

APPLICATION FORM FOR 80%/ 90% GUARANTEE PRODUCT UNDER SME FINANCING GUARANTEE SCHEME

「中小企融資擔保計劃」八成/九成信貸擔保產品申請表

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。
- 3. BEA may request Borrower(s) to provide additional supporting documents where appropriate. 東亞銀行有權要求企業及在適當情況下提交額外證明文件。
- 4. If you are applying for multiple loan scheme, please fill in one application form per each loan scheme. 如果您申請多種貸款計劃,請為每種貸款計劃各自填寫一份申請表。

I/WE apply to The Bank of East Asia, Limited ("BEA" / "The Bank") for the 80%/90% Guarantee Product under the SME Financing Guarantee Scheme ("80%/90% SFGS"/ the "Loan") operated by HKMC Insurance Limited ("HKMCI").

本公司現向東亞銀行有限公司(「東亞銀行」 / 「本行」)申請由香港按證保險有限公司所經營之「中小企融資擔保計劃」下的八成/九成信貸擔保產品。 ("80%/90% SFGS"/ "貸款")

Please select the application option in the below $\hfill\square$ where applicable.

請客戶在此選擇欲申請之事項:

Loan Scheme 貸款計劃	Application Options 申請選項	Please fill in the below Parts 請填寫以下部份
□ 80% GUARANTEE PRODUCT 八成信貸擔保產品	□ New Loan Application 新貸款申請	➤ Please fill in all parts except Part C. 除 C 部份外,其他部份均需填寫
□ 90% GUARANTEE PRODUCT 九成信貸擔保產品	□ Application for the Change of Loan Terms [2024-Principal Moratorium("2024-PM"), Partial Principal Repayment ("PPR")], 申請更改貸款條款 [申請 2024-還息不還本 ("2024- PM"), 申請部分本金還款("PPR")]	➤ Please fill in all parts except Part B and D 除B, D 部份外,其他部份均需填寫
	Remark: For other change of loan term, please contact with your designated relationship manager. 有關更改其他貸款條款,請聯絡您的客戶經理。	

For Bank Use Only (銀行專用)		
Document received by		
Department Name:	Staff Name:	Document received date (DDMMYY):

A. APPLICANT INFORMATION	
客戶資料	
Name of the Applicant 申請客戶名稱	
Name in English (英文名稱):	
Name in Chinese (中文名稱):	
Business Identification Document Details 商業證明文件資料	Company Type 公司類別
Type 種類: □ Certificate of Incorporation 公司註冊證書	, ,
☐ Business Registration Certificate 商業登記證	·
□ Others (please specify) 其他 (請註明)	· · ·
	□ Other (please specify) 其他(請註明):
Major Business 主營業務:	
Contact Information 聯絡資料	
Contact Person 聯絡人:	
Office 公司電話:	
Mobile 手提電話:	
Fax	
Business Email Address 公司電郵:	
Business Address 營業地址 (<i>PO Box is not acceptable 恕不接受郵政地址</i>) : 	
Correspondence Address 通訊地址 □ Same as Business Address 與公	司營業地址相同
BEA Account No.東亞銀行帳戶號碼 (if applicable 如適用)	
BEA Account No.宋显频门帧户號酶 (II applicable 知過用)	
B. LOAN DETAILS	
B. LOAN DETAILS 貸款資料	
貝术貝科 For the maximum loan amount and loan tenor of each loan type, please refer to the latest annot	ouncement by HKMCl for the most up-to date information of the Scheme.
Applied Loan Type 申請貸款類別:	
□ Instalment Loan 分期貸款 □ Non-Revolving Loan 循環貸款 * □ Trade L	.oan 貿易貸款 * □ Other 其他 _
*Not applicable for 90% SFGS 不適用於 90% SFGS 之申請	
Applied Loan Amount 申請貸款金額	
HK\$	
Applied Loan Tenor 貸款期:	
months 個月	

		CHANGE OF LOAN TE	KMS		
E	申請更改貸款條款				
		where applicable. 請在所需申請更改			
-	• •	Principal Repayment ("PP	-		
		nent Loan only 只適用於分類			
	BEA Loan Number/ 果!	立銀行貸款號碼:			
<u>Eliç</u>	gibility Criteria for PPR				
•			be (a) received by the Bank I on or after 18 November 20		September 2023 and submitted to HKMCI
•			he term of the Facility, or ap would like to have a smooth		oths before expiry of the current Principal to PPR)
•	Bank.	· ·	•	·	ne Borrower's request for PPR by the
•	The Borrower is not bankruptcy petition		operations, an undischarged	d bankrupt or disso	olved, nor subject to any winding up or
•	PPR Period		•	. ,	ment structure is not allowed) after the
•	extension of repaym		penalty interests and late ch	narges shall be full	ly settled before effective of PPR or
	R 的申請資格:			- 	
•					提交香港按證保險有限公司,
•	客戶需在貸款期限內		申請,才合資格申請部分本金 ("PM")/PPR 期屆滿至少		l 戶打算從 PM 期屆滿後順利過渡到 PPR 的
	選項)		· · __		
•		PPR 申請時該貸款不得超過		******	
•			没有受到任何清盤、破產申請 发全額攤銷(即不允許子彈結		
•			爱主領無蛸(即个允計于彈給 RR 生效或延長還款期限之前:		
	T. 1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1		II IMARE KROWNING.	工程不可以	
	Partial	l Principal Repayment "PPF	R" Options Note1	Apply for Loan	Tenor Extension according to PPR Note2
		部分本金還款 "PPR" 選	.項 ^{註 1}	F	申請相應延長貸款年期 ^{註2}
	(A) 10% of the orig	ginal principal repayment a	mount for 12 months	□Yes 是	
	每月償還原定本	本金還款金額的 10%,期限	為 12 個月	□No 否	
	(B) 20% of the orig	ginal principal repayment a	amount for 18 months	□Yes 是	
	·	z金還款金額的 20% ,期限	!為 18 個月	□ res 定 □ No 否	
	(C) 50% of the original	iginal principal repayment a	amount for 30 months		
	' ' '	本金還款金額的 50%,期限		□Yes 是	
	7/3/2//		And CC IE/ 3	□No 否	
					d PPR period, and PPR % shall be a multiple of 10%), a facility should be capped at 48 months.
				-	PR% 和期限, 而 PPR % 最低原定本金還款金額應為
	10%的倍數),PPR 的總期限不行				
		enor Extension according to PPR: b", the facility tenor should generally	he extended correspondingly to 11 n	nonths :	
C	Option (A): If the answer is "Yes", the facility tenor should generally be extended correspondingly to 11 months; Option (B): If the answer is "Yes", the facility tenor should generally be extended correspondingly to 15 months; Option (C): If the answer is "Yes", the facility tenor should generally be extended correspondingly to 15 months;				
It	If the answer is "No", the facility tenor <u>WILL NOT</u> be extended.				
	選項(A): 若答案為"是",其貸款期限將會相應延長 11 個月;				
	選項(B) : 若答案為'是",其貸款期限將會相應延長 15 個月; 選項(C) : 若答案為'是",其貸款期限將會相應延長 15 個月;				
	若答案為"否",其貸款期限 將不會 相應延長。				
Example					
	•	* ' ' '	ent amount for a PPR period up to 18 是長為 18 個月,同時客戶申請相應延長		•
Origina	al Instalment Number	Original monthly repayment	New Instalment Number		New monthly repayment after applied PPR
原還款		原每月還款額	新還款期數		申請 PPR 後之每月還款額
1-120 N	Months (月)	Principal + Interest	1-18 Months (月)	,	20% of Principal (as fixed amount)+ Interest

Original Instalment Number	Original monthly repayment	New Instalment Number	New monthly repayment after applied PPR
原還款期數	原每月還款額	新還款期數	申請 PPR 後之每月還款額
1-120 Months (月)	Principal + Interest	1-18 Months (月)	20% of Principal (as fixed amount)+ Interest
	本金+利息	(PPR Period: 18 months 部分本金還款為期 18 個月)	20% 本金 (固定金額) +利息
		19-120 Months (月)	Principal + Interest 本金+利息
		121-135 Months (月) (Extend 15 months due to PPR)	Principal + Interest 本金+利息
		(因部份本金還款而相應延長貸款期 15 個月)	
			_

C. APPLICATION FOR CHANGE OF LOAN TERMS (CONTINUED)

Please tick 「√」 the below □ where applicable. 請在所需申請更改方格內填上「√」號。

2a) 🗌 Application for 2024-Principal Moratorium 申請 2024-還息不還本 ("2024- PM")

[Application period from 18 November 2024 to 17 November 2025 申請日期由 2024 年 11 月 18 日至 2025 年 11 月 17 日]

Eligibility Criteria for 2024-PM

申請更改貸款條款 (續)

- The subject Facility shall not have outstanding default for more than 30 days as the date of receipt the Borrower's request for 2024-PM by the Lender;
- The Borrower is not in the process of ceasing operations, an undischarged bankrupt or dissolved, nor subject to any winding up or bankruptcy petition or proceedings;
- The amount of Indebtedness shall not be increased, shall be fully amortized (i.e. bullet repayment structure is not allowed) after 2024-PM period.
- Any outstanding interest payments, overdue penalty interests and late charges shall be fully settled before effective of 2024-PM or extension of repayment term.

2024-PM的申請資格

- 在本行收到客戶的 2024-PM 申請時該貸款不得超過 30 天逾期
- 借款人沒有停止運營、未解除破產或解散,也沒有受到任何清盤、破產申請或程序約束
- 貸款金額不得增加,應在 2024-PM 期之後全額攤銷(即不允許子彈結構還款)
- 任何未付的利息、逾期罰息和逾期收費應在 2024-PM 生效或延長還款期限之前全額結清
- 2b) Please select the Loan Type for the application of "2024-PM":

	2024-PM Arrangement 2024-PM 安排	Apply for Loan Tenor Extension according to 2024- PM Note3 申請 2024-PM 相應延長貸款 年期 ^{註 3}	2024-PM take effect after existing PPR (if any)? Note 4 2024-PM 於現有 PPR 後生效 (如有) ^{註 4}	Apply PPR options after 2024-PM expiry Note 5 同時申請 PPR 並於"2024-PM" 到期後生效 ^{註5}
(A)	6 months/6個月* *which is renewable subject to a maximum 12 months in total 可續期,最長期限為 12個月	□Yes 是 □No 否	□ Yes 是 [You may select this option if expiry date of the existing PPR period(s) is not more than 6 months. 如現有 PPR 期數不多於 6 個月,可選此項] □ No 否	□ Yes 是 [Please also select PPR options at Part C1 講於 Part C1 選擇其 PPR 選項] □ No 否
(B)	12 months /12 個月	□ Yes 是 □ No 否	□ Yes 是 [You may select this option if expiry date of the existing PPR period(s) is not more than 6 months. 如現有 PPR 期數不多於 6 個月,可選此項 □ No 否	□ Yes 是 [Please also select PPR options at Part C1 講於 Part C1 選擇其 PPR 選項] □ No 否

Note 3: Borrower may apply for Loan Tenor Extension according to 2024-PM: Option (A): If the answer is "Yes", the facility tenor should generally be extended correspondingly to 6 months; Option (B): If the answer is "Yes", the facility tenor will know be extended correspondingly to 12 months; If the answer is "No", the facility tenor WILL NOT be extended.

註 3: 借款人可根據 2024-PM 申請延長貸款期限: 選項(A):若答案為 "是",其貸款期限將會相應延長 6 個月; 選項(B):若答案為 "是",其貸款期限將會相應延長 12 個月;若答案為 "否",其貸款期限將不會相應延長。

Note 4 a): If the answer is "Yes", 2024-PM will take effect after existing PPR period(s) provided that the expiry date of the existing PPR period(s) is not more than 6 months. If existing PPR period(s) is more than 6 months, follow Note 4b.

Note 4 b): If the answer is "No", 2024-PM will take effect during existing PPR period(s), existing unused PPR periods will be early terminated and Bank will arrange the resumption of the early terminated PPR period(s) right after the 2024-PM period.

註4 a): 如果答案為"是", 2024-PM 會於現有PPR期完結後才生效,前提是現有的PPR期數並不超過6個月。如果現有PPR期數超過6個月,請遵循註5b。

註4 b): 如果答案為"否", 2024-PM 會於現有PPR期間生效,現有未使用的PPR期數將被提前終止;本行將在2024-PM完結後恢復被提前終止的PPR期數。

Note 5: Borrower is suggested to apply PPR options after 2024 -PM expiry, subject to a maximum of 48 months PPR periods, including any PPR period used previously. If one or more PPR options are selected, our Bank will arrange the PPR options from the smallest PPR % to the largest PPR%.

註 5: 建議借款人可同時申請 PPR 並於"2024-PM" 到期後生效,PPR 最長期限為 48 個月 (包括之前已使用的 PPR)。 如借款人選擇多於一個 PPR 選項,本行將安排其 PPR 選項由最小的 PRR%至最大 PRR%。

	C. APPLICATION FOR CHANGE OF LOAN TERMS (CONTINUED)				
	申請更改貸款條款 (續)				
	Please tick 「√」 the below □ where applicable. 請在所需申請更改方格內填上「√」號。				
2b)	b) Please select the Loan Type for the application of "2024-PM":				
	請選擇申請"2024-PM"的貸款類別:				
(ii) [□ Trade Loan 貿易貸款				
	2024-PM Arrangement BEA Trade Loan Number/ 東西銀行貿見貸款蛯暉				
	2024-PM 安排	BEA Trade Loan Number/ 東亞銀行貿易貸款號碼			
	Not more than 90 days note 6				
	不多於 90 天 註6	1)			
		2)			
		3)			
		4)			
		5)			
		,			
(iii) [□ Revolving Loan 循環貸款				
(111)	_ Novolving Isan Marketon				
	2024-PM Arrangement	BEA Loan Number/東亞銀行貸款號碼			
	2024-PM 安排				
	Not more than 6 months ^{note 6} 不多於 6 個月 ^{註 6}				
	小多於 6 個月	1)			
		2)			
		3)			
		4)			
		5)			
Note	than 90 days for trade loans or not more than 6 months for short-term revolving in total of all applications for deferment and approved under the same trade or sh	3至 2025 年 11月 17 日期間。每個 2024 年 PM 申請的期限,貿易貸款不得超過本金還款到期日			

D. 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。

i lease make a copy of	tino page il triere lo ilibamolent opace. XI > 1/4		
	Guarantor 擔保人 (1):	Guarantor 擔保人 (2):	Guarantor 擔保人 (3):
Name:	□ Mr 先生 □ Mrs 太太	□ Mr 先生 □ Mrs 太太	□ Mr 先生 □ Mrs 太太
姓名:	□ Miss 小姐 □ Ms 女士	□ Miss 小姐 □ Ms 女士	□ Miss 小姐 □ Ms 女士
	I WISS 17 ME I WIS XI	I Wiss J. M. I Wis X.T.	I WISS 1 ME I WIS XI
HKID No/ Passport No.:			
香港身份證號碼/ 護照號碼:			
Nationality:			
國藉:			
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	□ Director 董事	□ Director 董事	□ Director 董事
Company:	□ Shareholder 股東	│ │□ Shareholder 股東	□ Shareholder 股東
與公司的關係:			
	□ Sole Proprietor 東主	□ Sole Proprietor 東主	□ Sole Proprietor 東主
	□ Partner 合夥人	□ Partner 合夥人	□ Partner 合夥人
Shareholding/Ownership:			
持股量/權益:	%	%	%
Telephone No.: 電話號碼:	Mobile 手提:	Mobile 手提:	Mobile 手提:
	, , , , , , , , , , , , , , , , , ,		
	Home 住宅:	Home 住宅:	Home 住宅:
Education Level:	□ Primary or below 小學或以下	□ Primary or below 小學或以下	□ Primary or below 小學或以下
教育程度:	□ Secondary 中學	□ Secondary 中學	□ Secondary 中學
	□ Post Secondary 預科/專上學院	□ Post Secondary 預科/專上學院	□ Post Secondary 預科/專上學院
	□ University or above 大學或以上	□ University or above 大學或以上	□ University or above 大學或以上
Marital Status	□ Single 單身	□ Single 單身	□ Single 單身
婚姻狀況:	□ Married 已婚	□ Married 已婚	□ Married 已婚
	□ Others 其他	□ Others 其他	□ Others 其他
Correspondence Address:			
通訊地址:			
Residential Address :			
住宅地址			
	□ Comp on above (同 b)	- Company (同 b)	□Company (同上)
Time at Current Residential	□ Same as above (同上)	□ Same as above (同上)	□ Same as above (同上)
Address:			
居住現址年期:			
	Years 年 Months 月	Years 年 Months 月	Years 年 Months 月
Residential Status:	□Mortgaged 按揭	□Mortgaged 按揭	□Mortgaged 按揭
居住狀況:	□ Self-owned 自置	□ Self-owned 自置	□ Self-owned 自置
	□ Rented 租用	□ Rented 租用	□ Rented 租用
	□ Living with relatives 與親屬同住	□ Living with relatives 與親屬同住	□ Living with relatives 與親屬同住
	□ Others 其他	□ Others 其他	□ Others 其他

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

E. APPLICANT'S / GUARANTOR'S DECLARATION 申請客戶 / 擔保人聲明

In relation to this application, I/we acknowledge, confirm, agree and accept the following: 就此申請而言,本人(等)確認、同意及接受以下事項:

- 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(ies) 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(ies). 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(ies) 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。

E. APPLICANT'S / GUARANTOR'S DECLARATION (CONTINUED) 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(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。

F. SIGNING OF APPLICATION		
申請表簽署		
*Please make a copy of this page if there is insufficient space	e. 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 Conte Information Collection (Customers) Statement and the bound by the same.	Terms and Conditions (if applicable) related to this a	pplication and agree to be
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 適用)並同意受其約束。	月、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
x		
Signature of the Applicant with Company Chop (if applicable) 客戶簽署及公司印章(如適用)	—————————————————————————————————————	Date: 日期:
×		
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 (1)	Name of Guarantor (1):	Date:
擔保人(2)簽署	擔保人 (2) 姓名	日期:
X		
Signature of Guarantor (1) 擔保人 (3)簽署	Name of Guarantor (1): 擔保人 (3)姓名	Date: 日期:
#B	NE NO. V A V CT II	- M.
To borrow or not to borrow? Borrow only if you can re借定唔借?還得到先好借!	epay!	

Remark: In assessing the application, BEA will consider the credit reports provided by Credit Reference Agencies ("CRAs") of the applicants, 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 on 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 twelvemonth 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生—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。

Terms and Conditions

- 1. The Bank of East Asia, Limited ("We" or "us") reserves the final decision to approve or decline an application.
- The 80% /90% Guarantee Product under the SME Financing Guarantee Scheme is operated by HKMC Insurance Limited. ("HKMCI") and is subject to the relevant terms and conditions. Please refer to the latest announcement by HKMCI for the most up-to date information of the Scheme.
- 3. We reserve the right at our discretion to apportion the monthly repayment amount of the 80%/90% Guarantee Product (the "Loan") under the SME Financing Guarantee Scheme. We shall debit the customer's current/savings account (the "Designated Account") for the amount of each monthly repayment commencing one month after the Loan has been granted to the customer ("you").
- 4. 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:
 - 4.1 your failure to make monthly repayment on any payment due date; or
 - 4.2 your failure to abide by any of these Terms and Conditions.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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:
 - 10.1 violation of any of these Terms and Conditions;
 - 10.2 any attachment, execution, or similar process is levied against you;
 - 10.3 if you appear to be unable to pay or have no reasonable prospect of being able to pay any debt;
 - 10.4 if you are petitioned bankrupty / winding up
 - 10.5 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; 10.6 your death or mental disability: or
 - 10.7 if in our determination you fail to comply with or settle your obligations and liabilities owing to us.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. Should there be any discrepancy between the English and the Chinese versions of these Terms and Conditions, the English version shall apply and prevail.

The Bank of East Asia, Limited 東亞銀行有限公司刊發

條款及細則

- 1. 東亞銀行有限公司(「本行」)保留審批申請之最終決定權。
- 2. 中小企融資擔保計劃下的八成/九成信貸擔保產品由香港按證保險有限公司(「按證保險公司」)管理並受相關條款及條件約束。有關最新計劃 內容,請參閱按證保險公司的最新公告。
- 3. 本行有權酌情分配中小企融資擔保計劃下的「八成/九成信貸擔保產品」(「貸款」)之每月還款額。本行將於貸款發給你一個月後,從你之往來/儲蓄賬戶(「指定賬戶」)中扣除每月應償還之款項。
- 4. 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:
 - 4.1 你未能依期繳交任何一期還款;或 4.2 你違反任何條款及細則。
- 5. 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。
- 6. 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。
- 7. 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。
- 8. 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。
- 9. 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。
- 10. 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:
 - 10.1 違反任何條款及細則;
 - 10.2 任何人士對你進行任何查封、扣押或類似程序;
 - 10.3 你現時或在可見之未來不能償還任何所欠之債務;
 - 10.4 如你被呈請清盤;
 - 10.5 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;
 - 10.6 你之死亡或精神上無行為能力;或
 - 10.7 本行認為你違反或不能償還你所欠本行之責任及債務。
- 11. 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。
- 12. 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。
- 13. 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。
- 14. 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。
- 15. 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。
- 16. 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 Bank of East Asia, Limited 東亞銀行有限公司刊發



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:-
 - 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.

The 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:

- 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 organizations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (7)(ii) 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 this 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 PROGAMMING 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 Date 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.

The Bank of East Asia, Limited 東亞銀行有限公司刊發 GF 341 (09/2022)

♦ BEA東亞銀行

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;
 - (xiy) 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)(ii)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) 查問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(以較早出現的情况為準)。
- (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,以英文本準。)

The Bank of East Asia, Limited 東亞銀行有限公司刊發 GF 341 (09/2022)