

Top-up Loan for Hang Seng Personal Instalment Loan Declaration

Declaration

1. I undertake to advise Hang Seng if I am currently (or was during the last 12 months) a director, chief executive or substantial shareholders of Hang Seng or its subsidiaries (Note); or I am a spouse, partner, relative by blood, marriage or adoption, or a trustee of a trust to the people mentioned in this clause. Hang Seng requires the above information to comply with the Listing Rules. ((Note): "subsidiary" has the same meaning as in the Companies Ordinance (Cap.622 of the Laws of Hong Kong) as amended and supplemented from time to time.)
2. I confirm that, as of the date of application, I or the government department of HKSAR in which I am working have/has no official dealings with Hang Seng and I undertake to inform Hang Seng promptly in writing if I or the government department in which I am working will later become involved in any official dealings with Hang Seng.
3. I also confirm that (i) I did not own any credit card that was cancelled due to default payment; (ii) I currently do not have any overdue payment in respect of any of my indebtedness; and (iii) there is no bankruptcy order made against me and I am not in the process of petitioning for bankruptcy nor have any intention to do so.
4. I confirm that all information under this application is true and correct and authorise Hang Seng to communicate and to exchange such information with whatever source Hang Seng may consider appropriate for the purpose of verifying the same.
5. **I irrevocably request and authorise Hang Seng Bank Limited ("Hang Seng") to have the approved Top-up Loan amount proceeds for Hang Seng Personal Instalment Loan ("Top-up Loan") credited to my repayment account.**
6. **I confirm that this loan application was not referred by a third party.**
7. **I hereby apply for the Top-up Loan and agree to pay interest or fees at the prevailing rate as Hang Seng may determine and notify me. I also agree and accept that the Top-up Loan may be granted in a sum less than the amount I now apply for, and that this application may be declined by Hang Seng without disclosing any reason. I confirm that the above information is true and correct and authorize Hang Seng to communicate and to exchange such information (regardless before and after the approval of the loan) with whatever source Hang Seng may consider appropriate for the purpose of verifying the same.**
8. **I agree and acknowledge that the Top-up Loan is provided subject to "Terms and Conditions for Hang Seng Personal Instalment Loan and Hang Seng Personal Revolving Loan" currently in force, which I have read, understood and agreed to be bound by them. (I understand that if I would like to get a copy of the terms and conditions, I may call Hang Seng Personal Loan Service Hotline 2997 3882.)**
9. I agree that, as a reminder for making repayment (if necessary), Hang Seng may transmit to me the relevant message via my mobile phone number maintained in Hang Seng's record.
10. I further acknowledge and agree that Hang Seng may transfer the Data outside the Hong Kong Special Administrative Region, conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) using the Data and such other personal data and information relating to me, and provide banker's or credit references in respect of me.
11. In the case where a guarantee/third party security, unlimited in amount, has been or is presently issued in Hang Seng's favour in respect of any or all liabilities of me owed to Hang Seng, I agree that Hang Seng may from time to time provide the guarantor/provider of third party security with any data, details or information (including any of my personal data) relating to any loan/banking/credit facilities extended by Hang Seng to me for the purpose of notifying the guarantor/provider of third party security of the liabilities under the guarantee/third party security.
12. I confirm that this loan or any part thereof is not intended to be used for acquiring/investing in properties and/or refinancing of any existing mortgage loan.
13. I acknowledge and agree that, irrespective of whether my application is subsequently withdrawn or rejected, all personal data and information with respect to me which are provided by me at the request of Hang Seng or collected in the course of dealings between me and Hang Seng (the "Data") may be held, used, processed and disclosed by Hang Seng for such purposes and to such persons in accordance with the Hang Seng's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by Hang Seng to customers from time to time. I also acknowledge and agree that the Data may be disclosed to, or held, used and processed by any debt collection agency, credit reference agency or similar service provider for purpose of verifying such Data or enabling them to provide such Data to other institution: (i) in order that they may carry out credit and other status checks; and (ii) to assist them to collect debts.
14. **I authorise Hang Seng to debit the monthly repayment amount from my Direct Debit/Loan Disbursement Account with Hang Seng indicated in the Basic Information on the due date every month. As security for my liabilities to Hang Seng in respect of the Personal Instalment Loan if and when it is granted to me, I hereby irrevocably request and authorise Hang Seng to transfer all the amount due and payable to Hang Seng in respect of my personal loan account from the Direct Debit/ Loan Disbursement Account in my name with Hang Seng as indicated in the Basic Information to my personal loan account at the discretion of Hang Seng from time to time for payment of the monthly instalment or any liabilities due to Hang Seng.**

I agree that Hang Seng may use and disclose all personal data about me that Hang Seng currently or subsequently hold for the purposes as set out in the Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance which accompanies this application form ("Notice"). *

*** Note: For customers who have a relationship with Hang Seng before 16 June 2014:**

The Notice include new purposes relating to Hang Seng's provision of services to you and enable Hang Seng to use your personal data in order that Hang Seng comply with the following current or future obligations, commitments or arrangements of Hang Seng or the HSBC Group: (i) obligations according to laws, regulations, judgments or court orders (both within and outside Hong Kong) including those that relate to money laundering, terrorist financing, bribery, corruption, tax evasion, fraud or sanctions (collectively referred to herein as "Unlawful Activities"); (ii) obligations according to guidelines, guidance or codes issued by local or foreign bodies or authorities (whether governmental, tax, law enforcement, regulatory, judicial, industry or others), or international guidance or internal policies and procedures, including those that relate to Unlawful Activities; (iii) requests from local or foreign bodies or authorities; (iv) commitments undertaken by Hang Seng or the HSBC Group with local or foreign bodies or authorities; (v) obligations according to agreement or treaty between local or foreign bodies or authorities; and (vi) obligations according to the HSBC Group's internal policies and procedures for use and sharing of data and information. The above may result in transfer of your personal data outside of Hong Kong. Please read the Notice which shows in full the purposes for which your personal data may be used and the classes of persons to whom your personal data may be transferred.

In case of queries, please contact Customer Service Hotline at 2998 9878.



恒生銀行
HANG SENG BANK

Member HSBC Group