

**APPLICATION FORM FOR SPECIAL 100% LOAN GUARANTEE (100%SFGS)****「百分百擔保特惠貸款」(100%SFGS) 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 the Change of Loan Term of Special 100% Loan Guarantee (the "Loan") under the SME Financing Guarantee Scheme ("SFGS" or the "Scheme") 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」)申請更改由香港按證保險有限公司所經營之「中小企融資擔保計劃」(「擔保計劃」)下的百分百擔保特惠貸款的貸款條款。

<input type="checkbox"/>	<b>Application for the Change of Loan Terms</b> <small>Note 1</small> <b>申請更改貸款條款</b> <small>註 1</small>  [Including 2024-Principal Moratorium("2024-PM"), Partial Principal Repayment ("PPR"), Change of Guarantor, Change of Repayment Period, Early Repayment] [包括申請 2024-還息不還本 ("2024- PM"), 申請部分本金還款 ("PPR"), 更改擔保人, 更改還款期, 提早還款]	<b>Remarks</b>  • Please fill in Part A, B, E & G 請填寫 A, B, E 及 G 部份  • If there is change of personal guarantee, please also fill in Part C, Part D and Part F 如更改涉及更改擔保人, 請一併填寫 C、D 及 F 部份
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Note 1: BEA shall request the Borrower to provide supporting documents where appropriate

註 1: 東亞銀行有權要求企業提交所需證明文件

<b>For Bank Use Only (銀行專用)</b>	
Document received by _____	
Department Name: _____	Staff Name: _____ Document received date (DDMMYY): _____
Original documents send to <input type="checkbox"/> EPBD OIC <input type="checkbox"/> CMBD OIC <input type="checkbox"/> LOD <input type="checkbox"/> Other Department 其他部門 _____	

**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

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) \_\_\_\_\_

Contact Information 聯絡資料

Contact Person 聯絡人: \_\_\_\_\_

Office 公司電話: \_\_\_\_\_

Mobile 手提電話: \_\_\_\_\_

Fax 傳真編號: \_\_\_\_\_

Business Email Address 公司電郵:

\_\_\_\_\_

Business Address 營業地址 (*PO Box is not acceptable 恕不接受郵政地址*):

\_\_\_\_\_

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:

\_\_\_\_\_

## B. APPLICATION FOR CHANGE OF LOAN TERMS

### 申請更改貸款條款

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

#### 1) ☐ Application for Partial Principal Repayment ("PPR") 申請部分本金還款

BEA Loan Number/ 東亞銀行貸款號碼: \_\_\_\_\_

BEA Loan Number/ 東亞銀行貸款號碼: \_\_\_\_\_

BEA Loan Number/ 東亞銀行貸款號碼: \_\_\_\_\_

#### Eligibility Criteria for PPR

- The relevant 100% SFGS Facility application has to be (a) received by the Bank on or before 30 September 2023 and submitted to HKMCI by 31 October 2023 or (b) received by HKMCI on or after 18 November 2024.
- Customer can apply the PPR options during the term of the Facility, or apply at least 2 months before expiry of the current Principal Moratorium ("PM") / PPR period (if customer would like to have a smooth transit from PM to PPR)
- Facility shall not have outstanding default for more than 60 days as at the date of receipt the Borrower's request for PPR by the Bank.
- 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 the PPR Period
- Any outstanding interest payments, overdue penalty interests and late charges shall be fully settled before effective of PPR or extension of repayment term

#### PPR 的申請資格:

- a) 本行須於 2023 年 9 月 30 日或之前收到相關 100% SFGS 貸款申請，並於 2023 年 10 月 31 日前提交香港按揭保險有限公司，或 (b) 本行於 2024 年 11 月 18 日之後收到之申請，才合資格申請部分本金還款 (PPR) 選項
- 客戶需在貸款期限內申請，或當前還息不還本 ("PM") / PPR 期屆滿至少 2 個月申請 (如客戶打算從 PM 期屆滿後順利過渡到 PPR 的選項)
- 在本行收到客戶的 PPR 申請時該貸款不得超過 60 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 PM/ 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 PPR 生效或延長還款期限之前全額結清

	Partial Principal Repayment "PPR" Options <sup>Note2</sup> 部分本金還款 "PPR" 選項 <sup>註2</sup>	Apply for Loan Tenor Extension according to PPR <sup>Note3</sup> 申請相應延長貸款年期 <sup>註3</sup>
<input type="checkbox"/>	(A) 10% of the original principal repayment amount for 12 months 每月償還原定本金還款金額的 10%，期限為 12 個月	<input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否
<input type="checkbox"/>	(B) 20% of the original principal repayment amount for 18 months 每月償還原定本金還款金額的 20%，期限為 18 個月	<input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否
<input type="checkbox"/>	(C) 50% of the original principal repayment amount for 30 months 每月償還原定本金還款金額的 50%，期限為 30 個月	<input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否

Note 2: If the (A) to (C) options cannot be applied after assessment, other PPR arrangement maybe offered (by adjusting the PPR% and PPR period, and PPR % shall be a multiple of 10%), as approved by the Bank taking into account the customer's individual circumstances. Maximum aggregate PPR periods for the facility should be capped at 48 months.

註 2: 如經審批後無法適用 (A) - (C) 的選項，本行可考慮客戶的個別情況，並經本行最終批核後，可以提供其他 PPR 安排 (透過調整 PPR% 和期限，而 PPR % 最低原定本金還款金額 應為 10% 的倍數)，PPR 的總期限不得超過 48 個月。

Note 3: Borrower may apply for Loan Tenor Extension according to PPR:

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;

If the answer is "No", the facility tenor **WILL NOT** be extended.

註 3: 借款人可根據 PPR 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 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:

Customer choose option (B) – PPR of 20% of the original principal repayment amount for a PPR period up to 18 months, and apply for loan tenor extension according to PPR.

例子: 客戶選擇 (B) - 每月償還原定本金還款金額的 20%，部分本金還款期最長為 18 個月，同時客戶申請相應延長貸款年期，其貸款期限將會相應延長 15 個月。

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

**B. 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。

2) ☐ 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]

BEA Loan Number/ 東亞銀行貸款號碼: \_\_\_\_\_

BEA Loan Number/ 東亞銀行貸款號碼: \_\_\_\_\_

BEA Loan Number/ 東亞銀行貸款號碼: \_\_\_\_\_

**Eligibility Criteria for 2024-PM**

- 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

	2024-PM Arrangement 2024-PM 安排	Apply for Loan Tenor Extension according to 2024-PM <sup>Note 4</sup> 申請 2024-PM 相應延長貸 款年期 <sup>註 4</sup>	2024-PM take effect after existing PPR(if any)? <sup>Note 5</sup> 2024-PM 於現有 PPR 後生效 (如有) <sup>註 5</sup>	Apply PPR options after 2024- PM expiry <sup>Note 6</sup> 同時申請 PPR 並於"2024-PM " 到期後生效 <sup>註 6</sup>
(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	<input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否	<input type="checkbox"/> 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]  <input type="checkbox"/> No 否	<input type="checkbox"/> Yes 是  [Please also select PPR options at Part B1 請於 Part B1 選擇其 PPR 選項]  <input type="checkbox"/> No 否
(B)	12 months /12 個月	<input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否	<input type="checkbox"/> 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]  <input type="checkbox"/> No 否	<input type="checkbox"/> Yes 是  [Please also select PPR options at Part B1 請於 Part B1 選擇其 PPR 選項]  <input type="checkbox"/> No 否

Note 4: 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 should generally be extended correspondingly to 12 months; If the answer is "No", the facility tenor WILL NOT be extended.

註 4：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 5 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 5b.

Note 5 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 5 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 5 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 6: 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 6：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 PPR% 至最大 PPR%。

**B. APPLICATION FOR CHANGE OF LOAN TERMS <sup>Note 7</sup> (CONTINUED)****申請更改貸款條款<sup>註7</sup>(續)**Please tick 「√」 the below ☐ where applicable. 請在所需申請更改方格內填上「√」號。3) ☐ Change of Guarantor <sup>Note 8</sup> 更改擔保人<sup>註8</sup>

	Existing Guarantor Detail 原擔保人資料	New Guarantor Detail 新擔保人資料
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		

Note 8: If there is change of personal guarantee, please also fill in Part C, Part D and Part F

註8: 如更改涉及更改擔保人, 請一併填寫 C、D 及 F 部份

4) ☐ Change of Repayment Period 更改還款期

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

5) ☐ Request for Partial Principal Prepayment <sup>Note 9</sup> 申請提早部分本金還款<sup>註9</sup>

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 部分還款金額	BEA Repayment Account Number 東亞銀行還款戶口號碼
____/____/____ (DD/MM/YYYY 日/月/年)		HK\$ 港幣	HK\$ 港幣	
____/____/____ (DD/MM/YYYY 日/月/年)		HK\$ 港幣	HK\$ 港幣	

Note 9: After Partial Principal Prepayment, the monthly instalment will be reduced but the loan tenor will remain unchanged.

註9: 還款後每期供款金額會減低, 但貸款期維持不變

6) ☐ Request for Full Prepayment 申請提早全數還款

Prepayment Date 提早還款日期	BEA Loan Number 東亞銀行貸款號碼:	Total Prepayment Amount 總還款金額	BEA Repayment Account Number 東亞銀行還款戶口號碼
____/____/____ (DD / MM / YYYY 日 / 月 / 年)		HK\$ 港幣	
____/____/____ (DD / MM / YYYY 日 / 月 / 年)		HK\$ 港幣	

Note 7: 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7: 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。

C. GUARANTORS DETAILS			
擔保人資料			
Guarantor(s) should be (a) the Sole Proprietor OR (b) all Partners OR (c) Major Shareholders who directly/indirectly hold in aggregate more than 50% of the issued share capital of the Applicant. 擔保人必須為申請公司之 (a) 獨資東主或 (b) 所有合夥人或 (c) 直接或間接持有借款人已發行總股本>50%的主要股東 *Please make a copy of this page if there is insufficient space. 如多於3位擔保人，可列印此頁作補充。			
	Guarantor 擔保人 (1):	Guarantor 擔保人 (2):	Guarantor 擔保人 (3):
Name: 姓名:	<input type="checkbox"/> Mr 先生 <input type="checkbox"/> Mrs 太太 <input type="checkbox"/> Miss 小姐 <input type="checkbox"/> Ms 女士	<input type="checkbox"/> Mr 先生 <input type="checkbox"/> Mrs 太太 <input type="checkbox"/> Miss 小姐 <input type="checkbox"/> Ms 女士	<input type="checkbox"/> Mr 先生 <input type="checkbox"/> Mrs 太太 <input type="checkbox"/> Miss 小姐 <input type="checkbox"/> Ms 女士
HKID No/ Passport No.: 香港身份證號碼/ 護照號碼:			
Nationality: 國籍:			
Date of birth: 出生日期:	_____ (DD/MM/YYYY 日/月/年)	_____ (DD/MM/YYYY 日/月/年)	_____ (DD/MM/YYYY 日/月/年)
Relationship with the Company: 與公司的關係:	<input type="checkbox"/> Director 董事 <input type="checkbox"/> Shareholder 股東 <input type="checkbox"/> Sole Proprietor 東主 <input type="checkbox"/> Partner 合夥人	<input type="checkbox"/> Director 董事 <input type="checkbox"/> Shareholder 股東 <input type="checkbox"/> Sole Proprietor 東主 <input type="checkbox"/> Partner 合夥人	<input type="checkbox"/> Director 董事 <input type="checkbox"/> Shareholder 股東 <input type="checkbox"/> Sole Proprietor 東主 <input type="checkbox"/> Partner 合夥人
Shareholding/Ownership: 持股量/權益:	_____ %	_____ %	_____ %
Telephone No.: 電話號碼:	Mobile 手提: _____ Home 住宅: _____	Mobile 手提: _____ Home 住宅: _____	Mobile 手提: _____ Home 住宅: _____
Education Level: 教育程度:	<input type="checkbox"/> Primary or below 小學或以下 <input type="checkbox"/> Secondary 中學 <input type="checkbox"/> Post Secondary 預科/專上學院 <input type="checkbox"/> University or above 大學或以上	<input type="checkbox"/> Primary or below 小學或以下 <input type="checkbox"/> Secondary 中學 <input type="checkbox"/> Post Secondary 預科/專上學院 <input type="checkbox"/> University or above 大學或以上	<input type="checkbox"/> Primary or below 小學或以下 <input type="checkbox"/> Secondary 中學 <input type="checkbox"/> Post Secondary 預科/專上學院 <input type="checkbox"/> University or above 大學或以上
Marital Status 婚姻狀況:	<input type="checkbox"/> Single 單身 <input type="checkbox"/> Married 已婚 <input type="checkbox"/> Others 其他 _____	<input type="checkbox"/> Single 單身 <input type="checkbox"/> Married 已婚 <input type="checkbox"/> Others 其他 _____	<input type="checkbox"/> Single 單身 <input type="checkbox"/> Married 已婚 <input type="checkbox"/> Others 其他 _____
Correspondence Address: 通訊地址:			
Residential Address : 住宅地址	<input type="checkbox"/> Same as above (同上)	<input type="checkbox"/> Same as above (同上)	<input type="checkbox"/> Same as above (同上)
Time at Current Residential Address: 居住現址年期:	_____ Years 年 _____ Months 月	_____ Years 年 _____ Months 月	_____ Years 年 _____ Months 月
Residential Status: 居住狀況 :	<input type="checkbox"/> Mortgaged 按揭 <input type="checkbox"/> Self-owned 自置 <input type="checkbox"/> Rented 租用 <input type="checkbox"/> Living with relatives 與親屬同住 <input type="checkbox"/> Others 其他 _____	<input type="checkbox"/> Mortgaged 按揭 <input type="checkbox"/> Self-owned 自置 <input type="checkbox"/> Rented 租用 <input type="checkbox"/> Living with relatives 與親屬同住 <input type="checkbox"/> Others 其他 _____	<input type="checkbox"/> Mortgaged 按揭 <input type="checkbox"/> Self-owned 自置 <input type="checkbox"/> Rented 租用 <input type="checkbox"/> Living with relatives 與親屬同住 <input type="checkbox"/> Others 其他 _____

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

**D. RELATIONSHIP WITH BEA****與東亞銀行有限公司的關係**

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 <sup>note 10</sup> of any employees, senior management, key staff <sup>note 11</sup>, directors, controllers, minority shareholder controllers, Board Committee members, Management Committee members, or special advisors to the Board of BEA, its subsidiaries, fellow subsidiaries, other entities over which the Bank is able to exert control, and any other entities whose duties or interests are in conflict with the interests of the Bank?

請問申請公司的董事/ 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、本行能對其行使控制的其他實體及其職責或利益與本行利益存在衝突的任何其他實體的任何僱員、高級管理人員、主要員工<sup>註 10</sup>、董事、控制人、少數股東控制人、董事委員會成員、管理委員會成員或董事會特別顧問的親屬<sup>註 11</sup>？

☐ 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 employees, senior management, key staff, directors, controllers, minority shareholder controllers, Board Committee members, Management Committee members, or special advisors to the Board of BEA, its subsidiaries, fellow subsidiaries, other entities over which the Bank is able to exert control, and any other entities whose duties or interests conflict with the interests of the Bank. 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、本行能對其行使控制的其他實體及其職責或利益與本行利益存在衝突的任何其他實體的任何僱員、高級管理人員、主要員工、董事、控制人、少數股東控制人、董事委員會成員、管理委員會成員或董事會特別顧問的親屬。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(s), senior management, key staff, director(s), controller(s), minority shareholder controller(s), Board Committee member(s), Management Committee member(s), or special advisor(s) to the Board of BEA, its subsidiaries, fellow subsidiaries, other entities over which the Bank is able to exert control, and any other entities whose duties or interests are in conflict with the interests of the Bank.

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、本行能對其行使控制的其他實體及其職責或利益與本行利益存在衝突的任何其他實體的任何僱員、高級管理人員、主要員工、董事、控制人、少數股東控制人、董事委員會成員、管理委員會成員或董事會特別顧問的親屬：

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（風險承擔限度）規則》及金管局《監管政策手冊》。

Note 10: "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 10: 「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 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 11: "Key staff" refers to staff at General Manager or above and senior advisor

註 11: 「主要員工」係指總經理以上人員及高級顧問



## 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 employees, senior management, key staff, directors, controllers, minority shareholder controllers, Board Committee members, Management Committee members, or special advisors to the Board of BEA, its subsidiaries, fellow subsidiaries, other entities over which the Bank is able to exert control, and any other entities whose duties or interests are in conflict with the interests of the Bank unless otherwise indicated. I/We undertake to notify BEA promptly in writing should any of the Related Parties becomes so related subsequent to the date of this declaration.  
除另有註明外，本人(等)確認申請公司的董事/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、本行能對其行使控制的其他實體及其職責或利益與本行利益存在衝突的任何其他實體的任何僱員、高級管理人員、主要員工、董事、控制人、少數股東控制人、董事委員會成員、管理委員會成員或董事會特別顧問的親屬。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。
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. 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。如你期望本行立即更新你就直接促銷安排之選擇，請聯絡本行分行職員作個別安排。

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

請注意你以上的選擇適用於就本行的「個人資料（私隱）條例—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。

**G. 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 application and agree to be bound by the same.  
本人/我們確認已經細閱及明白申請表內所載述的所有聲明、關於個人資料（私隱）條例 - 個人資料收集（客戶）聲明及有關條例及細則（如適用）並同意受其約束。

X

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

Name of the Applicant:  
客戶名稱

Date:  
日期:

X

Signature of Guarantor (1)  
擔保人 (1) 簽署

Name of Guarantor (1):  
擔保人 (1) 姓名

Date:  
日期:

X

Signature of Guarantor (1)  
擔保人 (2) 簽署

Name of Guarantor (1):  
擔保人 (2) 姓名

Date:  
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:

**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 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 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人公司的信貸報告。如欲索取本行所聘用之信貸資料服務機構的聯絡資料，請致電 36081220 與本行聯絡。請知悉個人客戶的以下權利:

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

## Special 100% Loan Guarantee under the SME Financing Guarantee Scheme (100% SFGS)

### Terms and Conditions

1. The Bank of East Asia, Limited ("We" or "us") reserves the final decision to approve or decline an application.
2. The Special 100% Loan Guarantee is operated by HKMCI 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 Special 100% Loan Guarantee (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 bankruptcy / 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.



## 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. 「百分百擔保特惠貸款」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-「百分百擔保特惠貸款」（「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 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.

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:

- (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 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)(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 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 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: <a href="http://www.hkbea.com">www.hkbea.com</a> |
| 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： <a href="http://www.hkbea.com">www.hkbea.com</a>
  - (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。）