

**APPLICATION FORM FOR
DEDICATED 100% LOAN GUARANTEE SCHEME (“DLGS”)**

「百分百擔保貸款專項計劃」申請表



113341471

Attention 注意

1. Please tick “✓” the below when it is applicable. 請在所需方格內填上「✓」號。
2. All fields below are mandatory to fill in (if applicable). 以下所有欄位均為必需填寫項目(如適用)。

A. APPLICANT INFORMATION 客戶資料			
<input type="checkbox"/> Company Applicant 公司客戶		<input type="checkbox"/> Personal Applicant 個人客戶 [Applicable for Taxi Owners only 只適用於的士車主(ETX100)]	
Name of the Applicant (in English) 客戶名稱(英文)			
Name of the Applicant (in Chinese) 客戶名稱(中文)			
Company Information 公司資料	Company Type 公司類別 <input type="checkbox"/> Limited Company 有限公司 <input type="checkbox"/> Partnership 合夥經營商號 <input type="checkbox"/> Sole Proprietorship 獨資經營商號 <input type="checkbox"/> Other (please specify) 其他(請註明) _____	Business Registration No. 商業登記證編號 _____	
		Certificate of Incorporation No. 公司註冊編號 _____	
HKID No. of Personal Applicant 個人客戶之香港身份證號碼		_____ (_____)	
Contact Number 聯絡電話		Email Address 電郵地址	
Address of the Applicant 客戶地址	<input type="checkbox"/> Business Address 公司營業地址 <input type="checkbox"/> Personal Address 個人住址		
Correspondence Address 通訊地址	<input type="checkbox"/> Same as above 同上		
B. LOAN DETAILS 貸款資料			
The program period of below sectors are subject to the latest announcement of HKMC Insurance Limited. 以下專項計劃之申請期限以按證保險公司最新公布為準。			
	Specified Sector of Borrower 借款人的特定行業	Sector Code 行業編號	
<input type="checkbox"/>	Licensed Travel Agent 持牌旅行代理商 No. of staff members according to Anti-Epidemic Fund (AEF2.0) record (if applicable): 請提供合資格獲得 AEF2.0 補貼的員工人數(如適用): _____	LTA100	
<input type="checkbox"/>	Local Tour Coach Registered Owner (A01) 本地旅遊巴士登記車主	LTC100	
<input type="checkbox"/>	Cross-Boundary Tour Coach Registered Owners (A05) 跨境旅遊巴士登記車主	CBC100	
<input type="checkbox"/>	Cross-Boundary Hire Car Registered Owners 跨境出租車登記車主	CHC100	
<input type="checkbox"/>	Cross-Boundary Ferry Owner/ Operation 跨境渡輪船東或營運者	CBF100	
<input type="checkbox"/>	Taxi Owners 的士車主	ETX100	
Applied Loan Amount (HK\$) 申請貸款金額(港幣) _____		Loan Tenor * 貸款期數 * _____ Months /月 * Maximum loan tenor is 120 months 最高貸款期為 120 個月	
For Bank Use Only 銀行專用			
Document received by			
Department Name _____		Staff Name _____	
Document received date _____			
Original documents send to <input type="checkbox"/> EPBD OIC <input type="checkbox"/> CMBD OIC <input type="checkbox"/> CPBD OIC			

C. GUARANTORS DETAILS**擔保人資料**

Guarantor(s) should be (a) the Sole Proprietor OR (b) all Partners OR (c) Major Shareholders who directly/indirectly hold in aggregate more than 50% of the issued share capital of the Applicant

擔保人必須為申請公司之(a)獨資東主或(b)所有合夥人或(c)直接或間接持有借款人已發行總股本 >50%的主要股東

* Please make a copy of this page if there is insufficient space. 如多於 3 位擔保人，可列印此頁作補充。

	Guarantor 擔保人 (1)	Guarantor 擔保人 (2)	Guarantor 擔保人 (3)
Name 姓名	<input type="checkbox"/> Mr 先生 <input type="checkbox"/> Mrs 太太 <input type="checkbox"/> Miss 小姐 <input type="checkbox"/> Ms 女士	<input type="checkbox"/> Mr 先生 <input type="checkbox"/> Mrs 太太 <input type="checkbox"/> Miss 小姐 <input type="checkbox"/> Ms 女士	<input type="checkbox"/> Mr 先生 <input type="checkbox"/> Mrs 太太 <input type="checkbox"/> Miss 小姐 <input type="checkbox"/> Ms 女士
HKID No. / Passport No. 香港身份證號碼 / 護照號碼			
Nationality 國籍			
Date of Birth 出生日期	_____ (DD / MM / YYYY 日 / 月 / 年)	_____ (DD / MM / YYYY 日 / 月 / 年)	_____ (DD / MM / YYYY 日 / 月 / 年)
Relationship with the Company 與公司的關係	<input type="checkbox"/> Director 董事 <input type="checkbox"/> Shareholder 股東 <input type="checkbox"/> Sole Proprietor 東主 <input type="checkbox"/> Partner 合夥人	<input type="checkbox"/> Director 董事 <input type="checkbox"/> Shareholder 股東 <input type="checkbox"/> Sole Proprietor 東主 <input type="checkbox"/> Partner 合夥人	<input type="checkbox"/> Director 董事 <input type="checkbox"/> Shareholder 股東 <input type="checkbox"/> Sole Proprietor 東主 <input type="checkbox"/> Partner 合夥人
Shareholding / Ownership 持股量 / 權益	_____ %	_____ %	_____ %
Telephone No. 電話號碼	Mobile 手提 _____ Home 住宅 _____	Mobile 手提 _____ Home 住宅 _____	Mobile 手提 _____ Home 住宅 _____
Correspondence Address 通訊地址			
Residential Address 住宅地址	<input type="checkbox"/> Same as above 同上	<input type="checkbox"/> Same as above 同上	<input type="checkbox"/> Same as above 同上

D. Application for the Change of Loan Terms Note 1
申請更改貸款條款 註 1

BEA Loan Number
東亞銀行貸款號碼

- Apply for Principal Repayment Holiday (Maximum 12 months, minimum 6 months for each application)
申請還息不還本(每次申請最長為 12 個月·最短為 6 個月)

Principal Repayment Holiday approved on the existing loan (If any) 原「還息不還本」獲批期數(如有)	Proposed Principal Repayment Holiday after modification 是次更改後「還息不還本」期數

- Change of Guarantor 更改擔保人

	Existing Guarantor Detail 原擔保人資料	New Guarantor Detail <small>Note 2</small> 新擔保人資料 <small>註 2</small>
Name / ID No. of Guarantor 擔保人姓名 / 身份證號碼		
Name / ID No. of Guarantor 擔保人姓名 / 身份證號碼		
Name / ID No. of Guarantor 擔保人姓名 / 身份證號碼		

- Change of Repayment Period 更改還款期

Existing BEA Loan Number 現有東亞銀行貸款號碼	Remaining Loan Tenor(s) on the Existing loan 原還款期數	Proposed Loan Tenor(s) after modification 是次更改後還款期數

- Request for Partial Principal Prepayment 申請提早部分本金還款

Prepayment Date 提早還款日期	BEA Loan Number 東亞銀行貸款號碼	Existing Outstanding Loan Amount 目前貸款餘額	Partial Principal Prepayment Amount 部分本金還款金額
_____ (DD/MM/YYYY 日/月/年)		HK\$ 港幣	HK\$ 港幣
_____ (DD/MM/YYYY 日/月/年)		HK\$ 港幣	HK\$ 港幣

- Request for Full Prepayment 申請提早全數還款

Prepayment Date 提早還款日期	BEA Loan Number 東亞銀行貸款號碼	Total Prepayment Amount 總還款金額
_____ (DD/MM/YYYY 日/月/年)		HK\$ 港幣
_____ (DD/MM/YYYY 日/月/年)		HK\$ 港幣

Note 1: The loan terms (including but not limited to interest rate, monthly repayment amount, and loan tenor) may be changed according to the change of guarantor, repayment period or partial principal repayment subject to the Bank's final approval of the application.

註 1 : 貸款條款(包括但不限於利率、每月還款額、貸款年期)可能會因更改擔保人、更改還款期或更改部分本金還款而有所改變,並以本行最終審批為準。

Note 2: For New Guarantor, please also fill in Part C - Guarantors Details.

註 2 : 如有新增擔保人,請同時填上 C 部 - 擔保人資料。

E. RELATIONSHIP WITH BEA

與東亞銀行有限公司的關係

*Please make a copy of this page if there is insufficient space. 如不夠位置填寫，可列印此頁作補充

This part should be completed by director/ authorized person of Corporate Applicant in relation to the directors/ shareholders/ guarantors of the corporate applicant (the "Related Parties").

- 1) Are the directors/shareholders/guarantor of the corporate applicant (the "Related Parties") be the relatives^{note3} of any employee, senior management, key staff^{note4}, director, controller or minority shareholder controller of BEA, its subsidiaries, fellow subsidiaries and other entities over which the Bank is able to exert control?

請問申請之公司的董事/股東/擔保人(「關連人士」)是否為東亞銀行、其附屬公司、同系附屬公司及本行能夠控制的其他實體的任何僱員、高級管理人員、主要員工^{註4}、董事、控制人或少數股東控制人的親屬^{註3}?

No. I/We hereby declare, to the best of my knowledge and belief, having made due enquiry, that the below Related Parties are **not** relatives of any employee, senior management, key staff, director, controller or minority shareholder controller of BEA, its subsidiaries, fellow subsidiaries and other entities over which the Bank is able to exert control. I undertake to notify BEA promptly in writing should any of the below Related Parties becomes so related subsequent to the date of this declaration.

否。本人(等)特此聲明，盡本人所知及所信，經適當查詢後，以下關連人士並非東亞銀行、其附屬公司、同系附屬公司及本行能夠控制的其他實體的任何僱員、高級管理人員、主要職員、董事、控制人或少數股東控制人的親屬。本人承諾如果以下任何關連人士在本聲明日期後發生關聯，將立即以書面形式通知東亞銀行。

Name of the Related Party 關連人士姓名	Capacity 身份 (Director 董事/ Shareholder 股東/ Guarantor 擔保人)	Name of the Related Party 關連人士姓名	Capacity 身份 (Director 董事/ Shareholder 股 東/ Guarantor 擔保人)
1)		4)	
2)		5)	
3)		6)	

Yes. The below Related Party/Parties is/are the relative(s) of the following employee, senior management, key staff, director, controller or minority shareholder controller of BEA, its subsidiaries, fellow subsidiaries and other entities over which the Bank is able to exert control:

是。以下關連人士為東亞銀行、東亞銀行其附屬公司、同系附屬公司及本行能夠控制的其他實體的下列僱員、高級管理人員、主要員工、董事、控制人或少數股東控制人的親屬：

Name of the Related Party 關連人士姓名	Name of the relatives 親屬姓名 (as printed on identification document 以身份證明文件上之姓名為準)	The relative's (1) job position and (2) department/division/BEA subsidiary/fellow subsidiary/other entities 該親屬(1)工作職位及 (2)部門/分部/東亞銀行其附屬公司/同系附屬公司/其他實體	Relationship 關係

- 2) I confirm that I have obtained consent from the individuals listed in the table(s) above for the provision of their information to BEA for the purpose of enabling BEA to comply with the Banking (Exposure Limits) Rules and the Hong Kong Monetary Authority Supervisory Policy Manual CR-G-9 ("HKMA SPM").

本人確認本人已取得上表所列人士的同意，向東亞銀行提供其資料，以使東亞銀行遵守《銀行業(風險承擔限額)規則》及金管局《監管政策手冊》。

Note 3: "Relative" means:-

- (a) a parent, step-parent, adoptive parent, grandparent or great grandparent;
 - (b) a brother or sister;
 - (c) the spouse, any parent, step-parent, adoptive parent, brother or sister of any such spouse;
 - (d) a cohabitee;
 - (e) a party of a union of concubinage;
 - (f) a child (son / daughter), step-child, adopted child, grandchild or great grandchild.
- and, for the purposes of this definition:-
- > "Adopted" means adopted in a manner recognized by the laws of Hong Kong;
 - > "Cohabitee" means a natural person who live together with another natural person as a couple in an intimate relationship;
 - > "A union of concubinage" refers to a union entered into by a male partner and a female partner before 7 October 1971.

註3:「親屬」指

- (a) 父母、繼父母、領養父母、祖父母或外祖父母、曾祖父母或外曾祖父母;
- (b) 兄弟或姐妹;
- (c) 配偶、配偶的父母、繼父母、領養父母、配偶的兄弟或姐妹;
- (d) 同居伴侶;
- (e) 夫妻關係的一方;
- (f) 子女(兒子/女兒)、繼子女、領養子女、孫或孫女、外孫或外孫女、曾孫或外曾孫、或曾孫女 或外曾孫女。

並且，就本定義而言

- > 「領養」指以香港法律認可的方式領養;
- > 「同居伴侶」是指作為情侶在親密關係下共同生活的2名自然人之間的關係
- > 「夫妻關係」是指在1971年10月7日以前由男性伴侶和女性伴侶的締結的夫妻關係。

Note 4: "Key staff" refers to staff at General Manager or above and senior advisor

註4:「主要員工」係指總經理以上人員及高級顧問

F. THIRD PARTY REFERRAL CONFIRMATION**第三方轉介確認**

Is this application referred by any third party to The Bank of East Asia, Limited ("BEA")?

此申請是否由第三方轉介予東亞銀行？

- No, I/we confirm that my/our Loan Application above is NOT referred by a third party.
否·本人/我們確認本人/我們的上述貸款申請並非由第三方轉介。
- Yes, I/we confirm that my/our Loan Application above is referred by a third party whose details are as follows:
是·本人/我們確認本人/我們的上述貸款申請是由第三方轉介·其詳情如下：

Name of Third Party 第三方名稱	Identification Document No. / Business Registration No. 身份證明文件號碼 / 商業登記號碼	Telephone No. 電話號碼
Relationship with me/us 與本人/我們的關係		
Amount of fees charged or to be charged by the third party on me/us for referring my/our Loan Application to BEA 第三方就本人/我們之貸款申請轉介予東亞銀行所收取或將會收取的費用		

G. APPLICANT'S / GUARANTOR'S DECLARATION FOR DELICATED 100% LOAN GUARANTEE SCHEME

「百分百擔保貸款專項計劃」貸款申請客戶 / 擔保人聲明

In relation to the application to The Bank of East Asia, Limited ("BEA") for Dedicated 100% Loan Guarantee Scheme "DLGS", I/we acknowledge, confirm, agree and accept the following:

關於向東亞銀行有限公司(「東亞銀行」)申請「百分百擔保貸款專項計劃」, 本人(等)知悉、確認、同意及接受以下條款及細則:

- I/We warrant and represent that the information and the documents submitted by me/us in relation to this application are true and correct. I/We understand that the applied loan shall be granted on the basis of my/our warranty and representation and hereby authorise BEA to contact any necessary party for verification and/or to disclose to or obtain from any party any information concerning my/our loans or credit facilities I/we may maintain with BEA, other banks or financial institutions, credit agents or credit card companies at any time.

本人(等)保證本人(等)向東亞銀行提供之文件及資料均屬實無訛, 並明白此保證將為貸款合約之基礎。本人(等)現授權東亞銀行向有關機構查詢求證及向其他銀行、財務機構、信用諮詢公司或信用卡公司透露或索取本人(等)之信貸資料。
- I/We understand that by making any intentional or negligent misrepresentation(s) and/or providing false information or omitting to provide relevant information in connection with this application, I/we may incur civil and/or criminal liability.

本人(等)明白如就此申請作出任何失實陳述及 /或提供虛假資料或漏報相關資料(不論故意或疏忽), 本人(等)我們或會招致民事及 /或刑事法律責任。
- I/We agree that BEA may use information from any credit reference bureau or agency to compare against the data provided by me/us for credit checking and BEA may verify data by making use of the information provided by any credit reference bureau or agency. I/We agree that my/our Loan account is subject to review from time to time and BEA may access my/our credit report from any credit reference bureau or agency to conduct such review.

本人(等)同意東亞銀行可使用任何信貸資料機構或公司所提供的資料與本人(等)所提供的資料作信貸審查, 而東亞銀行可以使用任何信貸資料機構或公司所提供的資料驗證本人(等)所提供的資料。本人(等)同意東亞銀行可能會不時為本人(等)之貸款賬戶進行覆核, 並向信貸資料機構或公司索取有關本人(等)之信貸報告作參考。
- I/We understand and agree that submitted documents are not returnable.

本人(等)同意不論貸款獲批核與否, 任何文件一經遞交予東亞銀行將不獲退還。
- I/We also confirm that I/we and/or any of the following parties have no relationship with the directors, controllers or employees (within the meaning of Part 8 of the Banking (Exposure Limits) Rules ("BELR")) of The Bank of East Asia Group: 1) Shareholders and directors of the Applicant, in the case of a limited company, 2) Sole proprietor or any of the partners of the Applicant, in the case of an unlimited company, 3) Any of the guarantor(s) and/or security provider(s) in respect of the loan. I/We undertake to notify BEA promptly in writing should I/we become so related subsequent to the date of this application.

本人(等)確認申請人和以下各方的任何一方與東亞銀行集團的董事、控權人或僱員《銀行業(風險承擔限度)規則》第8部份所指的董事或僱員)並無任何的關係: 1)申請人的股東或董事(如果是有限公司); 2)申請人的獨資東主或合夥人的任何一位(如果是無限公司); 3)任何一位擔保人; 或4)任何一位貸款擔保物的提供者。如果申請人或上述各方的任何一方將來變為擁有這種關係的, 申請人承諾會即時以書面通知東亞銀行。
- I/We have read and fully understood the contents of the Personal Information Collection (Customers) Statement issued by BEA in compliance with the Personal Data (Privacy) Ordinance that accompanies this application and agree to be bound by the terms and conditions thereof.

本人(等)已細閱及明白隨附之由東亞銀行依從個人資料(私隱)條例發出之個人資料收集(客戶)聲明的內容並同意受該聲明內之條款約束。
- (Applicable to the Applicant only) I/We hereby consent to and authorise BEA from time to time to provide any guarantor or provider of security and/or potential guarantor or provider of security and/or each of their legal advisers and BEA's legal adviser in respect of any loan or credit facilities or hire purchase/leasing facilities extended to me/us (the "Facilities") with the following information or documents in order to enable BEA to process the application and (where the application is approved) grant, establish, make available, maintain, operate and/or enforce the Facilities and any security (including without limitation, any guarantee or third party security) relating to the Facilities:

(只適用於申請人)本人(等)謹此同意及授權東亞銀行就所提供給本人(等)的任何貸款或信貸融資或租購/租賃便利(「該便利」)而言, 可不時向任何提供擔保或抵押的人士、擬提供擔保或抵押的人士及 /或其律師及東亞銀行的律師提供下列文件或資料, 使東亞銀行可以處理貸款申請及(如申請成功批核)批出、設立、提供、維持、運作及 /或執行該貸款的任何抵押文件(包括但不限於任何擔保書或第三方抵押文件):

 - any and all my/our personal data, financial information and/or other information relating to me/us, the Facilities and any security relating thereto, any account maintained by me/us with BEA and/or any dealings between me/us and BEA in connection with the Facilities or any security whether collected or obtained by BEA from me/us or any other person or source (including, without limitation, any facility letter, facility agreement, statement of account or formal demand for any overdue amount issued by BEA to me/us, any data and information compiled or generated by BEA and/or any data and information compiled or generated by any other person including any other financial institution or any credit reference agency and provided to BEA);
 - a copy of the contract evidencing the obligations to be guaranteed or secured or a summary thereof;
 - a copy of any formal demand for overdue payment which is sent to me/us after I/we have failed to settle an overdue amount following a customary reminder; and
 - on request by the guarantor or provider of security, a copy of the latest statement of account provided to me/us.

有關本人(等)、該便利及其相關的抵押文件、本人(等)在東亞銀行開立的任何賬戶及 /或本人(等)及東亞銀行之間有關該便利及其相關的抵押文件的任何往來或交易的任何及所有個人資料、財政狀況資料及其他資料, 不論由東亞銀行向本人(等)或任何其他人士或資料來源收集或獲取(包括但不限於任何貸款書、協議、賬戶結單或由東亞銀行向本人(等)就任何逾期欠款發出的正式還款要求、由東亞銀行編製或產生的任何數據及資料、或由任何其他人士(包括任何其他金融機構或任何信貸資料服務機構)編製、產生及向東亞銀行提供的任何數據及資料);

證明受擔保或抵押的責任的合約副本一份或其摘要;

在本人(等)收到慣常催繳單後仍未清償已過期數額而向本人(等)發出的催繳已過期數額的任何正式付款要求的副本一份; 及

在提供擔保或抵押的人士不時提出要求時, 一份向本人(等)提供的最新賬目結算表副本。

G. APPLICANT'S / GUARANTOR'S DECLARATION FOR DELICATED 100% LOAN GUARANTEE SCHEME (CONTINUED)

「百分百擔保貸款專項計劃」貸款申請客戶 / 擔保人聲明(續)

8. I/We understand that in the event of any default in payment, unless the amount in default is fully repaid before the expiry date of 60 days from the date such default occurred, I/we shall be liable to have my/our account data retained by the credit reference agency for a period of up to 5 years after repayment in full.
本人(等)明白如有還款拖欠的情況出現·除非本人(等)能於欠款日起計60天內全數清償所有欠款·否則信貸資料機構將由本人(等)全數清償欠款之日起計的5年內保留有關本人(等)賬戶的資料。
9. I/We further understand that in the event this application is approved, I/we shall have the right to instruct BEA to request the relevant credit reference agency to delete all my/our account data in relation to the account upon termination thereof by full repayment, provided that the account was at no time in default of payment for a period in excess of 60 days during the 5 years immediately preceding the date of account termination.
本人(等)更明白如此申請被成功批核後·倘若本人(等)的賬戶在結束之前的5年內從未出現欠款期超過60天的欠款紀錄·本人(等)有權指示東亞銀行向有關的信貸資料機構要求在該賬戶欠賬全數清還而結束時刪除全部有關本人(等)賬戶的資料。
10. I/We understand and agree that (i) this application is subject to further review, credit evaluation and approval of The Bank of East Asia, Limited ("BEA") and (ii) BEA reserves the sole right to decline this application or to stipulate any credit condition(s) for the loan facility(ies) (such as approving an amount less than the amount originally applied for) without giving any reason. I/We agree to provide further information and documentation in connection with this application, as requested by BEA. I/We also understand and agree that this application, together with any other information and documentation provided by me/us, shall be retained by BEA whether or not this application is approved.
本人(等)明白及同意(i)此申請需經東亞銀行有限公司(「東亞銀行」)進一步覆核·信貸審核和批准及(ii)東亞銀行保留絕對權力不批准此申請或就貸款設定任何信貸條件(如批核之貸款金額可少於原來申請之金額)而不需要提供任何理由。本人(等)同意進一步提供東亞銀行認為與此申請有關之資料及文件。本人(等)理解及同意·無論此申請批核與否·東亞銀行有權保留此申請表格及一切有關資料及文件。
11. I/We have read and fully understand and acknowledge, confirm, accept and agree to be bound by all the terms and conditions of this application form, including those terms and conditions as set out overleaf of this application form. I/We agree and accept that the loan amount, the interest rate, fees, charges and any other credit conditions relating to the loan facility(ies) shall be subject to further review and approval of BEA. I/We undertake to pay the monthly repayment amounts, interest, and any applicable fees and charges in accordance with the loan terms and conditions as stipulated by BEA. I/We also agree and accept that BEA reserves the sole right to amend or adjust the loan interest rate, fees, charges, and any other terms and conditions relating to the loan facility(ies) at any time as BEA deems fit.
本人(等)已閱讀、清楚明白、確認、接受及同意受此申請表格上的所有條款及細則所約束·包括列於此申請表背頁之條款及細則。本人(等)同意及接受貸款額、息率、收費、費用及其他信貸條件需經東亞銀行進一步審核及批准。本人(等)承諾會按東亞銀行訂定之貸款條款及細則繳付每月還款額、利息及任何適用的收費及費用。本人(等)亦同意及接受東亞銀行保留絕對權力於其認為適當的時候隨時更改或調整貸款息率、收費、費用及其他貸款條款及細則。
12. I/We hereby declare that the referral status of my Loan Application as stated above is true and correct. I understand that my/our Loan Application will not be processed if my/our Loan Application is referred by a third party and such third party is not an appointed third party of BEA or there is any fee paid or to be paid by me/us to the third party regarding my/our Loan Application.
本人/我們在此聲明上述貸款申請轉介狀況為真確無誤。本人/我們理解若本人/我們之貸款申請由第三方轉介·而該第三方並非東亞銀行的指定第三方·或本人/我們已經或將會繳付任何費用予該第三方·此申請將不會被受理。

H. OPT-OUT FROM USE OF PERSONAL DATA IN DIRECT MARKETING, EXCLUSIVE OF PRIVATE BANKING SERVICES

選擇拒絕在直接促銷中使用個人資料(不包括私人銀行服務)

* Please make a copy of this page if there is insufficient space. 如多於 3 位擔保人，可列印此頁作補充。

Applicable to the (a) shareholders and directors of the Applicant, in the case of (a) limited company; (b) sole proprietor or any of the partners of the Applicant, in the case of an unlimited company; (c) any of the guarantor(s) and/or security provider(s) in respect of the Loan.

適用於 (a) 申請人的股東或董事 (如果是有限公司); (b) 申請人的獨資東主或合夥人的任何一位 (如果是無限公司); (c) 任何一位擔保人及 / 或任何一位貸款擔保物的提供人。

Applicant / Guarantor (1)

申請人 / 擔保人 (1)

- The Bank may use your personal data for direct marketing. Please check (“✓”) the relevant box(es) if do not wish the Bank to use your personal data for direct marketing (exclusive of direct marketing of private banking services solely rendered to the Private Banking customers of the Bank) through any of the following channels.

本行可能會使用你的個人資料作直接促銷。如你不同意本行透過以下任何途徑使用你的個人資料作直接促銷(不包括只提供予本行私人銀行客戶之私人銀行服務直接促銷)，請於有關方格填上「✓」。

Email 電郵 Text messages (SMS/MMS) 流動訊息(短訊 / 多媒體訊息) Direct mail 推廣郵件

Statement inserts 隨結單郵寄之宣傳單張 Phone calls 電話

By not checking (“✓”) a particular channel, you consent that the Bank can use your personal data for direct marketing through that channel. If you are a Private Banking customer of the Bank and want to opt out from direct marketing activities of private banking services of the Bank, please contact your Relationship Manager.

如有任何途徑未有填上「✓」，即表示你同意本行可透過該途徑使用你的個人資料作直接促銷。如你是本行私人銀行客戶及不希望接受本行私人銀行服務之直接促銷活動，請與閣下之客戶經理聯絡。

Provision of personal data to other persons for direct marketing 提供個人資料予其他人士作直接促銷

The Bank may provide your personal data to other person for their use in direct marketing in return for money or other property.

本行可能會將你的個人資料提供予其他人士作其直接促銷之用而獲得金錢或其他財產的回報。

- You should check (“✓”) this box if you do not wish the Bank to provide your personal data to other persons for their use as stated above.**

如閣下不希望本行從上述途徑將閣下的個人資料提供予任何其他人士供該等人士在直接促銷中使用，請在此項左邊的方格內加上剔號(「✓」)。

Applicant / Guarantor (2)

申請人 / 擔保人 (2)

- The Bank may use your personal data for direct marketing. Please check (“✓”) the relevant box(es) if do not wish the Bank to use your personal data for direct marketing (exclusive of direct marketing of private banking services solely rendered to the Private Banking customers of the Bank) through any of the following channels.

本行可能會使用你的個人資料作直接促銷。如你不同意本行透過以下任何途徑使用你的個人資料作直接促銷(不包括只提供予本行私人銀行客戶之私人銀行服務直接促銷)，請於有關方格填上「✓」。

Email 電郵 Text messages (SMS/MMS) 流動訊息(短訊 / 多媒體訊息) Direct mail 推廣郵件

Statement inserts 隨結單郵寄之宣傳單張 Phone calls 電話

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如有任何途徑未有填上「✓」，即表示你同意本行可透過該途徑使用你的個人資料作直接促銷。如你是本行私人銀行客戶及不希望接受本行私人銀行服務之直接促銷活動，請與閣下之客戶經理聯絡。

Provision of personal data to other persons for direct marketing 提供個人資料予其他人士作直接促銷

The Bank may provide your personal data to other person for their use in direct marketing in return for money or other property.

本行可能會將你的個人資料提供予其他人士作其直接促銷之用而獲得金錢或其他財產的回報。

- You should check (“✓”) this box if you do not wish the Bank to provide your personal data to other persons for their use as stated above.**

如閣下不希望本行從上述途徑將閣下的個人資料提供予任何其他人士供該等人士在直接促銷中使用，請在此項左邊的方格內加上剔號(「✓」)。

Applicant / Guarantor (3)

申請人 / 擔保人 (3)

- The Bank may use your personal data for direct marketing. Please check (“✓”) the relevant box(es) if do not wish the Bank to use your personal data for direct marketing (exclusive of direct marketing of private banking services solely rendered to the Private Banking customers of the Bank) through any of the following channels.

本行可能會使用你的個人資料作直接促銷。如你不同意本行透過以下任何途徑使用你的個人資料作直接促銷(不包括只提供予本行私人銀行客戶之私人銀行服務直接促銷)，請於有關方格填上「✓」。

Email 電郵 Text messages (SMS/MMS) 流動訊息(短訊 / 多媒體訊息) Direct mail 推廣郵件

Statement inserts 隨結單郵寄之宣傳單張 Phone calls 電話

By not checking (“✓”) a particular channel, you consent that the Bank can use your personal data for direct marketing through that channel. If you are a Private Banking customer of the Bank and want to opt out from direct marketing activities of private banking services of the Bank, please contact your Relationship Manager.

如有任何途徑未有填上「✓」，即表示你同意本行可透過該途徑使用你的個人資料作直接促銷。如你是本行私人銀行客戶及不希望接受本行私人銀行服務之直接促銷活動，請與閣下之客戶經理聯絡。

Provision of personal data to other persons for direct marketing 提供個人資料予其他人士作直接促銷

The Bank may provide your personal data to other person for their use in direct marketing in return for money or other property.

本行可能會將你的個人資料提供予其他人士作其直接促銷之用而獲得金錢或其他財產的回報。

- You should check (“✓”) this box if you do not wish the Bank to provide your personal data to other persons for their use as stated above.**

如閣下不希望本行從上述途徑將閣下的個人資料提供予任何其他人士供該等人士在直接促銷中使用，請在此項左邊的方格內加上剔號(「✓」)。

Important Note 重要提示

The above represents your present choice as to whether or not to receive direct marketing contact or information which shall become effective and shall replace any choice regarding direct marketing communicated by you to the Bank prior to this application ONLY AFTER successful opening of this account. Accordingly, if you wish the Bank to update your choice in relation to direct marketing arrangement immediately, please contact our branch staff for separate arrangement.

以上代表你目前就是否接收直接促銷聯繫或資訊的選擇。該選擇只會於此賬戶成功開立後生效，並將取代你於此申請前向本行表達之任何有關直接促銷的選擇。如你期望本行立即更新你就直接促銷安排之選擇，請聯絡本行分行職員作個別安排。

Please note that your above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in The Personal Data (Privacy) Ordinance – Personal Information Collection (Customers) Statement of the Bank (“Statement”). Please also refer to the Statement on the kinds of personal data which may be used in direct marketing and the classes of persons to which your personal data may be provided for them to use in direct marketing.

請注意你以上的選擇適用於就本行的「個人資料(私隱)條例」(「該聲明」)中所列出的產品、服務及/或標的類別的直接促銷。你亦可參閱該聲明以得知在直接促銷中可使用的個人資料的種類，以及你的個人資料可提供予什麼類別的人士以供該等人士在直接促銷中使用。

I. SIGNING OF APPLICATION

申請表簽署

* Please make a copy of this page if there is insufficient space. 如多於 3 位擔保人，可列印此頁作補充。

- I/we confirm that I have read and understood the Contents of the Declaration, the Personal Data (Privacy) Ordinance-Personal Information Collection (Customers) Statement and the Terms and Conditions (if applicable) related to this Loan application and agree to be bound by the same. 本人 / 我們確認已經細閱及明白申請表內所載述的所有聲明、關於個人資料(私隱)條例 - 個人資料收集(客戶)聲明及有關條例及細則(如適用)並同意受其約束。

X

Signature of the Applicant with Company Chop (if applicable)
客戶簽署及公司印章(如適用)

Name of the Applicant
客戶名稱

Date
日期

X

Signature of Guarantor (1)
擔保人(1)簽署

Name of Guarantor (1)
擔保人(1)姓名

Date
日期

X

Signature of Guarantor (2)
擔保人(2)簽署

Name of Guarantor (2)
擔保人(2)姓名

Date
日期

X

Signature of Guarantor (3)
擔保人(3)簽署

Name of Guarantor (3)
擔保人(3)姓名

Date
日期

To borrow or not to borrow? Borrow only if you can repay!

借定唔借？還得到先好借！

Remark: In assessing the application, BEA will consider the credit reports provided by Credit Reference Agencies ("CRAs") of the applicant, all guarantors and unincorporated companies solely owned by all guarantors. Should you wish to enquire the name and contact details of the CRA(s) which the Bank engages for obtaining the Credit Report(s). Please contact the Bank by phone 3608 1220.

Please be advised that individual customer entitles to the rights below.

- Request for and receive a copy of your Credit Report from the relevant CRA(s) free of charge if you are an individual who has been refused credit within the past 30 business days by the Bank, to whom a Credit Report on you has been provided by the same CRA(s) for the Bank's considering the relevant application.
- Request for a Credit Report from each Selected CRA under the Credit Data Smart (the Multiple Credit Reference Agencies Model) without charge in any twelve-month period respective to each Selected CRA.

註:就此貸款申請，東亞銀行將參考由信貸資料服務機構所提供有關申請人、所有擔保人及所有擔保人獨資擁有的非法團公司的信貸報告。如欲索取本行所聘用之信貸資料服務機構的聯絡資料，請致電 36081220 與本行聯絡。請知悉個人客戶的以下權利:

- 如銀行在審批信貸申請過程中曾查閱申請人的信貸報告並拒絕有關申請，申請人可在被拒絕後的 30 個工作天內，向提供該信貸報告的信貸資料服務機構免費索取信貸報告一份。
- 每 12 個月（就個別信貸資料服務機構而言），向每間「信貸通」（即「多間信貸資料服務機構模式」）下的信貸資料服務機構免費索取一份信貸報告。

Dedicated 100% Loan Guarantee Scheme Terms and Conditions

1. The Dedicated 100% Loan Guarantee Scheme (“DLGS”) are administered by the HKMC Insurance Limited (“HKMCI”) and are subject to the relevant terms and conditions. Please refer to the latest announcement by HKMCI for the most up-to-date information of the DLGS.
2. The Bank of East Asia, Limited (“We” or “us”) reserves the final decision to approve or decline an application.
3. Interest rates on the Loan shall vary from time to time at our discretion and, notwithstanding any other terms and conditions, you agree to pay to us forthwith on demand all outstanding principal, interest, other charges, and/or expenses in connection with the Loan. You agree to maintain adequate funds in the Designated Account pursuant to the requirement of the Loan to meet each monthly repayment as it falls due. We may, at our discretion, terminate the Loan, and the whole of the outstanding balance together with accrued interest, other charges and expenses shall immediately be due and payable in such circumstances as we may consider appropriate, including but not limited to the following:
 - 3.1 your failure to make monthly repayment on any payment due date; or
 - 3.2 your failure to abide by any of these Terms and Conditions.
4. The amount of the last monthly repayment may not be equal to the amount of each of the previous monthly repayments and such amount of the last monthly repayment shall be the outstanding amount of the Loan.
5. Any instalments in arrears will be subject to a default interest calculated on a daily basis at 5% p.a. over the loan interest rate on the overdue principal repayment amount, and will be debited from the relevant Designated Account. A statement or demand (in whatever form BEA deems appropriate) issued by BEA shall be conclusive evidence of the amount due and owing to BEA.
6. We will charge a fee of HK\$200 per set for the re-issuance of the Loan confirmation letter or repayment schedule and the issuance of letter to confirm the Loan information.
7. Your application for the Loan, either in writing, by telephone, via the Internet, or any other application channels as we may determine from time to time, will be deemed to represent your acceptance of the Terms and Conditions. We may (but shall not be obliged to) record all communications between you and us, including but not limited to all telephone conversations and instructions given by you to us, in writing and/or by tape recording and/or any other methods as we may determine from time to time. You hereby acknowledge and agree to our practice of recording relevant conversations. Our record of such communications and instructions given by you to us may be retained by us for such period as we deem appropriate. Our record shall be conclusive and binding on you.
8. We reserve the right to review, modify, reduce, and/or cancel the Loan and demand immediate repayment of the outstanding balance and interest at any time. In any event, the Loan will be subject to our terms and conditions as prescribed by us from time to time at our discretion.
9. We may take such action as we may at our discretion deem fit to enforce any of these Terms and Conditions including without limitation employing third party agencies to collect any sums owing to us. You agree to reimburse us for all costs and expenses reasonably incurred by us on a full indemnity basis with respect to any such enforcement action including all legal charges, expenses, and charges/fees to employ third party agencies. You also agree and authorise us to disclose all information relating to you and the Loan to third party agencies for the purpose of debt collection and other reasonable actions.
10. If this application is submitted by joint applicants, these Terms and Conditions shall bind all of the customers jointly and each of them separately and their liabilities and obligations to us hereunder shall be joint and several. These Terms and Conditions shall bind each of the customers separately even if the same are unenforceable against all or any one of them. We shall be entitled to discharge or release or reach any agreement with any one of the customers on such terms as we may deem fit without affecting our rights and remedies against the other(s).
11. The Terms and Conditions applicable to the Loan may vary from time to time whereupon we will notify you of any such variation in accordance with the relevant code of practice.
12. Without prejudice to any other rights of and remedies to us herein or at law, all outstanding balances including principal, interest, other charges and expenses and other obligations and liabilities to us shall immediately be due and payable without further notice under the conditions below. We may, without notice to you, combine or consolidate the amount of the outstanding balance and/or interest accrued and other charges and expenses thereon with any other accounts that you maintain with us, whether solely in your name or individually or jointly with any other party or parties (including but not limited to fixed deposit accounts, the maturity of which may for this purpose be accelerated by us) and set off or transfer any money standing to the credit of your other accounts in or towards satisfaction of your liability to us under the Loan:
 - 12.1 violation of any of these Terms and Conditions;
 - 12.2 any attachment, execution, or similar process is levied against you;
 - 12.3 if you appear to be unable to pay or have no reasonable prospect of being able to pay any debt;
 - 12.4 if you are petitioned bankrupt;
 - 12.5 the application by any person for the appointment of a receiver to take control of or for a writ of attachment against any of your property;
 - 12.6 your death or mental disability; or
 - 12.7 if in our determination you fail to comply with or settle your obligations and liabilities owing to us.
13. You must notify us immediately in writing of any change to your personal information/ company information including but not limited to address, phone number(s), occupation, shareholding and company organization structure.
14. No person other than You or Us will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
15. These Terms and Conditions shall be governed by and construed in accordance with the law of Hong Kong. You submit to the non-exclusive jurisdiction of the Hong Kong courts but these Terms and Conditions may be enforced in the courts of any competent jurisdiction.
16. We reserves the right to approve or decline any loan application and is not obligated to provide reasons for declined applications. We may determine the final approved loan amount for another repayment period at a different interest rate at its sole discretion.
17. We reserves the right to vary or cancel this offer and/or amend or alter these Terms and Conditions at any time with appropriate notice. In the event of any dispute, the decision of BEA shall be final and conclusive.
18. Should there be any discrepancy between the English and Chinese versions of these Terms and Conditions, the English version shall apply and prevail.

The Personal Data (Privacy) Ordinance - Personal Information Collection (Customers) Statement

In compliance with the Personal Data (Privacy) Ordinance (hereinafter referred to as "the Ordinance"), The Bank of East Asia, Limited (hereinafter referred to as "the Bank") would like to inform you of the following:

- (1) From time to time, it is necessary for customers to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking and other financial services.
- (2) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking and other financial services.
- (3) It is also the case that data is collected from customers in the ordinary course of the continuation of the banking and other financial relationship, for example, when customers write cheques or deposit money or otherwise carry out transactions as part of the Bank's services, or when customers communicate verbally or in writing with the Bank, by means of, including but not limited to, documentation, transaction system or telephone recording system (as the case may be). The Bank will also collect data relating to the customer from third parties, including third party service providers with whom the customer interacts in connection with the marketing of the Bank's products and services and in connection with the customer's application for the Bank's products and services (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit reference agencies")).
- (4) The purposes for which data relating to a customer may be used are as follows:
 - (i) processing, considering and assessing the customer's application for the Bank's products and services;
 - (ii) the daily operation of the products, services and credit facilities provided to customers;
 - (iii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
 - (iv) creating and maintaining the Bank's credit scoring models;
 - (v) assisting other credit providers in the Hong Kong Special Administrative Region (hereinafter referred to as "Hong Kong") approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit providers") to conduct credit checks and collect debts;
 - (vi) ensuring ongoing credit worthiness of customers;
 - (vii) designing financial services or related products for customers' use;
 - (viii) marketing services, products and other subjects (please see further details in paragraph (7) below);
 - (ix) verifying the data or information provided by any other customer or third party;
 - (x) determining amounts owed to or by customers;
 - (xi) enforcing customers' obligations, including but not limited to the collection of amounts outstanding from customers and those providing security for customers' obligations;
 - (xii) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any of its branches or that it is expected to comply according to:
 - (a) any law binding or applying to it within or outside Hong Kong existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (b) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information); and
 - (c) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any of its branches by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
 - (xiii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Bank and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (xiv) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
 - (xv) purposes relating thereto.
- (5) Data held by the Bank relating to a customer will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph (4) above:-
 - (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information confidential;
 - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;

- (iv) third party service providers with whom the customer has chosen to interact with in connection with the customer's application for the Bank's products and services;
- (v) credit reference agencies (including the operator of any centralised database used by credit reference agencies), and, in the event of default, to debt collection agencies;
- (vi) any person to whom the Bank or any of its branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank or any of its branches, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any of its branches with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside Hong Kong and may be existing currently and in the future;
- (vii) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer; and
- (viii)
 - (a) the Bank's group companies;
 - (b) third party financial institutions, insurers, credit card companies, stored value facilities issuers, merchant acquiring banks or companies, securities and investment services providers;
 - (c) third party reward, loyalty, co-branding and privileges programme providers;
 - (d) co-branding partners of the Bank and the Bank's group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
 - (e) charitable or non-profit making organisations; and
 - (f) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph (4)(viii) above.

Such information may be transferred to a place outside Hong Kong.

- (6) With respect to data in connection with mortgages applied by a customer (whether as a borrower, mortgagor or guarantor and whether in the customer's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the customer (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to credit reference agencies:
 - (i) full name;
 - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the customer's sole name or in joint names with others);
 - (iii) Hong Kong Identity Card Number or travel document number;
 - (iv) date of birth;
 - (v) correspondence address;
 - (vi) mortgage account number in respect of each mortgage;
 - (vii) type of the facility in respect of each mortgage;
 - (viii) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
 - (ix) if any, mortgage account closed date in respect of each mortgage.

Credit reference agencies will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the customer with credit providers, as borrower, mortgagor or guarantor respectively and whether in the customer's sole name or in joint names with others, for sharing in the consumer credit databases of credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance (hereinafter referred to as "Code of Practice")).

(7) **USE OF DATA IN DIRECT MARKETING**

The Bank intends to use a customer's data in direct marketing and the Bank requires the customer's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a customer held by the Bank from time to time may be used by the Bank in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
 - (a) financial, insurance, credit card, banking and related services and products;
 - (b) reward, loyalty or privileges programmes and related services and products;
 - (c) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (d) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
 - (a) the Bank's group companies;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty, co-branding or privileges programme providers;
 - (d) co-branding partners of the Bank and the Bank's group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (e) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (7)(i) above to all or any of the persons described in paragraph (7)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires the customer's written consent (which includes an indication of no objection) for that purpose;

- (v) the Bank may receive money or other property in return for providing the data to the other persons in paragraph (7)(iv) above and, when requesting the customer's consent or no objection as described in paragraph (7)(iv) above, the Bank will inform the customer if it will receive any money or other property in return for providing the data to the other persons.

If a customer does not wish the Bank to use or provide to other persons his data for use in direct marketing as described above, the customer may exercise his opt-out right by notifying the Bank at any time (Please see contact details in paragraph (13) below).

A customer may also provide his consent for the Bank to use or provide to other persons his data for use in direct marketing as described above by notifying the Bank.

(8) TRANSFER OF PERSONAL DATA TO CUSTOMER'S THIRD PARTY SERVICE PROVIDERS USING THE BANK'S APPLICATION PROGRAMMING INTERFACES (API)

The Bank may, in accordance with the customer's instructions to the Bank or third party service providers engaged by the customer, transfer customer's data to third party service providers using the Bank's API for the purposes notified to the customer by the Bank or third party service providers and/or as consented to by the customer in accordance with the Ordinance.

- (9) Under and in accordance with the terms of the Ordinance and the Code of Practice, any customer has the right: -
- (i) to check whether the Bank holds data about him and of access to such data;
 - (ii) to require the Bank to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of data access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies); and
 - (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from relevant database(s), as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data includes amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to the credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- (10) In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (9)(v) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.
- (11) In the event any amount in an account is written-off due to a bankruptcy order being made against a customer, the account repayment data (as defined in paragraph (9)(v) above) may be retained by credit reference agencies, regardless of whether the account repayment data reveals any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the customer with evidence to the credit reference agency(ies), whichever is earlier.
- (12) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (13) The person to whom requests for access to data or correction of data or for information regarding the Bank's privacy policies and practices and kinds of data held are to be addressed is as follows:
- | | |
|-----------------------------------|-------------------------|
| The Group Data Protection Officer | Telephone : 3608 3608 |
| The Bank of East Asia, Limited | Fax : 3608 6172 |
| 10 Des Voeux Road Central | Website : www.hkbea.com |
| Hong Kong | |
- (14) The Bank may have obtained credit report(s) on the customer from credit reference agency(ies) in considering any application for credit. In the event the customer wishes to access the credit report(s), the Bank will advise the contact details of the relevant credit reference agency(ies).
- (15) After closure of account/termination of service, the Bank shall continue to hold data relating to the customer(s) for a period of seven years or such other period as prescribed by applicable laws and regulations.
- (16) Nothing in this statement shall limit the rights of customers under the Ordinance.

Sharing of Credit Data – Customer Consent Form

(For SME Limited Companies)

To: **The Bank of East Asia, Limited (the “Bank”)**

Date _____

Customer Information

Registered Name in English <i>(as stated in Business Registration Certificate or other Business Identification Document)</i>	
Business Identification Document Details (please complete as appropriate)	
Hong Kong Business Registration Certificate number	
Hong Kong Certificate of Incorporation number	
Other Business Identification Document Details	

Customer’s Acknowledgement and Consent

- (1) I/We hereby acknowledge and agree that, subject to paragraph (2), any information with respect to me/us which is provided by me/us at the Bank’s request or collected in the course of dealings between me/us and the Bank may be disclosed to, or used and retained by any credit reference agency or similar service provider for the purpose of verifying such information or enabling them to provide such information to other institutions:
 - (a) in order that they may carry out credit and other status checks in respect of me/us in my/our capacity as applicant for, or guarantor of, credit facilities; and
 - (b) for the purposes of reasonable monitoring of any indebtedness while there is a current default by me/us as borrower or guarantor; and
 - (c) for creating and maintaining the Bank’s credit scoring models.
- (2) I/We may by giving the Bank 90 days’ notice in writing (which will take effect from the date of receipt by the Bank) revoke the consent contained in paragraph (1).
- (3) If I/we give notice to revoke the consent given pursuant to paragraph (1) in accordance with paragraph (2):
 - (a) subject to paragraphs (3)(f) and (g) below, the Bank may continue to disclose information pursuant to paragraph (1) until the notice of revocation given pursuant to paragraph (2) expires;
 - (b) the Bank may notify all persons to whom the Bank is permitted to disclose information pursuant to paragraph (1) of the fact that a notice of revocation has been given pursuant to paragraph (2);
 - (c) the Bank may regard the notice of revocation served on the Bank as also applying to the consent I/we have previously given in respect of all other credit facilities granted to me/us;
 - (d) the Bank may terminate any facilities extended to me/us with effect from the date to be advised by the Bank;
 - (e) the credit reference agency or similar service provider may continue to retain information provided to it by the Bank in its internal archive for its internal use but not for provision of such information to other institutions when they seek credit reports;
 - (f) the Bank may continue to provide information relating to hire purchase and leasing transactions and loans to wholesalers and retailers to finance the acquisition of stock in trade to the credit reference agency or similar service provider other than the Commercial Credit Reference Agency notwithstanding revocation of the consent referred to in paragraph (2) above; and
 - (g) the credit reference agency or similar service provider may continue to provide information relating to hire purchase and leasing transactions and loans to wholesalers and retailers to finance the acquisition of stock in trade and information which is a matter of public record notwithstanding the revocation of the consent referred to in paragraph (2) above.
- (4) Subject to paragraphs (2) and (3), this consent shall remain in effect:
 - (a) as long as I/we maintain an account relationship with the Bank and for a period of 5 years thereafter; or
 - (b) if later, for the period of 5 years after the date of settlement following a payment default of more than 60 days.
- (5) This Form supersedes any previous Customer Consent Form previously signed by me/us. The acknowledgement and agreement contained in this Form are in addition to and do not affect any agreement or consent contained in the Bank’s account documentation and/or standard terms and conditions.

For and on behalf of (_____) name of customer

○
S.V.

Customer’s Signature(s) (Please use the signature(s) filed with the Bank)

Signed by Name(s) _____

For Bank Use Only	
Date Received	Remarks

Sharing of Credit Data – Customer Consent Form
(For Unlimited Companies)

To: **The Bank of East Asia, Limited (the “Bank”)**

Date _____

Customer Information

Registered Name in English <i>(as stated in Business Registration Certificate or other Business Identification Document)</i>	
Hong Kong Business Registration Certificate number	

Customer’s Acknowledgement and Consent

- (1) I/We hereby acknowledge and agree that:
- (a) any information with respect to me/us which is provided by me/us at the Bank’s request or collected in the course of dealings between me/us and the Bank together with my/our data and/or information obtained by the Bank from time to time may be used by the Bank and its affiliates for the purposes referred to in the Personal Data (Privacy) Ordinance – Personal Information Collection (Customers) Statement of the Bank (“PIC Statement”) given to me/us from time to time and may be disclosed to such persons referred to in the PIC Statement and to the affiliates and service providers of the Bank and its regulators for the purposes referred to in the PIC Statement;
 - (b) my/our data and/or information may be transferred to, and processed and used in, a place outside Hong Kong by the Bank or any of the affiliates or service providers of the Bank; and
 - (c) my/our personal data and/or information may be used by the Bank or any of the affiliates or service providers of the Bank for the purpose of a matching procedure (whether or not with a view to taking any adverse action against me/us) or for such other purposes referred to in the PIC Statement.
- (2) This Form supersedes any previous Customer Consent Form previously signed by me/us. The acknowledgement and agreement contained in this Form are in addition to and do not affect any agreement or consent contained in the Bank’s account documentation and/or standard terms and conditions.

○
S.V.

Customer’s Signature(s) (Please use the signature(s) filed with the Bank)

Signed by Name(s) _____

For Bank Use Only	
Date Received	Remarks