

APPLICATION FORM FOR ENTERPRISE EASY FUND – TRADER LOAN

「貸融易 – 貿易商貸款」申請表

Important Notes 重要事項

1. Please complete ALL applicable sections in Block Letters. 請以正楷填寫所有合適部份。
2. Please tick "✓" the ☐ where applicable. 請在所需方格內填上「✓」號。

I/We apply to The Bank of East Asia, Limited ("BEA" / "The Bank") for Enterprise Easy Fund - Trader Loan (the "Loan").
本人 / 本公司現向東亞銀行有限公司（「東亞銀行」/「本行」）申請「貸融易 – 貿易商貸款」（「貸款」）。

Please select the application option in the below ☐ where applicable:
請客戶在此選擇欲申請之事項：

Application Item ^{Note1} 申請項目 ^{註1}	Application Option 申請選項	Please fill in the below Parts 請填寫以下部份
Enterprise Easy Fund - Trader Loan (Unsecured Loan) 「貸融易 – 貿易商貸款」 (無抵押貸款)	☐ New Loan Application 新貸款申請	➤ Please fill in all Parts except Part D 除D部份外，其他部份均需填寫，包括： 1) The "Sharing of Credit data - Customer Consent Form" (SME Limited Companies or Unlimited Companies) AND ; 「共用信貸資料 - 客戶同意書（有限公司或無限公司）」 (請選其一填寫) 及； 2) Collection and Provision of Import/Export Declaration Consent Form (Limited Companies or Unlimited Companies) 收集與提供進出口報關單 - 客戶同意書（有限公司或無限公司）(請選其一填寫)。
	☐ Application for the Change of Loan Terms 申請更改貸款條款	➤ Please fill in Part A, D & K 請填寫A、D及K部份 ➤ If there is change of personal guarantee, please also fill in Part E 如更改涉及更改擔保人，請一併填寫E部份

Note 1 : • Applicants should be the customer of Tradelink Electronic Commerce Limited ("Tradelink") with at least three-year Import/Export Trade Declarations Record.

- BEA shall request the Borrower(s) and/or Guarantor(s) to provide supporting documents where appropriate.

註1 : • 申請公司必須為貿易通電子貿易有限公司（「貿易通」）的客戶，並於貿易通擁有超過三年或以上的電子報關數據。

- 東亞銀行有權要求企業及 / 或擔保人提交所需證明文件。

For Bank Use Only 銀行專用

Document received by

Department Name _____ Staff Name _____ Document received date (DDMMYY) _____

Original documents send to ☐ EPBD OIC ☐ CMBD OIC ☐ LOD ☐ Other Department _____

A. APPLICANT INFORMATION 客戶資料			
Name of the Applicant 申請客戶名稱		Company Type 公司類別	
Name in English (英文名稱) _____		☐ Limited Company 有限公司	
Name in Chinese (中文名稱) _____		☐ Partnership 合夥經營商號	
Business Identification Document Details 商業證明文件資料		☐ Sole Proprietorship 獨資經營商號	
Type 種類 ☐ Certificate of Incorporation 公司註冊證書		☐ Other (please specify) 其他 (請註明) _____	
☐ Business Registration Certificate 商業登記證		_____	
☐ Others (please specify) 其他 (請註明) _____		_____	
Number 號碼 _____			
Major Business 主營業務		Contact Person 聯絡人	Contact Information 聯絡資料
Business Address 營業地址 (PO Box is not acceptable 恕不接受郵政地址)			Office 公司電話 _____
			Mobile 手提電話 _____
			Fax 傳真號碼 _____
			Business Email Address 公司電郵 _____
Business History 開業年期	No. of Branch(es) 分店數目	Owner(s)' Relevant Experience 經營者相關經驗	No. of Staff 僱員人數
_____ years 年	_____	_____ years 年	Full Time 全職僱員 _____
			Part-time 兼職僱員 _____
Monthly Turnover 每月營業額	Monthly Salary Expenses 每月薪金支出	Monthly Rent Expenses 每月租金支出	
HK\$ 港幣 _____	HK\$ 港幣 _____	HK\$ 港幣 _____	
BEA Account No. (If applicable) 東亞銀行賬戶號碼 (如適用)		Major Operating Bank(s) (If applicable) 主要往來銀行 (如適用)	
_____		Name of bank(s) 銀行名稱 _____	
B. REQUIRED DOCUMENTS 所需資料			
Please provide copies of the following documents upon application 請提供以下文件之副本連同此申請表作申請之用： (Documents provided, including this application form, will not be returned 所有文件連同此申請表格將不獲發還)			
1) ☐ Valid Business Registration Certificate Copy 商業登記證			
2) ☐ ID Cop(ies) of all director(s), shareholder(s), guarantor(s) 所有董事、股東及擔保人之身份證			
3) ☐ Address proof of guarantor(s) 擔保人的住址證明文件			
4) ☐ Latest 6 months' major operating bank statements of the borrower 借款人最近6個月主要往來銀行月結單			
5) ☐ Litigation settlement proof (if applicable) 訴訟和解證明 (如適用)			
C. LOAN DETAILS 貸款資料			
Applied Loan Amount (Minimum HK\$300,000 to maximum HK\$2,000,000 ^{Note 2}) 申請貸款金額 (最低港幣 300,000 元至最高港幣 2,000,000 元 ^{註2})		Loan Tenor 貸款期 *	
HK\$ 港幣 _____		☐ 6 months 個月	
		☐ 12 months 個月	
		☐ 18 months 個月	
		☐ 24 months 個月	
		☐ Other 其他 * _____ months 個月	
Note 2 : The maximum loan amount is HK\$2,000,000 (including the banking facilities of the borrower and the related entities with 30% or more common shareholdings).		* Maximum loan tenor is 24 months	
註2 : 最高貸款額為港幣 2,000,000 元 (包括借款人及其共同持有 30% 或以上股權的關連公司之銀行額度)。		* 最高貸款期為 24 個月	

D. APPLICATION FOR THE CHANGE OF LOAN TERMS Note 3
申請更改貸款條款 註3

BEA Loan Number
東亞銀行貸款號碼

☐ Change of Guarantor Note 3 更改擔保人 註3

	Existing Guarantor Detail 原擔保人資料	New Guarantor Detail Note 4 新擔保人資料 註4
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 Note 3 更改還款期 註3

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 Notes 3&5 申請提早部分本金還款 註3&5

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 Note 3 申請提早全數還款 註3

Prepayment Date 提早還款日期	BEA Loan Account No. 東亞銀行貸款賬戶號碼	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 3 : 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3 : 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 4 : For new Guarantor, please also fill in Part E- Guarantor(s) Details.

註4 : 如有新增擔保人，請同時填上E部 - 擔保人資料。

Note 5 : The minimum prepayment amount is HK\$100,000, or it's multiple.

註5 : 提早還款金額最低為HKD100,000，或其倍數金額。

E. 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	☐ Mr 先生 ☐ Mrs 太太 ☐ Miss 小姐 ☐ Ms 女士	☐ Mr 先生 ☐ Mrs 太太 ☐ Miss 小姐 ☐ Ms 女士	☐ Mr 先生 ☐ Mrs 太太 ☐ Miss 小姐 ☐ 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	☐ Director 董事 ☐ Shareholder 股東 ☐ Sole Proprietor 東主 ☐ Partner 合夥人	☐ Director 董事 ☐ Shareholder 股東 ☐ Sole Proprietor 東主 ☐ Partner 合夥人	☐ Director 董事 ☐ Shareholder 股東 ☐ Sole Proprietor 東主 ☐ 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 _____
Education Level 教育程度	☐ Primary or below 小學或以下 ☐ Secondary 中學 ☐ Post Secondary 預科 / 專上學院 ☐ University or above 大學或以上	☐ Primary or below 小學或以下 ☐ Secondary 中學 ☐ Post Secondary 預科 / 專上學院 ☐ University or above 大學或以上	☐ Primary or below 小學或以下 ☐ Secondary 中學 ☐ Post Secondary 預科 / 專上學院 ☐ University or above 大學或以上
Marital Status 婚姻狀況	☐ Single 單身 ☐ Married 已婚 ☐ Others 其他 _____	☐ Single 單身 ☐ Married 已婚 ☐ Others 其他 _____	☐ Single 單身 ☐ Married 已婚 ☐ Others 其他 _____
Correspondence Address 通訊地址			
Residential Address 住宅地址	☐ Same as above 同上	☐ Same as above 同上	☐ Same as above 同上
Time at Current Residential Address 居住現址年期	_____ Years 年 _____ Months 月	_____ Years 年 _____ Months 月	_____ Years 年 _____ Months 月

E. GUARANTORS' DETAILS (CONTINUED) 擔保人資料 (續)			
	Guarantor 擔保人 (1)	Guarantor 擔保人 (2)	Guarantor 擔保人 (3)
Residential Status 居住狀況	☐ Mortgaged 按揭 ☐ Self-owned 自置 ☐ Rented 租用 ☐ Living with relatives 與親屬同住 ☐ Others 其他 _____	☐ Mortgaged 按揭 ☐ Self-owned 自置 ☐ Rented 租用 ☐ Living with relatives 與親屬同住 ☐ Others 其他 _____	☐ Mortgaged 按揭 ☐ Self-owned 自置 ☐ Rented 租用 ☐ Living with relatives 與親屬同住 ☐ Others 其他 _____
Occupation 職業	☐ Owner of Business 企業主理人 * * If guarantor is also the shareholder 如擔保人是股東 ☐ Agriculture / Fishery / Forestry 農業 / 漁業 / 林業 ☐ Construction 建造 ☐ Education 教育 ☐ Finance / Insurance 金融 / 保險 ☐ Food Services 飲食業 ☐ Government / Public Sector 政府 / 公共部門 ☐ High Risk Occupation 高危職業 ☐ Hotel / Tourism 酒店 / 旅遊 ☐ Housewife 家庭主婦 ☐ Information Services 信息服務 ☐ Manufacturing 製造業 ☐ Medical / Health 醫療 / 健康 ☐ Public Utility 公共事業 ☐ Publishing / Printing 出版 / 印刷 ☐ Real Estate 房地產 ☐ Retail / Wholesale 零售 / 批發 ☐ Retired 退休 ☐ Technical / Professional Services 技術 / 專業服務 ☐ Trading 貿易 ☐ Transportation 運輸 ☐ Unemployed 失業 ☐ Warehouse 倉儲業 ☐ Other 其他 _____	☐ Owner of Business 企業主理人 * * If guarantor is also the shareholder 如擔保人是股東 ☐ Agriculture / Fishery / Forestry 農業 / 漁業 / 林業 ☐ Construction 建造 ☐ Education 教育 ☐ Finance / Insurance 金融 / 保險 ☐ Food Services 飲食業 ☐ Government / Public Sector 政府 / 公共部門 ☐ High Risk Occupation 高危職業 ☐ Hotel / Tourism 酒店 / 旅遊 ☐ Housewife 家庭主婦 ☐ Information Services 信息服務 ☐ Manufacturing 製造業 ☐ Medical / Health 醫療 / 健康 ☐ Public Utility 公共事業 ☐ Publishing / Printing 出版 / 印刷 ☐ Real Estate 房地產 ☐ Retail / Wholesale 零售 / 批發 ☐ Retired 退休 ☐ Technical / Professional Services 技術 / 專業服務 ☐ Trading 貿易 ☐ Transportation 運輸 ☐ Unemployed 失業 ☐ Warehouse 倉儲業 ☐ Other 其他 _____	☐ Owner of Business 企業主理人 * * If guarantor is also the shareholder 如擔保人是股東 ☐ Agriculture / Fishery / Forestry 農業 / 漁業 / 林業 ☐ Construction 建造 ☐ Education 教育 ☐ Finance / Insurance 金融 / 保險 ☐ Food Services 飲食業 ☐ Government / Public Sector 政府 / 公共部門 ☐ High Risk Occupation 高危職業 ☐ Hotel / Tourism 酒店 / 旅遊 ☐ Housewife 家庭主婦 ☐ Information Services 信息服務 ☐ Manufacturing 製造業 ☐ Medical / Health 醫療 / 健康 ☐ Public Utility 公共事業 ☐ Publishing / Printing 出版 / 印刷 ☐ Real Estate 房地產 ☐ Retail / Wholesale 零售 / 批發 ☐ Retired 退休 ☐ Technical / Professional Services 技術 / 專業服務 ☐ Trading 貿易 ☐ Transportation 運輸 ☐ Unemployed 失業 ☐ Warehouse 倉儲業 ☐ Other 其他 _____
Employment Status 就業情況	☐ Self-employed 自僱人士 ☐ Employed 受僱人士 ☐ Full Time 全職 ☐ Part Time 半職 ☐ Others 其他 _____	☐ Self-employed 自僱人士 ☐ Employed 受僱人士 ☐ Full Time 全職 ☐ Part Time 半職 ☐ Others 其他 _____	☐ Self-employed 自僱人士 ☐ Employed 受僱人士 ☐ Full Time 全職 ☐ Part Time 半職 ☐ Others 其他 _____
Time for current occupation 現職年期	_____ Years 年 _____ Months 月	_____ Years 年 _____ Months 月	_____ Years 年 _____ Months 月

F. 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 ^{note 6} of any employee, senior management, key staff ^{note 7}, 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7}、董事、控制人或少數股東控制人的親屬^{註6}?

☐ 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 6 : "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 6 : 「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 7 : "Key staff" refers to staff at General Manager or above and senior advisor

註 7 : 「主要員工」係指總經理以上人員及高級顧問

G. 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		

H. REFERRAL SOURCE
貸款轉介來源

Please tick "✓" the appropriate option(s)
請剔選適當選項

- ☐ Newspaper 報章 / ☐ Radio 電台 / ☐ Television 電視 / ☐ Letter 信件 / ☐ Branch 分行 / ☐ Website 網站 / ☐ Friends 朋友 / ☐ Email 電郵 /
- ☐ SMS 手機短訊 / ☐ Telemarketing 電話推廣 / ☐ Others 其他 Please specify 請列明 _____

I. APPLICANTS/GUARANTORS' DECLARATION FOR ENTERPRISE EASY FUND - TRADER LOAN APPLICATION
「貸融易-貿易商貸款」申請公司/擔保人之聲明

In relation to the application to The Bank of East Asia, Limited ("BEA") for Enterprise Easy Fund- Trader Loan, 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「貸融易-貿易商貸款」，本人（等）知悉，確認，同意及接受以下條款及細則：

1. 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。
2. 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。
3. 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。
4. 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。
5. I/We confirm that the directors/shareholders/guarantor of the corporate applicant (the "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/We undertake to notify BEA promptly in writing should any of the below Related Parties becomes so related subsequent to the date of this declaration.
本人（等）確認申請之公司的董事/股東/擔保人（「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（等）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。
6. 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。
7. (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）：
 - (a) 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(ies) and provided to BEA);
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）；
 - (b) a copy of the contract evidencing the obligations to be guaranteed or secured or a summary thereof;
證明受擔保或抵押的責任的合約副本一份或其摘要；
 - (c) 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
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
 - (d) on request by the guarantor or provider of security, a copy of the latest statement of account provided to me/us.
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。

I. APPLICANTS/GUARANTORS' DECLARATION FOR ENTERPRISE EASY FUND - TRADER LOAN APPLICATION (CONTINUED)
「貸融易-貿易商貸款」申請公司/擔保人之聲明(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(ies) 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(ies) 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。

J. 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者。

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

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 (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。如你期盼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—個人資料收集（客戶）聲明」（「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。

K. 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
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X

Signature of Guarantor (1) 擔保人（1）簽署	Name of Guarantor (1) 擔保人（1）姓名	Date 日期
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X

Signature of Guarantor (2) 擔保人（2）簽署	Name of Guarantor (2) 擔保人（2）姓名	Date 日期
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X

Signature of Guarantor (3) 擔保人（3）簽署	Name of Guarantor (3) 擔保人（3）姓名	Date 日期
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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「信資通」（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。

Enterprise Easy Fund- Trader Loan

Terms and Conditions

1. The Bank of East Asia, Limited ("BEA", "we" or "us") has the absolute right to approve or decline the Enterprise Easy Fund- Trader Loan (the "Loan") application.
2. 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:
 - 2.1 your failure to make monthly repayment on any payment due date; or
 - 2.2 your failure to abide by any of these Terms and Conditions.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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, (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:
 - 8.1 violation of any of these Terms and Conditions;
 - 8.2 any attachment, execution, or similar process is levied against you;
 - 8.3 if you appear to be unable to pay or have no reasonable prospect of being able to pay any debt;
 - 8.4 if you are petitioned bankruptcy / winding up
 - 8.5 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;
 - 8.6 your death or mental disability; or
 - 8.7 if in our determination you fail to comply with or settle your obligations and liabilities owing to us.
9. 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.
10. 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.
11. 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.
12. We reserve 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.
13. We reserve 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.
14. Should there be any discrepancy between the English and the Chinese versions of these Terms and Conditions, the English version shall apply and prevail.

貸融易 - 貿易商貸款

條款及細則

1. 東亞銀行有限公司（「本行」）擁有絕對權利批核或拒絕「貸融易 - 貿易商貸款」（「貸款」）申請。
2. 本行有權酌情不時修訂貸款利率，並有權隨時向你要求償還全部尚欠之結餘、利息及貸款計劃中所涉及之一切費用及 / 或支出。你用以每月供款之指定賬戶，必須於供款期到期前存有足夠之款項以供還款扣數之用。本行在認為恰當的情況下，有權終止此貸款，並要求你立即清還全部所欠之款項、利息、其他收費及支出，該等情況包括但不限於下列各點：
 - 2.1 你未能依期繳交任何一期還款；或
 - 2.2 你違反任何條款及細則。
3. 最後一期之每月還款額可能與先前之每月還款額不同，而該最後一期之每月還款額將為所有貸款尚欠之款項。
4. 不論你是透過書面形式或電話或互聯網或本行不時決定的任何其他申請途徑申請貸款均被視為已接受條款及細則。本行可以（但並無責任）記錄本行與你之間以書面及 / 或錄音及 / 或本行不時決定的任何其他方法的全部通訊，當中包括但不限於電話通話及你向本行發出的指示。你茲確認並同意本行作出上述記錄。本行對上述通訊及你向本行發出的指示所作的記錄可由本行在其認可適當的期間予以保留。本行的記錄為具決定性的記錄，並對你具有約束力。
5. 本行保留覆核、修改、減少及 / 或取消此貸款和要求你立即償還全部未償還金額及其利息的權利。此貸款服務受本行不時檢討的條款及細則約束。
6. 本行有權採取任何本行認為適當之行動以執行任何條款及細則，包括但不限於僱用第三方代理人追討你所欠之任何債務，而由此行動所引致的一切合理費用，包括按照完全彌償基準計算的法律訴訟及僱用上述第三方代理人的一切費用在內，你需要全數彌償予本行。你並同意及授權本行向第三方代理人披露有關你及貸款之一切資料，以作為追討債務或其他合理用途。
7. 本行可隨時修改貸款的條款及細則，並根據有關營運守則對你發出有關通知。
8. 在下列任何一種情況而不損害本行在本文或法律上之權利及補救方法下，所有欠款包括本金、利息、其他收費及支出及其他你欠下本行之責任及債務將即時到期及必須即時支付，而本行無須事前發出通知。本行並可無須通知你而將任何尚欠之信貸結餘、利息、其他收費及支出與你在本行開設之任何賬戶（不論以你名義或你與任何其他人士聯名開戶）合併（包括但不限於定期存款，本行可因此而提前該存款之到期日）及將你其他賬戶內所存之任何款項用抵銷或轉賬方式，以償還你在貸款所欠之債務：
 - 8.1 違反任何條款及細則；
 - 8.2 任何人士對你進行任何查封、扣押或類似程序；
 - 8.3 你現時或在可見之未來不能償還任何所欠之債務；
 - 8.4 如你被呈請清盤；
 - 8.5 任何人士申請指派接管人控制你之財產，或任何有關該等財產之拘押令；
 - 8.6 你之死亡或精神上無行為能力；或
 - 8.7 本行認為你違反或不能償還你所欠本行之責任及債務。
9. 如你之個人資料或公司資料（包括但不限於地址、電話號碼、職業、股權及公司架構）有任何更改，你必須立即以書面通知本行。
10. 除你及本行以外，並無其他人士有權按《合約（第三者權益）條例》（香港法例第623章）強制執行本條款及細則的任何條文，或享有本條款及細則的任何條文下的利益。
11. 本條款及細則受香港法律管轄並按其解釋。你需接受香港法院的非專有司法管轄權管轄，而本條款及細則亦可在任何具司法管轄權之法院執行。
12. 本行保留權利批核或拒絕任何貸款申請而不須提供原因。本行可決定客戶最終獲批核之貸款額、還款期及息率，並有絕對的自主權。
13. 本行保留隨時更改或取消此優惠及 / 或修改或修訂此等條款及細則之權利，而無須事前通知。如有任何爭議，本行所作的決定為最終及不可推翻。
14. 此等條款及細則的中英文版本如有歧異，以英文版本為準。

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.

個人資料（私隱）條例 - 個人資料收集（客戶）聲明

依從個人資料（私隱）條例（下稱「條例」），東亞銀行有限公司（下稱「本銀行」）現通知貴客戶以下細則：

- (1) 就開立或延續賬戶、建立或延續銀行信貸或本銀行所提供的銀行服務或其他金融服務，客戶需要不時向本銀行提供有關的資料。
- (2) 若未能向本銀行提供該等資料，可能會導致本銀行無法開立或延續賬戶或建立或延續銀行信貸或提供銀行服務或其他金融服務。
- (3) 在持續日常銀行或其他金融關係中，例如，當客戶開出支票或存款，或以其他方式進行作為本銀行所提供服務的一部分的交易時，又或當客戶以口頭或書面形式與本銀行溝通時，本銀行亦會以，包括但不限於文書、交易系統、電話錄音系統等形式（視屬何等情況而定）收集客戶的資料。本銀行亦會向第三方（包括客戶因本銀行產品及服務的推廣以及申請本銀行產品及服務而接觸的第三方服務供應商）收集與客戶有關的資料（包括從獲核准加入多家個人信貸資料服務機構模式的信貸資料服務機構（下稱「信貸資料服務機構」）接收個人資料）。
- (4) 客戶的資料可被用作下列用途：
 - (i) 處理、考慮及評估客戶有關本銀行產品及服務的申請；
 - (ii) 為客戶提供產品、服務和信貸融通所涉及的日常運作；
 - (iii) 在客戶申請信貸時及通常每年進行一次或以上的定期或特別信貸覆核時，進行信用檢查；
 - (iv) 設立及維持本銀行的信貸評分模式；
 - (v) 協助其他於香港特別行政區（下稱「香港」）獲核准加入多家個人信貸資料服務機構模式的信貸提供者（下稱「信貸提供者」）進行信用檢查及追討欠債；
 - (vi) 確保客戶持續維持可靠信用；
 - (vii) 設計供客戶使用的金融服務或有關產品；
 - (viii) 推廣服務、產品及其他標的（詳情請參閱以下第（7）段）；
 - (ix) 核實任何其他客戶或第三方所提供的數據或資料；
 - (x) 確定本銀行對客戶或客戶對本銀行的欠債金額；
 - (xi) 執行客戶向本銀行之應負責任，包括但不限於向客戶及為客戶的債務提供抵押的人士追收欠款；
 - (xii) 履行根據下列適用於本銀行或其任何分行或本銀行或其任何分行被期望遵守的就披露及使用資料的義務、規定或安排：
 - (a) 不論於香港境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律（例如，《稅務條例》及其條文，包括關於自動交換財務賬戶資料之條文）；
 - (b) 不論於香港境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導（例如，稅務局作出或發出的指引或指南，包括關於自動交換財務賬戶資料的指引或指南）；及
 - (c) 本銀行或其任何分行因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；
 - (xiii) 遵守本銀行集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於本銀行集團內共用資料及資訊及 / 或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
 - (xiv) 讓本銀行的實際或建議承讓人，或就本銀行對客戶享有的權利的參與人或附屬參與人評核其擬承讓、參與或附屬參與的交易；及
 - (xv) 與上述有關的用途。
- (5) 本銀行會對其持有的客戶資料保密，但本銀行可就以上第（4）段列明的用途把該等資料提供予下列各方：
 - (i) 就本銀行業務運作向本銀行提供行政、電訊、電腦、付款或證券結算或其他有關服務的任何代理人、承辦商或第三方服務供應商；
 - (ii) 任何對本銀行負有保密責任的其他人士，包括承諾保密該等資料的本銀行集團成員公司；
 - (iii) 付款銀行向出票人提供已付款支票的副本（而其中可能載有有關收款人的資料）；
 - (iv) 客戶因申請本銀行產品及服務而選擇接觸的第三方服務供應商；
 - (v) 信貸資料服務機構（包括信貸資料服務機構所使用的任何中央資料庫之經營者），以及在客戶欠賬時，則可將該等資料提供給追討欠款公司；
 - (vi) 本銀行或其任何分行根據對本銀行或其任何分行具法律約束力或適用的任何法律規定，或根據及為符合任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望本銀行或其任何分行遵守的任何指引或指導，或根據本銀行或其任何分行與本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會之間的任何合約或其他承諾（以上不論於香港境內或境外及不論目前或將來存在的），而有義務或以其他方式被要求向其披露該等資料的任何人士；
 - (vii) 本銀行的任何實在或建議承讓人或就本銀行對客戶享有的權利的參與人或附屬參與人或受讓人；及
 - (viii)
 - (a) 本銀行集團成員公司；
 - (b) 第三方金融機構、保險公司、信用卡公司、儲值支付工具發行人、商戶的收單銀行或財務機構、證券及投資服務供應商；
 - (c) 第三方獎賞、客戶或會員、合作品牌及優惠計劃供應商；

- (d) 本銀行及本銀行集團成員公司的合作品牌夥伴（該等合作品牌夥伴的名稱會在有關服務和產品的申請表格上列明）；
- (e) 慈善或非牟利機構；及
- (f) 本銀行就以上第(4)(viii)段列明的用途而聘用的第三方服務供應商（包括但不限於郵寄公司、電訊公司、電話銷售和直接促銷代理、電話服務中心、數據處理公司和資訊科技公司）。

該等資料可能被轉移至香港境外。

- (6) 就客戶（不論以借款人、按揭人或擔保人身分，以及不論以客戶本人單名或與其他人士聯名方式）於2011年4月1日當日或以後申請的按揭有關的資料，本銀行可能會把下列客戶資料（包括不時更新任何下列資料的資料）以本銀行及/或代理人的名義提供予信貸資料服務機構：

- (i) 全名；
- (ii) 就每宗按揭的身分（即作為借款人、按揭人或擔保人，及以客戶本人單名或與其他人士聯名方式）；
- (iii) 香港身分證號碼或旅遊證件號碼；
- (iv) 出生日期；
- (v) 通訊地址；
- (vi) 就每宗按揭的按揭賬戶號碼；
- (vii) 就每宗按揭的信貸種類；
- (viii) 就每宗按揭的按揭賬戶狀況（如：有效、已結束、已撇賬（因破產令導致除外）、因破產令導致已撇賬）；及
- (ix) 就每宗按揭的按揭賬戶結束日期（如適用）。

信貸資料服務機構將使用上述由本銀行提供的資料統計客戶（分別以借款人、按揭人或擔保人身分，及以客戶本人單名或與其他人士聯名方式）不時於信貸提供者持有的按揭宗數，並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用（須受根據條例核准及發出的個人信貸資料實務守則（下稱「實務守則」）的規定所限）。

(7) 在直接促銷中使用資料

本銀行擬把客戶資料用於直接促銷，而本銀行為該用途須獲得客戶同意（包括表示不反對）。就此，請注意：

- (i) 本銀行可能把本銀行不時持有的客戶姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷；
- (ii) 可用作促銷下列類別的服務、產品及促銷標的：
 - (a) 財務、保險、信用卡、銀行及相關服務及產品；
 - (b) 獎賞、客戶或會員或優惠計劃及相關服務及產品；
 - (c) 本銀行合作品牌夥伴提供之服務及產品（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；及
 - (d) 為慈善及/或非牟利用途的捐款及捐贈；
- (iii) 上述服務、產品及促銷標的可能由本銀行及/或下列各方提供或（就捐款及捐贈而言）徵求：
 - (a) 本銀行集團成員公司；
 - (b) 第三方金融機構、保險公司、信用卡公司、證券及投資服務供應商；
 - (c) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；
 - (d) 本銀行及本銀行集團成員公司之合作品牌夥伴（該等合作品牌夥伴的名稱會於有關服務及產品的申請表格上列明）；及
 - (e) 慈善或非牟利機構；
- (iv) 除由本銀行促銷上述服務、產品及促銷標的以外，本銀行亦擬將以上第(7)(i)段所述的資料提供予以上第(7)(iii)段所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷標的中使用，而本銀行為此用途須獲得客戶書面同意（包括表示不反對）；
- (v) 本銀行可能因如以上第(7)(iv)段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如本銀行會因提供資料予其他人士而獲得任何金錢或其他財產的回報，本銀行會於以上第(7)(iv)段所述徵求客戶同意或不反對時如是通知客戶。

如客戶不希望本銀行如上述使用其資料或將其資料提供予其他人士作直接促銷用途，客戶可隨時通知本銀行行使其選擇權拒絕促銷（聯絡詳情請參閱以下第(13)段）。

客戶亦可通知本銀行，提出同意本銀行使用其資料或將其資料提供予其他人士作直接促銷用途。

(8) 使用本銀行應用程式介面（「API」）向客戶的第三方服務供應商轉移個人資料

本銀行可根據客戶向本銀行或客戶使用之第三方服務供應商所發出的指示，使用本銀行的API向第三方服務供應商轉移客戶的資料，以作本銀行或第三方服務供應商所通知客戶的用途及/或客戶根據條例所給予同意的用途。

- (9) 根據條例的條款及實務守則，任何客戶有權：

- (i) 查閱本銀行是否持有他的資料及查閱該等資料；
- (ii) 要求本銀行改正任何有關他的不準確的資料；
- (iii) 查明本銀行對於資料的政策及實務和獲告知本銀行持有的個人資料的種類；
- (iv) 要求獲告知那些資料會被例行披露予信貸資料服務機構或追討欠款公司，及獲本銀行提供進一步資料，以便向有關信貸資料服務機構或追討欠款公司提出查閱和改正資料的要求；及

- (v) 於全數清還欠款並結束賬戶後，指示本銀行要求信貸資料服務機構，從有關資料庫中刪除本銀行曾經向其提供的任何賬戶資料（為免生疑問，包括任何賬戶還款資料），惟是項指示必須於結束賬戶後5年內提出，及該賬戶在緊接結束前之5年內，並無任何拖欠為期超過60日的欠款。賬戶還款資料包括上次到期的還款額，上次報告期間（即緊接本銀行上次向信貸資料服務機構提供賬戶資料前不多於31日的期間）所作還款額，剩餘可用信貸額或未償還數額及欠款資料（即過期欠款額及逾期還款日數，清還過期欠款的日期，及全數清還拖欠為期超過60日的欠款的日期（如有））。
- (10) 如賬戶出現任何拖欠還款情況，除非拖欠金額在由拖欠日期起計60日屆滿前全數清還或已撇賬（因破產令導致撇賬除外），否則賬戶還款資料（定義見以上第(9)(v)段）會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多5年。
- (11) 如客戶因被頒布破產令而導致任何賬戶金額被撇賬，不論賬戶還款資料有否顯示任何拖欠為期超過60日的還款，該賬戶還款資料（定義見以上第(9)(v)段）會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多5年，或由客戶提出證據通知信貸資料服務機構其已獲解除破產令後保留多5年（以較早出現的情況為準）。
- (12) 根據條例的條款，本銀行有權就處理任何查閱資料的要求收取合理費用。
- (13) 任何關於查閱或改正資料，或索取關於本銀行的私隱政策及實務或所持有的資料種類的要求，應向下列人士提出：
- | | |
|-------------|------------------|
| 香港中環德輔道中10號 | 電話：3608 3608 |
| 東亞銀行有限公司 | 傳真：3608 6172 |
| 集團資料保障主任 | 網址：www.hkbea.com |
- (14) 本銀行在考慮客戶之任何信貸申請時，可能會參考由信貸資料服務機構提供有關客戶的信貸報告。假如客戶有意索取有關信貸報告，本銀行會提供有關信貸資料服務機構的聯絡詳情。
- (15) 本銀行在結束賬戶/終止服務後會繼續持有有關客戶的資料7年或按照有關法律和法規所規定的期限。
- (16) 本聲明不會限制客戶在條例下所享有的權利。

（文義如有歧異，以英文本為準。）

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

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

Date _____

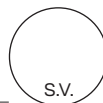
Customer Information

Registered Name in English (as stated in Business Registration Certificate or other Business Identification Document)	
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



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

Signed by Name(s) _____

For Bank Use Only	
Date Received	Remarks

共用信貸資料 - 客戶同意書
(有限公司適用)

致：東亞銀行有限公司(「銀行」)

日期 _____

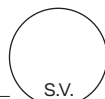
客戶資料

英文登記名稱 (按商業登記證或其他商業證明文件所註明者)	
商業證明文件資料(請填寫適用者)	
香港商業登記證號碼	
香港公司註冊證書號碼	
其他商業證明文件資料	

客戶的確認及同意

- (1) 本人(等)謹此確認並同意,在符合第(2)條規定的前提下,本人(等)應銀行的要求所提供有關本人(等)的任何資料,或於本人(等)與銀行進行交易過程中被收集的有關本人(等)的任何資料,均可披露予任何信貸資料服務機構或類似服務提供者,或由之使用及保存,以達到核證該等資料的目的,或以達到任何上述機構向其他機構提供該等資料:
- (a) 以便其他機構可以對本人(等)作為信貸額度的申請人或擔保人,進行信貸及其他狀況調查;及
- (b) 以達到在本人(等)作為借款人或擔保人而出現失責之時,對任何債務作出合理監控的目的;及
- (c) 編制及維持銀行的信貸評分模式。
- (2) 本人(等)可向銀行提前90天,以書面形式發出撤銷第(1)條所載同意的通知書(「撤銷通知書」),有關通知期將由銀行收訖撤銷通知書之日起計算。
- (3) 假如本人(等)根據第(2)條的規定,發出撤銷通知書以撤銷在第(1)條項下所作出同意:-
- (a) 銀行可以繼續依據第(1)條的規定披露資料,直至在第(2)條項下的通知期屆滿為止,惟須符合下文第(3)(f)及(g)條的規定;
- (b) 銀行可以通知其依據第(1)條獲准向之披露資料的全體人士,本人(等)已依據第(2)條發出撤銷通知書的事實;
- (c) 銀行可以將送達銀行的撤銷通知書,當作同樣適用於本人(等)之前就本人(等)獲授予所有其他信貸額度所作出的同意處理;
- (d) 銀行可以由銀行通知的生效日期起,終止授予本人(等)的任何信貸額度;
- (e) 信貸資料服務機構或類似服務提供者可以繼續將由銀行所提供的資料存檔及作內部用途,但該等資料不得披露予尋求信貸報告的其他機構;
- (f) 儘管本人(等)已按照上文第(2)條的規定撤銷同意,銀行仍可以繼續向商業信貸資料庫以外的信貸資料服務機構或類似服務提供者,提供有關租購及出租交易及授予批發商及零售商作為購入存貨之用的融資貸款的資料;及
- (g) 儘管本人(等)已按照上文第(2)條的規定撤銷同意,信貸資料服務機構或類似服務提供者仍可以繼續提供有關租購及出租交易及授予批發商及零售商作為購入存貨之用的融資貸款的資料及屬於公眾記錄的資料。
- (4) 在符合第(2)及(3)條的規定的前提下:
- (a) 本同意書在本人(等)與銀行維持客戶關係期間維持有效,並在結束所有關係後5年內仍然有效;或
- (b) 倘若出現逾期供款超過60日,本同意書則在結清拖欠超過60日的欠款的日期之後5年內仍然有效,以較遲者為準。
- (5) 本同意書取代本人(等)之前所簽署的任何共用信貸資料-客戶同意書。本同意書所載的確認及協議乃附加於銀行的賬戶文件及/或標準條款及條件,並對該等文件所載的協議或同意不構成任何影響。

代表(_____)公司名稱



客戶簽署(請用留存銀行印鑑簽署)

代表人姓名 _____

銀行專用	
收悉日期	備註

Collection and Provision of Import/Export Declaration – Customer Consent Form

收集與提供進出口報關單 – 客戶同意書

(For Limited Companies)
(有限公司適用)

To: **The Bank of East Asia, Limited (the "Bank"); and**
致: **東亞銀行有限公司 (「銀行」); 及**

Tradelink Electronic Commerce Limited ("Tradelink"); and
貿易通電子貿易有限公司 (「貿易通」); 及

PingAn OneConnect Credit Reference Services Agency (Hong Kong) Limited ("PAOCCRA")
平安金融壹帳通徵信服務 (香港) 有限公司 (「平安金融壹帳通」)

Date 日期 _____

Customer Information 客戶資料

Registered Name in English 英文登記名稱 (as stated in Business Registration Certificate or other Business Identification Document) (按商業登記證或其他商業證明文件所註明者)	
Business Identification Document Details (please complete as appropriate) 商業證明文件資料 (請填寫適用者)	
Hong Kong Business Registration Certificate number 香港商業登記證號碼	
Hong Kong Certificate of Incorporation number 香港公司註冊證書號碼	
Other Business Identification Document Details 其他商業證明文件資料	
CETS ID in Tradelink 貿易通客戶編號	

Customer's Authorization, Consent and Acknowledgment 客戶的授權、同意及確認

- (1) I/We authorize Tradelink to provide the data below to PAOCCRA for generating risk report to the Bank (the "Risk Report"):
本人 (等) 授權貿易通向平安金融壹帳通提供以下數據, 以供平安金融壹帳通生成相關風險報告予銀行 (「風險報告」):
- (a) Regarding all my/our import/export trade declarations retained by Tradelink, this Consent Form remains valid for up to 90 days after signing this Consent Form unless the consent is revoked pursuant to paragraph (7) below, the consent validity ends whichever earlier; and
關於本人 (等) 所有由貿易通保留的進出口貿易報關單, 本同意書在簽署後的 90 天內均有效, 除非根據下列第 (7) 段被撤銷同意, 本同意書的有效期終止以較早出現的情況為準; 及
- (b) Regarding all my/our import/export trade declarations retained by Tradelink, this Consent Form remains valid as long as I/we maintain an account relationship with the Bank and for a period of 90 days thereafter unless the consent is revoked pursuant to paragraph (7) below, the consent validity ends whichever earlier.
關於本人 (等) 所有由貿易通保留的進出口貿易報關單, 本同意書在本人 (等) 與銀行維持客戶關係期間維持有效, 并在結束所有關係後 90 天內仍然有效, 除非根據下列第 (7) 段被撤銷同意, 本同意書的有效期終止以較早出現的情況為準。
- and in this connection, I/we acknowledge and agree that Tradelink and the Bank shall not be required to further look into the legality, authenticity, or accuracy of the Risk Report.
本人 (等) 確認並同意, 貿易通和銀行不需要進一步確實風險報告的合法性、真實性或準確性。
- (2) I/We authorize PAOCCRA to collect and process the data stated in paragraph (1) for generating Risk Report to the Bank.
本人 (等) 授權平安金融壹帳通收集及處理第 (1) 段提及的數據, 以供平安金融壹帳通生成風險報告予銀行。
- (3) I/We authorize the Bank to collect and PAOCCRA to provide the Bank with the Risk Report.
本人 (等) 授權銀行收集及平安金融壹帳通向銀行提供風險報告。
- (4) In relation to data access, correction, retention and destruction, I/we acknowledge and understand that:
關於數據訪問、更正、保留和銷毀, 本人 (等) 確認並理解:
- (a) I/We have the right to make correction of all my/our import/export trade declarations retained by Tradelink and to resubmit to the HKSAR Government. I/We further grant the right to PAOCCRA to access to my/our corrected import/export trade declarations. In addition, I/we have the right to request access to data/information stated in the Risk Report held by PAOCCRA and the Bank by giving PAOCCRA and the Bank data access request in writing. PAOCCRA and the Bank have the right to charge a fee for processing of any data access request;
本人 (等) 有權更正並遞交所有本人 (等) 於貿易通保留的進出口貿易報關單予香港特區政府, 並授權平安金融壹帳通訪問更正後的進出口貿易報關單。另外, 本人 (等) 有權要求訪問和更正平安金融壹帳通和銀行持有的風險報告中所述的數據/資料並以書面形式向平安金融壹帳通和銀行提出數據訪問請求。平安金融壹帳通和銀行有權就處理有關數據訪問請求收取費用;
- (b) Tradelink, PAOCCRA and the Bank shall use their commercially reasonable endeavor to ensure that the import/export trade declarations received from Tradelink and data/information stated in the Risk Report held by PAOCCRA and the Bank (the "Commercial Data") will not be kept longer than is necessary for the fulfilment of the purposes (or any directly related purpose) for which the Commercial Data is or is to be used, unless the retention is otherwise permitted or required by law; and
貿易通、平安金融壹帳通和銀行應盡其商業上合理的努力, 確保從貿易通獲取的進出口貿易報關單數據及平安金融壹帳通和銀行於有關風險報告上的數據/資料 (「商業數據」) 的保存時間不會超過商業數據使用目的 (或任何直接相關的目的) 所需的時間, 除非法律另有允許或要求保留; 及
- (c) The Commercial Data which is no longer required will be destroyed by Tradelink, PAOCCRA or the Bank (whichever case may be) without prior notice.
貿易通、平安金融壹帳通或銀行 (視情況而定) 將銷毀不再需要的商業數據, 恕不另行通知。

- (5) I/We acknowledge and understand that signing of this Consent Form and providing the Commercial Data is not compulsory and is entirely based on the my/our consent. However, I/we acknowledge and accept that if I/we do not provide the Commercial Data pursuant to this Consent Form, I/we may experience delay in banking applications and the application outcomes may also be different.
本人（等）確認並理解簽署本同意書並提供商業數據並非強制性的，而是完全基於本人（等）同意。但是，本人（等）確認並接受，如果本人（等）不按照本同意書提供商業數據，本人（等）可能會遇到銀行申請延遲，並且申請結果也可能會有所不同。
- (6) I/We acknowledge that the data/information stated in the Risk Report shall be used by the Bank and any of the affiliates or service providers of the Bank for the following purposes including:
本人（等）確認上述風險報告的數據/資料將被銀行及其聯號機構或服務提供者用於下列用途，包括：
- (a) the Bank's internal analysis, processing and record;
銀行內部分析、處理及存檔；
 - (b) Know-Your-Customer, anti-money laundering and/or other compliance purposes; and
認識你的客戶、反洗黑錢、及/或其他法規事宜；及
 - (c) The Bank's processing of the Customer's portfolios, applications, enquiries or other financial activities.
銀行處理客戶的投資組合、申請、查詢或其他財務活動。
- The Bank may from time to time amend these purposes at its own discretion by giving notice to the Customer(s).
銀行可隨時更改以上用途，同時會就相關更改通知客戶。
- (7) I/We understand the importance and the confidentiality of the data to be provided to the Bank and acknowledge that I/we have been advised to seek independent legal advice. I/We may at any time revoke my/our consent by written notification to the Bank. Upon receiving the written notification, the Bank shall, within 30 days, cease using the data and notify Tradelink and PAOCCRA to cancel the relevant data sharing arrangement, provided that the Bank may retain such data to the extent necessary to comply with any applicable law or for insurance, accounting or taxation purposes.
本人（等）了解向銀行提供數據的重要性和保密性，並確認本人（等）已被建議尋求獨立的法律意見。本人（等）可於任何時間向銀行以書面形式發出撤銷於本同意書所作出的同意。銀行收到書面通知後，會於30天內安排停止使用該等數據及通知貿易通及平安金融壹帳通取消該等數據分享安排，唯銀行可按任何相關法律及或保險、會計或稅務目的之要求而保留該等數據。
- (8) I/We agree that Tradelink, PAOCCRA and the Bank shall have no liability whatsoever for any loss or damage incurred or suffered by me/us or any other third parties arising from Tradelink's provision of all our import/export trade declarations to PAOCCRA or the Bank's receipt of the Risk Report from PAOCCRA.
本人（等）同意就本人（等）或任何第三方因貿易通向平安金融壹帳通提供的進出口貿易報關單或銀行從平安金融壹帳通取得風險報告而產生或遭受的損失，貿易通、平安金融壹帳通及銀行概不負責。
- (9) Unless provided in this Consent Form, I/we acknowledge and agree that neither shall Tradelink, PAOCCRA, the Bank, and any of their affiliates ("Affiliates") nor any of their officers, employees, agents, nominees, custodians or professional advisers (including auditors, accountants and legal advisers) or any other person acting in any duly authorized representative capacity ("Officers") be liable to me/us, and I/we hereby waive all claims against Tradelink, PAOCCRA, the Bank and their Affiliates and Officers, for any liability, claim, loss, damage, action, proceeding, demand, cost, fee or expense of any kind or nature whatsoever and howsoever caused in connection with the collection, use, processing and/or transmission of the data/information or any part thereof, unless such liability, claim, loss, damage, action, proceeding, demand, cost, fee or expense are caused by fraud of Tradelink, and/or PAOCCRA, and/or the Bank.
除非本同意書另有規定，否則本人（等）承認並同意，貿易通、平安金融壹帳通、銀行及其聯號機構（「聯號機構」）或其任何職員、僱員、代理人、代名人、保管人或專業顧問（包括審計師、會計師和法律顧問）或以任何正式授權代表身份行事的任何其他人士（「職員」）均不會對本人（等）負責，本人（等）在此放棄向貿易通、平安金融壹帳通、銀行及其聯號機構和職員提起所有索賠，包括針對與收集、使用、處理和/或傳輸數據/資料或其任何部分有關的任何種類或性質的責任、索賠、損失、損害、訴訟、要求、成本、費用或開支，除非此類責任、索賠、損失、損害、訴訟、要求、成本、費用或開支是由貿易通、平安金融壹帳通及/或銀行欺詐引起的。
- (10) This Consent Form and all matters arising from or connected with it are governed by Hong Kong law.
本同意書以及由此產生或與之相關的所有事項均受香港法律管轄。
- (11) The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with this Consent Form (including a dispute relating to the existence, validity or termination of this Consent Form or the consequences of its nullity).
香港法院擁有專屬管轄權來解決因本同意書引起的或與本同意書有關的任何爭議（包括與本同意書的存在、有效性或終止或其無效的後果有關的爭議）。
- (The Chinese version above is for reference only. If there is any discrepancy between the English and Chinese versions of these terms and conditions, the English version shall apply and prevail.)
(以上中文版本僅供參考。若本條款及細則的中英文版本有任何差異，以英文版本為準)

For and on behalf of 代表 (_____) name of Customer 客戶名稱

S.V.

Customer's Signature(s) (Please use the signature(s) filed with the Bank)
客戶簽署（請用留存銀行印鑑簽署）

Signed by Name(s) 代表人姓名 _____

For Bank Use Only 銀行專用	
Date Received 收悉日期	Remarks 備註

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

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

Date _____

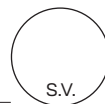
Customer Information

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.

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



Signed by Name(s) _____

For Bank Use Only	
Date Received	Remarks

共用信貸資料 - 客戶同意書
(適用於無限公司)

致：東亞銀行有限公司(「銀行」)

日期 _____

客戶資料

英文登記名稱 (按商業登記證或其他商業證明文件所註明者)	
香港商業登記證號碼	

客戶的確認及同意

- (1) 本人(等)謹此確認並同意：
- (a) 本人(等)應銀行的要求所提供有關本人(等)的任何資料，或於本人(等)與銀行進行交易過程中被收集的有關本人(等)的任何資料，連同銀行不時取得有關本人(等)的其他資料，均可被銀行及其聯號機構根據本人(等)不時獲發的東亞銀行個人資料(私隱)條例 - 個人資料收集(客戶)聲明(「私隱聲明」)中所列之用途使用，及可披露予私隱聲明中所列之該等人士、銀行的聯號機構、服務提供者及其監管機構，以作私隱聲明所述之用途；
- (b) 本人(等)的資料可被轉離香港，以被銀行及其聯號機構或服務提供者處理及使用；及
- (c) 本人(等)的資料可被銀行及其聯號機構或服務提供者使用，以進行核對程序(不論是否藉以作出對本人(等)不利的行動)或作私隱聲明所述之其他用途。
- (2) 本同意書取代本人(等)之前所簽署的任何共用信貸資料 - 客戶同意書。本同意書所載的確認及協議乃附加於銀行的賬戶文件及/或標準條款及條件，並對該等文件所載的協議或同意不構成任何影響。

客戶簽署(請用留存銀行印鑑簽署)

代表人姓名

S.V.

銀行專用	
收悉日期	備註

Collection and Provision of Import/Export Declaration – Customer Consent Form
收集與提供進出口報關單 – 客戶同意書
(For Unlimited Companies)
(無限公司適用)

To: **The Bank of East Asia, Limited (the "Bank"); and**
致: **東亞銀行有限公司 (「銀行」); 及**

Tradelink Electronic Commerce Limited ("Tradelink"); and
貿易通電子貿易有限公司 (「貿易通」); 及

PingAn OneConnect Credit Reference Services Agency (Hong Kong) Limited ("PAOCCRA")
平安金融壹帳通徵信服務 (香港) 有限公司 (「平安金融壹帳通」)

Date 日期 _____

Customer Information 客戶資料

Registered Name in English 英文登記名稱 (as stated in Business Registration Certificate or other Business Identification Document) (按商業登記證或其他商業證明文件所註明者)	
Hong Kong Business Registration Certificate number 香港商業登記證號碼	
CETS ID in Tradelink 貿易通客戶編號	

Customer's Authorization, Consent and Acknowledgment
客戶的授權、同意及確認

- (1) I/We authorize Tradelink to provide the data below to PAOCCRA for generating risk report to the Bank (the "Risk Report"):
本人 (等) 授權貿易通向平安金融壹帳通提供以下數據, 以供平安金融壹帳通生成相關風險報告予銀行 (「風險報告」):
- (a) Regarding all my/our import/export trade declarations retained by Tradelink, this Consent Form remains valid for up to 90 days after signing this Consent Form unless the consent is revoked pursuant to paragraph (7) below, the consent validity ends whichever earlier; and
關於本人 (等) 所有由貿易通保留的進出口貿易報關單, 本同意書在簽署後的 90 天內均有效, 除非根據下列第 (7) 段被撤銷同意, 本同意書的有效期終止以較早出現的情況為準; 及
- (b) Regarding all my/our import/export trade declarations retained by Tradelink, this Consent Form remains valid as long as I/we maintain an account relationship with the Bank and for a period of 90 days thereafter unless the consent is revoked pursuant to paragraph (7) below, the consent validity ends whichever earlier.
關於本人 (等) 所有由貿易通保留的進出口貿易報關單, 本同意書在本人 (等) 與銀行維持客戶關係期間維持有效, 并在結束所有關係後 90 天內仍然有效, 除非根據下列第 (7) 段被撤銷同意, 本同意書的有效期終止以較早出現的情況為準。
- and in this connection, I/we acknowledge and agree that Tradelink and the Bank shall not be required to further look into the legality, authenticity, or accuracy of the Risk Report.
本人 (等) 確認並同意, 貿易通和銀行不需要進一步確實風險報告的合法性、真實性或準確性。
- (2) I/We authorize PAOCCRA to collect and process the data stated in paragraph (1) for generating Risk Report to the Bank.
本人 (等) 授權平安金融壹帳通收集及處理第 (1) 段提及的數據, 以供平安金融壹帳通生成風險報告予銀行。
- (3) I/We authorize the Bank to collect and PAOCCRA to provide the Bank with the Risk Report.
本人 (等) 授權銀行收集及平安金融壹帳通向銀行提供風險報告。
- (4) In relation to data access, correction, retention and destruction, I/we acknowledge and understand that:
關於數據訪問、更正、保留和銷毀, 本人 (等) 確認並理解:
- (a) I/We have the right to make correction of all my/our import/export trade declarations retained by Tradelink and to resubmit to the HKSAR Government. I/We further grant the right to PAOCCRA to access to my/our corrected import/export trade declarations. In addition, I/we have the right to request access to data/information stated in the Risk Report held by PAOCCRA and the Bank by giving PAOCCRA and the Bank data access request in writing. PAOCCRA and the Bank have the right to charge a fee for processing of any data access request;
本人 (等) 有權更正並遞交所有本人 (等) 於貿易通保留的進出口貿易報關單予香港特區政府, 並授權平安金融壹帳通訪問更正後的進出口貿易報關單。另外, 本人 (等) 有權要求訪問和更正平安金融壹帳通和銀行持有的風險報告中所述的數據 / 資料並以書面形式向平安金融壹帳通和銀行提出數據訪問請求。平安金融壹帳通和銀行有權就處理有關數據訪問請求收取費用;
- (b) Tradelink, PAOCCRA and the Bank shall use their commercially reasonable endeavor to ensure that the import/export trade declarations received from Tradelink and data/information stated in the Risk Report held by PAOCCRA and the Bank (the "Commercial Data") will not be kept longer than is necessary for the fulfilment of the purposes (or any directly related purpose) for which the Commercial Data is or is to be used, unless the retention is otherwise permitted or required by law; and
貿易通、平安金融壹帳通和銀行應盡其商業上合理的努力, 確保從貿易通獲取的進出口貿易報關單數據及平安金融壹帳通和銀行於有關風險報告上的數據 / 資料 (「商業數據」) 的保存時間不會超過商業數據使用目的 (或任何直接相關的目的) 所需的時間, 除非法律另有允許或要求保留; 及
- (c) The Commercial Data which is no longer required will be destroyed by Tradelink, PAOCCRA or the Bank (whichever case may be) without prior notice.
貿易通、平安金融壹帳通或銀行 (視情況而定) 將銷毀不再需要的商業數據, 恕不另行通知。
- (5) I/We acknowledge and understand that signing of this Consent Form and providing the Commercial Data is not compulsory and is entirely based on the my/our consent. However, I/we acknowledge and accept that if I/we do not provide the Commercial Data pursuant to this Consent Form, I/ we may experience delay in banking applications and the application outcomes may also be different.
本人 (等) 確認並理解簽署本同意書並提供商業數據並非強制性的, 而是完全基於本人 (等) 同意。但是, 本人 (等) 確認並接受, 如果本人 (等) 不按本同意書提供商業數據, 本人 (等) 可能會遇到銀行申請延遲, 並且申請結果也可能會有所不同。

- (6) I/We hereby acknowledge and agree that:
本人（等）謹此確認並同意：
- (a) any information with respect to me/us including but not limited to the Risk Report which is provided by me/us or by PAOCCRA 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 or service providers 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;
應銀行的要求由本人（等）或由平安金融壹帳通所提供包括但不限於風險報告等有關本人（等）的任何資料，或於本人（等）與銀行進行交易過程中被收集的有關本人（等）的任何資料，連同銀行不時取得有關本人（等）的其他資料，均可被銀行及其聯號機構或服務提供者根據本人（等）不時獲發的東亞銀行個人資料（私隱）條例 - 個人資料收集（客戶）聲明（「私隱聲明」）中所列之用途使用，及可披露予私隱聲明中所列之該等人士、銀行的聯號機構、服務提供者及其監管機構，以作私隱聲明所述之用途；
- (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
本人（等）的資料可被轉離香港，以被銀行及其聯號機構或服務提供者處理及使用；及
- (c) my/our personal data and/or information may be used by the Bank and 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).
本人（等）的資料可被銀行及其聯號機構或服務提供者使用，以進行核對程序（不論是否藉以作出對本人（等）不利的行動）。
- (7) I/We understand the importance and the confidentiality of the data to be provided to the Bank and acknowledge that I/we have been advised to seek independent legal advice. I/We may at any time revoke my/our consent by written notification to the Bank. Upon receiving the written notification, the Bank shall, within 30 days, cease using the data and notify Tradelink and PAOCCRA to cancel the relevant data sharing arrangement, provided that the Bank may retain such data to the extent necessary to comply with any applicable law or for insurance, accounting or taxation purposes.
本人（等）了解向銀行提供數據的重要性和保密性，並確認本人（等）已被建議尋求獨立的法律意見。本人（等）可於任何時間向銀行以書面形式發出撤銷於本同意書所作出的同意。銀行收到書面通知後，會於30天內安排停止使用該等數據及通知貿易通及平安金融壹帳通取消該等數據分享安排，唯銀行可按任何相關法律及或保險、會計或稅務目的之要求而保留該等數據。
- (8) I/We agree that Tradelink, PAOCCRA and the Bank shall have no liability whatsoever for any loss or damage incurred or suffered by me/us or any other third parties arising from Tradelink's provision of all my/our import/export trade declarations to PAOCCRA or the Bank's receipt of the Risk Report from PAOCCRA.
本人（等）同意就本人（等）或任何第三方因貿易通向平安金融壹帳通提供的進出口貿易報關單或銀行從平安金融壹帳通取得風險報告而產生或遭受的損失，貿易通、平安金融壹帳通及銀行概不負責。
- (9) Unless provided in this Consent Form, I/we acknowledge and agree that neither shall Tradelink, PAOCCRA, the Bank, and any of their affiliates ("Affiliates") nor any of their officers, employees, agents, nominees, custodians or professional advisers (including auditors, accountants and legal advisers) or any other person acting in any duly authorized representative capacity ("Officers") be liable to me/us, and I/we hereby waive all claims against Tradelink, PAOCCRA, the Bank and their Affiliates and Officers, for any liability, claim, loss, damage, action, proceeding, demand, cost, fee or expense of any kind or nature whatsoever and howsoever caused in connection with the collection, use, processing and/or transmission of the data/information or any part thereof, unless such liability, claim, loss, damage, action, proceeding, demand, cost, fee or expense are caused by fraud of Tradelink, and/or PAOCCRA, and/or the Bank.
除非本同意書另有規定，否則本人（等）承認並同意，貿易通、平安金融壹帳通、銀行及其聯號機構（「聯號機構」）或其任何職員、僱員、代理人、代名人、保管人或專業顧問（包括審計師、會計師和法律顧問）或以任何正式授權代表身份行事的任何其他人士（「職員」）均不會對本人（等）負責，本人（等）在此放棄向貿易通、平安金融壹帳通、銀行及其聯號機構和職員提起所有索賠，包括針對與收集、使用、處理和/或傳輸數據/資料或其任何部分有關的任何種類或性質的責任、索賠、損失、損害、訴訟、要求、成本、費用或開支，除非此類責任、索賠、損失、損害、訴訟、要求、成本、費用或開支是由貿易通、平安金融壹帳通及/或銀行欺詐引起的。
- (10) This Consent Form and all matters arising from or connected with it are governed by Hong Kong law.
本同意書以及由此產生或與之相關的所有事項均受香港法律管轄。
- (11) The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with this Consent Form (including a dispute relating to the existence, validity or termination of this Consent Form or the consequences of its nullity).
香港法院擁有專屬管轄權來解決因本同意書引起的或與本同意書有關的任何爭議（包括與本同意書的存在、有效性或終止或其無效的後果有關的爭議）。
- (The Chinese version above is for reference only. If there is any discrepancy between the English and Chinese versions of these terms and conditions, the English version shall apply and prevail.)
(以上中文版本僅供參考。若本條款及細則的中英文版本有任何差異，以英文版本為準)

S.V.

Customer's Signature(s) (Please use the signature(s) filed with the Bank)
客戶簽署（請用留存銀行印鑑簽署）

Signed by Name(s) 代表人姓名 _____

For Bank Use Only 銀行專用	
Date Received 收悉日期	Remarks 備註