

獲提名持卡人確認獲提名持卡人名下由任何金融機構發出之信用卡從沒有因為欠賬而被取消。就獲提名持卡人的任何債務而言(包括但不限於信用卡、物業按揭、私人貸款及其他財務安排)，獲提名持卡人確認並沒有拖欠還款超過30天。獲提名持卡人再確認獲提名持卡人從沒有被頒佈破產令，亦沒有向法院申請破產或意圖申請破產。

- The Nominated Cardholder declares and confirms that the Nominated Cardholder is not referred by a third party in relation to this application. The Nominated Cardholder understands that BEA will not accept and proceed this application if it is referred by third party. 獲提名持卡人聲明並確認本申請並不是由第三者轉介。如本申請是經第三者轉介，獲提名持卡人明白東亞銀行將不會接受及處理本申請。
- The Nominated Cardholder understands 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, he/she shall be liable to have his/her account data retained by the credit reference agency for a period of up to 5 years after repayment in full. 獲提名持卡人明白如有拖欠還款的情況出現，除非獲提名持卡人能於欠款日起計60天內全數清償所有欠款，否則信貸資料機構將由獲提名持卡人全數清償欠款之日起計的5年內保留有關獲提名持卡人賬戶的資料。
- The Nominated Cardholder understands that in the event this application is approved, he/she shall have the right to instruct BEA to request the relevant credit reference agency to delete all his/her account data in relation to the account upon termination thereof by full repayment, provided that there is no default in payment for a period in excess of 60 days on the account within 5 years immediately before account termination. 獲提名持卡人明白如此申請被成功批核後，倘若獲提名持卡人的賬戶在結束之前的5年內從未出現欠款期超過60天的欠款記錄，獲提名持卡人有权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獲提名持卡人賬戶的資料。
- The Nominated Cardholder agrees to sign all such documents and to act as BEA may reasonably require for the approval of this application. 東亞銀行在批核本申請時合理要求下，獲提名持卡人同意簽署所有文件及作出行動。
- The Nominated Cardholder understands that the BEA's sales staff (including direct sales staff and authorised agents) are remunerated not only based on their financial performance, but also according to a range of other factors, including their adherence to best practices and their dedication to serving customers' interests. 獲提名持卡人明白東亞銀行聘用的銷售人員(包括直接銷售人員及獲授權代理)的薪酬之釐定，並不單純基於其財務表現，而是根據多項其他因素，當中包括銷售人員是否遵守相關的最佳經營手法，及是否盡心照顧客戶的利益而行事。
- In the event of any discrepancy between the English version and the Chinese version, the English version shall prevail. 中英文版本如有歧異，以英文版本為準。

Signature of the Authorised Officer with Company Chop
公司之授權人簽署及公司印章

X

S.V.

This signature must be the same as the one on the Company Application Form
此簽署必須與公司申請表格上相符

Name 姓名: _____

Title 職銜: _____

Date 日期: _____

**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

(Applicable to Nominated Cardholder only)
(只適用於獲提名持卡人)

The Bank may use your personal data for direct marketing. Please check ("√") the relevant box(es) if you 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: email text messages (SMS/MMS) direct mail statement inserts phone calls. 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.

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“√”：
 電郵 流動訊息(短訊/多媒體訊息) 推廣郵件 隨結單郵寄之宣傳單張 電話。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 persons 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.

如你不同意本行提供你的個人資料予其他人士作上述用途，請於此方格填上“√”。

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。

Signature of Nominated Cardholder
獲提名持卡人簽署

X

S.V.

Name 姓名: _____

Mailing Address:

Retail Lending Operations Department,
40/F, BEA Tower, Millennium City 5,
418 Kwun Tong Road, Kowloon

郵寄地址：

香港九龍觀塘道418號創紀之城五期
東亞銀行中心40樓
零售信貸營運部

Self-Certification Form – Entity Account Holder¹

(For FATCA)

Important Notes:

- The Foreign Account Tax Compliance Act (“FATCA”) is a United States (“U.S.”) legislation that primarily aims to prevent tax evasion by U.S. taxpayers by using non-U.S. financial institutions and offshore investment instruments. The Intergovernmental Agreement between Hong Kong and the U.S. that facilitates the compliance of FATCA requires financial institutions in Hong Kong to obtain a self-certification from an entity account holder that allows financial institutions to determine whether an account holder is a U.S. person or Non-U.S. entity that is passive non-financial foreign entity with one or more controlling U.S. persons.
- U.S. person includes a partnership, corporation, company, or association created or organised in the U.S. or under the laws of the U.S.; a U.S. estate; or a U.S. trust, if (i) a court within the U.S. is able to exercise primary supervision over the administration of the trust, and (ii) one or more U.S. persons have the authority to control all substantial decisions of the trust (as defined in U.S. Regulations section 301.7701-7).
- This self-certification form will remain valid unless there is a change in circumstances² relating to information, such as the account holder’s U.S. person status or other mandatory field information that makes this self-certification form incorrect or incomplete. In that case, you must notify The Bank of East Asia, Limited 東亞銀行有限公司 (the “Bank”) and provide a new self-certification form and/or documentary evidence (including a new Form W-8BEN-E/ Form W-8IMY/ Form W-9 of the U.S. Internal Revenue Service (“IRS”), if required by the Bank) within 30 days of such change in circumstances.
- **Please fill in this self-certification form if you are an entity account holder. For joint or multiple account holders, each entity account holder is required to complete a separate self-certification form. For entity account holder that is passive non-financial foreign entity under the FATCA, each controlling U.S. person (if any) is required to fill in and provide a Form W-9 of the IRS and consent to the Bank to disclose/use the relevant information of such controlling U.S. person. If the entity account holder is a U.S. person under the FATCA, it will also need to fill in and provide a Form W-9 of the IRS and consent to the Bank to disclose/use the relevant customer and account information.**
- Kindly note that the Bank is unable to offer any tax advice to customers. For tax-related questions, you should seek advice from professional tax advisors or refer to the website of the IRS for FATCA (<https://www.irs.gov/businesses/corporations/foreign-account-tax-compliance-act-fatca>).

Completion Instructions:

1. Please complete this form in English using BLOCK letters.
2. Please complete all parts of this form (unless not applicable or otherwise specified) and mark a “✓” in the appropriate checkbox(es).
3. If the space provided is insufficient, please continue on additional sheet(s).

¹ The term “account holder” means the person listed or identified as the holder of a financial account by the Bank that maintains the account. This is regardless of whether such person is a flow-through entity. Thus, for example, if a trust or an estate is listed as the holder or owner of a financial account, the trust or estate is the account holder, rather than the trustee or the trust’s owners or beneficiaries. Similarly, if a partnership is listed as the holder or owner of a financial account, the partnership is the account holder, rather than the partners in the partnership. A person, other than a financial institution, holding a financial account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, intermediary or legal guardian, is not treated as the account holder for the purposes of the FATCA, and such other person is treated as the account holder. With respect to a jointly held account, each joint holder is treated as an account holder.

² The phrase “change in circumstances” means a situation when the FATCA status of the person has been changed. A change in circumstances includes any change that results in the addition or removal of information relevant to a person’s claim of U.S. person status or otherwise conflicts with that person’s claim of U.S. person status, which results in the Bank knowing or having reason to know that the original documentary evidence or other documentation previously obtained is incorrect or unreliable.

FATCA Self-Certification Form – Entity Account Holder

Part 1 Identification of Entity Account Holder

(1)	Legal Name of Entity or Branch:	
(2)	Jurisdiction of Incorporation or Organisation:	
(3)	Business Registration Document Type and Number:	<input type="checkbox"/> Certificate of Incorporation No. _____ <input type="checkbox"/> Business Registration Certificate No. _____ <input type="checkbox"/> Other (Please specify the type and number) _____
(4)	Current Business Address:	<p><i>For Hong Kong address</i></p> <p>_____</p> <p>Flat/Room Floor Block Building/Estate</p> <p>_____</p> <p>Phase No./Name Street No., Name and Other Information</p> <p>_____ District <input type="checkbox"/> HK <input type="checkbox"/> KLN <input type="checkbox"/> NT <input type="checkbox"/> Outlying Island</p> <hr/> <p><i>For address in mainland China/overseas</i></p> <p>_____</p> <p>Others</p> <p>_____</p> <p>City Province Postal Code Country</p>
(5)	Mailing Address:	<input type="checkbox"/> Same as the above Current Business Address <input type="checkbox"/> Different from the above Current Business Address (Please complete your Mailing Address below if different) <p><i>For Hong Kong address</i></p> <p>_____</p> <p>Flat/Room Floor Block Building/Estate</p> <p>_____</p> <p>Phase No./Name Street No., Name and Other Information</p> <p>_____ District <input type="checkbox"/> HK <input type="checkbox"/> KLN <input type="checkbox"/> NT <input type="checkbox"/> Outlying Island</p> <hr/> <p><i>For address in mainland China/overseas</i></p> <p>_____</p> <p>Others</p> <p>_____</p> <p>City Province Postal Code Country</p>

Part 2 Classification and Declaration of FATCA Status

[Please refer to the FATCA Glossary when completing the following question(s) where necessary.]

(6)	Q1. Is the jurisdiction of incorporation or organisation of the Entity in the U.S.?		
	<input type="checkbox"/>	Yes [Please provide a duly completed and signed Form W-9 of the IRS and a signed "Consent to Disclose/Use Our Customer and Account Information", skip the remaining questions of Part 2 and proceed to Part 4.]	
	<input type="checkbox"/>	No [Please proceed to Q2.]	
	Q2. Is the Entity a U.S. person?		
	<input type="checkbox"/>	Yes [Please provide a duly completed and signed Form W-9 of the IRS and a signed "Consent to Disclose/Use Our Customer and Account Information", skip the remaining questions of Part 2 and proceed to Part 4.]	
	<input type="checkbox"/>	No [Please proceed to Q3.]	
	Q3. Does the Entity have any U.S. address, e.g. business, operation, correspondence or mailing address in the U.S.?		
	<input type="checkbox"/>	Yes [Please provide a duly completed and signed Form W-8BEN-E of the IRS and proceed to Q4.]	
	<input type="checkbox"/>	No [Please proceed to Q4.]	
	Q4. Is the Entity a Financial Institution?		
	<input type="checkbox"/>	Yes [Please proceed to Q5.]	
	<input type="checkbox"/>	No [Please select one of the appropriate entity types below.]	
	Type of Non-Financial Foreign Entity ("NFFE")		
	Active NFFE [Please skip the remaining questions of Part 2 and proceed to Part 4.]	<input type="checkbox"/>	Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation
		<input type="checkbox"/>	An NFFE that less than 50 percent of the Entity's gross income is passive income and that less than 50 percent of the assets held by the Entity are assets that produce or are held for producing passive income.
		<input type="checkbox"/>	Excepted Non-financial Start-up Company (i.e. the Entity is organised within 24 months that is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution.)
		<input type="checkbox"/>	Non-profit Organisation
		<input type="checkbox"/>	Excepted Non-financial Entity in Liquidation or Bankruptcy (i.e. the Entity is in the process of liquidating its assets or is reorganising with the intent to continue or recommence operations in a business other than that of a Financial Institution and is not a Financial Institution in the past five years.)
		<input type="checkbox"/>	Excepted Territory NFFE (i.e. the Entity is organised in a U.S. Territory and all of the owners are bona fide residents of that U.S. Territory.)
		<input type="checkbox"/>	Excepted Non-financial Group Entity
Passive NFFE [Please skip the remaining questions of Part 2 and proceed to Part 3.]	<input type="checkbox"/>	Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue	
	<input type="checkbox"/>	NFFE that is not an Active NFFE.	
Q5. Is the Entity a Non-Participating Foreign Financial Institution?			
<input type="checkbox"/>	Yes [Please skip Q6 of Part 2 and proceed to Part 4.]		
<input type="checkbox"/>	No [Please proceed to Q6.]		
Q6. Are ALL payments received for the benefit of the Entity?			
<input type="checkbox"/>	Yes [Please provide a duly completed and signed Form W-8BEN-E of the IRS and proceed to Part 4.]		
<input type="checkbox"/>	No [Please provide a duly completed and signed Form W-8IMY and/or Form W-8BEN-E (if the Entity acts on its own behalf) of the IRS and proceed to Part 4.]		

Part 3 Controlling Persons (Please complete this part if the entity account holder is a passive NFFE)

- (7) I/We certify that the entity account holder has no Controlling U.S. Persons.
 I/We certify that the entity account holder has Controlling U.S. Person(s).

The table below indicates ALL Controlling U.S. Person(s) of the entity account holder.

[If no natural person exercises control over an entity which is a legal person, the controlling person will be the individual holding the position of senior managing official.

Please provide a duly completed and signed Form W-9 of the IRS and "Consent/Confirmation of Agreement to Disclose/Use My Personal Data" for each Controlling U.S. Person.]

	Controlling U.S. Person(s)		
	Name	Address	U.S. Taxpayer Identification Number
(1)			
(2)			
(3)			
(4)			

Part 4 Declarations and Signature

I/We certify that I am/we are authorised to sign for the account holder of all the account(s) to which this form relates.

I/We undertake to advise the Bank of any change in circumstances which affects the U.S. person status of the entity identified in Part 1 of this form or causes the information contained herein (and/ or in the Form W-8BEN-E/Form W-8IMY/Form W-9 of the IRS provided to the Bank) to become incorrect, and to provide the Bank with a suitably updated self-certification form (including a new Form W-8BEN-E/Form W-8IMY/Form W-9 of the IRS, if required by the Bank) within 30 days of such change in circumstances.

I/We declare that the information given and statements made in this form are, to the best of my/our knowledge and belief, true, correct and complete. I/We agree to fully indemnify and hold the Bank harmless from any loss, claim, action, proceeding, damage, suit, cost, expense and liability suffered or incurred by the Bank (including but not limited to those incurred relating to the investigation of, preparation for or defense of, any pending or threatened litigation or claim) in connection with or arising from the reliance on, or the disclosure of, any such information by the Bank.

(Applicable if the account holder is NOT a U.S. person) I/We further certify under penalties of perjury that:

- the entity identified on Part 1 of this form (the "Entity") is the beneficial owner of all the income to which this form relates, is using this form to certify its status for FATCA purposes, or is a merchant submitting this form for purposes of the U.S. Internal Revenue Code section 6050W;
- the Entity is not a U.S. person;
- the income to which this form relates is: (a) not effectively connected with the conduct of a trade or business in the U.S., or (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income; and
- or broker transactions or barter exchanges, the Entity being the beneficial owner is an Exempt Foreign Person.

Furthermore, I/we authorise this form to be provided to any withholding agent that has control, receipt, or custody of the income of which the Entity is the beneficial owner or any withholding agent that can disburse or make payments of the income of which the Entity is the beneficial owner.

(8)	Signature:	
	Name of Signer (in English):	
	_____	_____
	Surname	Given Name
(9)	Capacity: (e.g. director or officer of a company, partner of a partnership, trustee of a trust etc.)	
(10)	Date:	_____/_____/_____ DD MM YYYY

Note: In case of any discrepancy between the English and Chinese version of this form, the English version shall prevail.

Bank use only:

DRP	Prepared by: <u>(Name)</u> Reviewed by: <u>(Name)</u>	<u>(Signature)</u> <u>(Signature)</u>
FRC/ Account Opening Unit	Prepared by: <u>(Name)</u> Reviewed by: <u>(Name)</u>	<u>(Signature)</u> <u>(Signature)</u>

自我證明表格 — 實體賬戶持有人¹

(以作「外國賬戶稅務合規法案」用途)

重要提示：

- 「外國賬戶稅務合規法案」(“FATCA”)是一項美國法案，其主要目的為防止美國納稅人利用非美國金融機構及海外投資工具逃避其應繳的美國稅款。香港與美國訂立的跨政府協議可促使香港金融機構遵守「外國賬戶稅務合規法案」。而就該協議規定，香港金融機構須向實體賬戶持有人獲取自我證明，以確定賬戶持有人是否為美國人士或擁有一個或多個美國控權人的被動非金融外國實體。
- 美國人士包括在美國境內或根據美國法例創建或組織的合夥企業、法團、公司或聯營組織；美國遺產；或美國信託，前提是(i)美國法庭能夠對該信託的管理經營實施主要監管，及(ii)一名或多名美國人士有權控制該信託的所有重大決策(定義見美國規例第301.7701-7條)。
- 除非情況有所改變²，例如賬戶持有人的美國人士身分或其他必須申報資料有所更改引致已提交的自我證明表格上的資料不正確或不完整，否則該已提交的自我證明表格仍具十足效力。如情況有所改變，你務必通知東亞銀行有限公司(「本行」/「貴行」)，並需要在發生改變後三十天內向本行提供一份新的自我證明表格及/或相關證明文件(如有需要，包括新的美國國稅局表格W-8BEN-E/表格W-8IMY/表格W-9)。
- 本自我證明表格適用於實體賬戶持有人。對於聯名賬戶或多人聯名賬戶，每名實體賬戶持有人須分別填寫一份自我證明表格。對於在「外國賬戶稅務合規法案」下被視為被動非金融外國實體的實體賬戶持有人，其每名美國控權人(如有)須分別提供已填妥的美國國稅局表格W-9及本行就有關的客戶及賬戶資料作出披露/使用的同意書。如實體賬戶持有人為「外國賬戶稅務合規法案」下的美國人士，請提供已填妥的美國國稅局表格W-9及本行就有關的客戶及賬戶資料作出披露/使用的同意書。
- 本行不能向客戶提供任何稅務建議，敬請知悉。如有任何稅務疑問，客戶應諮詢專業稅務顧問的意見或參閱美國國稅局有關「外國賬戶稅務合規法案」的網站(<https://www.irs.gov/businesses/corporations/foreign-account-tax-compliance-act-fatca>)。

填寫指示：

1. 請使用中文正楷填寫本表格。
2. 請填寫本表格所有部分(除不適用或特別註明外)，並於適當的方格內加上「✓」號。
3. 如本表格的空位不夠應用，可另紙填寫。

¹ 「賬戶持有人」指被維持該財務賬戶的本行列明為或識辨為賬戶的持有人的人士，不論該人士是否為過渡實體。所以，如果一個信託或遺產被列明為某財務賬戶的持有人或擁有人，則賬戶持有人是該信託或遺產，而非受託人、信託的擁有人或受益人。同樣地，如果一個合夥被列明為某財務賬戶的持有人或擁有人，則賬戶持有人是該合夥，而非合夥的合夥人。在「外國賬戶稅務合規法案」下，除財務機構外，若有關人士是以代理人、託管人、代名人、簽署人、投資顧問、中介人或合法監護人身分為他人利益或代表他人持有財務賬戶，他不會被視為賬戶持有人，而賬戶持有人應為該其他人士。聯名賬戶內的每個持有人都被視為賬戶持有人。

² 「情況有所改變」指有關人士於「外國賬戶稅務合規法案」下的身分產生變化，當中包括任何變動引致有關人士所申報之美國人士身分的相關資料有所增加或刪除，或與有關人士所申報之美國人士身分相抵觸，導致本行知悉或有理由知悉，先前獲取的自我證明表格或文件證據屬不正確或不可靠。

FATCA自我證明表格 — 實體賬戶持有人

第1部 實體賬戶持有人的身分識辨資料

(1)	實體或分支機構的法定名稱：	
(2)	實體成立為法團或設立所在的稅務管轄區：	
(3)	商業登記文件類型及號碼：	<input type="checkbox"/> 法團註冊證書號碼 _____ <input type="checkbox"/> 商業登記證號碼 _____ <input type="checkbox"/> 其他(請註明類型及號碼) _____
(4)	現時營業地址：	<p>如屬香港地址</p> <p>_____</p> <p>室 _____ 樓 _____ 座 _____ 大廈/屋苑 _____</p> <p>_____</p> <p>期數/名稱 _____ 街名、號碼及其他資料 _____</p> <p>_____ <input type="checkbox"/> 香港 <input type="checkbox"/> 九龍 <input type="checkbox"/> 新界 <input type="checkbox"/> 離島</p> <p>地區 _____</p> <hr/> <p>如屬中國內地/海外地址</p> <p>_____</p> <p>其他 _____</p> <p>_____</p> <p>城市 _____ 省府 _____ 郵政編號 _____ 國家 _____</p>
(5)	通訊地址：	<input type="checkbox"/> 與上述現時營業地址相同 <input type="checkbox"/> 與上述現時營業地址不同(倘若通訊地址與上述現時營業地址不同，請在下列填寫通訊地址) <p>如屬香港地址</p> <p>_____</p> <p>室 _____ 樓 _____ 座 _____ 大廈/屋苑 _____</p> <p>_____</p> <p>期數/名稱 _____ 街名、號碼及其他資料 _____</p> <p>_____ <input type="checkbox"/> 香港 <input type="checkbox"/> 九龍 <input type="checkbox"/> 新界 <input type="checkbox"/> 離島</p> <p>地區 _____</p> <hr/> <p>如屬中國內地/海外地址</p> <p>_____</p> <p>其他 _____</p> <p>_____</p> <p>城市 _____ 省府 _____ 郵政編號 _____ 國家 _____</p>

第2部 身分類別及聲明

(請參閱《外國賬戶稅務合規法案》詞彙表，並回答以下問題(如有需要)。)

(6)		問題1：實體的成立或組建地點是否在美國境內？	
<input type="checkbox"/>	是(請提供適當填妥並簽署的美國國稅局表格W-9及已簽署的「披露/使用我們的客戶及賬戶資料之同意書」，略過第2部餘下的問題並前往第4部。)		
<input type="checkbox"/>	否(請前往問題2。)		
問題2：實體是否美國人士？			
<input type="checkbox"/>	是(請提供適當填妥並簽署的美國國稅局表格W-9及已簽署的「披露/使用我們的客戶及賬戶資料之同意書」，略過第2部餘下的問題並前往第4部。)		
<input type="checkbox"/>	否(請前往問題3。)		
問題3：實體是否擁有任何美國地址，例如：美國境內的業務、經營、通訊或郵寄地址？			
<input type="checkbox"/>	是(請提供適當填妥並簽署的美國國稅局表格W-8BEN-E，並前往問題4。)		
<input type="checkbox"/>	否(請前往問題4。)		
問題4：實體是否為金融機構？			
<input type="checkbox"/>	是(請前往問題5。)		
<input type="checkbox"/>	否(請在下面選擇其中一個適當的實體類別。)		
非金融外國實體類別			
主動非金融外國實體 (請略過第2部餘下的問題並前往第4部。)	<input type="checkbox"/>	上市非金融外國實體或上市公司的非金融外國實體聯屬企業	
	<input type="checkbox"/>	總收入中有不足50%為被動收入，且所持資產內有不足50%為產生被動收入或持作產生被動收入的資產的非金融外國實體	
	<input type="checkbox"/>	受豁免的非金融創始公司(即實體於24個月內組建，尚未經營任何業務，且沒有過往經營記錄，但現正在注資，旨在經營金融機構業務以外的業務)	
	<input type="checkbox"/>	非牟利組織	
	<input type="checkbox"/>	受豁免的在清算或破產中的非金融實體(即實體正在清算其資產的過程中，或正以繼續或重新開始經營金融機構業務以外的業務為目的進行重組，且於過去五年間並非金融機構)	
	<input type="checkbox"/>	受豁免的在美國屬地成立的非金融外國實體(即實體在美國屬地內組建，且其所有擁有人均為相關美國屬地的真正居民)	
	<input type="checkbox"/>	受豁免的非金融集團實體	
	<input type="checkbox"/>	外國政府、美國屬地政府、或外國中央銀行	
被動非金融外國實體 (請略過第2部餘下的問題並前往第3部。)	<input type="checkbox"/>	不屬於主動非金融外國實體的非金融外國實體	
問題5：實體是否為非參與的外國金融機構？			
<input type="checkbox"/>	是(請略過第2部的問題6並前往第3部。)		
<input type="checkbox"/>	否(請前往問題6。)		
問題6：是否 所有 付款均以實體的利益為目的接收？			
<input type="checkbox"/>	是(請提供適當填妥並簽署的美國國稅局表格W-8BEN-E，並前往第4部。)		
<input type="checkbox"/>	否(請提供適當填妥並簽署的美國國稅局表格W-8IMY及/或表格W-8BEN-E(如實體代表其自身行事)，並前往第4部。)		

第3部 控權人(如實體賬戶持有人是被動非金融外國實體，請填寫此部)

- (7) 本人/吾等證明實體賬戶持有人沒有任何美國控權人。
 本人/吾等證明實體賬戶持有人有美國控權人。

下表列出實體賬戶持有人的所有美國控權人。

(就法人實體，如行使控制權的並非自然人，控權人會是該法人實體的高級管理人員。

請提供每名美國控權人已填妥並簽署的美國國稅局表格W-9及「披露/使用本人的個人資料之同意書/確認書」。)

	美國控權人		
	姓名	地址	美國稅務編號
(1)			
(2)			
(3)			
(4)			

第4部 聲明及簽署

本人/吾等證明，就與本表格所有相關的賬戶，本人/吾等獲賬戶持有人授權簽署本表格。

本人/吾等承諾，如情況有所改變，以致影響本表格第1部所述的實體的美國人士身分，或引致本表格所載的資料(及/或已提交給貴行的美國國稅局表格W-8BEN-E/表格W-8IMY/表格W-9)不正確，本人/吾等會通知貴行，並會在情況發生改變後三十天內，向貴行提交一份已適當更新的自我證明表格(如有需要，包括新的美國國稅局表格W-8BEN-E/表格W-8IMY/表格W-9)。

本人/吾等聲明，就本人/吾等所知所信，本表格內所填報的所有資料和聲明均屬真實、正確和完備。對於與任何該等資料相關，或因貴行依賴或披露任何該等資料而蒙受或引致的任何損失、索償、法律行動、訴訟、損害、起訴、費用、開支及責任(包括但不限於在調查、籌備任何待決或要脅訴訟或索償，或就任何待決或要脅訴訟或索償進行抗辯時所引致者)，本人/吾等亦同意悉數對貴行作出彌償並保證其利益不受損害。

(只適用於賬戶持有人為非美國人士)本人/吾等進一步就以下事項作出證明，否則願受美國偽證罪的處罰：

- 本表格第1部所述的實體(「本實體」)為與本表格相關的所有收入的實益擁有人，並且使用本表格以證明其於「外國賬戶稅務合規法案」下的身分類別，或作為商人出於美國稅務法第6050W條之目的提交本表格，
- 本實體並非美國人士，
- 與本表格相關的收入：(a)與在美國境內開展的貿易或業務無實際關聯，或(b)雖與在美國境內開展的貿易或業務有實際關聯，但依稅收協定毋須扣繳稅款，或(c)是合夥業務的實際關聯的收入的合夥人分紅，並且
- 就經紀交易或易貨交易而言，本實體作為實益擁有人屬於受豁免的外國人。

此外，本人/吾等授權將本表格提供給任何控制、收取或保管以本實體為實益擁有人的收入之稅款扣繳單位，或任何可發放或支付以本實體為實益擁有人的收入之稅款扣繳單位。

(8)	簽署：	
	簽署人姓名(中文)：	
	姓	名
(9)	身分： (例如公司董事或高級人員、合夥企業合作伙伴、信託受託人)	
(10)	日期：	_____/_____/_____ 日 月 年

注意：本表格的中英文版本如有歧異，以英文版本為準。

銀行專用：

DRP	Prepared by: <u>(Name)</u> Reviewed by: <u>(Name)</u>	<u>(Signature)</u> <u>(Signature)</u>
FRC/ Account Opening Unit	Prepared by: <u>(Name)</u> Reviewed by: <u>(Name)</u>	<u>(Signature)</u> <u>(Signature)</u>

Appendix – General Instructions and Glossary 附件 – 一般指引及詞彙表

General Instructions 一般指引

For definitions of terms used throughout the Self-Certification of Entity Account Holder and these instructions, please refer to the section headed “Glossary” below.

機構客戶證明書及本文指引中所使用詞彙的釋義，請參閱下文「詞彙表」一節。

The Self-Certification of Entity Account Holder is used by an entity account holder to document its status for the purpose of FATCA. Do not use the Self-Certification of Entity Account Holder if you are acting as an intermediary (that is, acting not for your own account, but for the account of others as an agent, nominee, or custodian), a qualified intermediary⁽³⁵⁾, or a qualified securities lender (“QSL”) with regard to a payment of U.S. source substitute dividends. Instead, please complete Form W-8IMY⁽²²⁾ of the U.S.

Internal Revenue Service (“IRS”).

機構客戶證明書供賬戶持有人用於證明其在《外國賬戶稅務合規法案》(簡稱「合規法案」)下的身份類別。若閣下以中介機構(即並非代表自身行事，而是以代理人、代名人、或保管人的身份代他人行事)、合資格中介機構⁽³⁷⁾、或合資格證券出借人的身份處理美國來源的替代股息，請不要使用本機構客戶證明書，並請填妥美國國稅局(簡稱「國稅局」)表格W-8IMY⁽²²⁾。

How to complete the Self-Certification of Entity Account Holder 如何填妥機構客戶證明書

Part (I) Identification of the Account Holder:

Line 1: Enter your legal entity name.

Line 2: Enter your country of incorporation if you are a corporation. If you are another type of entity, enter the country under whose laws you are created, organized or governed.

Line 3: Enter your country of primary business or operation.

Line 4: Enter your nature of primary business.

Line 5: If you request a new account with the Bank such that account number is not available at the time of completing this Self-Certification of Entity Account Holder, the Bank will complete this line when the account number is available.

第(I)部分 賬戶持有人身份：

第1欄：填寫閣下的法定實體名稱。

第2欄：若閣下為法團，請填寫閣下的成立國家。若閣下為另一類型的實體，請填寫閣下是依據哪一個國家的法律設立、組建或管治。

第3欄：填寫閣下主要業務或經營所在國家。

第4欄：填寫閣下主要業務的性質。

第5欄：若閣下要求與銀行開立新賬戶，而於填妥本機構客戶證明書時，尚未取得該等賬戶號碼，銀行待取得賬戶號碼後會填寫本欄。

Part (II) Classification and Declaration of FATCA Status:

There are 14 questions in this part. Each question consists of the following 3 fields.

Option: Check the box that applies to you to respond to the question.

Account holder’s FATCA Status declaration: You are certifying that you qualify for the classification indicated. Check the box that applies to you if boxes are provided.

Required action: This field provides guidance on how to proceed with the Self-Certification of Entity Account Holder and the additional document(s) required.

第(II)部分 於合規法案下的身份類別及證明：

該部分共有14個問題。每個問題均由以下三個項目組成。

選項：回答問題時，請剔選適用於閣下的方框。

賬戶持有人於合規法案下的身份類別及聲明：閣下是在證明自己符合所標示的分類。若項目內設有方框，請剔選適用於閣下的方框。

須採取的行動：該項目就如如何處理本機構客戶證明書及所需的額外文件提供指引。

Part (III) Controlling U.S. Person(s)⁽⁶⁾ of Passive NFFE⁽³⁵⁾:

If you identified yourself as a Passive NFFE, you must certify whether you have any controlling U.S. person(s). If any, you must identify each controlling U.S. person by providing the name, address and the U.S. Tax Identification Number (“TIN”)⁽³⁹⁾ in the relevant column as well as the documents as required in Part (III). The Bank may also request additional information and/or document(s) in respect of the controlling non-U.S. person(s) with U.S. indicia identified.

第(III)部分 被動NFFE⁽³⁵⁾的美國操控人士⁽⁶⁾：

若閣下辨識自身屬被動NFFE，閣下必須就自己是否有任何美國操控人士作出證明。若有，閣下必須辨識每位美國操控人士，並在相關欄位提供彼等的姓名、地址及美國稅務編號(簡稱「稅務編號」)⁽³⁹⁾、以及提供第(III)部分所要求的文件。銀行亦可要求閣下就有美國人士身份標記的非美國操控人士提供額外資料及/或文件。

Part (IV) Change in Circumstances⁽⁵⁾ / Change of Status:

By signing the Self-Certification of Entity Account Holder, you also agree to provide a new Self-Certification of Entity Account Holder (including new IRS Form(s), if required by the Bank) to the Bank within 30 days following a change in circumstances affecting the correctness of any information contained in the Self-Certification of Entity Account Holder (and any IRS Form(s)).

第(IV)部分 情況的轉變⁽⁵⁾/身份的轉變：

透過簽署機構客戶證明書，閣下亦同意：若有任何情況變更對本機構客戶證明書(及任何國稅局表格)內所載任何資料的正確性產生影響，將於情況變更的30日內提交新的機構客戶證明書(包括在銀行要求下，重新填寫國稅局表格)。

Part (V) Indemnity and Certification:

The Self-Certification of Entity Account Holder must be signed and dated by an authorized representative or officer of the account holder. By signing on the Self-Certification of Entity Account Holder, the signer also certifies that he/she has the legal capacity to sign for the account holder that is the beneficial owner of the income. The signer and the account holder may incur liability for the penalties provided for an erroneous, false, or fraudulent certification.

第(V)部分 彌償及證明：

機構客戶證明書必須由獲賬戶持有人授權的代表人或高級人員簽署並填寫日期。透過簽署本機構客戶證明書，賬戶持有人授權的代表人或高級人員亦證明：簽署人擁有法定職權代表賬戶持有人(即收入的實益擁有人)簽署。簽署人及賬戶持有人可能需就提供錯誤、虛假或欺詐證明產生的處罰承擔責任。

(The definitions of the terms in this document are provided based on the Model 2 IGA signed between the Government of the Hong Kong and the Government of the U.S. on 13th November, 2014. For the latest information about developments on FATCA, please visit the website of Internal Revenue Service: www.irs.gov.)

(本文件內詞彙的釋義均根據香港政府與美國政府於2014年11月13日簽訂的版本二跨政府協議(簡稱「IGA」)作出。如需瞭解合規法案發展的最新資料，請瀏覽國稅局網站：www.irs.gov)

The Foreign Account Tax Compliance Act of the United States (“FATCA”)

Glossary

美國《外國賬戶稅務合規法案》

詞彙表

(Last updated in September 2019)

(更新於2019年9月)

DISCLAIMER

免責聲明

This document is a summary for information purpose only for the customers of The Bank of East Asia, Limited 東亞銀行有限公司 (the “Bank”) and to whom it is provided and not for any other person. The Bank does not guarantee the accuracy and completeness of information on this document. The Bank is not responsible for any errors and shall not be liable for any loss as a result from any reliance on the information contained in this document.

This document should not be considered as a tax or legal advice. Customers should seek professional tax or legal advisory services specific to their own situation.

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本文件不應被視為稅務或法律建議。客戶應根據自身的具體情況，尋求專業的稅務或法律諮詢服務。

Item 編號	Term and Definition 詞彙及釋義
1	<p>Active NFFE 主動NFFE</p> <p>Active NFFE means any of the following NFFE⁽²⁹⁾:</p> <ul style="list-style-type: none">(a) An NFFE that less than 50 percent of its gross income for the preceding calendar year is passive income and less than 50 percent of the assets held by the NFFE during the preceding calendar year are assets that produce or are held for producing passive income⁽³⁶⁾(b) Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation⁽³⁶⁾(c) Excepted Territory NFFE⁽¹⁷⁾(d) Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue⁽¹⁹⁾(e) Excepted Non-financial Group Entity⁽¹⁵⁾(f) Excepted Non-financial Start-up Company⁽¹⁶⁾(g) Excepted Non-financial Entity in Liquidation or Bankruptcy⁽¹³⁾(h) Non-profit Organization⁽³⁰⁾ <p>主動NFFE是指下列任何一種NFFE⁽²⁹⁾</p> <ul style="list-style-type: none">(a) NFFE於上一個曆年的總收入有不足50%為被動收入，並且於上一個曆年所持資產內有不足50%為產生被動收入或持作產生被動收入的資產。(b) 上市NFFE或上市公司的NFFE聯屬企業⁽³⁶⁾(c) 受豁免的美國屬地成立的NFFE⁽¹⁷⁾(d) 外國政府、美國屬地政府或外國中央銀行⁽¹⁹⁾(e) 受豁免的非金融集團實體⁽¹⁵⁾(f) 受豁免的非金融創始公司⁽¹⁶⁾(g) 受豁免的正清算或破產中的非金融實體⁽¹³⁾(h) 非牟利組織⁽³⁰⁾
2	<p>Annuity Contract 年金合約</p> <p>A contract under which the issuer agrees to make payments for a period of time determined in whole or in part by reference to the life expectancy of one or more individuals. The term also includes a contract that is considered to be an annuity contract in accordance with the law, regulation, or practice of the jurisdiction in which the contract was issued, and under which the issuer agrees to make payments for a term of years. For purposes of the preceding sentence, it is immaterial whether a contract satisfies any of the substantive U.S. tax rules applicable to the taxation of a contract holder or issuer.</p> <p>根據合約，其發行人同意在一段週期(完全或部分參照一位或多位個人的預期壽命釐定)內作出支付。該詞亦包括根據合約所發出的司法管轄區內的法例、規定或慣例，應視作年金合約的合約，且根據該合約，其發行人同意於某年期內作出支付。就上句而言，合約是否遵守適用於合約持有人或發行人稅務的任何美國實際稅務規條並無重大意義。</p>

Item 編號	Term and Definition 詞彙及釋義
3	<p>Bona Fide Resident 真正居民</p> <p>An individual satisfies the requirements in section 937(a) and §1.937-1 of the U.S. Treasury Regulations. 符合美國財政部規例第937(a)章及第§1.937-1條規定的個人。</p>
4	<p>Cash Value Insurance Contract 現金價值保險合約</p> <p>An insurance contract⁽²⁴⁾, which is other than an indemnity reinsurance contract between two insurance companies and a term life insurance contract as defined below, that has an aggregate cash value greater than US\$50,000 at any time during the calendar year, by applying the rules set forth in §1.1471-5(b)(4)(iii) of the U.S. Treasury Regulations.</p> <p>保險合約⁽²⁴⁾ (兩家保險公司簽訂的彌償再保險合約及下文所定義的定期人壽保險合約除外)的現金價值總額於曆年內的任何時間均多於5萬美元(透過採用美國財政部規例第§1.1471-5(b)(4)(iii)條所述的規定計算)。</p> <p>Term life insurance contract: A life insurance contract with a coverage period that will end before the insured individual attains age 90, provided that the contract satisfies the following conditions-</p> <ul style="list-style-type: none"> (i) Periodic premiums, which do not decrease over time, are payable at least annually during the period the contract is in existence or until the insured attains age 90, whichever is shorter; (ii) The contract has no contract value that any person can access (by withdrawal, loan, or otherwise) without terminating the contract; (iii) The amount (other than a death benefit) payable upon cancellation or termination of the contract cannot exceed the aggregate premiums paid for the contract, less the sum of mortality, morbidity, and expense charges (whether or not actually imposed) for the period or periods of the contract's existence and any amounts paid prior to the cancellation or termination of the contract; and (iv) The contract is not held by a transferee for value. <p>定期人壽保險合約： 保障期將在受保人年滿90週歲前結束的人壽保險合約，前提是該合約須滿足下列條件 -</p> <ul style="list-style-type: none"> (i) 其定期保費不得隨時間減少，且於合約有效週期內或直至受保人年滿90週歲止(以較短者為準)，應至少每年支付； (ii) 在未終止合約時，任何人無法獲取(不論透過提款、貸款或其他方式)其合約價值； (iii) 在取消或終止合約時應付的款項(死亡金除外)不得超出就該合約所支付的保費總額，扣除該合約有效週期內死亡率、發病率以及開支收費的金額(不論是否實際徵收)，以及於取消或終止合約前所繳付的任何款項；並且 (iv) 合約並非由一位已支付對價的受讓人持有。 <p>Cash value: The term cash value means any amount (determined without reduction for any charge or policy loan) that -</p> <ul style="list-style-type: none"> (a) Is payable under the contract to any person upon surrender, termination, cancellation, or withdrawal; or (b) Any person can borrow under or with regard to (for example, by pledging as collateral) the contract. <p>現金價值： 現金價值一詞指符合以下各項的任何款項(釐定時未扣除任何收費或保單貸款) -</p> <ul style="list-style-type: none"> (a) 根據合約，應於退保、終止保單、取消保單或提款時付予任何人士的款項；或 (b) 任何人士根據或針對合約(例如，作為擔保物予以抵押)可借入的款項。 <p>Cash value does not include an amount payable -</p> <ul style="list-style-type: none"> (A) Solely by reason of the death of an individual insured under a life insurance contract; (B) As a personal injury or sickness benefit or a benefit providing indemnification of an economic loss incurred upon the occurrence of the event insured against; (C) As a refund of a previously paid premium (less cost of insurance charges whether or not actually imposed) under an insurance contract (other than a life insurance or annuity contract⁽²⁾) due to cancellation or termination of the contract, decrease in risk exposure during the effective period of the contract, or arising from the correction of a posting or similar error with regard to the premium for the contract; (D) As a policyholder dividend (other than a termination dividend) provided that the dividend relates to an insurance contract under which the only benefits payable are described in paragraph (B) above; or (E) As a return of an advance premium or premium deposit for an insurance contract for which the premium is payable at least annually if the amount of the advance premium or premium deposit does not exceed the next annual premium that will be payable under the contract. <p>現金價值不包括以下款項 -</p> <ul style="list-style-type: none"> (A) 僅因人壽保險合約的受保人死亡而應付的款項； (B) 作為人身傷害或疾病保險金；或就保險事項發生引致的經濟損失提供的彌償金； (C) 因取消或終止合約、降低於合約有效期內所承擔的風險、或更正有關合約的保費的過賬或類似錯誤，而作為於保險合約(人壽保險或年金合約⁽²⁾除外)前期已支付的保費退款(不論是否實際徵收保險收費成本，均須扣除該筆收費)； (D) 作為保單持有人股息(終止股息除外)，前提是該股息須與保險合約相關，而其所唯一應付的保險金已於上文第(B)段列出； (E) 當預收保費或保費儲蓄的金額不超出下一年度應付的保費時，作為保險合約(其保費應至少每年支付)的預收保費或保費儲蓄的回報。
5	<p>Change in Circumstances 情況的轉變</p> <p>A change or addition of information to the account holder if such change or addition of information would affect the FATCA status of the account holder. This may include, for example, addition of U.S. address, change of business nature and change of U.S. ownership structure of a Passive NFFE⁽³⁵⁾ etc.</p> <p>賬戶持有人資料出現變更或增加，且該等資料變更或增加會影響賬戶持有人於合規法案下的身份類別。該事項可能包含多種情況，例如：被動NFFE⁽³⁵⁾增加美國境內地址、變更其業務性質及變更其美國的所有權架構等</p>

Item 編號	Term and Definition 詞彙及釋義
6	<p>Controlling U.S. Person 美國操控人士</p> <p>A controlling person that is a U.S. Person i.e. U.S. citizen or resident for U.S. tax purposes who exercises control over an entity. In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions.</p> <p>身為美國人士，即就美國稅務而言的美國公民或居民，對某個實體行使控制權的操控人士。若為信託，操控人士即財產授予人、受託人、保護人(若有)、受益人或受益人類別以及對信託行使最終實際控制權的其他自然人；而如果是除信託以外的其他法律安排，則該詞指擁有相同或類似身份的人士。</p>
7	<p>Custodial Institution 託管機構</p> <p>An entity that holds, as a substantial portion of its business, financial assets for the accounts of others.</p> <p>An entity holds financial assets for the account of others as a substantial portion of its business if the entity's gross income attributable to the holding of financial assets and related financial services equals or exceeds 20 percent of the entity's gross income during the shorter of: (A) the three-year period that ends on December 31 (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (B) the period during which the entity has been in existence.</p> <p>為他人持有金融資產，作為其業務主要部分的實體。實體為他人持有金融資產，作為其業務主要部分指該實體所持金融資產及相關金融服務應佔的總收入，等於或多於該實體於下列兩個週期(以較短者為準)內總收入的20%：(A)截至作出釐定的年度之前的12月31日(或非曆年會計期的最後一日)止的三年期間；或(B)該實體存在的期間。</p>
8	<p>Depository Institution 存款機構</p> <p>An entity that accepts deposits in the ordinary course of a banking or similar business.</p> <p>在銀行日常或類似業務過程中接受存款的實體。</p>
9	<p>Deemed-Compliant FFI 視同合規的外國金融機構</p> <p>Under section 1471(b)(2) and §1.1471-5(f) of the U.S. Treasury Regulations, certain FFIs are deemed to comply with the Regulations under chapter 4. The term also includes a QI⁽³⁷⁾ branch of a U.S. financial institution that is a Reporting Model 1 FFI.</p> <p>Please refer to §1.1471-5(f) of the U.S. Treasury Regulations for details.</p> <p>根據美國財政部規例第1471(b)(2)條及§1.1471-5(f)條，某些外國金融機構被視同符合第4章的規定。該詞亦包括美國金融機構屬下的合資格中介機構⁽³⁷⁾，並且屬於版本一IGA下的申報外國金融機構。</p> <p>詳情請參閱美國財政部規例第§1.1471-5(f)條。</p>
10	<p>Direct Reporting NFFE 直接申報的NFFE</p> <p>An NFFE that elects to report information about its direct or indirect substantial U.S. owners to the IRS and meets certain requirements that are specified in §1.1472-1(c)(3) of the U.S. Treasury Regulations.</p> <p>選擇向國稅局申報有關其直接或間接實質美國擁有人的NFFE，且符合美國財政部規例第§1.1472-1(c)(3)條內所列明的某些要求。</p>
11	<p>Effectively Connected Income 實際關聯的收入</p> <p>Generally, when a foreign person engages in a trade or business in the U.S., all income from sources within the U.S. connected with the conduct of that trade or business is considered to be Effectively Connected Income.</p> <p>Please refer to the IRS website (www.irs.gov) for details.</p> <p>一般來說，當一位外國人在美國境內開展貿易或業務時，所有與該等貿易或業務有關並來源位於美國境內的所有收入均視為實際關聯的收入。</p> <p>詳情請瀏覽國稅局網站：www.irs.gov</p>
12	<p>Exempt Beneficial Owner 受豁免的實益擁有人</p> <p>Any entity described in §1.1471-6(b) through (g) of the U.S. Treasury Regulations or that is otherwise treated as an Exempt Beneficial Owner pursuant to the Model 2 IGA that is entered between Hong Kong and the U.S.</p> <p>美國財政部規例第§1.1471-6(b)條至(g)條內所述的任何實體，或依照香港與美國簽訂的版本二IGA，視作受豁免的實益擁有人的實體。</p>
13	<p>Excepted Non-financial Entity in Liquidation or Bankruptcy 受豁免的正清算或破產中的非金融實體</p> <p>An NFFE that was not a Financial Institution in the past five years and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution.</p> <p>於過去五年內並非金融機構，且正在清算其資產的過程中，或正以繼續或重新開始經營金融機構業務以外的業務為目的進行重組的NFFE。</p>
14	<p>Exempt Foreign Person 受豁免的外國人</p> <p>A person who is a non-resident alien individual or a foreign corporation, partnership, estate, or trust; or an individual who has not been, and does not plan to be, present in the United States for a total of 183 days or more during the calendar year; or neither engaged, nor plan to be engaged during the calendar year, in a U.S. trade or business that has effectively connected gains from transactions with a broker or barter exchange.</p> <p>非居民外籍人士或外國企業、合夥業務、產業或信託；或並無或無計劃於曆年內在美國合共居留183日或以上的個人；或並無或無計劃於曆年內從事或計劃從事自經紀或易貨交易取得實際相關利益的美國貿易或業務的個人。</p>

Item 編號	Term and Definition 詞彙及釋義
15	<p>Excepted Non-financial Group Entity 受豁免的非金融集團實體</p> <p>An NFFE with substantially all of its activities consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an entity shall not qualify for NFFE status if the entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes; and/or Primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution.</p> <p>該NFFE的大部分活動包括(全部或部分)持有從事金融機構業務以外的貿易或業務的一家或多家附屬公司的已發行股票，或向該等附屬公司提供融資及服務，但如果該實體履行(或聲稱其履行)投資基金的職能，例如私募股權基金、風險資本基金、槓桿式收購基金，或目的是收購或資助公司，然後出於投資目的持有該等公司的權益作為資本資產的投資工具，則該實體不符合成為NFFE的資格；及/或NFFE主要與或為並非金融機構的關連實體從事融資及對沖交易，且向並非關連實體的任何實體提供融資或對沖服務，前提是任何該等關連實體的所屬集團主要從事金融機構業務以外的業務。</p>
16	<p>Excepted Non-financial Start-up Company 受豁免的非金融創始公司</p> <p>An NFFE that is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, and the NFFE's date of organization is within 24 months.</p> <p>尚未經營任何業務，且沒有過往經營記錄，但現正在注資，旨在經營金融機構業務以外的業務的NFFE，並且該NFFE的組建日期在24個月內。</p>
17	<p>Excepted Territory NFFE 受豁免的美國屬地成立的NFFE</p> <p>An NFFE that is organized in a U.S. Territory⁽⁴²⁾ and all of the owners are bona fide residents⁽³⁾ of that U.S. Territory.</p> <p>在美國屬地⁽⁴²⁾組建的NFFE，且其所有擁有人均為相關美國屬地的真正居民⁽³⁾。</p>
18	<p>Financial Institution 金融機構</p> <p>An entity that is</p> <p>(A) a Depository Institution⁽⁸⁾; or</p> <p>(B) a Custodial Institution⁽⁷⁾; or</p> <p>(C) an Investment Entity⁽²⁵⁾; or</p> <p>(D) a Specified Insurance Company⁽³⁸⁾.</p> <p>即下列實體：</p> <p>(A) 存款機構⁽⁸⁾；或</p> <p>(B) 託管機構⁽⁷⁾；或</p> <p>(C) 投資實體⁽²⁵⁾；或</p> <p>(D) 指定保險公司⁽³⁸⁾。</p>
19	<p>Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue 外國政府、美國屬地政府或外國中央銀行</p> <p>A government (other than the U.S. government), a political subdivision of such government (which, for the avoidance of doubt, includes a state, province, county, or municipality), or a public body performing a function of such government or a political subdivision thereof, a government of a U.S. Territory, a non-U.S. central bank of issue, or an entity wholly owned by one or more of the foregoing.</p> <p>政府(美國政府除外)，該等政府的政治分部(為免生疑問，包括州、省、縣或市政府)，履行該等政府或其政治分部之職能的公共機構、美國屬地的政府，非美國中央銀行或由上述一個或多個機構完全擁有的實體。</p>
20	<p>Flow-through Entity 過渡實體</p> <p>A partnership, simple trust, or grantor trust, as determined under U.S. tax principles.</p> <p>根據美國稅務原則釐定的合夥業務、簡易信託、或授予人信託。</p>
21	<p>Form W-8BEN-E 國稅局表格W-8BEN-E</p> <p>A certificate of foreign (non-U.S.) status for U.S. tax purpose to be completed by a non-U.S. entity acting as a beneficial owner.</p> <p>For more details, please refer to the Instructions for Form W-8BEN-E published by the IRS.</p> <p>The Form and its Instructions can be downloaded from the following IRS website: http://www.irs.gov/forms-instructions</p> <p>由作為實益擁有人的非美國實體填妥的外籍(非美國)身份證明(出於美國稅務目的)。</p> <p>更多詳情，請參閱國稅局發佈的表格W-8BEN-E指引。</p> <p>該表格及其指引可於國稅局網站下載：https://www.irs.gov/forms-instructions</p>
22	<p>Form W-8IMY 國稅局表格W-8IMY</p> <p>A certificate of foreign (non-U.S.) status for U.S. tax purpose to be completed by a non-U.S. entity acting as an intermediary.</p> <p>For more details, please refer to the Instructions for Form W-8IMY published by the IRS.</p> <p>The Form and its Instructions can be downloaded from the following IRS website: http://www.irs.gov/forms-instructions</p> <p>由作為中介機構的非美國實體填妥的外籍(非美國)身份證明(出於美國稅務目的)。</p> <p>更多詳情，請參閱國稅局發佈的表格W-8IMY指引。</p> <p>該表格及其指引可於國稅局網站下載：https://www.irs.gov/forms-instructions</p>

Item 編號	Term and Definition 詞彙及釋義
23	<p>Form W-9 國稅局表格W-9</p> <p>A certificate of U.S. status for U.S. tax purpose, which requests name, address and the U.S. Taxpayer Identification Number, to be completed by a U.S. Person.</p> <p>For more details, please refer to the Instructions for Form W-9 published by the IRS.</p> <p>The Form and its Instructions can be downloaded from the following IRS website: http://www.irs.gov/forms-instructions</p> <p>由美國人士填妥的美國身份證明(出於美國稅務目的), 該證明必須載有姓名、地址及美國稅務編號。</p> <p>更多詳情, 請參閱國稅局發佈的表格W-9指引。</p> <p>該表格及其指引可於國稅局網站下載: https://www.irs.gov/forms-instructions</p>
24	<p>Insurance Contract 保險合約</p> <p>A contract (other than an annuity contract⁽²⁾) under which the issuer in exchange for consideration agrees to pay an amount upon the occurrence of a specified contingency involving mortality, morbidity, accident, liability, or property risk.</p> <p>根據合約(年金合約除外⁽²⁾), 其發行人同意, 作為代價的交換條件, 當發生指定偶然事故(涉及死亡率、發病率、意外、責任、或財物風險)時, 將支付一筆款項。</p>
25	<p>Investment Entity 投資實體</p> <p>An entity that conducts as a business (or is managed by an entity that conducts as a business) one or more of the following activities or operations for or on behalf of a customer:</p> <p>(A) trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading; or</p> <p>(B) individual and collective portfolio management; or</p> <p>(C) otherwise investing, administering, or managing funds or money on behalf of other persons.</p> <p>為客戶或代表客戶從事下列一項或多項活動或經營項目作為其業務的實體(或受從事該等業務的實體管理):</p> <p>(A) 貨幣市場工具(包含支票、賬單、存款證、衍生性金融商品等)交易; 外匯; 兌換、利率及指數工具; 可轉讓證券; 或商品期貨交易; 或</p> <p>(B) 個人及集體組合管理; 或</p> <p>(C) 以其他方式代表他人從事投資、管理或處理基金或金錢。</p>
26	<p>Intergovernmental agreement (IGA) 跨政府協議(簡稱「IGA」)</p> <p>An intergovernmental agreement (IGA) means a Model 1 IGA⁽²⁷⁾ or a Model 2 IGA⁽²⁸⁾. For a list of jurisdictions treated as having in effect a Model 1 or Model 2 IGA, see http://www.treasury.gov/resource-center/tax-policy/treaties/Pages/FATCA-Archive.aspx.</p> <p>跨政府協議指版本一IGA⁽²⁷⁾或版本二IGA⁽²⁸⁾。如需檢視被視為已實施版本一IGA或版本二IGA的司法管轄區清單, 請瀏覽http://www.treasury.gov/resource-center/tax-policy/treaties/Pages/FATCA-Archive.aspx。</p>
27	<p>Model 1 IGA 版本一IGA</p> <p>An agreement or arrangement between the U.S. or the Treasury Department and a foreign (i.e. non-U.S.) government or one or more agencies thereof to implement FATCA through reporting by financial institutions to such foreign government or agency thereof, followed by automatic exchange of the reported information with the IRS. The IRS published a list identifying all countries that are treated as having in effect a Model 1 IGA.</p> <p>美國或財政部與外國(即非美國)政府或其一個或以上機構訂立的協議或安排, 透過金融機構向該外國政府或機構申報資料, 然後與國稅局自動交換資料, 從而落實執行合規法案。國稅局已發佈一份清單, 辨識被視為已實施版本一IGA的所有國家。</p>
28	<p>Model 2 IGA 版本二IGA</p> <p>An agreement or arrangement between the U.S. or the Treasury Department and a foreign (i.e. non-U.S.) government or one or more agencies thereof to facilitate the implementation of FATCA through reporting by financial institutions directly to the IRS in accordance with the requirements of an FFI agreement, supplemented by the exchange of information between such foreign government or agency thereof and the IRS. The IRS published a list identifying all countries that are treated as having in effect a Model 2 IGA.</p> <p>美國或財政部與外國(即非美國)政府或其一個或以上機構訂立的協議或安排, 根據外國金融機構協議, 由金融機構直接向國稅局申報資料, 從而協助落實執行合規法案, 並由該等外國政府或機構與國稅局之間交換資料作為補充。國稅局已發佈一份清單, 辨識被視為已實施版本二IGA的所有國家。</p>
29	<p>Non-financial Foreign Entity (“NFFE”) 非金融外國實體(簡稱「NFFE」)</p> <p>A non-U.S. entity (including a territory entity⁽⁴⁰⁾) that is not a Financial Institution⁽¹⁸⁾ and also includes any non-U.S. entity that is established in the Hong Kong Special Administrative Region or another Partner Jurisdiction⁽³³⁾ and that is not a Financial Institution.</p> <p>非金融機構的非美國實體(包括屬地實體⁽⁴⁰⁾), 並包括於香港特別行政區或其他夥伴司法管轄區⁽³³⁾成立的非金融機構的非美國實體。</p>

Item 編號	Term and Definition 詞彙及釋義
30	<p>Non-profit Organization 非牟利組織</p> <p>An NFFE that meets all of the following requirements:</p> <p>(A) Established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or established and operated in its jurisdiction of residence and is a professional organization, business league, chamber of commerce, labor organization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare;</p> <p>(B) Exempted from income tax in its jurisdiction of residence;</p> <p>(C) No shareholders or members with a proprietary or beneficial interest in its income or assets;</p> <p>(D) The applicable laws of the NFFE's jurisdiction of residence or the NFFE's formation documents do not permit any income or assets of the NFFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFFE has purchased; and</p> <p>(E) The applicable laws of the NFFE's jurisdiction of residence or the NFFE's formation documents require that, upon the NFFE's liquidation or dissolution, all of its assets be distributed to a governmental entity or other non-profit organization, or escheat to the government of the NFFE's jurisdiction of residence or any political subdivision thereof.</p> <p>符合以下所有條件的NFFE：</p> <p>(A) 其僅出於宗教、慈善、科學、藝術、文化、體育或教育目的，並在其居住地司法管轄區建立和經營；或其在居住地司法管轄區建立及經營的專業組織、商業聯盟、商會、工會組織、農業或園藝組織、公民聯盟或專門為了促進社會福利而運作的組織；</p> <p>(B) 在其居住地司法管轄區獲豁免繳納利得稅；</p> <p>(C) 股東或成員在其收入或資產中概無擁有所有權權益或實益權益；</p> <p>(D) 居住地司法管轄區的適用法律或NFFE的成立文件不允許將NFFE的任何收入或資產分配至私人或非慈善實體，或出於私人或非慈善實體的利益而予以運用，但根據NFFE的慈善活動守則作出的分配或運用，或就已提供之服務支付的合理報酬，或支付相當於NFFE已購買財產之公允市值的款項除外；且</p> <p>(E) NFFE居住地司法管轄區的適用法律或NFFE的成立文件要求，在該NFFE清盤或解散時，其所有資產將分配至政府實體或其他非牟利組織，或歸還至NFFE居住地司法管轄區的政府或其任何政治分部。</p>
31	<p>Non-participating Foreign Financial Institution 非參與的外國金融機構</p> <p>A Foreign Financial Institution ("FFI") other than a Participating FFI⁽³²⁾, a Deemed-Compliant FFI⁽⁹⁾, or an Exempt Beneficial Owner⁽¹²⁾. It does not include a Hong Kong Financial Institution or other Partner Jurisdiction Financial Institution other than a Financial Institution treated as a Non-participating Financial Institution pursuant to the corresponding provision in the IGA signed between Hong Kong and the U.S. or in an IGA between the U.S. and a Partner Jurisdiction.</p> <p>參與的外國金融機構⁽³²⁾、視同合規的外國金融機構⁽⁹⁾、或受豁免的實益擁有人⁽¹²⁾以外的外國金融機構。其不包括香港金融機構或其他夥伴司法管轄區金融機構(惟根據有關香港與美國簽訂的版本二IGA，或美國與夥伴司法管轄區所簽訂協議內的相應條文被視為非參與的金融機構的金融機構除外)。</p>
32	<p>Participating Foreign Financial Institution 參與的外國金融機構</p> <p>A Foreign Financial Institution ("FFI") (including a Reporting Model 2 FFI) that has agreed to comply with the terms of an FFI agreement. The term Participating FFI also includes a QI branch of a U.S. financial institution, unless such branch is a Reporting Model 1 FFI.</p> <p>已同意遵守外國金融機構協議內條款的外國金融機構(包括版本二IGA下的申報外國金融機構)。參與的金融機構一詞亦包括美國金融機構屬下的合資格中介機構，除非該屬下機構屬於版本一IGA下的申報外國金融機構。</p>
33	<p>Partner Jurisdiction 夥伴司法管轄區</p> <p>A jurisdiction that has in effect an agreement with the U.S. to facilitate the implementation of FATCA.</p> <p>被視為與美國已實施協議的司法管轄區，從而落實執行合規法案。</p>
34	<p>Passive income 被動收入</p> <p>Generally, portion of gross income that consists of:</p> <p>(A) Dividends, including substitute dividend amounts;</p> <p>(B) Interest;</p> <p>(C) Income equivalent to interest, including substitute interest and amounts received from or with respect to a pool of insurance contracts if the amounts received depend in whole or part upon the performance of the pool;</p> <p>(D) Rents and royalties, other than rents and royalties derived in the active conduct of a trade or business conducted, at least in part, by employees of the NFFE;</p> <p>(E) Annuities;</p> <p>(F) Excess of gains over losses from the sale or exchange of property;</p> <p>(G) Excess of gains over losses from transactions in certain commodities;</p> <p>(H) Excess of foreign currency gains over foreign currency losses;</p> <p>(I) Net income from certain notional principal contracts;</p> <p>(J) Amounts received under cash value insurance contracts⁽⁴⁾; or</p> <p>(K) Amounts earned by an insurance company in connection with its reserves for insurance and annuity contracts.</p> <p>一般而言，總收入中包含以下成份的部分：</p> <p>(A) 股息，包括替代股息款項；</p> <p>(B) 利息；</p> <p>(C) 等同於利息的收入，包括替代利息及自保險合約池或就保險合約池獲取的款項(若所收取的款項完全或部分取決於保險合約池的表現)；</p> <p>(D) 租金及版稅，因主動開展貿易或業務(至少部分由NFFE僱員作出)而產生的租金及版稅除外；</p> <p>(E) 年金；</p> <p>(F) 出售或交換物業所產生的收益超過損失的部分；</p> <p>(G) 因某類商品的交易而產生的收益超過損失的部分；</p> <p>(H) 外幣收益超過外幣損失的部分；</p> <p>(I) 來自某類名義本金合約的淨收入；</p> <p>(J) 根據現金價值保險合約⁽⁴⁾收取的款項；或</p> <p>(K) 保險公司就保險及年金合約的儲備所賺取的款項。</p>

Item 編號	Term and Definition 詞彙及釋義
35	<p>Passive NFFE 被動NFFE</p> <p>A NFFE that is not of any of the following:</p> <p>(A) Active NFFE⁽¹⁾;</p> <p>(B) Withholding Foreign Partnership⁽⁴³⁾; and</p> <p>(C) Withholding Foreign Trust⁽⁴⁴⁾.</p> <p>非屬於⁽¹⁾下列任何合規法案下的身份類別的實體：</p> <p>(A) 主動NFFE⁽¹⁾；</p> <p>(B) 稅款扣繳之外國合夥業務⁽⁴³⁾；及</p> <p>(C) 稅款扣繳之外國信託⁽⁴⁴⁾。</p>
36	<p>Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation 上市NFFE或上市公司的NFFE聯屬企業</p> <p>An NFFE that meets the following requirements:</p> <p>The stock of the NFFE is regularly traded on an established securities market or the NFFE is a Related Entity of an Entity the stock of which is regularly traded on an established securities market.</p> <p>(A) Interests are “regularly traded” if there is a meaningful volume of trading with respect to the interests on an ongoing basis;</p> <p>(B) “Established securities market” means an exchange that is officially recognized and supervised by a governmental authority in which the market is located and that has a meaningful annual value of shares traded on the exchange; and</p> <p>(C) An Entity is a “Related Entity” of another Entity if either Entity controls the other Entity, or the two Entities are under common control. For this purpose, control includes direct or indirect ownership of more than 50 percent of the vote or value in an Entity.</p> <p>符合以下要求的 NFFE：</p> <p>NFFE 的股票在成熟證券市場上定期買賣，或NFFE 是一家其股票在成熟證券市場上定期買賣的實體的關連實體。</p> <p>(A) 若其權益持續存在實質性的成交量，則有關權益視為「定期買賣」；</p> <p>(B) 「成熟證券市場」指獲市場所在地政府機構正式認可並受其監管之交易所，且於該交易所買賣的股份具有實質性的年度價值；及</p> <p>(C) 若某實體控制另一實體，或兩家實體處於共同控制之下，則該實體為另一實體的「關連實體」。就此而言，控制包括直接或間接持有某實體50%以上的投票權或價值。</p>
37	<p>Qualified Intermediary (“QI”) 合資格中介機構</p> <p>An entity that is a party to an agreement with the IRS that is described in §1.1441-1(e) (5)(iii) of the U.S. Treasury Regulations.</p> <p>作為美國財政部規例第§1.1441-1 (e) (5) (iii) 條所述的與國稅局協議一方的實體。</p>
38	<p>Specified Insurance Company 指定保險公司</p> <p>An insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.</p> <p>發出現金價值保險合約或年金合約，或有責任就現金價值保險合約或年金合約作出支付的保險公司(或保險公司的控股公司)。</p>
39	<p>The U.S. Taxpayer Identification Number (also known as TIN) 美國稅務編號(亦稱為稅務編號)</p> <p>A tax identifying number assigned to a person under U.S. Regulations section 6109.</p> <p>For entity, this is the Employer Identification Number (also known as EIN) issued by the IRS. For individual, this is the Social Security Number (also known as SSN) issued by the Social Security Administration.</p> <p>根據美國規例第6109條，指定予一位人士的稅務識別號。</p> <p>對於實體而言，即國稅局發出的僱主身份識別號碼(亦稱為EIN)。對於個人而言，即美國社會安全局發出的社會安全號碼(亦稱為SSN)。</p>
40	<p>Territory Entity 屬地實體</p> <p>An entity that is incorporated or organized under the laws of any U.S. territory.</p> <p>根據任何美國屬地法例成立或組建的實體。</p>
41	<p>U.S. Person 美國人士</p> <p>(A) An individual who is a U.S. citizen or U.S. resident alien;</p> <p>(B) A partnership, corporation, company, or association created or organized in the U.S. or under the laws of the U.S.;</p> <p>(C) A U.S. estate; or</p> <p>(D) A U.S. trust, if (i) a court within the U.S. is able to exercise primary supervision over the administration of the trust, and (ii) one or more U.S. persons have the authority to control all substantial decisions of the trust (as defined in U.S. Regulations section 301.7701-7).</p> <p>(A) 美國公民或居美外籍人士；</p> <p>(B) 在美國境內或根據美國法例創建或組織的合夥企業、法團、公司或聯營組織；</p> <p>(C) 美國遺產；或</p> <p>(D) 美國信託，前提是(i)美國法庭能夠對該信託的管理經營實施主要監管，及(ii)一名或多名美國人士有權控制該信託的所有重大決策(定義見美國規例第301.7701-7條)。</p>
42	<p>U.S. Territory 美國屬地</p> <p>American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, or the U.S. Virgin Islands.</p> <p>美屬薩摩亞、關島、北馬里亞納群島、波多黎各或美國維爾京群島。</p>
43	<p>Withholding Foreign Partnership 稅款扣繳之外國合夥業務</p> <p>A foreign partnership that has executed the agreement described in §1.1441-5(c)(2)(ii) of the U.S. Treasury Regulations.</p> <p>已執行美國財政部規例第§1.1441-5 (c) (2) (ii) 條所述協定的外國合夥企業。</p>
44	<p>44 Withholding Foreign Trust 稅款扣繳之外國信託</p> <p>A foreign grantor trust or foreign simple trust that has executed the agreement described in §1.1441-5(e)(5)(v) of the U.S. Treasury Regulations.</p> <p>已執行美國財政部規例第§1.1441-5 (e) (5) (v) 條所述協定的外國授予人信託或外國簡易信託。</p>

General Terms and Conditions

1. BEA reserves the right to vary or cancel this promotion and/or amend or alter these Terms and Conditions at any time with appropriate notice. BEA reserves the right to demand immediate payment for the outstanding unpaid amount and all interest and other related fees and/or charges forthwith. In the event of any dispute, the decision of BEA shall be final and conclusive.
2. No person other than the Cardholder and/or the Company or BEA 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 the BEA Credit Cardholder Agreement (Corporate Account).

Foreign Account Tax Compliance Act (FATCA) Fact Sheet

Important Notice

The contents of this Fact Sheet are for general reference purposes only. This Fact Sheet should not be considered as a comprehensive statement on any matter and should not be relied upon as such. This Fact Sheet does not take into account the specific requirements of any individual bank in implementing their FATCA protocols. It does not consider any particular customer requirements or treatments. Specific independent legal and/or tax advice about your treatment under FATCA for the purpose of both Hong Kong and United States laws and your obligation to make disclosures to your financial institution should always be sought separately before taking any action.

Neither the Hong Kong Association of Banks, any of its member nor any of their directors, employees and associates gives any warranty of reliability or accuracy nor accepts any responsibility arising in any other way including by reason of negligence for, errors in, or omissions from, the contents of this Fact Sheet and does not accept any liability for any loss or damage, however caused, as a result of any person relying on any information in this Fact Sheet or being unable to access this Fact Sheet.

The English version of this Fact Sheet shall prevail whenever there is any discrepancy between the English and the Chinese versions.

FATCA Fact Sheet

1	What is FATCA?	<ul style="list-style-type: none"> • FATCA stands for the Foreign Account Tax Compliance Act provisions. • FATCA is a United States (“U.S.”) legislation that primarily aims to prevent tax evasion by U.S. taxpayers using non-U.S. financial institutions and offshore investment instruments¹. • FATCA impacts financial institutions and is implemented under a phased timeline commencing from 1st July 2014.
2	Why is FATCA relevant to Hong Kong?	<ul style="list-style-type: none"> • The Governments of Hong Kong and the U.S. signed an Inter-Governmental Agreement (“Hong Kong IGA”) on 13th November 2014 as a means of implementing FATCA in Hong Kong. The IGA seeks not only to lower overall compliance costs for the industry and safeguard the interests of these institutions and their customers, but also to demonstrate Hong Kong’s commitment to enhance tax transparency in the international arena. Unless exempted by the Hong Kong IGA, individual financial institutions in Hong Kong including banks need to sign respective agreements with the U.S. Internal Revenue Service (IRS) covering their FATCA obligations pursuant to the Hong Kong IGA. • The Hong Kong IGA essentially requires participating financial institutions to identify and report account information of Specified U.S. persons² to the IRS. In order to do so, banks are required to ascertain the U.S. or non-U.S. tax status of their customers, and may need to obtain additional information or documentation from their customers to achieve this.
3	Under what circumstances will customers be requested by their banks in Hong Kong to provide FATCA related	<ul style="list-style-type: none"> • Banks are generally required to ascertain the U.S. or non-U.S. tax status of their new individual (e.g. personal, sole proprietor) and entity (e.g. company, trust) customers at account opening. Banks may

	information or documents?	<p>obtain this information by asking customers to complete specific U.S. tax forms (known as IRS Forms W-8 / W-9) or bespoke Self-Certification Forms³, and other supporting documentation as required (collectively, “FATCA documentation”). FATCA documentation is kept by the banks and not passed to the U.S. authorities.</p> <ul style="list-style-type: none"> • Existing individual and entity customers may also be contacted for FATCA documentation. Common scenarios include: <ul style="list-style-type: none"> (a) The bank identifies customer information on file that indicates a connection with the U.S. (e.g. a U.S. address); (b) <i>[Applicable to entity customers only]</i> The bank does not have sufficient customer information on hand to internally determine the customer’s classification under FATCA and/or that of the customer’s Controlling Persons⁴; (c) FATCA documentation previously provided by the customer has expired or is no longer reliable.
4	What happens if a customer does <i>not</i> provide the required FATCA-related documents or information?	<ul style="list-style-type: none"> • Under the Hong Kong IGA, banks are required to report customers for which the banks are unable to ascertain their U.S. or non-U.S. status to the IRS. • For individual (e.g. personal, sole proprietor) and entity (e.g. company, trust) customers other than financial institutions, this will result in their aggregate year-end financial account balance held by this customer group being reported to the IRS. However, the IRS reserves the right to request specific customer information, such as the customer’s own aggregate year-end financial account balance, from banks via the Hong Kong Inland Revenue Department (“HKIRD”). • For financial institution customers, they will be classified as Nonparticipating Foreign Financial Institutions (NPFPI) and may be subject to 30%

		<p>penalty withholding by the banks on behalf of IRS. Further, their financial account information will be reported to the IRS.</p> <p>Please refer to Question 5 for information that will be reported by the banks.</p>
5	<p>Which customers and what information are banks required to report to the IRS?</p>	<p>Bank are required to report the financial accounts of the following customer groups to the IRS:</p> <ul style="list-style-type: none"> (a) Individual and entity customers that are Specified US persons² – information to be reported includes certain account holder information and financial account information⁵ (b) Entity customers with US Controlling Persons⁴ – reportable information includes certain account holder information, controlling person information, as well as financial account information⁶ (c) Individual and entity customers (excluding FI) for which the bank is unable to ascertain their US/non-US status (please refer Question 4) – banks will need to report the aggregate year-end financial account balance held by this customer group to the IRS. However, the IRS reserves the right to request specific customer information, such as the customer’s own aggregate year-end financial account balance, from banks via the HKIRD. (d) NPFIs – banks are required to report these customers for each of calendar years 2015 and 2016. Information to be reported includes account holder name and address (unless the bank could not obtain consent from the customer to report such information), and financial payments made to these customers during the year. <p>For customers that are not in the abovementioned customer groups, the banks will not pass their information to the US authorities under FATCA.</p>

6	How and where can customers get additional assistance regarding FATCA?	<ul style="list-style-type: none"> • Please note that banks should not offer any tax advice, notably the determination of tax residency or FATCA status, to their customers. As such, for any tax related questions, customers should seek advice according to their own circumstance from professional legal and/or tax advisors or refer to the IRS website. • Customers may also visit the FATCA FAQ on the Financial Services and the Treasury Bureau website or the IRS website for more FATCA-related information.
7	Why are banks asking my company to fill in the FATCA forms even if my company has no business relationships with the U.S.?	<ul style="list-style-type: none"> • As stated in question 3, banks may need to obtain Forms W-8, W-9 or Self-Certification Form³ from their customers in order to ascertain the customer's entity tax status (i.e. FATCA classification). • Customers can view or download the U.S. Forms W-8/W-9 from the URL below: https://apps.irs.gov/app/picklist/list/formsInstructions.html?value=w8&criteria=formNumber&submitSearch=Find
8	Why are banks asking me to fill in the FATCA forms even if I have no relationships with the U.S.?	<ul style="list-style-type: none"> • As stated in question 3, banks may need to obtain Forms W-8, W-9 or Self-Certification Form³ from their customers to ascertain the customer's non-U.S. or U.S. tax status. • Customers can view or download U.S. Forms W-8/W-9 from the URL below: https://apps.irs.gov/app/picklist/list/formsInstructions.html?value=w8&criteria=formNumber&submitSearch=Find
9	My bank has issued a letter asking me to fill in the W Form, would you please explain what this form is about?	<ul style="list-style-type: none"> • The term "W Form" refers to IRS Forms W-8 / W-9 which may be used by banks to ascertain the FATCA status of their customers, such as non U.S or U.S. However, some banks may request customers to fill

		<p>out a Self-Certification Form³ instead.</p> <ul style="list-style-type: none">• The types of W Forms available include:<ul style="list-style-type: none">(a) W-8BEN: To be completed by individuals to self-certify their non-US status(b) W-9: To be completed by individuals and entities that are US persons(c) W-8BEN-E/ W-8IMY/ W-8EXP/ W-8ECI: To be completed by entities to self-certify their non-US status and FATCA classification. <p>Instructions to the W Forms may be viewed or downloaded from the URL below: https://apps.irs.gov/app/picklist/list/formsInstructions.html?value=w8&criteria=formNumber&submitSearch=Find</p>
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¹ The information of this fact sheet is based on U.S. Treasury Regulations and the Hong Kong Inter-Governmental Agreement (“IGA”).

² A U.S. taxpayer refers to a U.S. person defined by U.S. Internal Revenue Code Section 7701(a)(30) as:

- an individual who is a U.S. citizen or U.S. resident alien (e.g. green card holder or meets substantial presence test);
- a partnership, corporation, or association created or organized in the U.S. or under the laws of the U.S;
- an estate (other than a non-U.S. estate as defined); or
- a trust where a court within the U.S. is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust.

A Specified U.S. person is any U.S. person other than those prescribed in Treasury Regulations Section 1.1473-1(c) such as a corporation the stock of which is regularly traded on one or more established securities markets, including its member that is of the same expanded affiliated group; any bank that is defined in Internal Revenue Code Section 581; etc.

³ Self-Certification Form is an alternative form to IRS W Form that is designed and provided by banks to request FATCA information of their customers. Unlike W Form, the format of Self-Certification Form is not standardised and likely vary amongst banks.

⁴ Per HKIGA, the term “Controlling Persons” means the natural persons who exercise control over an Entity. In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions.

⁵ Information to be reported for individual and entity customers that are Specified US persons include:

- Account holder’s name, address, and U.S. Taxpayer Identification Number (“TIN”);
- Financial account number(s);
- Account Balance or value of the account(s); and
- Payments made with respect to the account(s) during the year, e.g. interest and dividend, gross proceeds from the sale or redemption of property.

⁶ Information to be reported for Entity customers with US Controlling Persons include:

- Account holder’s name and address;
- Each Controlling Person’s name, address and U.S. TIN;
- Financial account number(s);
- Account Balance or value of the account(s); and
- Payments made with respect to the account(s) during the year, e.g. interest and dividend, gross proceeds from the sale or redemption of property.

Key Facts Statement/Schedule of Fees & Charges on BEA Credit Card Services

Effective date: 30th December, 2023

Interest Rates and Interest Charges		
Finance Charge for Retail Purchase [Annualised Percentage Rate ("APR")]	BEA CENTENNIAL World Elite Mastercard	5.04% (monthly rate at 0.41%) when you open your account and it will be reviewed from time to time. We will not charge you interest if you pay your balance in full by the due date each month. Otherwise, interest will be charged on (i) the unpaid balance from the date of the previous statement on a daily basis until payment in full and (ii) the amount of each new transaction (entered into since the previous statement date) from the date of that new transaction on a daily basis until payment in full.
	Other BEA Credit Cards	35.91% (monthly rate at 2.59%) when you open your account and it will be reviewed from time to time. We will not charge you interest if you pay your balance in full by the due date each month. Otherwise, interest will be charged on (i) the unpaid balance from the date of the previous statement on a daily basis until payment in full and (ii) the amount of each new transaction (entered into since the previous statement date) from the date of that new transaction on a daily basis until payment in full.
Finance Charge for Cash Advance (APR)¹	BEA CENTENNIAL World Elite Mastercard	5.97% (monthly rate at 0.41%) when you open your account and it will be reviewed from time to time. A finance charge will be charged on the amount of cash advance from the date of the transaction until payment in full. Interest charge may be accrued after the statement cut-off date, you may contact us to check how to fully settle the interest charge before the next statement date.
	Other BEA Credit Cards	35.96% (monthly rate at 2.42%) when you open your account and it will be reviewed from time to time. A finance charge will be charged on the amount of cash advance from the date of the transaction until payment in full. Interest charge may be accrued after the statement cut-off date, you may contact us to check how to fully settle the interest charge before the next statement date.
Default Finance Charge for Retail Purchase (APR)¹		35.91% (monthly rate at 2.59%) will be applied to your account if you fail to settle the minimum payment due as specified on the Statement on or before the payment due date for 2 consecutive months. The default finance charge will supersede the finance charge for the next Statement period.
Default Finance Charge for Cash Advance (APR)¹		35.96% (monthly rate at 2.42%) will be applied to your account if you fail to settle the minimum payment due as specified on the Statement on or before the payment due date for 2 consecutive months. The default finance charge will supersede the finance charge for the next Statement period.
Interest Free Period		Up to 56 days
Minimum Payment Due²		All interest, fees and charges including annual fees that may be charged, plus 1% of outstanding principal (minimum: HK\$/CNY50), plus any outstanding minimum payment due and over credit limit amount.
Fees		
Annual Fee³ (per card)	Principal Card	Supplementary Card
- Classic Card	HK\$300	HK\$150
- Gold Card	HK\$600	HK\$300
- Titanium Card/BEA GOAL Credit Card	HK\$600	HK\$300
- PLATINUM Card	HK\$1,500	HK\$800
- JCB PLATINUM Card	HK\$800	HK\$400
- UnionPay Dual Currency PLATINUM Credit Card	HK\$600	HK\$300
- UnionPay Dual Currency DIAMOND Credit Card	HK\$1,800	HK\$900
- Visa Signature Card	HK\$1,800	HK\$900
- World Mastercard	HK\$1,800	HK\$900
- Corporate Card	HK\$980	Not applicable
- BEA CENTENNIAL World Elite Mastercard	HK\$19,800	Not applicable
Cash Advance Fee^{2,4} (applicable to cash advance and fund transfer to other accounts)	5% of the Transaction Amount per transaction (minimum: HK\$/CNY100)	
Foreign Currency Transaction Fee	<ul style="list-style-type: none"> • 1.95% per transaction amount for non-Hong Kong dollar transactions made in or outside of Hong Kong (inclusive of a fee charged by Visa/Mastercard/JCB to the Bank, if applicable). • 1% per transaction amount for non-Hong Kong dollar transactions made in or outside of Hong Kong (inclusive of a fee charged by UnionPay to the Bank, if applicable). • Foreign currency transactions will be converted into Hong Kong dollars at the Visa/Mastercard/JCB/UnionPay exchange rate on the day each transaction is processed, and will include a service charge levied by BEA. The exchange rate is determined on the date that the transaction is processed by Visa/Mastercard/JCB/UnionPay, which may be different from the actual transaction date and therefore subject to market fluctuation. 	
Fee relating to Settling Foreign Currency Transaction in Hong Kong Dollars	<ul style="list-style-type: none"> • Cardholders may sometimes be offered the option to settle foreign currency transactions in Hong Kong dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not the card issuer. In such cases, Cardholders are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the transactions are entered into since settling foreign currency transactions in Hong Kong dollars may involve a cost higher than the foreign currency transaction handling fee. • BEA will charge a markup on the foreign currency transactions in Hong Kong dollars. For the markup detail, please refer to "Fee of Transaction in Hong Kong Dollars Incurred Outside of Hong Kong". 	

Fee of Transaction in Hong Kong Dollars Incurred Outside of Hong Kong	• 1% per transaction amount for Hong Kong dollar transactions made outside of Hong Kong or with any merchant not registered in Hong Kong (e.g. internet transaction). This fee is a reimbursement charge imposed by Visa/Mastercard/JCB/UnionPay and will be debited to your account.	
Late Charge²	HK\$/CNY350 or the Minimum Payment Due, whichever is lower.	
Over Credit Limit Fee^{2,6}	HK\$/CNY350 per statement cycle	
Returned Cheque Fee/Autopay Reject Fee^{2,7}	HK\$/CNY150 each time	
Replacement Card Fee	BEA CENTENNIAL World Elite Mastercard	HK\$800 each time
	Other BEA Credit Cards	HK\$120 each time
Chargeback Handling Fee^{2,8}	HK\$/CNY150	
Charge for Over-the-counter Payment^{4,5,9}	HK\$40 each transaction per credit card	
Bill Settlement Handling Fee (applicable to Banking & Credit Card Services, Credit/Financial Services, and Securities Trading)	5% of the Payment Amount per transaction (minimum: HK\$100)	
Paper Statement Fee^{10,11}	HK\$50	
Courier Service Fees - Local - Overseas - Returned Overseas Courier For Unsuccessful Deliveries	- Not applicable - HK\$300 - HK\$300	
Additional Statement Copy	HK\$50 per copy	
Additional Copy of Sales Draft/ Cash Disbursement Draft	HK\$50 per copy	
Claim gifts in the Bonus Gallery through our customer service hotline¹²	HK\$50 per redemption	
Issuance of Confirmation Letter	HK\$200 per letter	
Credit Balance Refund Handling Fee²	HK\$/CNY50 each time	

Remarks:

1. The APR is calculated according to the Net Present Value ("NPV") Method as specified in the Code of Banking Practice. The APR for cash advances is inclusive of the Cash Advance Fee. **2.** Fees and charges for the Dual Currency Credit Card will be levied to the HKD and RMB accounts separately. Payments for the HKD and RMB account will be denominated in HKD and CNY respectively. **3.** The annual fee waiver is applicable to BEA Corporate Card and BEA SupremeGold World Mastercard. **4.** If a cash advance is made in Mainland China using the Dual Currency Credit Card, the transaction and Cash Advance Fee will be settled in CNY and posted to the RMB account of Dual Currency Credit Card. **5.** This fee is not applicable to the Dual Currency Credit Card. **6.** Even if your opt out from Over Credit Limit Facility has taken effect, certain scenarios may still result in the credit limit being exceeded and BEA will charge an Over Credit Limit Fee. Examples of the scenarios include: (i) transactions for which prior authorisation has been obtained, such as the Octopus Automatic Add Value Service, recurring transactions, and autopay; (ii) transactions where the posting amount exceeds the authorized amount, such as foreign currency transactions due to exchange rate fluctuations; (iii) transactions approved yet late posted; (iv) contactless transactions; and (v) transactions approved by the relevant card association (e.g. Visa, Mastercard, JCB, UnionPay, etc.). **7.** If the Late Charge is posted to the BEA Credit Card account, the Returned Cheque Fee/Autopay Reject Fee for the same Statement Cycle will not be levied. **8.** A Chargeback Handling Fee will be levied if it is finally proved that the Cardholder is liable for the disputed transaction. **9.** The charge will be shown on the next credit card statement. BEA CENTENNIAL World Elite Mastercard and BEA World Mastercard Cardholder are entitled to a waiver of this fee item. **10.** This fee will be levied to each principal card account: (i) at the time of account opening (if you opt to receive paper statements); (ii) in the account opening month of each subsequent year (if paper statement service remains selected) e.g. if the account was opened in January, this fee will be levied on the first working day in February each year; and (iii) every time you switch from e-statements to paper statements. This fee will be charged in full and can be levied more than once within a year if you switch between the services multiple times. This fee in subsequent years will still be levied annually in the account opening month. This fee is non-refundable, irrespective of your card usage or the number of paper statements issued in a year. **11.** This fee is not applicable to the BEA Corporate Card. **12.** This fee is not applicable to the BEA i-Titanium Card/BEA GOAL Credit Card, BEA JCB PLATINUM Card, and BEA Corporate Card.

The above-mentioned fees and charges and other charges to be imposed in the future (if any) are subject to variations or amendments at BEA's discretion from time to time. Such variations or amendments will be notified by BEA to the Cardholder in any manner BEA deems fit and will become effective pursuant to the relevant terms and conditions of the BEA Credit Cardholder Agreement.

INFORMATION REGARDING MAKING MINIMUM PAYMENT

- Assumption:
1. Outstanding Balance = HK\$20,000
 2. Monthly Interest Rate = 2.59% (Annualised Percentage Rate at 35.91%)
 3. No New transaction, annual fee and other charges
 4. Repayments are made on or before the payment due date

If each month you pay	Pay off the balance in about	An estimated total expenses
Only the Minimum Payment Due	26 years and 7 months	HK\$71,208
HK\$899	3 years	HK\$31,444 (Saving HK\$39,764)

The above examples are for illustration only and do not reflect the real situation of your account. If you want to calculate according to your situation, please use the calculator on BEA website.

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

Issued by The Bank of East Asia, Limited 東亞銀行有限公司

Summary of Major Terms & Conditions of the BEA Credit Cardholder Agreement (Corporate Account) (“the Agreement”)

The Bank of East Asia, Limited (“BEA”) has outlined significant terms and conditions of the Agreement as follows for your particular attention and reference. Please note that the below summarised terms and conditions are for your reference only and you must read the FULL VERSION of the Agreement governing the use of the BEA Corporate Card (“the Card”).

The full version of the Agreement is available at any BEA branch and BEA’s website (www.hkbea.com). Should there be any discrepancy between the English and Chinese versions, the English version shall prevail.

1. Upon receipt of the Card, you must activate it immediately. The Card is not transferable, and only you may use it. You and/or the applicant company must safeguard the Card and the Personal Identification Number (PIN) under control and must not disclose the PIN and the Card account number to any other person.

If you use other services or facilities in connection with the Card (such as ATM), you and/or the applicant company shall be subject to the terms and conditions for such services or facilities.

2. You must notify BEA immediately of any loss, theft, or disclosure of the PIN to a third party or the loss or theft of the Card as soon as you become aware of such loss, theft or disclosure.
3. Your liability of all losses incurred for any unauthorised transaction(s) before notifying BEA shall not exceed HK\$500 or such other amount pursuant to the applicable laws, regulations or code of practice if there is no fraud nor gross negligence on your part, and you have not provided the Card or the PIN to a third party. Such maximum liability will not cover cash advances, and you shall remain fully liable for any cash advances effected with the use of the PIN. You shall be liable in full without limit for all transactions effected by the use of the Card (whether or not authorised by you) if you fail to fulfill the obligations as set out in this Clause and Clauses 1 and 2 above.
4. The credit limit specified by BEA to the applicant company represents the total amount of credit limit granted to all the cardholders. You and/or the applicant company must observe the credit limit assigned to the Card and BEA reserves the right to adjust the credit limit at any time by giving you and/or the applicant company appropriate notice. You and/or the applicant company may not use the Card for any transaction that BEA believes or suspects to be directly or indirectly related to gambling or illegal activities.
5. BEA shall not be responsible if the Card is not honored at any merchant outlets for any reason nor be responsible in any way for any goods or services supplied by the merchants. You must resolve any complaint with the merchant concerned and the existence of any claim or dispute between two of you will not relieve your obligation to settle any sum outstanding to BEA.
6. You and/or the applicant company must notify BEA of any unauthorised transaction(s) shown on your Card’s statement within 60 days from the statement date, failing which, the statement shall be regarded as conclusive.
7. If you use the Card to make auto-payments and the Card has been lost, stolen or terminated, you must immediately inform the merchant(s) concerned to change and/or terminate these auto-payment arrangements. Otherwise, you shall be liable for the full amount of all charges, losses, damages or expenses incurred as a result of your failure to do so.
8. Any foreign currency transaction will be converted into Hong Kong dollars at the MasterCard exchange rate on the date when the transaction is processed by MasterCard, plus a service fee as specified in the Schedule of Fees & Charges levied by BEA.
9. By using the Card, you and/or the applicant company must pay all applicable charges and handling fees as specified in the Schedule of Fees & Charges for any service associated with it.

You and/or the applicant company must repay the outstanding balance on time to avoid payment of interests and applicable charges.

If you and/or the applicant company fail to pay any outstanding amount to BEA when due, you and the applicant company shall be jointly and severally responsible for all costs and expenses, incurred by BEA in enforcing the terms and recovering any sum you and/or the applicant company owe to BEA. However, you shall be only be liable for the outstanding indebtedness of your own Card account.

10. If you and/or the applicant company owe BEA any money on your Card account, BEA may at any time without prior notice set-off, apply or transfer money from the credit balance in your and/or the applicant company’s other accounts maintained with BEA to discharge your and/or the applicant company’s liability and to settle such money owing to BEA.
11. If you leave the applicant company due to retirement, resignation, dismissal or any other reason, the applicant company must notify BEA promptly in writing about the date of your departure and return the Card to BEA before you leave the applicant company. Once BEA receives the aforesaid notification, the entire outstanding balances on that particular Card account shall become immediately due and payable to BEA on or before the date of that your departure. The applicant company and you shall be jointly and severally responsible for settling any outstanding amounts immediately, together with all Card expenses, advances, costs, finance charges and other charges and fees already incurred and/or obtained by using the Card before returning such Card to BEA.

The applicant company and you must immediately notify BEA and return the Card to BEA if the applicant company ceases business or (i) (in the case of a limited company) it goes into liquidation or becomes the subject a winding-up petition, (ii) (in the case of a partnership) it is dissolved, or (iii) (for a sole proprietorship) the proprietor dies, becomes bankrupt or has a bankruptcy petition filed against him/her. The entire outstanding balances on all Card accounts shall become immediately due and payable to BEA. The applicant company and you shall be jointly and severally responsible for settling such outstanding amounts immediately, together with all expenses and advances, costs, finance charges and other charges and fees related to the Card that have already been incurred and obtained by the use of the Card(s) before returning such Card(s) to BEA. However, you shall only be liable for the outstanding indebtedness of your own Card account.

12. Whereas BEA may cancel the Card at any time, the applicant company may at any time terminate the use of the Card by giving BEA written notice accompanied by the return of the relevant Card(s) cut in halves.

The applicant company and you shall be jointly and severally responsible and liable for the use of the Card until it is terminated and returned to BEA.

13. BEA reserves the right to alter and amend the terms and conditions as contained in the Agreement subject to a prior notice of not less than 60 days. By continuing to use the Card after the effective date of the changes, you and/or the applicant company shall be deemed to have accepted and agreed to such changes which shall apply to all outstanding balances of the Card account unless the Card is returned to BEA for cancellation prior to the date such changes shall have effect.

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

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

(7) USE OF DATA IN DIRECT MARKETING

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

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

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

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

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

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

(9) Under and in accordance with the terms of the Ordinance and the Code of Practice, any customer has the right:

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

Law Compliance Supplement

This Law Compliance Supplement shall be read together with, supplement, and form part of each of the agreements as set out in the Appendix below (the **"Relevant Agreements"**).

Should there be any inconsistency between this Law Compliance Supplement and the Relevant Agreements, this Law Compliance Supplement shall prevail to the extent the inconsistency relates to the subject matter of this Law Compliance Supplement.

Provisions to supplement the Relevant Agreements

1. Provision of information

- (a) You must provide us with your Personal Information in such form and within such time as we may reasonably require from time to time for the purpose of complying with the Applicable Laws and Regulations.
- (b) When there is a change or addition to your Personal Information, you must update us of the change or addition promptly (and in any event no later than 30 days from the date of the change or addition).
- (c) You must complete and sign such documents and do such things in relation to your obligation under clause 1 of this Law Compliance Supplement as we may reasonably require from time to time for the purpose of complying with the Applicable Laws and Regulations.

2. Disclosure of information

You agree that any member of the BEA Group and Third Party Service Providers may use, retain, and disclose your Tax Information to any Authority (even if such Tax Information may be transferred to a jurisdiction without adequate personal data privacy laws in place) for the purpose of ensuring compliance with the Applicable Laws and Regulations on the part of any member of the BEA Group.

3. Actions we may take to ensure compliance with the Applicable Laws and Regulations

- (a) Where you fail to comply with your obligations under clause 1 of this Law Compliance Supplement above;
 - (b) Where your Personal Information is inaccurate, incomplete, or not promptly updated;
 - (c) For whatever reason, we are prevented (under the laws of Hong Kong or otherwise) from disclosing your Tax Information to the Authority as required by the Applicable Laws and Regulations; or
 - (d) Where we determine that your classification or status under the Applicable Laws and Regulations is such that you cannot receive payments from or through us free of withholding or deduction due to the Applicable Laws and Regulations,
- we may take one or more of the following actions at any time as may be determined in our sole and absolute discretion to be required to ensure compliance with the Applicable Laws and Regulations on our part and on the part of any member of the BEA Group:
- (i) Deduct from or withhold part of any amounts for or on account of, or which represents, withholding, income tax, value added tax, tax on the sale or disposition of any property, duties, or any other lawfully collected amount which is required to be so deducted or withheld to comply with the Applicable Laws and Regulations (**"Collected Amounts"**) from any payments payable to you under or from the Account and pay such Collected Amounts to an Authority or hold such Collected Amounts in escrow as permitted by the Applicable Laws and Regulations with no obligation in any case for us to reimburse you with respect to such Collected Amounts (provided that any tax or information returns that you may file with respect to such Collected Amounts are your sole responsibility and you shall be solely responsible for disputing or filing any claims to refund or credit any Collected Amounts withheld or paid to the Authority);
 - (ii) Refuse to carry out your instructions and/or to provide you with all or any products or services under the Relevant Agreements and/or otherwise block or freeze your Account;
 - (iii) Transfer all or part of our rights, benefits, and liabilities under the Account or any amounts therein to any member of the BEA Group;
 - (iv) Terminate or close the Account and discontinue the banking relationship with you entirely or in part by giving prior notice to you;
 - (v) Provide (whether before or after termination of the Account) your Tax Information to such Authority as required to ensure compliance with the Applicable Laws and Regulations on our part and on the part of any member of the BEA Group (even if such Tax Information may be transferred to a jurisdiction without adequate personal data privacy laws in place).

Meaning of words

Terms defined in the Relevant Agreement shall have the same meaning when used herein and the following words shall have the following meaning when used in this Law Compliance Supplement:

- **"Account"** means any of the account(s) opened and/or maintained by you with us including without limitation to the Card Account, whether under or referred to in the Relevant Agreements or otherwise.
- **"Account Information"** means any information relating to the Account including without limitation to the Account number, Account balance or value, gross receipts, withdrawals and payments to or from the Account.
- **"Applicable Laws and Regulations"** means our obligations to comply with: (i) any applicable local or foreign law, regulation, rules, demand, request, guidance, guidelines, and codes of practice; and (ii) any agreement between us (or any member of the BEA Group) and any Authority.
- **"Authority"** means any national, state, or local government and any political subdivisions thereof, any agency, authority, instrumentality (whether judicial or administrative), regulatory or self-regulatory organization, law enforcement body, court, central bank, or tax or revenue authority in any jurisdiction whether within or outside of Hong Kong.
- **"BEA Group"** means us and any of our affiliates, subsidiaries, associated entities, and any branches and offices of any of the foregoing.
- **"Hong Kong"** means the Hong Kong Special Administrative Region.
- **"Person"** means an individual, sole proprietorship, partnership, body corporate, trust or other entities.
- **"Personal Information"** means your full name, Hong Kong Identity Card/passport number, date and place of birth, residential and mailing address, contact information (including telephone number), and such of your information as we may reasonably require.
- **"Tax Information"** means: (i) any documentation or information (and accompanying statements, waivers, and consents as we may from time to time require or as you may from time to time give) relating, directly or indirectly, to your tax status; (ii) your Personal Information; and (iii) Account Information.
- **"Third Party Service Providers"** means any third party wherever situated selected by us or any member of the BEA Group to provide services to it.

Appendix

1. BEA Credit Cardholder Agreement (Corporate Account)
2. BEA Credit Cardholder Agreement (Personal Account)

For enquiries related to the Law Compliance Supplement, please contact our General Banking Services Hotline at 2211 1333.

一般條款及細則

1. 本行保留隨時更改或取消此推廣及/或修改或修訂此等條款及細則之權利，並作出適當的通知。本行亦保留向持卡人即時追討所有未償還之金額、利息及有關費用之權利。如有任何爭議，本行所作的決定為最終及不可推翻。
2. 除持卡人及/或貴公司及本行以外，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)強制執行本合約的任何條文，或享有東亞銀行信用卡持卡人合約(公司賬戶)的任何條文下的利益。

《海外帳戶稅收合規法案》便覽

重要通知

本便覽的內容僅供一般參考，不應被視作為任何事宜的詳盡陳述，且不應就此加以倚賴。本便覽並無考慮任何個別銀行履行其《海外帳戶稅收合規法案》規約的特定要求，也沒有考慮任何客戶的個別要求或處理方法。閣下在採取任何行動前，請必須就香港及美國法律及閣下向其財務機構作出披露的責任，個別徵詢閣下有關根據《海外帳戶稅收合規法案》處理方法的具體和獨立法律及／或稅務意見。

香港銀行公會、其任何成員或其任何董事、僱員及聯繫人士概不就本便覽內容，包括其疏忽、錯誤或遺漏等作出任何可靠性或準確性的保證，對此亦不承擔以任何其他方式所產生的任何責任，並且概不就任何人士因倚賴本便覽的任何資料或未能取得本便覽而產生（不論如何產生）的任何損失或損害承擔任何責任。

此中文版便覽為英文版譯本，如中、英文兩個版本有任何抵觸或不相符之處，應以英文版本為準。

《海外帳戶稅收合規法案》(FATCA) 便覽

1	何謂 FATCA?	<ul style="list-style-type: none">• FATCA 全稱為“Foreign Account Tax Compliance Act”《海外帳戶稅收合規法案》。• FATCA 是一項美國法案，其主要目的為防止美國納稅人利用非美國金融機構及海外投資工具逃避其應繳的美國稅款¹。• FATCA 影響著金融機構，該法案於 2014 年 7 月 1 日起分階段實施。
2	FATCA 為何與香港有關?	<ul style="list-style-type: none">• 於 2014 年 11 月 13 日，香港政府與美國政府簽訂跨政府協議（香港跨政府協議），並以此協議作為根據，於香港實施 FATCA。此協議不單協助銀行業減低合規成本、保障金融機構和其客戶的利益，亦展示香港對加強稅務透明度所作出的承諾。根據香港跨政府協議，包括銀行在內的個別香港金融機構，除非獲得豁免，需要各自與美國國稅局(IRS)簽訂協議並根據香港跨政府協議履行其 FATCA 的職責。• 香港跨政府協議中要求參與的金融機構必須識別及向美國國稅局申報特定美國人士²帳戶資料。因此，銀行可能需要客戶提供額外資料及文件以確認其美國或非美國納稅身份。
3	在哪些情況下，銀行會要求客戶提供有關 FATCA 的資料及文件?	<ul style="list-style-type: none">• 銀行一般需要在開戶的時候確認該新個人客戶（例如個人及獨資業務）或新實體客戶（例如公司及信託）的美國或非美國納稅身份。銀行可能要求客戶填寫美國稅表（稱為 IRS W-8/W-9 表格）或自我聲明³，及提供相關證明文件（統稱“FATCA 文件”）。此等文件由銀行自行保存，並不需要向美國當局提交。

		<ul style="list-style-type: none"> • 銀行亦有可能於以下情況向現有個人及實體客戶索取 FATCA 文件： <ul style="list-style-type: none"> a) 銀行發現其客戶資料顯示該帳戶與美國有所聯繫(例如擁有美國地址)； b) (只適用於實體客戶)銀行內部沒有足夠客戶資料以確認該客戶及 /或其控權人⁴FATCA 的分類； c) 該客戶以往提供的 FATCA 文件已過期或不可靠。
4	<p>如果客戶未能向銀行提供 FATCA 相關文件或資料，會有什麼後果？</p>	<ul style="list-style-type: none"> • 根據香港跨政府協議，當銀行未能確定其客戶的美國或非美國納稅身份時，銀行需要向美國國稅局申報該等客戶的特定資料。 • 就個人客戶(例如個人及獨資業務)及非金融機構實體客戶(例如公司及信託)而言，銀行會就該客戶群的年底財務帳戶總結餘向美國國稅局作出申報。然而，美國國稅局保留通過香港稅務局向銀行要求特定帳戶資料的權利，包括其年底的財務帳戶總結餘。 • 就金融機構客戶而言，銀行會將其界定為非參與海外金融機構。此類金融機構將可能面對 30%的懲罰性預扣稅，由銀行代表美國國稅局收取。而且，其帳戶資料將被申報至美國國稅局。 <p>關於申報至美國國稅局的資料，請參閱問題 5</p>
5	<p>銀行需要向美國國稅局申報哪些客戶資料？</p>	<p>銀行需要就以下客戶群向美國國稅局申報其財務帳戶資料：</p> <ul style="list-style-type: none"> a) 個人及實體客戶為特定美國人士²—申報資料包括某些帳戶擁有人資料及財務帳戶資料⁵

		<p>b) 由特定美國人士控制⁴的實體客戶 – 申報資料包括某些帳戶擁有人資料，控權人資料及財務帳戶資料⁶</p> <p>c) 個人及實體客戶（不包括金融機構），而銀行未能確認其美國/非美國納稅身份（請參閱問題4） – 銀行需要就該客戶群的年底財務帳戶總結餘向美國國稅局作出申報。然而，美國國稅局保留通過香港稅務局向銀行要求特定帳戶資料的權利，包括其年底的財務帳戶總結餘。</p> <p>d) 非參與海外金融機構 – 銀行需要就2015及2016年度對其作出申報。申報資料包括帳戶名稱及地址（除非銀行未能獲得客戶同意申報此類資料），以及該年度向此類帳戶支付的金額。</p> <p>如客戶並非以上任何一類的客戶，銀行並不會就 FATCA 將其資料申報至美國當局。</p>
6	<p>客戶可從哪些途徑獲得更多關於 FATCA 的協助？</p>	<ul style="list-style-type: none"> • 請注意，銀行不能向客戶提供任何稅務建議（包括客戶的稅務人身份或 FATCA 分類）。如有任何稅務疑問，客戶應就個人情況向專業法律及/或稅務顧問徵求意見或參閱美國國稅局網站。 • 客戶亦可瀏覽財經事務及庫務局網站 FATCA 常見問題或美國國稅局網站，以獲取更多 FATCA 相關資料。
7	<p>本公司沒有任何與美國有關的商業往來，為什麼銀行還要求我們填寫 FATCA 表格？</p>	<ul style="list-style-type: none"> • 承問題 3，銀行可能要求客戶提供 W-8/W-9 表格或自我聲明³，以確認客戶的美國或非美國實體納稅身份，亦即 FATCA 分類。 • 客戶可從以下網址瀏覽或下載 W-8/W-9 表格：

		https://apps.irs.gov/app/picklist/list/formInstructions.html?value=w8&criteria=formNumber&submitSearch=Find
8	本人沒有任何與美國有關的聯繫，為什麼銀行還要求我填寫 FATCA 表格？	<ul style="list-style-type: none"> 承問題 3，銀行可能要求客戶提供 W-8/W-9 表格或自我聲明³，以確認客戶的美國或非美國納稅身份。 客戶可從以下網址瀏覽或下載 W-8/W-9 表格： https://apps.irs.gov/app/picklist/list/formInstructions.html?value=w8&criteria=formNumber&submitSearch=Find
9	銀行向我發出要求填寫 W 表格的信件，請解釋何謂 W 表格？	<ul style="list-style-type: none"> W 表格是指美國國稅局 W-8/W-9 表格。此表格可讓銀行確認客戶的美國或非美國納稅身份。然而，有些銀行會要求客戶填寫自我聲明³來代替 W 表格。 W 表格的種類包括： <ul style="list-style-type: none"> a) W-8BEN：供個人客戶聲明其非美國納稅身份 b) W-9：供美國納稅人（包括個人及實體客戶）填寫 c) W-8BEN-E/ W-8IMY/ W-8EXP/ W-8ECI：供實體客戶聲明其非美國納稅身份及 FATCA 分類 <p>客戶可從以下網址瀏覽或下載 W 表格的說明： https://apps.irs.gov/app/picklist/list/formInstructions.html?value=w8&criteria=formNumber&submitSearch=Find </p>

¹ 以上便覽根據美國財政部法規以及香港跨政府協議所撰寫

² 根據美國稅務條例 7701(a)(30)章，美國納稅人定義為：

- 美國公民或美國外籍居民（例如：綠卡持有人或通過居住測試之個人）；
- 在美國或根據美國法律組織或成立的合夥業務、公司或組織；
- 遺產（符合“非美國遺產”定義的遺產除外）；或
- 一個美國法院可對其管理實施監管，並由一個或多個美國人士可以作出所有重大決定的信託

特定美國人士為除了在美國財政部法規第 1.1473-1(c) 章所描述的人士（例如股份在一個或多個既定證券市場持續交易之公司或其集團的成員、根據美國稅務條例第 581 章界定的銀行等）以外之所有美國人士

³ 自我聲明是由銀行設計及提供的表格，用以代替 W 表格向客戶獲取 FATCA 資料。與 W 表格不同，各銀行的自我聲明格式並不統一

⁴ 根據香港跨政府協議，控權人的定義為對實體有實際控制權的自然人。就信託而言，控權人包括財產受予人、受託人、保護人（如有）、受益人或某類別受益人的成員的個人，以及任何對該信託擁有最終實際控制權的自然人。在信託以外的法律安排下，控權人亦指擁有同等或相似地位的自然

⁵ 特定美國人士（包括個人及實體客戶）需被申報的資料包括：

- 帳戶持有人名稱、地址，及美國納稅識別號碼(“TIN”)
- 財務帳戶編號
- 帳戶結餘或價值；及
- 該年度支付予該帳戶的金額，例如利息及股利，及來自出售或贖回財務資產的總收益

⁶ 控權人為特定美國人士的實體客戶需被申報的資料包括：

- 帳戶持有人名稱及地址
- 各控權人的姓名、地址，及美國納稅識別號碼(“TIN”)
- 財務帳戶編號
- 帳戶結餘或價值；及
- 該年度支付予該帳戶的金額，例如利息及股利，及來自出售或贖回財務資產的總收益

東亞銀行信用卡資料概覽/服務收費概覽

生效日期：2023年12月30日

利率及財務費用		
購物簽賬財務費用 (實際年利率) ¹	東亞銀行CENTENNIAL World Elite Mastercard卡	當你開立賬戶時，購物簽賬實際年利率為 5.04厘 (月息0.41厘)，並會不時作出檢討。如果你在每月的到期繳款日或之前支付全數欠款，我們不會向你收取利息。否則，利息將按(i)所有未清付的結欠(顯示於上一期月結單內)須從到期繳款日前一個月結單截數日起按日計息至所有款項清繳為止，及(ii)所有在到期繳款日前一個月結單截數日後記誌的新交易款項須根據交易日期起按日計息，直至所有款項清繳為止。
	其他東亞銀行信用卡	當你開立賬戶時，購物簽賬實際年利率為 35.91厘 (月息2.59厘)，並會不時作出檢討。如果你在每月的到期繳款日或之前支付全數欠款，我們不會向你收取利息。否則，利息將按(i)所有未清付的結欠(顯示於上一期月結單內)須從到期繳款日前一個月結單截數日起按日計息至所有款項清繳為止，及(ii)所有在到期繳款日前一個月結單截數日後記誌的新交易款項須根據交易日期起按日計息，直至所有款項清繳為止。
現金透支財務費用 (實際年利率) ¹	東亞銀行CENTENNIAL World Elite Mastercard卡	當你開立賬戶時，現金透支實際年利率為 5.97厘 (月息0.41厘)，並會不時作出檢討。徵收的利息會由現金透支當日起，按日計算直至整筆貸款額償清為止。利息可能在月結單截止日後仍會累積，您可以於下一期月結單日前聯絡我們查詢如何繳付全數利息。
	其他東亞銀行信用卡	當你開立賬戶時，現金透支實際年利率為 35.96厘 (月息2.42厘)，並會不時作出檢討。徵收的利息會由現金透支當日起，按日計算直至整筆貸款額償清為止。利息可能在月結單截止日後仍會累積，您可以於下一期月結單日前聯絡我們查詢如何繳付全數利息。
購物簽賬拖欠財務費用(實際年利率) ¹		如你連續2個月於到期繳款日或之前仍未繳付結單上所示的最低付款額， 35.91厘 (月息2.59厘)的實際年利率將適用於你的賬戶。拖欠財務費用將取代財務費用，並由下一期結單開始計算。
現金透支拖欠財務費用(實際年利率) ¹		如你連續2個月於到期繳款日或之前仍未繳付結單上所示的最低付款額， 35.96厘 (月息2.42厘)的實際年利率將適用於你的賬戶。拖欠財務費用將取代財務費用，並由下一期結單開始計算。
免息還款期		最長 56日
最低付款額 ²		所有利息、其他費用及收費，包括可能收取的年費，及所欠本金總額的1%(最低為港幣/人民幣50元)，及逾期之最低付款額及超逾信用額之全數金額。
收費項目		
年費 ³ (每張)	主卡	附屬卡
- 普通卡	港幣300元	港幣150元
- 金卡	港幣600元	港幣300元
- Titanium卡/BEA GOAL信用卡	港幣600元	港幣300元
- 白金卡	港幣1,500元	港幣800元
- JCB白金卡	港幣800元	港幣400元
- 銀聯雙幣白金信用卡	港幣600元	港幣300元
- 銀聯雙幣鑽石信用卡	港幣1,800元	港幣900元
- Visa Signature卡	港幣1,800元	港幣900元
- World Mastercard卡	港幣1,800元	港幣900元
- 公司卡	港幣980元	不適用
- 東亞銀行CENTENNIAL World Elite Mastercard卡	港幣19,800元	不適用
現金透支手續費 ^{2,4} (適用於現金透支及轉賬至其他賬戶)		透支額之 5% (每次交易)(最低為港幣/人民幣100元)
外幣交易費用		<ul style="list-style-type: none"> 所有在香港及在香港以外地區進行之外幣交易簽賬額之1.95%(已包括Visa/Mastercard/JCB對本銀行所收取的費用，如適用)。 所有在香港及在香港以外地區進行之外幣交易簽賬額之1%(已包括銀聯對本銀行所收取的費用，如適用)。 所有港幣以外之其他貨幣交易，本銀行將於處理該賬目當日，根據Visa/Mastercard/JCB/銀聯所採用之匯率折算為港幣，再加入本銀行收取之服務費。另該匯率是取自Visa/Mastercard/JCB/銀聯進行交易處理當日之匯率價格。交易處理日並不同簽賬當日，因此匯率可能受市場浮動所影響。
以港幣支付外幣簽賬的有關費用		<ul style="list-style-type: none"> 持卡人在外地消費時，有時候可選擇以港幣支付外幣簽賬。此選項屬海外商戶的直接安排，而非由信用卡發卡機構提供。持卡人應於簽賬前向該商戶查詢有關匯率及手續費的詳情，因為以港幣支付外幣簽賬，所涉及的費用可能會較以外幣簽賬的手續費為高。 本銀行將額外徵收以港幣支付外幣簽賬交易的費用。有關收費詳情，請參閱「在香港以外地區以港幣簽賬的費用」。

在香港以外地區以港幣簽賬的費用		所有在香港以外地區或非香港登記的商戶所進行之港幣交易(如網上商戶簽賬)簽賬額之 1% 。此收費為Visa/Mastercard/JCB/銀聯向本行收取，並將誌賬於你的賬戶內。
逾期手續費²		港幣/人民幣350元 或最低付款額，以較低者為準
超出信用額費用^{2,6}		港幣/人民幣350元 (每期結單)
退票/自動轉賬退回費用^{2,7}		港幣/人民幣150元 (每次)
補發新卡費	東亞銀行CENTENNIAL World Elite Mastercard卡	港幣800元 (每次)
	其他東亞銀行信用卡	港幣120元 (每次)
爭議賬項手續費^{2,8}		港幣/人民幣150元
銀行櫃位繳付賬項手續費^{5,9}		港幣40元 (每張信用卡之每次交易)
繳付賬單手續費 (適用於銀行或信用卡服務、信貸財務及證券)		繳費額之 5% (每次交易)(最低為港幣100元)
紙張結單費用^{10,11}		港幣50元
速遞收費		- 不適用 - 港幣300元 - 港幣300元
- 本地 - 海外 - 退回無法速遞的海外文件		
額外結單副本費用		港幣50元 (每份)
額外銷售單/現金提取單副本費用		港幣50元 (每份)
經客戶服務熱線換領分分獎賞集內禮品的費用¹²		港幣50元 (每次)
簽發確認書費用		港幣200元 (每份)
退還信用卡結餘費用²		港幣/人民幣50元 (每次)

註：

1. 實際年利率是根據銀行營運守則訂定之淨值法計算。而現金透支年利率之計算已包括現金透支手續費。2. 雙幣信用卡之費用及收費將按港幣及人民幣賬戶分別徵收。港幣賬戶之收費以港幣為單位；人民幣賬戶之收費則以人民幣為單位。3. 年費豁免適用於東亞銀行公司卡及東亞銀行顯卓理財World Mastercard卡。4. 如透過雙幣信用卡於中國內地進行人民幣現金透支時，有關交易金額及現金透支手續費，將以人民幣為結算單位，並誌賬在雙幣信用卡的人民幣賬戶內。5. 此費用不適用於雙幣信用卡。6. 即使持卡人拒絕超出信貸限額安排的要求已生效，於某些交易進行時仍有機會出現超出信貸限額的情況，而本銀行將就此徵收超出信用額費用。交易例子包括：(i)已預先獲得授權的交易，如八達通自動增值服務、循環付款及自動轉賬；(ii)誌賬金額超出授權金額的交易，如因匯率波動之外幣交易；(iii)獲批核但延遲誌賬的交易；(iv)非接觸式交易；及(v)直接由有關發卡機構(例如Visa、Mastercard、JCB、銀聯等)授權的交易。7. 如逾期手續費已誌賬於東亞銀行信用卡賬戶，同一結單期內的退票/自動轉賬退回費用將不會被收取。8. 爭議之交易若最終證實屬持卡人責任，本銀行將收取處理爭議賬項手續費。9. 此收費將顯示於下一期信用卡結單。東亞銀行CENTENNIAL World Elite Mastercard卡及東亞銀行World Mastercard卡持卡人可獲豁免此收費項目。10. 本銀行將在以下情況於每個主卡賬戶收取此費用：(i)於開立賬戶時(如客戶選擇收取紙張結單)；(ii)隨後每年的開戶月份(如仍然選擇紙張結單服務)，例如：賬戶於1月份開立，本銀行將於每年2月份的第一個工作天收取此費用；及(iii)客戶每次由電子結單轉用紙張結單。如客戶於1年內多次轉換服務，本銀行將收取多於1次費用，而有關收費不會按比例計算。隨後此費用仍將於每年於開戶月份收取。不論客戶有否使用該信用卡或1年內發出紙張結單的數量，此費用均不會退還。11. 此費用不適用於東亞銀行公司卡。12. 此費用不適用於東亞銀行i-Titanium卡/BEA GOAL信用卡、東亞銀行JCB白金卡及東亞銀行公司卡。

本銀行可以不時修訂上述費用或其他增設的費用(如適用)，並以本銀行認為適當之方式通知持卡人及將會根據東亞銀行信用卡持卡人合約之有關條款而生效。

繳付最低付款額的有關資訊

- 假設：1. 總結欠 = HK\$20,000
2. 月息 = 2.59% (實際年利率為35.91%)
3. 無新簽賬項、年費及其他費用
4. 於到期繳款日或之前還款

如閣下每月繳付	可於以下時間清還總結欠	總支出為
最低付款額	26年7個月	HK\$71,208
HK\$899	3年	HK\$31,444 (節省HK\$39,764)

以上例子只供參考及不反映閣下戶口之實際情況。如欲根據閣下之情況計算，請使用於東亞銀行網頁內的計算機。

借定唔借？還得到先好借！

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

東亞銀行信用卡持卡人合約(公司賬戶)(「持卡人合約」)主要條款及細則摘要

東亞銀行有限公司(「本行」)謹此簡述持卡人合約中主要條款及細則如下，以供閣下參考，敬希垂注。一切條款及細則概以東亞銀行信用卡(「信用卡」)的持卡人合約(公司賬戶)全文為準，請詳加細閱。

如需持卡人合約全文，請於本行任何分行索取或瀏覽本行網頁：www.hkbea.com。中英文版本如有歧異，以英文版本為準。

1. 當你收到信用卡時，必須立刻確認收妥信用卡。信用卡只供你個人使用，並不可轉讓他人。你及/或貴公司須合理謹慎保管你的信用卡及私人密碼(「私人密碼」)，並切勿將你的私人密碼及信用卡賬戶號碼洩露予任何人士。
如你使用與信用卡有連繫的其他服務或設施(如自動櫃員機)，你及/或貴公司須同時受該等服務或設施的條款及細則約束。
2. 如遇信用卡及/或私人密碼遺失、被竊或洩露予他人，你須立即通知本行。
3. 只要你並無欺詐或嚴重疏忽行為，且並無將信用卡或私人密碼提供予他人，在我們接獲你的通知之前所產生的一切未經授權交易賬項中，你應負責的最高限額為港幣500元或不多於適用法律及規例或營運守則所定之數額。此最高負責額不適用於現金貸款，而你須完全負責以私人密碼進行的任何現金貸款。如你未能履行上述第1項和第2項條文所述之責任，你須對信用卡所涉及之一切賬項(不論由你授權認可與否)負上全部責任。
4. 信用卡賬戶之信貸限額，是本行授予貴公司所有持卡人的信貸總額。你及/或貴公司須遵守所獲批核的信用卡信貸限額，本行有權隨時透過向你及/或貴公司作出適當的通知而調整該信貸限額。你及/或貴公司不可使用信用卡支付本行相信或懷疑直接或間接涉及賭博或違法行為的交易。
5. 對於有任何商號拒絕接受信用卡，及對於其提供的產品或服務的質素，本行不會負上任何責任。你須自行解決與商號間之任何糾紛。即使你與商號間存在任何索償或爭議，也不可免除你對本行清償欠款之責任。
6. 如結單上顯示任何非由你授權認可之賬項，你及/或貴公司須於結單發出日起計60日內通知本行，否則該結單將會作實。
7. 如遇信用卡遺失、被竊或終止使用，你須直接通知有關商戶更改及/或取消自動轉賬指示，並改用其他方式支付賬單。否則，你仍須負責自動轉賬指示更改及/或取消前招致之任何收費、損失、損害或開支。
8. 所有外幣交易，本行均會按萬事達卡於處理交易當日採用的匯率折算為港幣，再加入本行所收取服務收費概覽中列明的有關費用，一併記入你的信用卡賬戶。
9. 在使用信用卡時，你及/或貴公司須繳付服務收費概覽列明有關服務衍生之手續費及適用費用。
你及/或貴公司須準時償還欠款，以避免支付財務費用及逾期手續費。
如你及/或貴公司未能如期清付賬款，則你及/或貴公司須共同及個別承擔本行在執行條款及細則及向你及/或貴公司追討欠款時所產生之一切費用及支出。然而，你只須負責你的信用卡賬戶之結欠。
10. 本行可隨時不經預先通知，將你信用卡賬戶的未償還結欠從你及/或貴公司在本行開設的其他賬戶內轉賬，以抵銷或清付你及/或貴公司的信用卡的債項及債務。
11. 如你因退休、辭任、解僱或任何其他理由離職，貴公司須立即以書面形式通知本行你的離職日期。你的信用卡須於你離職前交還本行。本行一經收到該通知，你便須即時償還你的信用卡賬戶之全部結欠，而該結欠須於你離職當日或之前清付。你及/或貴公司須共同及個別需即時償還你的信用卡賬戶之全部結欠，以及信用卡交還前因使用該卡而產生的任何信用卡支出、提款、成本、財務費用及其他收費及費用。
如貴公司終止經營或(i)(如為有限公司)進行清盤或被呈請進行清盤，或(ii)(如為合股公司)合股公司解散，或(iii)(如為獨資公司)產權人身故，或宣告破產或被提出破產呈請，則貴公司及你須立刻通知本行並將信用卡交還本行。貴公司及你須共同及個別即時償還該信用卡賬戶之全部結欠，以及該信用卡交還前因使用該卡而產生的任何信用卡支出、提款、成本、財務費用及其他收費及費用。然而，你僅須承擔對你信用卡賬戶的未償還負債。
12. 本行可於任何時候取消信用卡，而貴公司亦可隨時向本行發出書面通知並交還剪毀之信用卡予本行，終止使用信用卡。
貴公司及你須對信用卡之使用承擔共同及個別負責，直至該卡被終止使用並退回本行。
13. 本行可隨時修訂持卡人合約中之條款及細則，並以本行認為適當的方式於修訂生效日期前不少於60日發出事先通知。如你於生效日期後繼續使用信用卡，即表示你及/或貴公司已接受並同意有關更改，而信用卡賬戶之結欠亦受有關修訂的約束，除非你及/或貴公司於修訂生效日期前將信用卡交回本行終止使用該卡。

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、按揭人或擔保人身份，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、按揭人或擔保人身份，及以客戶本人單名或與其他人士聯名方式)不時於信貸提供者持有的按揭宗數，並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用(須受根據條例核准及發出的個人信貸資料實務守則(下稱「實務守則」)的規定所限)。

(7) **在直接促銷中使用資料**

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

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

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

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

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

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

(9) **根據條例的條款及實務守則，任何客戶有權：**

- (i) 查閱本銀行是否持有他的資料及查閱該等資料；
 - (ii) 要求本銀行改正任何有關他的不準確的資料；
 - (iii) 查明本銀行對於資料的政策及實務和獲告知本銀行持有的個人資料的種類；
 - (iv) 要求獲告知那些資料會被例行披露予信貸資料服務機構或追討欠款公司，及獲本銀行提供進一步資料，以便向有關信貸資料服務機構或追討欠款公司提出查閱和改正資料的要求；及
 - (v) 於全數清還欠款並結束賬戶後，指示本銀行要求信貸資料服務機構，從有關資料庫中刪除本銀行曾經向其提供的任何賬戶資料(為免生疑問，包括任何賬戶還款資料)，惟是項指示必須於結束賬戶後5年內提出，及該賬戶在緊接結束前之5年內，並無任何拖欠為期超過60日的欠款。賬戶還款資料包括上次到期的還款額，上次報告期間(即緊接本銀行上次向信貸資料服務機構提供賬戶資料前不多於31日的期間)所作還款額，剩餘可用信貸額或未償還數額及欠款資料(即過期欠款額及逾期還款日數，清還過期欠款的日期，及全數清還拖欠為期超過60日的欠款的日期(如有))。
- (10) 如賬戶出現任何拖欠還款情況，除非拖欠金額在由拖欠日期起計60日屆滿前全數清還或已撇賬(因破產令導致撇賬除外)，否則賬戶還款資料(定義見以上第(9)(v)段)會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多5年。
- (11) 如客戶因被頒布破產令而導致任何賬戶金額被撇賬，不論賬戶還款資料有否顯示任何拖欠為期超過60日的還款，該賬戶還款資料(定義見以上第(9)(v)段)會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多5年，或由客戶提出證據通知信貸資料服務機構其已獲解除破產令後保留多5年(以較早出現的情況為準)。
- (12) 根據條例的條款，本銀行有權就處理任何查閱資料的要求收取合理費用。
- (13) 任何關於查閱或改正資料，或索取關於本銀行的私隱政策及實務或所持有的資料種類的要求，應向下列人士提出：
- | | |
|-------------|------------------|
| 香港中環德輔道中10號 | 電話：3608 3608 |
| 東亞銀行有限公司 | 傳真：3608 6172 |
| 集團資料保障主任 | 網址：www.hkbea.com |
- (14) 本銀行在考慮客戶之任何信貸申請時，可能會參考由信貸資料服務機構提供有關客戶的信貸報告。假如客戶有意索取有關信貸報告，本銀行會提供有關信貸資料服務機構的聯絡詳情。
- (15) 本銀行在結束賬戶/終止服務後會繼續持有有關客戶的資料7年或按照有關法律和法規所規定的期限。
- (16) 本聲明不會限制客戶在條例下所享有的權利。

(文義如有歧異，以英文本為準。)

遵從法律補充條款

本遵從法律補充條款須連同附錄所列的協議(“**相關協議**”)一併閱讀, 補充並構成相關條款的一部份。

本遵從法律補充條款與相關協議之間如有任何抵觸之處, 以抵觸之處與本遵從法律補充條款的標的事項相關之程度為限, 概以本遵從法律補充條款為準。

補充相關協議的條文

1. 提供資料

- 你必須在本行為遵從適用法律及法規的目的, 不時提出合理要求下, 以本行合理要求的形式及時限內, 向本行提供你的個人訊息。
- 如你的個人訊息有任何更改或增補, 你必須立即通知本行有關更新或增補(在任何情況下不遲於更新或增補日起計三十天)。
- 你必須填妥、簽署及作出本行為遵從適用法律及法規的目的而不時合理要求的與你在本遵從法律補充條款第1條下的責任有關的該等文件及事項。

2. 披露資料

你同意東亞集團的任何成員及第三方服務供應商可為確保東亞集團任何成員遵從適用法律及法規而使用、保留及向任何機關披露你的稅務資料(即使有關稅務資料可能會被轉移至未有妥善訂立充足的個人資料私隱法律的司法管轄區)。

3. 本行可為遵從適用法律及法規而採取的行動

- 如你未能遵從你在本遵從法律補充條款第1條下的責任;
- 如你的個人訊息不準確、不完整或未有及時更新;
- 本行按適用法律及法規要求向機關披露你的稅務資料的能力因任何理由受阻(因香港法律要求或其他原因); 或
- 如本行確定你在適用法律及法規下的類別或狀況會導致你根據適用法律及法規未能從或透過本行收取免預扣或扣減的款項, 本行可隨時採取以下一項或多項本行完全酌情決定可為確保本行及東亞集團任何成員遵從適用法律及法規而必須採取的行動:
 - 從向你支付的任何款項中或從賬戶中, 扣減或預扣款項, 有關扣減或預扣金額是為遵照適用法律及法規, 就預扣稅、入息稅、增值稅、任何物業出售或處置稅、徵稅或任何其他合法收取款項, 而需扣減或預扣的金額(“**已收取款項**”), 並向機關支付該等已收取款項或在適用法律及法規所准許的情況下, 以託管形式持有該等已收取款項, 而在任何情況下, 本行將沒義務向你補償該等已收取款項(你可能就該等已收取款項而提交任何稅務或資料申報表均屬你的個人責任, 你將單獨負責提出反對或就已獲預扣或向機關支付的任何已收取款項提出任何申索要求退款或抵免);
 - 拒絕執行你的指示及/或按相關協議向你提供所有或任何產品或服務及/或封鎖或凍結你的賬戶;
 - 將本行在賬戶下的全部或部分權益及責任或該賬戶內的任何款項轉移給東亞集團任何成員;
 - 向你發出事先通知完全或部份結束賬戶及終止與你的關係;
 - (在賬戶結束前或後)向有關機關提供為確定本行及東亞集團任何成員均有遵從適用法及法規所需的關於你的稅務資料(即使有關稅務資料可能會被轉移至未有妥善訂立充足的個人資料私隱法律的司法管轄區)。

字彙意思

相關協議所定義的詞語的意思將與本遵從法律補充條款中該詞的意思相同, 而以下字彙在本遵從法律補充條款中應具有以下意思:

- “**賬戶**”指你在本行開立及/或維持的任何賬戶, 包括但不限於信用卡賬戶(不論是否在相關協議下開立及/或維持或有否在當中提述)。
- “**賬戶資料**”指與賬戶有關的任何資料, 包括但不限於賬戶號碼、賬戶結餘或價值、收款總額、提款及向賬戶進行的存款或從賬戶進行的付款。
- “**適用法律及法規**”指就下列各項本行需遵從的責任:(i) 任何適用的本地或海外法律、法規、規例、要求、請求、指引及操作守則; 及(ii) 本行(或東亞集團的任何成員)與任何機關之間的任何協議。
- “**機關**”指任何國家、州或地方政府及其任何政治分部、在香港或海外的任何司法管轄區的任何機構、機關、部門(屬司法或行政)、監管或自我監管組織、執法機關、法院、中央銀行或稅務機關。
- “**東亞集團**”指本行及本行的任何聯繫成員、附屬成員、有聯繫實體、及前述的任何分行及辦事處。
- “**香港**”指香港特別行政區。
- “**人士**”指個人、獨資經營、合夥經營、法人團體、信託或其他實體。
- “**個人訊息**”指你的全名、香港身份證/護照號碼、出生日期及地點、住址及郵寄地址、聯絡資料(包括電話號碼), 及本行可能合理要求有關你的該等資料。
- “**稅務資料**”指:(i) 直接或間接關於你的稅務狀況的任何文件或資料(及本行可能不時要求或你可能不時提供的隨附結單、寬免及同意); (ii) 你的個人訊息; 及(iii) 賬戶資料。
- “**第三方服務供應商**”指本行或東亞集團任何成員所選擇為其提供服務的任何第三方。

附錄

- 東亞銀行信用卡持卡人合約(公司賬戶)
- 東亞銀行信用卡持卡人合約(私人賬戶)

有關遵從法律補充條款查詢, 請聯絡一般銀行服務熱線2211 1333。

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