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**BEA (MPF) Value Scheme**  
**東亞（強積金）享惠計劃**  
**Employer – Participation Agreement**  
**僱主 – 參與協議**

**Parties**  
訂約方

- (1) The person(s) named in the Schedule to this Agreement as employer (the **“Employer”**);  
本協議附表所列人士為僱主（「僱主」）；
- (2) **Bank of East Asia (Trustees) Limited** of 32<sup>nd</sup> Floor, BEA Tower, Millennium City 5, 418 Kwun Tong Road, Kowloon, Hong Kong (the **“Trustee”**);  
東亞銀行（信託）有限公司，地址為香港九龍觀塘道418號創紀之城五期東亞銀行中心32樓（「受託人」）；
- (3) **The Bank of East Asia, Limited** of 10 Des Voeux Road Central, Hong Kong (the **“Sponsor”**);  
東亞銀行有限公司，地址為香港德輔道中10號（「保薦人」）。

**Background**  
背景資料

BEA (MPF) Value Scheme (the **“Master Trust”**) is a Registered Provident Fund Scheme established by a trust deed dated as of 17<sup>th</sup> August, 2012 (as amended, the **“Trust Deed”**). The Employer is required to contribute to a Registered Provident Fund Scheme pursuant to the MPF Ordinance and has agreed to contribute to the Master Trust on the terms of this Agreement.

東亞（強積金）享惠計劃（「本集成信託」）是一項於二零一二年八月十七日訂立的信託契據（經修訂「信託契據」）所成立的註冊公積金計劃。僱主須根據強積金條例向註冊公積金計劃供款，並已同意根據本協議的條款向本集成信託供款。

**Agreement of the parties**  
訂約方的協議

1. The Trustee and Sponsor agree that the Employer shall become an Employer for the purpose of the Master Trust with effect from the date specified in the Schedule to this Agreement.  
受託人和保薦人同意，僱主須由本協議附表所指定日期起成為本集成信託所指的僱主。
- 2.1 The Employer agrees to be bound by and covenants to comply with the provisions of the Trust Deed as from time to time in force and to perform any act or pay any sum required by law to be done or paid by it as an Employer for the purposes of the Master Trust insofar as attributable to the Employer.  
僱主同意契據遵守及受制於不時生效的信託契據條文，以及履行或支付法律規定其作為本集成信託所指的僱主所需作出的任何行為或所需支付的任何款項（以僱主所佔部分為限）。
- 2.2 The Employer gives the covenants as provided in Clause 8.3 of the Trust Deed and the covenants, warranties, undertakings and indemnities required by the provisions of the Trust Deed.  
僱主提供信託契據第8.3條所規定的契約及信託契據條文所需的契約、保證、承諾及賠償保證。
- 3.1 The Employer agrees in respect of Members which it employs (a) to pay to the Master Trust Employer's Mandatory Contributions and Employer's Voluntary Contributions (if applicable) and (b) to deduct from the relevant income of Members and pay to the Master Trust Member's Mandatory Contributions and Member's Voluntary Contributions (if applicable). The Employer further agrees to pay all fees, expenses and other liabilities which are payable by the Employer in accordance with the Trust Deed or this Agreement.  
僱主就其聘用的成員同意 (a) 向本集成信託支付僱主強制性供款及僱主自願性供款（如適用）及 (b) 從成員的有關收入中扣除款項，並將之支付予本集成信託成員強制性供款及成員自願性供款（如適用）。僱主亦同意支付其根據信託契據或本協議應付的所有費用、開支及其他負債。
- 3.2 The Trustee and the Employer acknowledge that, in accordance with and subject to paragraph 3.2 of Schedule 1 of the Trust Deed, a Member may elect to make Additional Voluntary Contributions. The Trustee and the Employer agree that a Member who has made such election shall at any time be entitled on request to the Trustee in the specified form to payment of a lump sum not exceeding that part of the Member's Voluntary Contribution Balance as is derived from Member's Additional Voluntary Contributions made pursuant to such election.  
受託人及僱主承認根據信託契據附件1第3.2條及受其所規定，成員可選擇作出附加自願性供款。受託人及僱主同意，已選擇此自願性供款的成員，有權在任何時候要求受託人（以指定方式）作一次性的付款，而該筆款項不超過在成員的自願性供款之結存內，份屬該成員選擇此附加自願性供款的部分。
- 3.3 Unless the Trustee otherwise agrees in writing, all payments of Contributions to the Master Trust shall be by way of payroll deduction (in the case of Contributions by Members) and shall be paid to the Trustee in Hong Kong dollars by telegraphic transfer or cheque from an account with a bank in Hong Kong. Contributions in cash must be paid to the bank account designated by the Trustee.  
除非受託人另行書面同意，否則本集成信託的一切供款須以薪酬扣減方式（如由成員供款）透過電匯或香港的銀行戶口開出的支票向受託人支付港元款項。現金供款須支付予受託人指定的銀行戶口。
4. The Trustee gives the covenants as provided in Clause 13 of the Trust Deed to the Employer.  
受託人向僱主提供信託契據第13條規定的契約。
5. Unless and until instructed otherwise, the person(s) signing Part 4 of this Agreement shall be treated as authorised to give instructions to the Trustee and the Sponsor on behalf of the Employer and the signature(s) of such person(s) on this Agreement shall be treated as specimen signature(s) for the purpose of future verification of written instructions to the Trustee and / or the Sponsor on behalf of the Employer.  
除非及直至另行指示，否則於本協議第4部分簽署之人士，將被視為已獲授權代表僱主向受託人及保薦人發出指示，而其簽名將被用作日後核實其代表僱主給予受託人及/或保薦人之書面指示的簽名式樣。
6. The Employer confirms that it has received, read and understood the Explanatory Memorandum of the Master Trust before entering into this Agreement.  
僱主確認在訂定協議前已詳閱、明白並接受本集成信託說明書所述之內容。
7. Unless the context otherwise requires, words and expressions defined in the Trust Deed have the same meanings in this Agreement.  
除非文義另有規定，信託契據所界定的用字及詞語與本協議所用者具有相同涵義。
8. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.  
本協議須受香港法例管轄及按此以詮釋。

Website : [www.hkbea.com](http://www.hkbea.com)  
網址

Email : [BEAMPF@hkbea.com](mailto:BEAMPF@hkbea.com)  
電郵

BEA (MPF) Hotline : 2211 1777  
東亞（強積金）熱線

Fax no. : 3608 6003  
傳真號碼

This Form must be completed by Employer. Please use BLOCK LETTERS for completion and "✓" where applicable.  
 本表格必須由僱主填寫。請以正楷填寫並在適當之方格內加上「✓」號。

<b>Part I 第一部分 Details of Employer 僱主資料</b>		
Name in English 英文名稱		Date of Participation in the Master Trust (dd/mm/yyyy) 參與本集成信託的日期(日/月/年)
Name in Chinese 中文名稱		Business Registration No. 商業登記號碼
Registered Office 註冊辦事處		
Correspondence Address (if different from the Registered Office) 通訊地址(如與註冊辦事處不同)		
Contact Details 聯絡資料	Name of Contact Person 聯絡人姓名	Email address (if any) 電郵地址(如有)
	Mobile Phone / Day Time Contact No. 手提電話 / 日間聯絡電話號碼	Facsimile No. 傳真號碼
Assets transferred from other registered scheme to the Master Trust (Please submit the form MPF(S) – P(E) if applicable). To obtain a copy of the MPF(S) – P(E) form, please call our BEA (MPF) Hotline at 2211 1777. 由其他註冊計劃轉移至本集成信託之資產(如有, 請提交 MPF(S) – P(E) 表格)。如需索取 MPF(S) – P(E) 表格, 請致電東亞(強積金)熱線 2211 1777。		
<input type="checkbox"/> Yes. Name of registered scheme 有。該註冊計劃之名稱為: _____		
<input type="checkbox"/> No. 沒有。		

<b>Part II 第二部分 Contribution Period 供款期</b>		
<input type="checkbox"/> Monthly 每月	from 由 _____	to 至 _____ (e.g. from 1 <sup>st</sup> day to month end) (例如: 1 號至該月的最後 1 天)
<input type="checkbox"/> Bimonthly 每半月	from 由 _____	to 至 _____ (e.g. 1 <sup>st</sup> to 15 <sup>th</sup> ) (例如: 1 號至 15 號)
<input type="checkbox"/> Fortnightly (The first contribution period) 每兩周(第一次供款期)	from 由 _____	to 至 _____ (e.g. 16 <sup>th</sup> to month end) (例如: 16 號至該月的最後 1 天)
<input type="checkbox"/> Weekly 每周	from 由 _____	to 至 _____ (e.g. from Monday to Sunday) (例如: 星期一至星期日)

<b>Part III 第三部分 Voluntary Contribution 自願性供款 (if applicable 如適用)</b>	
i) Plan Commencement Date (dd/mm/yyyy): 供款開始日期(日/月/年)	_____
ii) Retirement Age: 退休年齡	Normal Retirement Age: <input type="checkbox"/> 65 <input type="checkbox"/> 60 <input type="checkbox"/> Others 其他 (please specify 請註明): _____ 正常退休年齡

- iii) Basis of Voluntary Contribution :  Employer Contribution Only  Both Employer Contribution and Employee Contribution  
 自願性供款基準 僱主供款 僱主及僱員供款 (自願性供款應以相同的基準計算)  
 (should use the same basis of calculating voluntary contribution)  
 僱主及僱員供款 (自願性供款應以相同的基準計算)

Category Description 類別說明	Minimum Period of Employment 最少的受聘期	Basis of Voluntary Contribution 自願性供款基準	Employer Contribution 僱主供款	Employee Contribution 僱員供款
		<input type="checkbox"/> Relevant Income x Contribution Rate 有關入息 x 供款比率	_____ %	_____ %
		<input type="checkbox"/> Relevant Income x Contribution Rate – Mandatory Contribution 有關入息 x 供款比率 – 強制性供款	_____ %	_____ %
		<input type="checkbox"/> (Relevant Income – Statutory Maximum Level of Relevant Income for Mandatory Contribution) x Contribution Rate (有關入息 – 法定強制性供款有關入息上限) x 供款比率	_____ %	_____ %
		<input type="checkbox"/> Basic Salary x Contribution Rate 基本薪金 x 供款比率	_____ %	_____ %
		<input type="checkbox"/> Basic Salary x Contribution Rate – Mandatory Contribution 基本薪金 x 供款比率 – 強制性供款	_____ %	_____ %
		<input type="checkbox"/> (Basic Salary – Statutory Maximum Level of Relevant Income for Mandatory Contribution) x Contribution Rate (基本薪金 – 法定強制性供款有關入息上限) x 供款比率	_____ %	_____ %
		<input type="checkbox"/> Fixed amount per payroll period 每一支薪期之固定金額	\$ _____	\$ _____
		<input type="checkbox"/> Fixed amount x Contribution Rate – Mandatory Contribution 固定金額 x 供款比率 – 強制性供款	\$ _____ ; _____ %	\$ _____ ; _____ %
		<input type="checkbox"/> Irregular lump sum amount (in whole number) 不定期整筆供款額 (必須為整數)	\$ _____	\$ _____
	Month(s) 曆月	<input type="checkbox"/> Others (please specify): 其他 (請註明) _____		

- iv) Vesting Scale Option:  Option 選擇A  Option 選擇B (please indicate the vested percentage as below 請於下方列明歸屬百分比)  
 歸屬比例選擇

Completed Years of Service 完成服務的年期	Employer's Voluntary Contribution Vested Percentage 僱主自願性供款歸屬百分比	
	Option 選擇 A (Standard Vesting Scale as specified in the Trust Deed and the Explanatory Memorandum of the relevant scheme 按信託契據及有關計劃說明書所註明的標準歸屬比率)	Option 選擇 B (Customised Scale%, must be in a multiple of 10% 自訂比率%, 必須為 10% 或其倍數)
Calculated from 計算開始 <input type="checkbox"/> Date of Employment 受僱日期 <input type="checkbox"/> Date Join Scheme 參與計劃日期		
< 1	0%	
1	0%	
2	0%	
3	30%	
4	40%	
5	50%	
6	60%	
7	70%	
8	80%	
9	90%	
=> 10	100%	
Normal Retirement, Death, Total Incapacity 正常退休·死亡·完全喪失行為能力	100%	
Summary Dismissal* 即時解僱*	0%	

\* If a Member is dismissed from employment on any of the following grounds:

- (i) wilfully disobeying a lawful and reasonable order;
- (ii) misconduct, such conduct being inconsistent with the due and faithful discharge of the Member's duties;
- (iii) being guilty of fraud or dishonesty;
- (iv) being habitually neglectful in the Member's duties; or
- (v) upon any other ground on which the Member's employer would be entitled to terminate the Member's contract of employment without notice at common law, and the Trustee is satisfied that dismissal was made upon any of the above grounds then all voluntary contributions made by the Member's employer in respect of that Member are forfeited.

若果成員基於任何下列理由被解僱：

- (i) 故意不服從合法而又合理的命令；
- (ii) 行為不當，與正當及忠誠履行該成員職責的原則不相符；
- (iii) 犯有欺詐或不忠實行為；
- (iv) 慣常疏忽該成員的職責；或
- (v) 該成員的僱主因任何其他理由而有權根據普通法無須給予通知而終止該成員的僱傭合約，而受託人信納解僱是基於任何上述理由而作出，則由該成員的僱主就該成員所支付的所有自願性供款均予沒收。

## Part IV 第四部分 Authorised Signatories 授權簽署人

Any \_\_\_\_\_ of the following signatories is / are authorised to enter into correspondence, give instructions, provide information and authorise benefit payments on behalf of the Employer. 下列任何 \_\_\_\_\_ 名簽署人獲授權代表僱主處理信函、發出指示、提供資料及授權支付權益。

Name 姓名	Specimen Signature 簽名式樣	Name 姓名	Specimen Signature 簽名式樣

### Personal Information Collection Statement 個人資料收集聲明

The information the Employer provides to the Bank of East Asia (Trustees) Limited (“Trustee”) as the trustee of the BEA (MPF) Value Scheme (“Scheme”) and The Bank of East Asia, Limited (“Sponsor”) as the sponsor of the Scheme is to enable the Trustee and the Sponsor to carry on their respective retirement and MPF related business and may be used for the purposes of (i) communication with the Employer and/or its employees including the provision of information in relation to the Scheme; (ii) transferring to any other trustee carrying on retirement business or any association or government authority that exists or is formed from time to time or service providers / agents / contractors (which provide services including but not limited to administrative, telecommunications, data processing and storage in connection with the operation of the Trustee’s and Sponsor’s retirement business) whether local or overseas but, only in so far as the transfer of such information is necessary for such other person to exercise or perform functions under or for the purposes of the Mandatory Provident Fund Schemes Ordinance; (iii) disclosing to such other persons to whom disclosure may be required by an order of a court, applicable laws or requirements made under a law; (iv) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Trustee and the Sponsor 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 and (v) conducting direct marketing activities on MPF related products, benefits or services of the Trustee or the Sponsor.

僱主向東亞(強積金)享惠計劃(「本計劃」)的受託人東亞銀行(信託)有限公司(「受託人」)及本計劃的保薦人東亞銀行有限公司(「保薦人」)提供的資料是讓受託人及保薦人得以經營各自的退休及強積金相關業務，並可用於下列用途：(i) 與僱主及/或其僱員通訊，包括提供有關本計劃的資料；(ii) 將資料轉移予任何經營退休業務的其他受託人或不時存在或成立任何協會或政府機關或服務供應商/代理/承辦商(其提供的服務包括但不限於就受託人及保薦人的退休業務運作提供行政、電訊、數據處理及儲貯服務)(不論本地或海外)，但只限於轉移該等資料乃使該等其他人士根據或就《強制性公積金計劃條例》行使或履行職責所必要的情況；(iii) 根據法院命令、適用法律或根據某項法律作出的規定而需要向其披露相關資料的其他人士；(iv) 遵守受託人及保薦人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受託人及保薦人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；及(v) 進行受託人或保薦人的強積金相關產品、利益或服務的直接促銷活動。

The Employer’s information provided in this application including the Employer’s and its contact person’s name, address, telephone numbers, e-mail address and other contact details and information will be used for the purposes of (v) above.

在此項申請中提供的僱主資料，包括僱主及其聯絡人的名稱、地址、電話號碼、電郵地址及其他聯絡詳情及資料，將用於上文(v)的用途。

The information the Employer provides to the Trustee and the Sponsor is provided on a voluntary basis. However, failure to supply information may result in the Trustee and the Sponsor being unable to accept and process this application or provide MPF related services.

僱主向受託人及保薦人提供資料乃屬自願性質。然而，如未能提供資料，則可能令受託人及保薦人無法接納及辦理此項申請或提供強積金相關服務。

The Employer (a) may, at any time and without charge, request the Trustee and/or the Sponsor for the personal data of the Employer and/or its contact person not be used for direct marketing purpose; (b) shall be entitled to access to data concerning itself and/or its contact person or correction of data; or request for information regarding privacy policies and practices and kinds of data held by the Trustee and/or Sponsor, by writing to:-

僱主可以書面方式(a)隨時要求受託人及/或保薦人不把僱主及/或其聯絡人的個人資料用於直接促銷用途，而無須支付任何費用；(b)有權查閱有關其本身及/或其聯絡人的資料或更正資料；或查閱有關受託人及/或保薦人的私隱政策及守則及所持有的資料種類：-

Bank of East Asia (Trustees) Limited  
The Individual Data Protection Officer  
Bank of East Asia (Trustees) Limited  
32<sup>nd</sup> Floor, BEA Tower, Millennium City 5,  
418 Kwun Tong Road, Kowloon, Hong Kong  
東亞銀行(信託)有限公司  
個人資料保障主任  
東亞銀行(信託)有限公司  
香港九龍觀塘道418號創紀之城五期東亞銀行中心32樓

The Bank of East Asia, Limited  
The Group Data Protection Officer  
The Bank of East Asia, Limited  
10 Des Voeux Road Central  
Hong Kong  
東亞銀行有限公司  
集團資料保障主任  
東亞銀行有限公司  
香港德輔道中10號

In accordance with the terms of the Personal Data (Privacy) Ordinance, each of the Trustee and the Sponsor has the right to charge a reasonable fee for the processing of any data access request.

根據《個人資料(私隱)條例》的條款，受託人及保薦人各自有權就處理任何查閱資料的要求收取合理費用。

You should check (“✓”) in the box on the left side of this item if you do not wish the Trustee itself to use your personal data in direct marketing.

如你不希望受託人本身使用你們的個人資料於直接促銷中，請在此項左邊的方格內加上剔號(「✓」)。

The above represents your present choice whether or not to receive direct marketing contact or information on MPF related products, benefits or services. This replaces any choice communicated by you to the Trustee prior to this application.

以上代表你們目前是否希望收到強積金相關產品、利益或服務的直接促銷聯繫或資訊的選擇，並取代你們於本申請前向受託人傳達的任何選擇。

You should check (“✓”) in the box on the left side of this item if you do not wish the Sponsor itself to use your personal data in direct marketing.

如你不希望保薦人本身使用你們的個人資料於直接促銷中，請在此項左邊的方格內加上剔號(「✓」)。

The above represents your present choice whether or not to receive direct marketing contact or information on MPF related products, benefits or services. This replaces any choice communicated by you to the Sponsor prior to this application.

以上代表你們目前是否希望收到強積金相關產品、利益或服務的直接促銷聯繫或資訊的選擇，並取代你們於本申請前向保薦人傳達的任何選擇。

After an employer ceases to participate in the Scheme, the Trustee and the Sponsor shall continue to hold data relating to such Employer and/or its contact person for a period of 7 years or such other period as prescribed by applicable laws and regulations.

當僱主不再參加本計劃後，受託人及保薦人會繼續持有有關該名僱主及/或其聯絡人的資料7年或按照有關法律和法規所規定的期限。

We hereby apply to join the BEA (MPF) Value Scheme and confirm that we have received, read and understood the above personal information collection statement and the Explanatory Memorandum of the BEA (MPF) Value Scheme and undertake to be bound by them.

我們茲申請加入東亞(強積金)享惠計劃，並確認我們已接獲、細閱及了解上述東亞(強積金)享惠計劃的個人資料收集聲明及說明書，並承諾受其約束。

Accepted and agreed by the Employer  
僱主接納及同意

Accepted and agreed by the Trustee  
For and on behalf of  
Bank of East Asia (Trustees) Limited  
受託人接納及同意  
代表東亞銀行(信託)有限公司

Accepted and agreed by the Sponsor  
For and on behalf of  
The Bank of East Asia, Limited  
保薦人接納及同意  
代表東亞銀行有限公司

Authorised Signature(s) with Company Chop

授權簽署及公司印章

Date

日期：

Authorised Signature(s)

授權簽署

Date

日期：

Authorised Signature(s)

授權簽署

Date

日期：

### Checklist for documents to be enclosed 所需文件備忘

- Copy of the latest Business Registration Certificate 最近的商業登記證副本
- Copy of the latest Certificate of Incorporation (if applicable) 最近的公司註冊證書副本(如適用)
- Copy of HKID / Passport for each authorised person / directors of limited company / sole proprietor or partners of unlimited company 每一授權人/有限公司董事/獨資經營者/公司合夥人之香港身份證/護照副本
- Form MPF(S) – P(E) – Participating employer’s request for fund transfer form (if applicable) MPF(S) – P(E) 號表格 – 參與僱主資金轉移申請表格(如適用)

Attended By  
中介人姓名：

MPF Intermediary Registration No.  
強積金中介人註冊編號：

Checklist for documents to be enclosed  
給予客戶文件備忘

- Explanatory Memorandum 說明書
- Illustrative Fee Example 費用解說例子
- On-Going Cost Illustrations 持續成本列表

Representing (Name of Corporate Intermediary):  
所代表之中介人公司名稱

Authorised Signature(s) of the Corporate  
Intermediary (with Company Chop):  
中介人公司授權簽署及公司印章

Name of Branch / Broker:  
分行或經紀人姓名

Branch / Broker Code:  
分行或經紀人編號

Seller I.D. :  
銷售號碼

Industry Code :  
行業編號