

Consent Relating to Mortgage Data (Form 1)

To: OCBC Wing Hang Bank Limited (the "Bank")

For the purpose of setting up a comprehensive database by the credit reference agency, TransUnion Limited ("TU"), for mortgage data sharing among all credit providers in Hong Kong, I am invited to expressly consent to all the uses of my data set out in this form. I understand that my refusal to give the consent will not necessarily result in my application (whether as a borrower, mortgagor or guarantor) to the bank for the mortgage loan under application being denied or not being processed at all.

"Existing Mortgage Loan(s)" refers to any or all outstanding loans secured by real properties (loans secured by real properties are defined as "mortgage loans" and each a "mortgage loan") that have been granted by the bank and/or any other credit providers in Hong Kong to me (whether as a borrower, mortgagor or guarantor, and whether in my sole name or in joint names with others) with respect to applications made by me on or before 31st March 2011.

"Mortgage Data" refers to my personal data in relation to my Existing Mortgage Loan(s), and such data only consist of the following (and shall include any updated data of the following items from time to time):

- (a) my full name;
- (b) my capacity in respect of each mortgage (as borrower, mortgagor or guarantor);
- (c) my Hong Kong Identity Card Number or travel document number;
- (d) my date of birth;
- (e) my correspondence address;
- (f) my mortgage account number in respect of each mortgage;
- (g) type of the facility in respect of each mortgage;
- (h) my mortgage account status in respect of each mortgage (e.g., active, closed, write-off); and
- (i) if any, my mortgage account closed date in respect of each mortgage.

"Mortgage Count" refers to the total number of outstanding mortgage loans held by me with credit providers in Hong Kong (whether as a borrower, mortgagor or guarantor, and whether in my sole name or in joint names with others) from time to time (including my Existing Mortgage Loan(s)).

"Relevant Credit Providers" refers to any or all credit providers in Hong Kong with whom I have Existing Mortgage Loan(s).

This consent is given by me to the bank on its own behalf, and on behalf of, and as agent for, TU and all other credit providers in Hong Kong for the following uses of my Mortgage Data and Mortgage Count:

- (a) **the transfer to TU by the bank of my Mortgage Data (if any) that is currently held by the bank or, if I have no Existing Mortgage Loan(s) with the bank, the transfer of my full name, Hong Kong Identity Card Number (or if applicable travel document number) and date of birth, and in each case the fact that I have made a new application for mortgage loan (whether as a borrower, mortgagor or guarantor) with the bank;**
- (b) TU checking if my Mortgage Count is on the TU database and, if it is not, TU making enquiries with all its members (i.e., credit providers in Hong Kong) other than the bank by disclosing my full name, Hong Kong Identity Card Number (or if applicable travel document number) and date of birth to all other TU members to check if there are any existing mortgage loans held by me (whether as a borrower, mortgagor or guarantor) with any other TU member, and TU may use my full name, Hong Kong Identity Card Number (or if applicable travel document number) and date of birth for the above purposes more than once;
- (c) releasing my Mortgage Data to TU by each of the Relevant Credit Providers;
- (d) TU uploading all my Mortgage Data obtained from the bank and each of the Relevant Credit Providers onto the TU database and compiling my Mortgage Count;
- (e) **TU providing my Mortgage Count to the bank and each of the Relevant Credit Providers for the purposes of:**
 - (1) considering mortgage loan application(s) made by me (whether as a borrower, mortgagor or guarantor) from time to time;
 - (2) reviewing any credit facility (including mortgage loan) granted or to be granted to me (whether as a borrower, mortgagor or guarantor) which is in default for a period of more than 60 days with a view to putting in place any debt restructuring, rescheduling or other modification of the terms of such credit facility by the credit provider;
 - (3) reviewing any credit facility (including mortgage loan) granted or to be granted to me (whether as a borrower, mortgagor or guarantor) where there is in place any debt restructuring, rescheduling or other modification of the terms of such credit facility between the credit provider and me consequent upon a default in the repayment of

such credit facility for implementing such arrangement; and/or
(4) reviewing any credit facility (including mortgage loan) granted or to be granted to me (whether as a borrower, mortgagor or guarantor) with a view to putting in place any debt restructuring, rescheduling or other modification of the terms of any credit facility initiated by my request;

(f) TU providing my Mortgage Count to the bank and each of the Relevant Credit Providers after the transitional period expires on 31st March 2013 for the purposes of:

- (1) reviewing and renewing mortgage loans granted or to be granted to me (whether as a borrower, mortgagor or guarantor); and
- (2) considering my application for credit facility (other than mortgage loan) and/or reviewing or renewing any facility (other than mortgage loan) granted or to be granted to me (whether as a borrower or guarantor), in each case where such facility is in an amount not less than such level or to be determined by a mechanism as prescribed or approved by the Privacy Commissioner for Personal Data from time to time; and

(g) the bank disclosing my Mortgage Count to any co-borrower, co-mortgagor, co-guarantor (if any) of the mortgage loan under application.

By signing this Form, I understand that, regardless of the result of my mortgage loan application (whether as a borrower, mortgagor or guarantor), the bank is entitled to retain this Form up to the time it receives notice from TU that all credit facilities (including mortgage loans) granted by credit providers in Hong Kong to me (whether as a borrower, mortgagor or guarantor) have been fully settled and I

* give consent to the bank, each of the Relevant Credit Providers and TU to act in accordance with (a) to (g) above.

* decline to give consent and acknowledge that:

- (i) my refusal to give the consent will not have or be deemed to have the effect of withdrawing any consent given by me prior to this application to any credit providers in Hong Kong (including the bank) and TU to contribute, use, access, compile and/or maintain my Mortgage Data and Mortgage Count. If I wish to withdraw consent previously given, I have to sign separate withdrawal form addressing to the relevant credit providers and TU; and
- (ii) while my Mortgage Data will not be transferred to TU by the bank, if the mortgage loan under application is granted and drawdown, the items of personal data listed in the definition of "Mortgage Data" with respect to the new mortgage loan granted and drawdown will be transferred to TU by the bank as set out in the [Notices to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance] of the bank provided to me.

Signature

Name (as shown on ID card/ travel document):

ID No.:

Date:

**Please put "✓" in where appropriate*

For bank use only			
S.V.		Checked by	