this Application Form and any documents attached to this form or provided by me/us
 is true, correct, updated and complete, and the Lender and its agents, successors and assigns (the
 "related bodies") may verify the same directly or through any credit reference agency or from any
 source as the Lender and/or the related bodies may choose;
- 2. the original Application Form and documents provided by me/us may be retained by the Lender and/or the related bodies for their records even if the application is not approved by the Lender;
- 3. this application is made subject to the terms and conditions set out in this Application Form, the facility agreement and/or such other terms and conditions as the Lender may stipulate and provide to me/us prior to my/our signing of the facility agreement;
- 4. I/we am/are not subject to any judgment or court/tribunal order in relation to any debt or insolvency, nor have I/we been declared bankrupt within the past four years;
- 5. I/we have not been a mortgagor or borrower under any legal charge/mortgage of any property [in Hong Kong] in respect of which the mortgagee has exercised its powers;

¹ Includes the Borrower, the Mortgagor and the Guarantor (if any)

- 6. I/we am/are not subject to any legal proceedings which may adversely affect my/our ability to repay any loan lent to me/us or to fulfill my/our obligations under the facility agreement relating to such loan;
- 7. I/we am/are not presently delinquent or in default of any debt or mortgage, financial obligation or guarantee;
- 8. except as disclosed in this Application Form, I/we have not obtained any mortgage loans in relation to any other properties [in Hong Kong];
- 9. the Lender (or its successor or assignee) may transfer or assign the loan, the mortgage over the Property, insurance policy, guarantee or any other security given in respect of the loan, to any third party without notice to or consent from me/us. I/We also consent to the disclosure, transfer and assignment of my/our personal and credit information, including any credit report relating to me/us, for such purposes as the Lender or any subsequent assignee may think fit;
- 10. I/we have been supplied with a copy of the Lender's Data Privacy Statement and I/we have read and understood the Data Privacy Statement, or have had the Data Privacy Statement explained to me/us;
- 11. any information held by the Lender (or its successor or assignee) about me/us may be used or disclosed, in particular (in addition to any other fair and lawful purpose), in relation to the following purposes:
 - (i) credit assessment, including credit scoring and credit review;
 - (ii) obtaining references from my/our employers, accountant, bank or other similar sources;
 - (iii) credit reference purposes, including searching the files of a credit reference agency;
 - (iv) disclosure to and be held by a credit reference agency, in which case it be may used by other lenders for credit assessment purposes and may be used for debt collection;
 - (v) disclosure to any service provider engaged by the Lender in respect of the loan who has agreed to treat such information as confidential;
 - (vi) disclosure to any proposed guarantor or surety of the loan, to the Lender's insurers, auditors or professional advisors who have agreed to treat the personal information as confidential;
 - (vii) marketing or product development purposes by related companies in the Lender's group (if you do not wish to receive such information please inform the Lender immediately);
 - (viii) disclosure to any agent of the Lender for collection of overdue payments; and
 - (ix) securitisation of loans.

- 12. I/we also authorize the Lender to give a credit reference agency the following information about me/us from time to time:
 - (i) my/our personal particulars;
 - (ii) that the loan has been applied for and the amount;
 - (iii) that the Lender is a current credit provider to me/us;
 - (iii) details of payments which become overdue for more than 60 days and for which collection action has commenced;
 - (iv) that payments are no longer overdue;
 - (v) that the credit provided to me/us by the Lender has been paid or discharged; and
 - (vi) any updated information of the above;
- 13. the Lender may refuse to lend any sum as a result of any false or misleading declaration or my/our failure to provide any relevant information. I/We understand any representation or misstatements in, or omission from, the information given by me/us, may result in the Lender demanding the immediate repayment of the loan and enforcing its rights under the mortgage;
- 14. I/we consent to the Lender giving to any guarantor(s) or indemnifier(s) my/our credit information, including credit reports, financial information and copies of documents relating to the loan and other credit facilities to be secured by the Property, which the Lender sees fit;
- 15. I/we shall as soon as practicable inform the Lender any change in the information given by me/us in this form. I understand that I/we may access (subject to permitted exceptions), correct or update my/our information held by the Lender by contacting [specify contact details of the relevant department of the Lender]. I/we agree to pay reasonable charges to the Lender for providing me/us with the requested information; and
- 16. I/we understand that the Lender (or its successor or assignee) may send me/our information overseas if the Lender out-sources its functions or procedures using overseas agents or contractors.