

**ADDITIONAL MORTGAGE SERVICES TERMS AND CONDITIONS
FOR MORTGAGE INSURANCE PROGRAMME**

1. Availability Period

The Facility must be drawn down not later than 60 days from the date of this facility letter or within 3 months from the date of the Commitment Certificate (or the revised Commitment Certificate, if applicable) issued by the HKMCI Insurance Company Limited (the "HKMCI"), whichever is earlier, otherwise the Facility will be deemed withdrawn.

2. Mortgage Insurance Programme ("MIP") / Mortgage Insurance Programme - Equitable Mortgages ("EM MIP")

- a) This Facility is offered under the MIP / EM MIP sponsored by the HKMCI and the security cannot be applied to, or shared with, other facilities which you may have with the Bank. The terms and conditions are also subject to change required by HKMCI, the MIP / EM MIP or as determined by the Bank at its absolute discretion from time to time.
- b) Under the MIP, the Bank and the HKMCI are dealing with the other as principal. The Mortgage Insurance Cover (the "Cover") is in respect of the portion of the Loan which is over and above the current maximum 60% loan-to-value ratio permitted in respect of the Loan at the time of Loan approval ("LTV"). It is the Bank, and not the Obligor (i.e. the Borrower, the Mortgagor and/or the Guarantor), who is the insured / beneficiary under the Cover in respect of the Loan. The Cover is intended to be taken out by the Bank for its benefit, and is not in favour of nor for the benefit or interest of any Obligor. In the event that the Bank makes a claim under the Cover, no benefit shall accrue to the Obligor, and the Bank shall still have full rights of recourse against the Obligor for unpaid amounts notwithstanding the receipt of insurance proceeds by it under the Cover.
- c) Under the EM MIP, the Bank and the HKMCI are dealing with the other as principal. The Mortgage Insurance Cover in respect of an amount up to approximately 30% (the "Cover") of the value at origination of the relevant self-occupied residential property contemplated to be issued by the HKMCI to the Bank is intended solely for the benefit of the Bank. It is the Bank, and not the Borrower / Mortgagor / Guarantor (each an "Obligor"), who is the insured / beneficiary under the Cover in respect of the Loan. The Cover is taken out by the Bank solely for its benefit, and is not in favour of nor for the benefit or interest in any way of any Obligor. If the Bank makes a claim under the Cover, no benefit shall accrue to the Obligor and the Bank shall still have full rights of recourse against the Obligor for unpaid amounts, notwithstanding the receipt of insurance proceeds by it under the Cover.
- d) For your information, the Cover under the EM MIP will automatically cease in the following cases:
 - i) the construction of the building of which the underlying property forms part is not completed in all respects in compliance with the conditions of the relevant Government Grant and the relevant approved building plans on or before the Building Completion Date specified in the Sale & Purchase Agreement; or
 - ii) the relevant Formal Sale and Purchase Agreement is terminated, rescinded, repudiated or frustrated; or
 - iii) an Occupation Permit (other than a temporary occupation permit) in accordance with the provisions of the Building Ordinance (Cap. 123 of the Laws of Hong Kong) in respect of the building of which the underlying property forms part is not issued within 6 months of the Building Completion Date.

Under such circumstances, you are required to, at the Bank's discretion, either reduce the loan amount to 60% of the value at origination of the Property or fully repay the Loan.

3. Insurance Premium Payment

The Bank shall be entitled to collect from the Borrower, Mortgagor, Guarantor (the "Obligors" and each an "Obligor") an amount equal to the Premium (including any increased Premium(s)) payable by the Bank under the Master Mortgage Insurance Policy signed between the Bank and the HKMCI in respect of the mortgage insurance cover for the Loan concerned as secured by the relevant Mortgage for the portion of the loan amount exceeding 60% of the value at origination of the Property to be issued by the HKMCI to the Bank.

The Obligors jointly and severally agree to pay, from time to time forthwith upon the Bank's written request, an amount equal to the Premium and/or additional Premium(s) in respect of the Cover which the HKMCI may provide for the Loan before the time that such Premium (or additional Premium if applicable) is due and payable by the Bank to the HKMCI. The Bank may, at its discretion, collect from the Obligors or any of them any such amount by way of monthly instalment payment and, in the cases of additional Premium(s), either by way of monthly instalment payment or a single payment as it shall see fit.

4. Insurance Premium

EITHER

If LTV ratio is 90% or less (excluding any financed Single Premium), then:

- a) In the event of cancellation of the Cover under the Single Premium Payment Option, a portion of the Single Premium shall be refunded to the Borrower, which shall be equal to the refunded portion of the Single Premium received by the Bank from the HKMC, calculated in the following manner:
 - i) 40% of the Single Premium paid will be refunded if the Loan is repaid in full within the first year from its drawdown date;
 - ii) 25% of the Single Premium paid will be refunded if the Loan is repaid in full within the second year from its drawdown date;
 - iii) 15% of the Single Premium paid will be refunded if the Loan is repaid in full within the third year from its drawdown date; and
 - iv) there will be no refund of Single Premium after the end of the third year from the drawdown date of the Loan.
- b) The above refund is only available if all the following conditions are satisfied:
 - i) no claim has been paid or is to be paid in respect of the Cover for the Loan;
 - ii) the Loan has not been delinquent for 60 days or more from its instalment due date and there has not been any material breach by an Obligor of the terms under this facility letter or the mortgage deed / legal charge relating to the Loan and no Notice of Default has been given by the Bank during the period of 12 months immediately preceding cancellation of the Cover for the Loan;
 - iii) application for the refund is made within 3 months from the date of repayment; and
 - iv) the occurrence of any one of the following events:
 - a) cancellation of the Cover is solely caused by prepayment of the Loan in full; or
 - b) for EM MIP cancellation of the Cover as a result of the construction of the building of which the underlying mortgaged property forms part not being completed in all respects in compliance with the conditions of the relevant Government grant and the relevant approved building plans on or before the Building Completion Date specified in the Sale & Purchase Agreement; or
 - c) for EM MIP cancellation of the Cover as a result of the relevant Formal Sale and Purchase Agreement being terminated, rescinded, repudiated or frustrated.
- c) Where cancellation of the Cover is due to any one of the following termination events, there will be no refund of Premium:
 - i) the outstanding principal balance of the Loan falls to 60% or less of the value of the Property at the drawdown date;
 - ii) there is any material breach of the terms of the Cover;
 - iii) the HKMCI has paid a claim to the Bank in respect of the mortgage loan in accordance with the terms of the Cover; or
 - iv) repayment of the Loan is due to restructuring or refinancing of the Loan by the Bank.

Payment of the Refund of Premium will only be effected after the sum to be refunded is received by the Bank from HKMC.

OR

If LTV ratio is over 90% (excluding any financed Single Premium), then:

- a) A higher premium rate applies; and
- b) **No premium refund will be made in any circumstances.**

5. Indebtedness

The total indebtedness due by you as Borrower and by the Mortgagor / Guarantor shall include all principal and interest of the Loan and any cost and expenses payable, the Premium payable or paid by the Bank that is not yet collected from you, plus all costs, charges and expenses for taking out and maintaining the Cover.

6. Conditions Precedent

This Facility is available for drawdown subject to the following conditions precedent:

- a) The issue of a Commitment Certificate ("Commitment Certificate") in respect of the Loan to the Bank by the HKMCI under the Master Mortgage Insurance Policy; and
- b) Fulfillment and compliance in full of all conditions precedent specified in the Commitment Certificate including without limitation, the receipt from the Obligors by the Bank of a sum equal to the single Premium and/or the first annual Premium (as the case may be) in respect of the Cover on or before the drawdown date of the Loan; and
- c) Drawdown of the Loan shall take place prior to the earlier of (i) a day within 3 months from the date of the Commitment Certificate (or the revised Commitment Certificate, if applicable) or (ii) a day not later than 60 days from the date of this facility letter; and
- d) For EM MIP, all stamp duty payable on the Formal Sale and Purchase Agreement must have been paid by the Obligor(s) on or before drawdown of the Loan; and
- e) All security documents have been executed to the Bank's satisfaction.

7. Consents and Agreements

Each Obligor hereby acknowledges and agrees that:

- a) The Cover to be taken out and maintained by the Bank with the HKMCI is for the protection, interest and benefit of the Bank (including its successors and assigns) only and not the Obligors; and
- b) The collection from or payment by the Obligors of an amount equal to the relevant Premium does not confer, create or assign any title, interest, right or benefit of the Cover in favour of any Obligor; and
- c) Nothing shall prevent the Bank or other party (including the relevant insurer or reinsurers) from enforcing its rights against any Obligor or in respect of the relevant Property for the full amount owed by the Obligor to the Bank notwithstanding the receipt by it of any insurance proceeds under the Cover; and
- d) All Obligors must sign this facility letter and their respective obligations and liabilities hereunder shall be joint and several.

8. Personal Data (This clause will override Clause 1 in our main Mortgage Services Terms and Conditions)

In consideration of the Bank agreeing to grant the Loan as provided in this facility letter and further in consideration of the HKMCI agreeing to provide the Cover on such part of the Loan as secured by the mortgage deed / legal charge, each of the Obligors hereby jointly and severally agrees and consents to the use, disclosure and transfer of all data, information and documents with respect to himself and the Loan (the "data") in the following manner:

- i) The Bank may provide, use, disclose and transfer such data to the HKMCI for the use, selection, holding and processing by the HKMCI in connection with the Cover and/or other related or incidental purposes as it may deem fit; and
- ii) The HKMCI may use, disclose and transfer to any mortgage reinsurers (including their respective reinsurers), principals, agents, contractors, third party service providers, successors and assigns of the HKMC, the data held by it in relation to the Obligors and/or the loan insured under the MIP / EM MIP with the HKMCI for the use, selection, holding and processing by any of the above-mentioned entities in connection with the Cover and/or other related or incidental purposes as they or any of them may deem fit any time prior to the redemption or discharge of the mortgage, whether inside or outside Hong Kong; and
- iii) The data may be used and shall be subject to the Data Policy for all customers of The DBS Bank (Hong Kong) Limited (a member of the DBS Group), in force from time to time, a copy of the current version of which has been provided to you; and
- iv) Data may also be provided by any of the persons entitled to receive it under the Data Policy for all customers of The DBS Bank (Hong Kong) Limited (a member of the DBS Group) (a "Recipient") to any party bearing the same relationship to the party providing the data as the Recipient bears to the Bank in each case and also to any party whether inside or outside the Hong Kong SAR and the Obligor(s) hereby consent to such provision of data.

9. Other Conditions

- a) This offer is given and the Cover is taken out and will be maintained by the Bank relying on the representations warranties and information provided by the Obligors or their designated representative(s) verbally and on the loan application form (the "Application Form"). The Obligor(s) should keep the Bank informed of any material change of information, facts, circumstances, statements, representations and/or particulars given by the Obligors which may be untrue or incomplete before and after drawdown of the Loan. The Bank reserves the right to amend or cancel this offer or demand full repayment of the Loan.
- b) The property covered by the mortgage will be solely for occupation by the Borrower / Mortgagor as the case may be, with his/her immediate family members ("Self-Occupancy") for residential purpose only and that the Borrower / Mortgagor (as the case may be) shall within one month upon request by the Bank at any time warrant and certify to the Bank (in such form as prescribed by the Bank) as to the Self-Occupancy status of the property concerned. If the Borrower / Mortgagor (as the case may be) fails to provide such warranty and certification and/or fails to fulfill the above requirement on the Self-Occupancy status of such property, the Bank shall be entitled to demand the immediate repayment of the Indebtedness (or any part thereof) and/or to impose such conditions as the Bank shall at its sole discretion think fit (including without limitation to charge an amount equal to any additional Premium payable by the Bank to the HKMCI in respect of the Cover) on the Obligors or any of them.
- c) If any additional Premium is payable by the Bank to the HKMCI in respect of the Cover due to the failure by the Obligors or any of them to observe, perform or comply with the terms of this facility letter, the Application Form and the accompanying documents and/or the mortgage deed / legal charge or the Self-Occupancy status of the relevant property at any time during the existence of Cover in respect of the relevant Loan, the Bank shall be entitled to collect from the Obligors (or any of them) an amount equal to the amount of the additional Premium payable by the Bank in respect of the Cover. For the avoidance of doubt, nothing in this facility letter shall prejudice any of the Bank's rights to demand repayment of the Loan and any sum due to the Bank in accordance with other terms of this facility letter and/or the mortgage deed / legal charge.

按揭保險計劃 – 按揭服務附加章則和條款

1. 貸款有效期限

閣下必須在本要約書之日期後60天內，或在香港按揭保險有限公司（「HKMCI」）發出承諾證書（或修正後之承諾證書，如適用）之日期後3個月內（取較早之日期）支用貸款安排，否則該貸款安排將視為已取消。

2. 按揭保險計劃 / 樓花按揭保險計劃

- a) 本貸款安排是透過 HKMCI 的按揭 / 樓花按揭保險計劃提供，其抵押品不可以全部或部份用於閣下從本行獲得的其他貸款安排。其章則和條款可不時按 HKMCI 及按揭 / 樓花按揭保險計劃的要求或按本行按其絕對酌情權決定而更改。
- b) 根據按揭保險計劃，本行及 HKMCI 雙方均以主事人身份進行交易。該按揭保險（「保險」）所涉及的是貸款金額在成功獲得批核時所超過現時貸款與估值比率（「LTV」）60%規定的款項。貸款之保險的保險人 / 受益人為本行，而並非借貸人 / 按揭人 / 擔保人（各稱「義務人」）。保險是為本行之利益所購買，並非為義務人或其權益或利益而購買。若本行按保險索賠，義務人將不可因而取得利益，而本行將對義務人仍然有完全權利追索未支付款項，即使已按保險收取賠償金額。
- c) 根據樓花按揭保險計劃，本行及 HKMCI 雙方均以主事人身份進行交易。HKMCI 計劃向本行提供金額為有關的供自住用途住宅物業在訂立貸款合約時的物業價值的約30%之按揭保險（「保險」）僅為本行利益。保險是為本行之利益所購買，並非為義務人或其權益或利益而購買。若本行按保險索賠，義務人將不可因而取得利益，而本行將對義務人仍然有完全權利追索未支付款項，即使已按保險收取賠償金額。
- d) 閣下請注意，若出現下列情況，樓花按揭保險計劃提供的保險將自動失效：
 - i) 保險涉及物業所在的建築物並未在完全按照有關政府批地條件及有關建築計劃在買賣合約所載的建築物完工日期當天或之前建成；或
 - ii) 有關正式買賣合約被終止、撤銷、廢除或受挫失效；或
 - iii) 物業所在的建築物在建築物完工日期後 6 個月內未能按建築物條例（香港法例第 1 2 3 章）獲得入住許可證（「入伙紙」）（不包括臨時入住許可證）。在以上情況下，本行可依酌情權，將貸款金額減少至貸款放出時抵押物業估值之60%，或全額償還貸款。

3. 保險保費之支付

本行有權從借貸人、按揭人、擔保人（「義務人」），收取相當於根據本行與 HKMCI 共同簽署之總按揭保單而由本行應支付的保費（包括任何增加之保費）之金額。本行與 HKMCI 共同簽署之總按揭保單，內容為有關相關按揭所抵押的貸款金額中超過貸款抵押品在訂立貸款合約時的抵押物業價值的60%的部份，HKMCI 將向本行發出的按揭保險之保費。

義務人共同及個別同意，在本行需要向 HKMCI 支付就貸款提供之保險保費（包括任何額外保費，如適用）前，不時按本行書面要求先向本行支付同等金額。本行可按其酌情權從義務人（或其任何一人）按年收取任何該等金額，及在增加保費時視情況按年收取該等金額或一次收取款項。

4. 保險保費

如LTV在90%或以下（不包括任何一次支付保費的墊支），則：

- a) 若閣下選擇了一次支付保費，而保險其後被取消，一次支付保費的部份金額將獲發還。發還的金額將與本行從 HKMCI 取回的一次支付保費發還部份掛鈎，並以下列方程式計算：
 - i) 貸款放出日起 1 年內提早清還貸款，將發還已支付的一次支付保費的40%；
 - ii) 貸款放出日起 2 年內提早清還貸款，將發還已支付的一次支付保費的25%；
 - iii) 貸款放出日起 3 年內提早清還貸款，將發還已支付的一次支付保費的15%；及
 - iv) 貸款放出日起 3 年後提早清還貸款，一次支付保費將不獲發還。
- b) 只有在下列全部條件均符合的情況下，上述款項才會或發還：
 - i) 貸款之保險並未作出任何賠償，或準備作任何賠償；
 - ii) 貸款並未出現逾期達 6 0 天或以上的欠繳（從分期付款應付日期起計算），義務人亦沒有重大違反本要約書或貸款涉及的衡平法按揭 / 法定押記，本行在取消貸款的保險前緊接的 1 2 個月亦沒有發出任何欠款通知；
 - iii) 保險保費發還之申請手續，須在貸款全數清還日起計3個月內進行；及

- iv) 發生以下任何一事件：
 - a) 取消保險的唯一原因是提早償還全部貸款；或
 - b) 因樓花按揭保險涉及物業所在的建築物並未在完全按照有關政府批地條件及有關建築計劃在買賣合約所載的建築物完工日期當天或之前建成而取消保險；或
 - c) 因有關正式買賣合約被終止、撤銷、廢除或受挫失效而取消樓花按揭保險。
- c) 如發生以下任何一種情況而取消按揭保險，保險保費將不獲發還：
 - i) 尚餘之貸款下降至抵押物業估值之60%或以下；
 - ii) 出現任何重要違反按揭保險的章則的情況；
 - iii) HKMCI曾就貸款之保險作出賠償；或
 - iv) 貸款之全數清還基於本行的貸款重組或加按所產生。

只有當本行從 HKMCI收到保費之後，才會向借貸人發還保費。

若LTV高於90%（不包括任何一次支付保費的墊支），則：

- a) 需支付較高保險保費；
- b) 在任何情況下，保險保費將不獲發還。

5. 負債

閣下作為借貸人及按揭人 / 擔保人的總負債，包括所有貸款的本金及利息，及任何應付的成本及開支，應付保費或本行支付但仍未從閣下收取的保費，及所有購買及維持保險所需要成本、費用及開支。

6. 先決條件

本行將在符合下列先決條件後，向閣下提供相關之貸款安排：

- a) 由 HKMCI根據總按揭保單發出本行對該項貸款之承諾證書（「承諾證書」）；以及
- b) 完全完成及符合承諾證書所要求的先決條件，包括但不限於本行從義務人在貸款支用日期前收到等於保險的一次支付保費及/或首年年保費（視屬何情況而定）；以及
- c) 貸款需要在下列日期前支取（取較早者）(i) 承諾證書所載日期（或修正後之承諾證書，如適用）起計3個月內任何一天，或 (ii) 本要約書所載日期起計60天內任何一天；以及
- d) 根據樓花按揭保險計劃，義務人必須在支用貸款前或當時，支付正式買賣合約所涉及的所有印花稅；以及
- e) 本行須覆核所有抵押文件，並滿意該等覆核。

7. 同意及協議

每一義務人在此承認並接受以下條款：

- a) 本行向 HKMCI購買及維持的保險僅為本行（包括其繼承人及轉讓人）的保障、利益及權益，並不是為義務人進行；
- b) 本行從義務人收取或義務人支付等於有關保費的金額的款項，並不授予、製造或轉讓任何保險的所有權、利益、權力或權利予任何義務人；
- c) 沒有任何事件可阻止本行或其他人仕（包括有關保險公司或再保險公司）強制執行其針對相關物業對義務人追討義務人積欠金額之權利，即使其已透過保險獲得賠償，本行仍為該賠償金額之接受人；及
- d) 所有義務人必須簽署本要約書，而其按本要約書所有義務及負債均為共同及個別者。

8. 個人資料（本條文將凌駕附奉之「按揭服務章則和條款」第一條）

考慮到本行同意提供本貸款安排要約書中所載明之貸款，以及考慮到 HKMCI同意提供該貸款之保險（以衡平法按揭 / 法定押記作抵押），每一義務人在此共同且個別同意（並無異議）按以下方式使用、透露並轉移所有與義務人及貸款有關之資料、資訊和文件（總稱「資料」）：

- i) 本行可向 HKMCI提供、使用、披露及轉移其認為適當的資料，以供 HKMCI使用、選擇、保留及處理，作與保險及/或其他有關或附帶的用途；以及
- ii) 在衡平法按揭及 / 或法定押記贖回或解除前，HKMCI可以向任何按揭再保險公司（包括該等再保險公司使用的再保險公司）、主事人、代理人、承包商、第三者服務供應商及 HKMCI的繼承人及轉讓人使用、披露及轉移其所有、涉及義務人及 / 或按按揭保險計劃 / 樓花按揭保險計劃、由 HKMCI提供保險的貸款的資料，供任何上述機構以其認為適當方式在進行涉及保險及 / 或其他有關或附帶的用途時，在香港或境外使用、選擇、保留及處理該等資料；及
- iii) 資料可被使用，並受星展銀行（香港）有限公司（DBS集團成員）之個人資料政策約束，該政策之最新版本之副本可不時提供予閣下；以及
- iv) 資料會由有權根據星展銀行（香港）有限公司（DBS集團成員）之個人資料政策取得資料之任何人（為「接收人」）提供給任何一方，該任何一方與提供資料之一方的關係，與接收人和本行之關係相同，且與任何在香港特別行政區之內或之外之任何一方之關係也相同，且義務人謹此對該資料提供不表異議。

9. 其他條款

- a) 本要約書之提供，以及本保險之提出，是按照義務人或義務人之指定代表口頭及在貸款申請書上所提供的陳述、保證及資料所作出。若任何義務人提供的資料、事實、情況、表述、陳述及 / 或個別情況在提取貸款之前或之後有重大更改，義務人必須通知本行。若任何陳述、保證及資料變得不正確或不完全，本行保留權利更改或取消本要約，或要求閣下全額償還貸款。
- b) 按揭所涉及物業僅供借貸人 / 按揭人（視乎情況而定）及其近親家庭成員作居住用途（「自住」），而借貸人 / 按揭人（視乎情況而定）須在接獲本行要求後1個月內，以本行指定格式向本行書面保證及證明該物業僅作自住用途。若借貸人 / 按揭人（視乎情況而定）未能提供該等保證及證明及 / 或遵守上述自住要求，本行有權要求立即償還全部或任何部份貸款，及 / 或向其任何一人或全部義務人施加任何本行按其酌情權認為適合的條件，包括但不限於收取等於本行就保險需要向 HKMCI 額外支付的保費的金額。
- c) 若本行因義務人（或其任何一人）未能在有關貸款的保險的存在期間的任何時間遵照、履行、或遵守本要約書、申請書及其附件、正式買賣合約及 / 或衡平法按揭 / 法定押記的章則或自住要求而需要就保險向 HKMCI 支付額外保費，本行有權向義務人（或其任何一人）收取等於本行因而需要額外支付的款項的金額，或要求借貸人 / 按揭人遵守自住要求（如適用）。為避免疑問，本要約書任何條文，均不影響本行要求償還貸款及收取按照要約書及 / 或衡平法按揭及 / 或法定押記應收取的款項的權利。