

恒生商務卡服務修訂表

Hang Seng Commercial Card Service Amendment Form

致：恒生銀行有限公司（「恒生」）
To: Hang Seng Bank Limited ("Hang Seng")

請用正楷填寫，並在適當方格內加上“√”。請將表格填妥及簽署，並連同所需文件(如適用)寄回九龍中央郵政局郵箱74147號或交回任何一間恒生商務理財中心或分行。

Please complete in BLOCK LETTERS and “√” where appropriate. Please return the completed and signed form by post to P.O. Box 74147 Kowloon Central Post Office or to any Hang Seng Business Banking Centre/branch.

日期(日/月/年)
Date(DD/MM/YY)

甲部 Part A — 申請機構資料 Information of the Applicant	
申請機構名稱 Name of Applicant	
聯絡人姓名 Name of Contact Person	聯絡電話號碼 Contact Tel. No.
商業登記證號碼 B.R. No.	公司註冊證明書號碼(如為有限公司) C.I. No. (for limited company)

乙部 Part B — 指示 Instructions			
(I) 更改信用額 Change of Credit Limit			
<input type="checkbox"/> 申請機構欲申請更改以下恒生商務卡之信用額: The Applicant applies for the change of credit limit for the following Hang Seng Commercial Card(s):			
被授權持卡人姓名 Name of Authorised Card User	恒生商務卡號碼 Hang Seng Commercial Card No.	建議之新信用額 Proposed New Credit Limit	更改信用額有效期 Effective Period for Change of Credit Limit
	- - -	HKD/CNY	<input type="checkbox"/> 永久 Permanent
	- - -	HKD/CNY	<input type="checkbox"/> 臨時: Temporary:
	- - -	HKD/CNY	由 From _____ 至 to _____

擔保人資料 Guarantor Information				
如更改信用額，需提供擔保人資料，請於下列填寫擔保人資料。(如申請機構屬有限公司請於遞交申請之前完成並簽署隨附之擔保書。) For Change of Credit Limit, please provide Guarantor's information in the below section. (Please complete and sign the "Notice to Individual Guarantor(s) executing a Guarantee to support an application for Hang Seng Commercial Card Service Amendment by a limited company" attached upon submission of application if the Applicant is a limited company .)				
		東主/合夥人/擔保人 1 Sole Proprietor/Partner/Guarantor 1	東主/合夥人/擔保人 2 Sole Proprietor/Partner/Guarantor 2	東主/合夥人/擔保人 3 Sole Proprietor/Partner/Guarantor 3
稱謂 Title		<input type="checkbox"/> 先生 <input type="checkbox"/> 小姐 <input type="checkbox"/> 太太 <input type="checkbox"/> 女士 Mr Miss Mrs Ms	<input type="checkbox"/> 先生 <input type="checkbox"/> 小姐 <input type="checkbox"/> 太太 <input type="checkbox"/> 女士 Mr Miss Mrs Ms	<input type="checkbox"/> 先生 <input type="checkbox"/> 小姐 <input type="checkbox"/> 太太 <input type="checkbox"/> 女士 Mr Miss Mrs Ms
英文姓名 Name in English	姓氏 Surname			
	名稱 Given Name			
中文姓名 Name in Chinese				
國籍(國家/地區) Nationality(country/region/territory)				
香港身份證/護照號碼(請附副本) HKID Card/Passport No. (please attach copy)				
出生日期(日/月/年) Date of Birth(DD/MM/YYYY)				
職位 Position				
持股量/權益 Shareholding/Ownership		%	%	%

乙部 Part B — 指示(續) Instructions (Cont.)			
(I) 更改信用額(續) Change of Credit Limit (Cont.)			
擔保人資料(續) Guarantor Information (Cont.)			
	擔保人 Guarantor 1	擔保人 Guarantor 2	擔保人 Guarantor 3
手提電話 ⁺ Mobile Phone No. +	()	()	()
辦公室電話 ⁺ Office Tel. No. +	()	()	()
現時住址 Current Residential Address (請提供地址證明文件) (Please provide address proof)			
⁺ 聯絡電話號碼 - 請提供最少兩項；必須提供手提電話號碼及辦公室電話號碼。 ⁺ Please provide at least 2 contact telephone numbers; Mobile Phone Number and Office Telephone Number MUST be provided.			
注意事項: Important Note: 如欲提升信用額，請注意以下事項並附以下文件副本： If the Applicant requests for credit limit increase, please take note of the below important note and attach below copy(ies): <ol style="list-style-type: none"> 申請機構最近3個月之其他銀行月結單 Other bank statements of the Applicant for past 3 months 申請機構最近由稅務局發出之利得稅稅單/最近18個月經審核之財務報告/最近12個月之財務報表 Latest Profits Tax Demand Note from the Inland Revenue Department/audited financial statements (within 18 months)/management accounts (within 12 months) of the Applicant 其他資產證明(如：定期存款通知書、樓宇按揭證明等) Other asset proofs (e.g. Time Deposit advice(s), Mortgage Loan statement(s) and etc.) 如申請機構是有限公司，擔保人必須擁有申請機構最少百分之五十最終實益擁有權，並於遞交本申請表格時簽署及提供有關擔保文件。 Where the Applicant is a limited company, guarantee from person(s) who has/have at least 50% ultimate beneficial ownership of the Applicant is required. The Guarantee has to be signed and submitted at the time of submitting this application form. 恒生保留要求提供其他證明文件之權利。 Hang Seng reserves the right to request further supporting documents.			
(II) 拒絕信用限額過額或取消拒絕信用限額過額安排 Opt-out for Overlimit or Cancellation of Opt-out for Overlimit Request			
<input type="checkbox"/> 申請機構欲申請更改以下恒生商務卡之信用限額過額安排： The Applicant <u>applies</u> for the change of credit card's overlimit arrangement for the following Hang Seng Commercial Card(s):			
被授權持卡人姓名 Name of Authorised Card User	恒生商務卡號碼 Hang Seng Commercial Card No.	信用卡之信用限額過額安排 Credit Card's Overlimit Arrangement	
		拒絕信用限額過額 Opt-out for Overlimit	或 Or 取消拒絕信用限額過額 Cancellation of Opt-out for Overlimit
	- - -	<input type="checkbox"/> 是 Yes	<input type="checkbox"/> 是 Yes
	- - -	<input type="checkbox"/> 是 Yes	<input type="checkbox"/> 是 Yes
	- - -	<input type="checkbox"/> 是 Yes	<input type="checkbox"/> 是 Yes
注意事項: Important Note: <ol style="list-style-type: none"> 當客戶進行信用卡交易而遇上可用信用限額不足時，恒生或會因應客戶的紀錄容許信用卡過額而讓交易順利進行，惟客戶須繳付過額費用(若戶口之結欠(不包括由恒生收取之費用)超逾信用限額HK\$180(適用於港元商務卡/公司卡)/CNY180(適用於人民幣商務卡)或以上，則須繳付每卡每月HK\$180/CNY180過額費用)。如客戶不欲因信用卡交易引致超逾信用限額，請於「拒絕信用限額過額」有關空格填上「√」號。 Hang Seng may, with reference to the record of customer, allow the credit limit of the credit card account to exceed the prescribed credit limit ("overlimit") to facilitate credit card transactions. However, an overlimit fee will be levied (An overlimit fee of HK\$180 (for HKD Commercial Card/Business Card) /CNY180 (for RMB Commercial Card) per card per month will be charged if the outstanding balance (excluding fees and charges charged by Hang Seng) exceeds the prescribed credit limit by HK\$180/CNY180 or above). If customer does not wish to have this overlimit facility, please put tick(s) ("√") in the relevant box(es) in the "Opt-out for Overlimit" section. 如已申請拒絕信用限額過額之客戶欲更改有關安排，請於「取消拒絕信用限額過額」有關空格填上「√」號。 If customer would like to change the "Opt-out for Overlimit" arrangement for any credit card account that has been opted-out for overlimit, please check ("√") in the relevant box(es) in the "Cancellation of Opt-out for Overlimit" section. 			

乙部 Part B — 指示(續) Instructions (Cont.)	
(II) 拒絕信用限額過額或取消拒絕信用限額過額安排(續) Opt-out for Overlimit or Cancellation of Opt-out for Overlimit Request (Cont.)	
<p>3. 如客戶選擇「拒絕信用限額過額」服務，意指客戶要求恒生停止指定信用卡戶口進行引致信用限額過額之信用卡交易。客戶明白此要求一經恒生接納，信用卡交易將有機會因可用信用限額不足而未能完成，包括但不限於定期支賬交易如：保險費，電訊服務月費，以自動轉賬支付之賬項等。客戶明白及同意如客戶或第三者因此而引致或遭受任何損失或不便，恒生概不負責。</p> <p>If customer chooses the "Opt-out for Overlimit" service, it means that the customer requests Hang Seng to stop credit card transactions that will make the specified credit card account being overlimit. The customer understands that credit card transactions, <u>including but not limited to recurring transactions such as insurance premium, telecommunication monthly service fee, autopay transactions etc.</u>, may be declined due to insufficient available credit limit once Hang Seng has accepted the request. The customer understands and agrees that Hang Seng will not be liable for any loss or inconvenience that the customer or any third party may suffer due to this arrangement.</p> <p>4. 為免因信用卡之可用信用限額不足而引致交易未能順利完成，客戶可填寫本表格「乙部(I)更改信用額」申請提升信用限額，並於填妥後交回恒生以作安排。恒生保留提升信用限額之最終決定權。</p> <p>To avoid credit card transactions being declined due to insufficient available credit limit, customer may fill out the "Part B(I) - Change of Credit Limit" of this form to apply for credit line increase. Hang Seng reserves the final decision for the approval of credit line increase.</p> <p>5. 部分信用卡之交易有機會未能因客戶選擇上述「拒絕信用限額過額」安排而停止進行，包括但不限於：自動轉賬方式直接支取信用卡戶口之交易、八達通自動增值服務之增值金額、透過Visa payWave、MasterCard Contactless 及 Mobile Payment 服務付款之交易、已獲批核但延遲誌賬之交易等，惟若客戶之信用卡戶口因此情況而超過信用限額並已選擇上述安排，恒生將不會收取過額費用。</p> <p>Some credit card transactions may not be stopped even though the customer has applied the "Opt-out for Overlimit" arrangement. These credit card transactions include but not limited to autopay transactions that will be posted to the credit card directly, Octopus Automatic Add Value Service reloading amount, transactions made by Visa payWave, MasterCard Contactless and Mobile Payment Service, late posting of authorised transaction etc. However, the overlimit fee will not be levied if the credit card account exceeds the credit limit due to these transactions and the above arrangement has been chosen.</p> <p>6. 若已申請「拒絕信用限額過額」之信用卡戶口，如因有關銀行服務收費而引致信用限額過額，恒生並不會收取過額費用。</p> <p>If customers have applied for "Opt-out for Overlimit", Hang Seng will not charge any overlimit fee if the credit card account exceeds a credit limit solely because of fees and charges charged by Hang Seng.</p> <p>7. 恒生將以專函通知客戶有關「拒絕信用限額過額」或「取消拒絕信用限額過額」安排之結果。</p> <p>Hang Seng will notify the customer the result of the "Opt-out for Overlimit" or "Cancellation of Opt-out for Overlimit" request by post.</p>	
(III) 更改現金透支服務 Change of Cash Advance Facilities	
<p><input type="checkbox"/> 申請機構欲授權以下被授權持卡人憑其恒生商務卡享有現金透支服務： The Applicant <u>authorises</u> the following Authorised Card User(s) with the respective Hang Seng Commercial Card(s) to obtain cash advance facilities:</p> <p><input type="checkbox"/> 申請機構欲取消以下恒生商務卡被授權持卡人現金透支服務： The Applicant <u>cancels</u> the cash advance facility(ies) available to the following Authorised Card User(s) with the respective Hang Seng Commercial Card(s):</p>	
被授權持卡人姓名 Name of Authorised Card User	恒生商務卡號碼 Hang Seng Commercial Card Number
	- - -
	- - -
	- - -
<p>注意事項： Important Note:</p> <p>如為新申請之現金透支服務，被授權持卡人將收到與現有卡號碼相同之新發出商務卡，被授權持卡人可透過自動櫃員機提取現金。新商務卡將透過郵遞寄出或於指定分行領取。收到新卡時，請立即將舊卡銷毀。</p> <p>For new application of Cash Advance Facilities, a new commercial card with same card account number will be issued to Authorised Card User. Authorised Card User can withdraw cash via ATM. New commercial card will be mailed to Authorised Card User or collected at designated branches. Upon receiving the new card, please destroy the old card immediately.</p>	

乙部 Part B — 指示(續) Instructions (Cont.)	
(IV) 委任授權簽署人士(續) Appoint Authorised Signatory (適用於委任授權簽署人士處理所有申請機構名下之恒生商務卡戶口) (Only applicable to authorise Authorised Signatory to manage all Hang Seng Commercial Card account(s) under the Applicant)	
董事會決議案 Board Resolution	
選錄自現位於(地址) _____ 之(申請機構名稱) _____ (本申請機構) 於 _____ 年 _____ 月 _____ 日之董事會會議記錄。	
Extracts from the Minutes of a Meeting of the Board of Directors of _____ _____ (the Applicant) situated at _____ _____ (Office Address) held on _____ (Day) _____ (Month) _____ (Year).	
於上述日期由申請機構董事通過 Passed by the Directors of the Applicant on the date above: 鑑於申請機構擬向恒生銀行有限公司(「恒生」)申請領取由恒生應申請機構之要求所發出之恒生商務World Mastercard/銀聯人民幣鑽石商務卡(「商務卡」)以提供財務融通便利予申請機構職員及/或代理人，並 Whereas, the Applicant desires to obtain financial accommodation from Hang Seng Bank Limited ("Hang Seng") pursuant to the use of a number of Hang Seng Commercial World Mastercard/UnionPay RMB Diamond Commercial Card (the "Commercial Card") to be issued by Hang Seng at the Applicant's request to the officers and/or agents of the Applicant; and 鑑於申請機構擬授權其職員及/或代理人使用該等商務卡(包括但不限於使用該等商務卡或其中任何一張取得現金透支及免息分期付款計劃)作為與申請機構業務有關之用途，並 Whereas, the Applicant intends to authorise its officers and/or agents to use such Commercial Card(s) (including but not limited to obtain cash advance and Interest-free Instalment Plans by use of such Commercial Card(s) or any of them) for and in connection with the Applicant's business; and 鑑於申請機構得先行同意承擔所有使用商務卡之責任並負責償還因使用商務卡所引致之全部債務，否則恒生不會發出該等商務卡(無論該等使用或債務是否曾經獲得申請機構授權)。 Whereas, Hang Seng will not extend such accommodation by issuing such Commercial Card(s) unless the Applicant agrees to assume full liabilities for the use of such Commercial Card(s) or any of them, and to pay Hang Seng for all indebtedness incurred by use of such Commercial Card(s) or any of them, whether such use or indebtedness was authorised or unauthorised by the Applicant.	
通過決議如下： It is resolved that:	
1. 申請機構茲在此議決由下文第(2)點內所授權之人士(以下簡稱「獲授權簽署人士」)向恒生申請所需數目之商務卡以供申請機構職員及/或代理人使用，並明白現有紀錄之獲授權簽署人士(如適用)將立即被其取替。 The Applicant applies to Hang Seng for the issuance of a sufficient number of Commercial Card(s) as, in the judgment of the officer(s) and/or agent(s) authorised in paragraph (2) below ("the Authorised Signatory(ies)"), the Applicant may require; the Applicant understands the below Authorised Signatory will replace the existing Authorised Signatory record in Hang Seng, if any, with immediate effect.	
2. 同時更議決授權、指令及賦權予 _____ (_____) (請於橫線上填寫獲授權簽署人士之姓名，並在括號內填寫其香港身份證/護照號碼)以申請機構名義(甲)不時向恒生申請發出其認為適當數目的商務卡；及(乙)簽署所需的申請表格予恒生；及(丙)在恒生批准及在其絕對酌情權下，申請更改個別商務卡之信用限額；及(丁)處理任何有關由恒生所發出之商務卡之事宜，而且申請機構承諾會接受全部責任及支付所有由獲授權簽署人士代表申請機構向恒生申請並獲發給商務卡的個別職員及/或代理人因使用該商務卡所引致的債項(不論該等使用是否已獲申請機構授權)。 _____ (_____) (Please input the name(s) of the Authorised Signatory(ies) on the line and their respective HKID Card/Passport No.in the bracket.) be and is/are authorised, directed and empowered, in the name of the Applicant, (a) to apply to Hang Seng from time to time for the issuance of such number of Commercial Card(s) as such Authorised Signatory(ies) consider(s) appropriate; and (b) to execute such application forms as Hang Seng may require; and (c) to apply, subject to Hang Seng's approval at its entire discretion, for the change of credit limit of each of the Commercial Card(s) issued; and (d) to handle all other matters in relation to the Commercial Card(s) issued by Hang Seng, and that the Applicant undertakes to accept full responsibility and to pay all indebtedness which may be incurred by the use (whether authorised by the Applicant or not) of all or any such Commercial Card(s) by the respective officer(s) and/or agent(s) of the Applicant to which they are issued as requested by the said Authorised Signatory(ies) on behalf of the Applicant.	
授權簽署人士姓名： Name of Authorised Signatory:	授權簽署人士簽名式樣 Authorised Signatory Signature <div style="text-align: center; font-size: 2em; font-weight: bold;">X</div>
3. 同時更議決承認透過上述第(2)點所指定的獲授權簽署人士不時代表申請機構根據本決議的條文所填報及簽署的申請表格，及接受現行規限使用商務卡之會員合約(包括免息分期付款計劃章則及特定商戶免息分期計劃章則)，並受其後可能作出之修訂所約束。 The Cardmember Agreement (including the Terms and Conditions for Interest-free Instalment Plan and Terms and Conditions for Selected Merchant Interest-free Instalment Plan) in force from time to time governing the use of such Commercial Card(s) be and is approved and accepted, such approval and acceptance to be conclusively evidenced by the completion and execution of the relevant application form(s) from time to time by such Authorised Signatory(ies) as specified in paragraph (2) above for and on behalf of the Applicant in accordance with the terms of these Resolutions.	

乙部 Part B – 指示(續) Instructions (Cont.)	
(IV) 委任授權簽署人士(續) Appoint Authorised Signatory (Cont.) (適用於委任授權簽署人士處理所有申請機構名下之恒生商務卡戶口) (Only applicable to authorise Authorised Signatory to manage all Hang Seng Commercial Card account(s) under the Applicant)	
董事會決議案(續) Board Resolution (Cont.)	
<p>4. 同時更議決承認透過上述第(2)點所指定的獲授權簽署人士不時代表申請機構根據本決議的條文所填報及簽署的申請表格，同意及接受商務卡申請表格所載之不時修訂之聲明所約束。 The Declarations as set out in the application form of Commercial Card as may be amended from time to time is approved and accepted, such approval and acceptance to be conclusively evidenced by the completion and execution of the relevant application form(s) from time to time by such Authorised Signatory(ies) as specified in paragraph (2) above for and on behalf of the Applicant in accordance with the terms of these Resolutions.</p> <p>5. 同時更議決將本決議案送交恒生，除在恒生收到由申請機構董事會通過另一修改決議案及由董事會主席(其必須為董事)及公司秘書或其他一位申請機構董事簽證抄本之前，本決議案仍屬有效。 These Resolutions be communicated to Hang Seng and remain in force until an amended resolution shall be passed by the Board of Directors of the Applicant and a copy certified by the chairman who must be a director and either the Company Secretary or one other director of the Applicant shall have been received by Hang Seng.</p> <p>謹此證明上述決議案乃摘錄自申請機構董事會之會議紀錄，並已依照申請機構之公司組織文件獲正式通過。 The above is/are certified to be true extract(s) from the Minutes of a Meeting of the Applicant's Board of Directors and that it/they was/were duly passed in accordance with the Applicant's constitutional documents.</p>	
董事會主席(必須為董事)* Chairman of the Meeting (must be a Director)*	公司秘書或董事* Company Secretary or Director*
X	X
姓名 Name	姓名 Name
日期 Date	
<p>* 若董事/公司秘書為有限公司，則需該有限公司蓋印，並遞交該有限公司對本申請之有關董事會決議案。否則，並不需要申請機構之公司蓋印。 * If the director/company secretary is a limited company, company chop of that company is required and please submit the relevant Board Resolutions in regard to this application. Otherwise, no company chop of the Applicant is required.</p> <p>備註：如申請機構之資料包括但不限於公司名稱、公司地址、實益擁有人、所持有之投票權或股本比率等有所更改，請透過客戶經理、商務理財中心或致電24 Notes: 小時「商伴同恒」服務專線 2198 8000 通知恒生。 For any changes on the Applicant information including but not limited to company name, company address, beneficial ownership, control of account and shares of capital, etc, please contact your relationship manager, any of our business banking centre or call 24-hour Business Partner Direct at 2198 8000.</p>	
(V) 卡面列印公司標誌設定 Setting for Printing of Company Logo on Card (只適用於恒生商務World Mastercard/Visa白金商務卡 only applicable to Hang Seng Commercial World Mastercard/Visa Platinum Commercial Card)	
<input type="checkbox"/> 申請機構欲於卡面列印公司標誌。 The Applicant <u>applies</u> for the Printing of Company Logo on Card.	
<input type="checkbox"/> 申請機構欲取消於卡面列印公司標誌服務。 The Applicant <u>cancels</u> the Printing of Company Logo on Card.	
<p>注意事項: Important Note:</p> <p>如欲於卡面列印公司標誌，申請機構需負責提供其公司商標(「商標」)，以供印刷於恒生商務World Mastercard/Visa白金商務卡上。申請機構保證及聲明申請機構有十足權力使用該商標，及授權恒生使用該商標作上述之用途。申請機構再保證及聲明使用該商標並不會違反任何第三者擁有之專利、商標、版權、獨家代理權或任何其他權利，或於任何時間生效之法例條文或規例。申請機構需就恒生因有關之使用或違反而涉及之一切費用、支出、賠償、法律責任、索償及損失作全數彌償。若申請機構於卡面列印公司標誌，所有發予同一申請機構之恒生商務World Mastercard/Visa白金商務卡均會印有相同之商標。每張恒生商務World Mastercard /Visa 白金商務卡將收取每年HKD100元行政費。申請機構需將商標透過電郵can.bbd.ccd@noexternalmail.hsbc.com傳送給恒生，請於電郵列明(1)公司之商業登記證號碼或公司註冊證明書號碼(如屬有限公司)；(2)公司名稱；(3)聯絡電話號碼，請以公司名命名檔案名稱，並符合以下要求：(i)檔案類型：JPEG；(ii)檔案大小：小於60kb；(iii)商標顏色：黑/白色；(iv)商標大小：小於8mm(高) x 23mm(闊)。</p> <p>If the Applicant applies for the Printing of Company Logo on Card, the logo ("Logo") shall be provided for imprinting on the Hang Seng Commercial World Mastercard/Visa Platinum Commercial Card(s). The Applicant warrants and represents that the Applicant has the full right and power to use the Logo and authorises Hang Seng to use the Logo in the foregoing manner. The Applicant further warrants and represents that such use of the Logo will not violate any patents, trademarks, copyrights, sole agency rights or any other rights of any third parties or any legislative provisions or regulations in force at any time. The Applicant shall fully indemnify Hang Seng against all costs, expenses, damages, liabilities, claims and losses arising out of such use and/or violations. Once enrolled for the Printing of Company Logo on Card service, all Hang Seng Commercial World Mastercard/Visa Platinum Commercial Cards issued to the same Applicant will carry the same Logo. HKD100 annual administration fee will be charged for each Hang Seng Commercial World Mastercard/ Visa Platinum Commercial Card. The Logo should be sent to Hang Seng via email can.bbd.ccd@noexternalmail.hsbc.com, please specify the following information in the email (1) Business Registration number or Company Registration number (applicable to limited company); (2) Company name; (3) Contact phone number, please use company name as the file name and fulfill the following requirements: (1) File Format: JPEG; (2) File Size: Less than 60kb; (3) Logo Color: Black/white; (4) Logo Size: Less than 8mm (high) x 23mm (wide).</p>	

丙部 Part C — 聲明及簽署 Declarations & Signature

- 申請機構、每名被授權持卡人及每名擔保人(如適用)證實本表格內所提供之資料全屬正確及完備，並同時明白、知悉及同意上述更改服務申請須經過恒生之最終審批才予以確認，恒生成有權拒絕上述申請而毋須給予任何理由。
The Applicant, each Authorised Card User and each Guarantor (if applicable) confirm that the information on this form is true and correct and understand, acknowledge and agree the above application of service(s) amendment is subject to the final approval by Hang Seng prior to confirmation. Hang Seng reserves the right to reject the above application(s) without giving any reason.
- 申請機構、每名被授權持卡人及每名擔保人(如適用)同意受上述相關注意事項之詳情所約束。
The Applicant, each Authorised Card User and each Guarantor (if applicable) agree to be bound by the details as specified in the relevant Important Note(s) above.
- 申請機構就本申請表格之條文向恒生呈案及維持有效，直至作出修訂及以恒生不時指定之方式通知恒生。
The provisions of this application form are communicated to Hang Seng by the Applicant and remain in force until amended and noticed to Hang Seng in such manner as Hang Seng may prescribe from time to time.
- 申請機構及每名被授權持卡人(如適用)確認上述更改服務申請不是由第三方轉介。
The Applicant and each Authorised Card User (if applicable) confirm that the above application of service(s) amendment was not referred by a third party.
- 申請人承諾通知恒生如(A)申請人現時(或於過去12個月內)為恒生或其附屬公司(註)之董事、行政總裁或主要股東；或任何上述之董事、行政總裁或主要股東之配偶、同居者、擁有血緣關係、通過婚姻或領養的親屬，或任何在此(A)項條文所述之人士之信託的受託人；或(B)(如申請人屬企業實體或其他公司)在上述(A)項條文所提及之任何人士(a)在申請人的股東大會或會員大會擁有或控制30%或以上表決權；或(b)控制申請人董事會或管治會議中的大部分組成成員。恒生需要上述資料以遵守上市規則。
(註)「附屬公司」一詞應依照經不時修訂及補充之《公司條例》(香港法律第622章)的定義。
The Applicant undertakes to advise Hang Seng if (A) the Applicant is currently (or was during the last twelve months) a director, chief executive or substantial shareholders of Hang Seng or its subsidiaries(Note); or he or she is a spouse, partner, relative by blood, marriage or adoption, or a trustee of a trust to the people mentioned in this sub-clause (A); OR (B) (if the Applicant is a business entity or other company) any persons mentioned in the above sub-clause (A) either (a) has 30 percent or more voting power in the Applicant's general meeting or members meeting; or (b) control the composition of the majority of the Applicant's board or governance meetings. Hang Seng Bank Limited requires the above information to comply with the Listing Rules.
(Note): "subsidiary" has the same meaning as in the Companies Ordinance (Cap. 622 of the Laws of Hong Kong) as amended and supplemented from time to time.
- 各擔保人確認(i)其未嘗持有任何因拖欠還款而被取消之信用卡；(ii)其現時並無任何逾期而未償還之債務；及(iii)其並無接獲任何破產令及其未有進行或意圖申請破產。
Each guarantor confirms that (i) he/she did not hold any credit card that was cancelled due to default payment; (ii) he/she currently does not have any overdue payment in respect of any of that guarantor's indebtedness; and (iii) there is no bankruptcy order made against he/she is not in the process of petitioning for bankruptcy nor has any intention to do so.
- 本人(等)確認並同意：
I/We acknowledge and agree that:
 - 在受限於下文第(ii)條規定的前提下，本人(等)應恒生的要求所提供有關本人(等)的任何資料，或於本人(等)與恒生進行交易過程中被收集的有關本人(等)的任何資料，均可披露予任何其他機構或任何債務追收代理、信貸資料服務機構或類似服務提供者，或由之使用及保存，以達到核證該等資料的目的，或以達到向上述機構向其他機構提供該等資料；(1)以便其他機構可以對本人(等)進行信貸及其他狀況調查；(2)以達到在本人(等)作為借款人或擔保人而出現失責之時，對任何債務作出合理監控的目的；及/或(3)協助該等機構追討欠款的目的。
Subject to sub-paragraph (ii) below, any information with respect to me/us which is provided by me/us at the request of Hang Seng or collected in the course of dealings between me/us and Hang Seng may be disclosed to, or used and retained by, any other institution or any debt collection agency, credit reference agencies or similar service provider for the purpose of verifying such information or enabling them to provide such information to other institutions (1) in order that they may carry out credit and other status checks in respect of me/us; (2) for the purposes of reasonable monitoring of any indebtedness while there is a current default by me/us as borrower or guarantor and/or (3) to assist them in collecting debts.
 - 我們會對您進行信用檢查，這可能涉及我們以「多家個人信貸資料服務機構模式」向我們所選的信貨資訊服務機構提供您的信貸資料。我們已委託環聯及平安金融壹帳通徵信服務(香港)有限公司作為我們選定的信貸資訊服務機構，並或會委託其他信貸資訊服務機構，以提供消費者信貸資訊服務並作為協助我們評估信貸申請及作出信貸決定。如果我們在過去30個工作天內拒絕了您的信貸申請，您可以免費向我們選定的信貸資訊服務機構索取報告副本。您有權每12個月向我們所選的信貨資訊服務機構免費取得一份信貸報告。聯絡方法可在我們選定的信貸資訊服務機構的網站或我們的客戶服務熱線查閱。
We will perform credit checks on you which may involve us providing your credit data to our selected credit reference agencies ("CRA") under the Multiple Credit Reference Agencies Model (the "Model"). We have engaged TransUnion and PingAn OneConnect Credit Reference Services Agency (HK) Limited as our selected CRAs and may engage other CRA(s) for the provision of consumer credit reference service, to facilitate our assessment of the credit facility applications and credit decision-making. You may request for a copy of the credit report from our selected CRAs free of charge if we have rejected your credit application within the past 30 business days. You may also request for a credit report from each selected CRA without charge in any 12-month period. Contact details may be found on public websites of our selected CRAs or through our customer service hotline.
除了所選的信貨資訊服務機構，有關貸款資料或會與「第一類特別成員」分享，即根據香港法律第41章《保險條例》第8(1)(a)或8A(1)(a)授權進行保險業務的保險人或其附屬公司，可在有需要時及符合《個人信貸資料實務守則》所允許的用途下使用個人信貸資料。
Apart from our selected CRAs, such credit data may also be shared with a "Type One Special Member", meaning an insurer or a subsidiary of an insurer authorized under Section 8(1)(a) or 8A(1)(a) of the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong) to carry on insurance business with the need to use consumer credit data for purposes permitted under the Code of Practice on Consumer Credit Data.
 - 如本人(等)為有限公司：(1)本人(等)可向恒生提前90天，以書面形式發出撤銷上文第(i)條所載同意的通知書。(2)假如本人(等)根據第(ii)(1)條的規定，發出通知書以撤銷在第(i)條項下所作出的同意：(01)恒生可以繼續依據第(i)條的規定披露資料，直至在第(ii)(1)條項下的撤銷通知書之通知期屆滿為止，惟須受限於下文第(06)及(07)條的規定；(02)恒生可以通知其依據第(i)條獲准向之披露資料的全體人士，本人(等)已依據第(ii)(1)條發出撤銷通知書的事實；(03)恒生可以將送達恒生的撤銷通知書，當作同樣適用於本人(等)以前就其獲授予的所有其他信貸額度(包括租賃或租購貸款)向恒生所作出的同意處理；(04)在適用於有關信貸額度之章則及條款規限下，恒生可以由其通知的生效日期起，終止授予本人(等)的全部或任何部分貸款或任何其他信貸額度；(05)信貸資料服務機構或類似服務提供者可以繼續將由恒生所提供的資料存檔及作內部用途，但該等資料不得披露予尋求信貸報告的其他機構；(06)儘管本人(等)已按照上文第(ii)(1)條的規定撤銷同意，恒生仍可繼續向信貸資料服務機構或類似服務提供者，提供有關租賃及租賃交易及授予批發商及零售商作為購入存貨之用的融資貸款的資料；及(07)儘管本人(等)已按照上文第(ii)(1)條的規定撤銷同意，信貸資料服務機構或類似服務提供者仍可以繼續提供有關租賃及租賃交易及授予批發商及零售商作為購入存貨之用的融資貸款的資料及屬於公眾紀錄的資料。
If we are a limited company: (1) We may by giving Hang Seng 90 days' notice in writing revoke the consent contained in sub-paragraph (i) above; (2) If we give notice to revoke the consent given pursuant to sub-paragraph (i) in accordance with sub-paragraph (ii)(1): (01) subject to (06) and (07) below, Hang Seng may continue to disclose information pursuant to sub-paragraph (i) until the notice of revocation given pursuant to sub-paragraph (ii)(1) expires; (02) Hang Seng may notify all persons to whom Hang Seng is permitted to disclose information pursuant to sub-paragraph (i) of the fact that a notice of revocation has been given pursuant to sub-paragraph (ii)(1); (03) Hang Seng may regard the notice of revocation served on Hang Seng as also applying to the consent we have previously given in respect of all other credit facilities (including hire purchase or leasing loans) granted to us by Hang Seng; (04) Hang Seng may terminate all or any part of the loan and any other facilities provided to us with effect from the date to be advised by Hang Seng, subject to the terms and conditions by which the relevant facilities are governed; (05) the credit reference agencies or similar service provider may continue to retain information provided to it by Hang Seng in its internal archive for its internal use but not for provision of such information to other institutions when they seek credit reports; (06) Hang Seng may continue to provide information relating to hire purchase and leasing transactions and loans to wholesalers and retailers to finance the acquisition of stock in trade to the credit reference agencies or similar service provider notwithstanding revocation of the consent referred to in paragraph (ii)(1) above; and (07) the credit reference agencies or similar service provider may continue to provide information relating to hire purchase and leasing transactions and loans to wholesalers and retailers to finance the acquisition of stock in trade and information which is a matter of public record notwithstanding the revocation of the consent referred to in paragraph (ii)(1) above.

丙部 Part C — 聲明及簽署(續) Declarations & Signature (Cont.)

7. (iv) 如本人(等)為全東或合夥公司,本人(等)可於悉數清償欠款(當中不涉及由恒生提供再融資貸款)而結束戶口時,指示恒生向信貸資料服務機構或類似服務提供者提出要求,從資料庫刪除有關戶口資料,惟是項指示需於結束戶口後5年內發出,而該戶口在緊接結束之前5年內並無拖欠超過60天的紀錄。
If I/we am/are a sole proprietorship or partnership, I/we may instruct Hang Seng, upon termination of an account by full repayment without any refinancing from Hang Seng, to make a request to the credit reference agencies or similar service provider to delete relevant account data from its database, so long as the instruction is given within 5 years after account termination and at no time did the account have a default in payment for a period in excess of 60 days within 5 years immediately before account termination.
- (v) 本人(等)需根據上述第(ii)及(iii)項條文的規定發出通知,否則即使本人(等)與恒生之戶口或客戶關係結束後五年內;或倘若出現逾期供款超過六十日,則在本人(等)結清拖欠超過六十日的欠款的日期之後五年內,本同意仍然維持有效,以較遲者為準。
Subject to sub-paragraphs (ii) and (iii) above, this consent shall remain in effect despite the termination of any of my/our account or borrowing relationship with Hang Seng for a period of five years thereafter; or if later, for the period of five years after the settlement following a payment default of more than sixty days.
- (vi) 本同意由本人(等)作出,或如本人(等)超過一人,本同意則由本人(等)各人個別作出。
This consent is given by me/us, or if we consist of more than one person, by each of us severally.
- (vii) 本同意乃附加於任何適用於本人(等)與恒生之間的賬戶及/或借貸關係的賬戶章則、條款及條件或其他合同及協議或文件所載的確認或同意,並對該等文件所載的確認或同意不構成任何影響。
This consent is in addition to and does not affect any agreement or consent contained in any account rules, terms and conditions or other contracts and agreements or documents governing any of my/our account and/or borrowing relationship with Hang Seng.
8. 倘已經或現時就本人(等)欠負恒生之任何或所有債務而發出以恒生為受益人之擔保/第三方抵押,本人(等)同意恒生可不時向各擔保人/提供第三方抵押人士提供任何其向本人(等)提供任何貸款/銀行融資/信貸安排之資料、詳情、文件或資訊(包括任何該等資料、戶口結單或還款要求),作為通知彼等根據有關擔保/第三方抵押下之法律責任。
In the case where a guarantee/third party security has been or is presently issued in Hang Seng's favour in respect of any or all liabilities of me/us owed to Hang Seng, I agree that Hang Seng may from time to time provide the guarantor/provider of third party security with any data, details, documents or information (including any Data, statement of account or demand for repayment) relating to any loan/banking/credit facilities extended by Hang Seng to me/us for the purpose of notifying the guarantor/provider of third party security of the liabilities under the guarantee/third party security.

註:本表格的中英文文本如有歧異,概以英文本為準。

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

借定唔借? 還得到先好借! To borrow or not to borrow? Borrow only if you can repay!

簽署 Signature(s)

東主/合夥人/唯一董事/董事/授權簽署人士/
被授權持卡人/擔保人
Sole Proprietor/Partner/Sole Director/Director/
Authorised Signatory/Authorised Card User/
Guarantor

(如屬授權簽署人士,須加蓋公司印章)
(for Authorised Signatory, please affix with company chop)

合夥人/董事/被授權持卡人/擔保人
Partner/Director/Authorised Card User/
Guarantor

合夥人/董事/被授權持卡人/擔保人
Partner/Director/Authorised Card User/
Guarantor

X

請用留存本行印鑑簽署

Please use signature(s)/chop(s) filed with the Bank

姓名

Name(s): _____

日期(日/月/年)

Date(DD/MM/YY): _____

S.V.

X

請用留存本行印鑑簽署

Please use signature(s)/chop(s) filed with the Bank

姓名

Name(s): _____

日期(日/月/年)

Date(DD/MM/YY): _____

S.V.

X

請用留存本行印鑑簽署

Please use signature(s)/chop(s) filed with the Bank

姓名

Name(s): _____

日期(日/月/年)

Date(DD/MM/YY): _____

S.V.

註:
Note:

- 請刪去不適用者。
Please delete if inappropriate.
- 如申請機構申請乙部指示項下第(I)/(II)/(III)選項,被授權持卡人須同時簽署此聲明。
If the Applicant applies for the item (I)/(II)/(III) under Part B Instructions Section, the relevant Authorised Card User(s) is/are also required to sign on these Declarations.
- 如申請機構屬全東商號,由東主簽署;如申請機構屬合夥組織,由所有合夥人簽署;如申請機構屬有限公司,由唯一董事或組織文件構成會議法定出席人數之每名董事簽署;及由各非東主/合夥人/唯一董事/董事之被授權持卡人及擔保人簽署。如申請機構於申請恒生商務卡時,已授權個別人士簽署處理其下商務卡之運作,則由該(等)授權簽署人士簽署並加蓋公司印章。如公司授權簽署人士同時為被授權持卡人,則須以不同身份分別在授權簽署人士(須加蓋公司印章)及被授權持卡人(無須加蓋公司印章)位置簽署。
These Declarations should be signed by the Sole Proprietor if the Applicant is a sole-proprietorship, all Partners if the Applicant is a partnership or the Sole Director/each of the Directors who constituted quorum of meeting in accordance with the constitutional documents of the Applicant if the Applicant is a limited company, and each of the Authorised Card User(s) who is/are not the Sole Proprietor/Partners/Sole Director/Director(s) and each guarantor(s). If the Applicant has assigned Authorised Signatory(ies) to handle all Commercial Card operating issues during application, the Authorised Signatory(ies) should sign with company chop. If a person who acts as both the Authorised Signatory and Authorised Card User, then, s/he is required to sign as the Authorised Signatory (with company chop) and the Authorised Card User (without company chop) in the respective positions.
- 如申請機構是有限公司,擔保人必須擁有申請機構最少百分之五十最終實益擁有權並提供擔保人之香港身份證/護照副本,並於申請獲批核後簽署有關擔保文件。
Where the applicant is a limited company, guarantee from person(s) who has/have at least 50% ultimate beneficial ownership of the Applicant and copy(ies) of HKID Card/Passport of the Guarantor(s) is required. Guarantee documents have to be signed upon approval of application.

Notice to Individual Guarantor(s) executing a Guarantee to support an application for Hang Seng Commercial Card Service Amendment by a limited company

Note: Please tick where applicable.

To: **HANG SENG BANK LIMITED (the "Bank")**

This Notice relates to the Hang Seng Commercial Card Service Amendment Form ("Service Amendment Form") completed by

as the applicant company (the "Applicant").

The Guarantee to be provided by the individual guarantor(s) undersigning this Notice (each an "Individual Guarantor") is only intended to guarantee the liabilities and obligations of the Applicant.

Personal Declaration by Individual Guarantor(s) as Director(s)/Principal Shareholder(s)/Principal Owner(s) of the Applicant

By signing this Notice, each of the Individual Guarantor(s):

1. acknowledges that the Bank will be relying on his/her representation in granting the facility to the Applicant;
2. understands that his/her data currently maintained with the Bank may be used for the purpose of processing the above-mentioned application;
3. certifies that he/she is a principal shareholder, a director or a principal owner of the Applicant (a principal owner means an owner of at least 50% of the ultimate beneficial ownership in the Applicant) as indicated in the signing block of this Notice; and
4. confirms that, where he/she has provided any guarantee or other security to the Bank with respect to the indebtedness of the Applicant, his/her guarantee or other security remains in full force and effect and continues to secure the indebtedness under any facilities granted under the above-mentioned application, and such liability under the guarantee or other security will not be discharged or affected by the Bank extending the facilities referred to in the above-mentioned application or by any other act, omission or circumstance which might discharge him/her to any extent.

Explanatory Notes to Individual Guarantor(s)

Note: Chinese version is available for reference upon request.

To: Hang Seng Bank Limited

You have been asked to sign a Guarantee in favour of Hang Seng Bank Limited (the "**Bank**") a copy of which is attached to this Explanatory Note.

THE BANK RECOMMENDS THAT YOU SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING THE GUARANTEE BUT RECOGNISES THAT YOU MAY NOT WISH TO DO SO. THIS EXPLANATORY NOTE IS INTENDED TO HELP YOU BY EXPLAINING SOME OF THE MAIN CLAUSES IN THE GUARANTEE. IF ANY OF YOU HAVE ALREADY PROVIDED THE BANK, OR IN FUTURE PROVIDE THE BANK, WITH SECURITY FOR YOUR OWN INDIVIDUAL LIABILITIES (INCLUDING WITHOUT LIMITATION ANY PROPERTY MORTGAGE), YOU SHOULD NOTE THAT SUCH SECURITY MAY ALSO SECURE YOUR LIABILITIES UNDER THE GUARANTEE. IF AFTER READING THE GUARANTEE AND THIS NOTE, THERE IS ANYTHING IN THE GUARANTEE ANY OF YOU DO NOT UNDERSTAND, OR YOU WANT ANY ADVICE ABOUT THE GUARANTEE OR THE CONSEQUENCES OF SIGNING IT, THEN YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING. PLEASE NOTE THAT YOU HAVE THE RIGHT TO CHOOSE TO PROVIDE THE BANK WITH AN UNLIMITED GUARANTEE (IN WHICH CASE YOU SHOULD INDICATE ON THE GUARANTEE THAT IT IS FOR "UNLIMITED AMOUNT") OR A LIMITED GUARANTEE (IN WHICH CASE YOU SHOULD INDICATE ON THE GUARANTEE THAT IT IS FOR "LIMITED AMOUNT").

The Main Provisions in the Guarantee are:

- The Guarantee makes you liable for all money, debts and liabilities owed by the person named as "the Principal" in the Guarantee. If you have indicated on the Guarantee that it is for "Unlimited Amount" (an Unlimited Guarantee) then your liability for the Principal's debts and liabilities will be unlimited. Where you have indicated on the Guarantee that it is for "Limited Amount" (a Limited Guarantee) then you are liable for the Principal's debts and liabilities up to the amount of the "Maximum Liability" as defined in the Guarantee. Those debts and liabilities can be overdrafts, loans, interest, fees, costs, charges, expenses or any other money owed by the Principal to the Bank, including money owed by the Principal jointly with any other person.
- If the Guarantee is signed by more than one person, the Guarantee makes you jointly and individually liable for all money, debts and liabilities owed by the person named as "the Principal" in the Guarantee and the Bank may claim all of the monies owing under the Guarantee from any one of you without having to claim those monies from all of you.
- Facilities made available by the Bank to the Principal will normally be repayable on demand. We may make demand under the Guarantee if the Principal fails to repay the Bank when the Principal should.
- If you do not pay the guaranteed monies to the Bank when they are due, the Bank may charge you interest on that overdue amount and any costs it incurs in recovering such monies from you. Under a Limited Guarantee, interest, fees, costs, charges and expenses are recoverable by the Bank and are included in the definition of "Maximum Liability".
- If the Guarantee is an Unlimited Guarantee, then the Bank, without needing to inform you or seek your permission, can change, renew or replace any loan or facility made available to the Principal as long as it does not involve any new or increased facilities or any variation to the nature of the facilities granted to the Principal. Should there be any new or increased facilities granted to the Principal or any variation to the nature of the facilities granted to the Principal, the Bank will inform you but will not be required to seek your permission.

- If the Guarantee is a Limited Guarantee, then the Bank, without needing to inform you or seek your permission, provided that the amount of the "Maximum Liability" as described in the Guarantee is not exceeded, can change, renew or replace any loan or facility made available to the Principal or grant any new or increased facilities to the Principal.
- You can serve three months' written notice to end the Bank's right to continue lending further money to the Principal secured by the Guarantee. That notice will be effective three months after receipt by the Bank. When that notice expires, you will, however, remain liable for whatever monies that are owed by the Principal or which the Bank is committed to advance to the Principal at that date, where you have provided an Unlimited Guarantee but only up to the "Maximum Liability" where the Guarantee is a Limited Guarantee.
- If there is more than one Guarantor under the Guarantee, the notice referred to above may be given by any one of you. The Bank will treat any such notice as terminating that person's liability without affecting or terminating the obligations or liability of any other person(s) who has/have not served notice of termination.
- The Bank may, without giving you any notice before doing so, use any money you have in any of your accounts with the Bank to pay your liabilities under the Guarantee.
- While any money is still owed by the Principal to the Bank, you or any of you cannot, without the permission of the Bank, either seek repayment of any money any of you pay to the Bank under the Guarantee from the Principal, or claim against any other security the Bank holds for the Principal's debts and liabilities.
- Each or any of you may not enforce any of the rights you would normally have against any other of you in connection with the Guarantee, until all the money owed to the Bank by the Principal has been repaid.
- The Bank may require you to pay to the Bank any money you do receive in breach of the terms of the Guarantee.
- If we have the Principal's consent, we will, if you ask us to, provide you with a copy of the last statement of account issued to the Principal in relation to the facilities covered by the Guarantee.

Supporting Security

If you provide supporting security for your guarantee liabilities (for example in the form of a mortgage over a property, a charge over shares or a sum of money deposited with this or another bank) then the Bank recommends that you also seek independent legal advice from your own solicitor before signing such supporting security.

Further, as mentioned above, any security already provided or that are provided in future by any of you to the Bank for your own individual liabilities will also secure your liabilities under the Guarantee.

If the Bank makes demand for payment under the Guarantee and you do not pay the sums demanded then the Bank may, usually after further demand, enforce any supporting security. This enforcement will include taking possession of and selling any property or shares mortgaged to the Bank or applying the amount of any deposits charged to discharge your liabilities.

I/We confirm that I/we have read the above and the Guarantee and that I/we understand the terms of the Guarantee of my/our choice (that is, whether a Limited Guarantee or an Unlimited Guarantee). I/We also confirm that I/we have read a duly completed copy of the Service Amendment Form as specified above signed by the Principal, including the terms and conditions, which will apply to the Hang Seng Commercial Card Programme("the Facility") if approved by the Bank. I/We understand that this Explanatory Note does not explain all the clauses in the Guarantee, but only the main clauses. I/We acknowledge that the Bank has recommended that I/we take such independent legal advice before signing the Guarantee. I/We am/are willing to sign the Guarantee and to provide any supporting security and confirm that I/we do not wish to seek independent legal advice. I/We understand that this will make me/all and each of us liable for all the Principal's debts and liabilities (including but not limited to the Facility applied for under the above-mentioned Service Amendment Form) to the Bank if the Guarantee is an Unlimited Guarantee or up to the amount of the "Maximum Liability" where the Guarantee is a Limited Guarantee, in each case including interest, fees, costs, charges and expenses incurred by the Bank as described above and regardless of whether the Facility is approved. Where the Guarantee being provided is a Limited Guarantee, I/we also confirm having duly noted the amount of the Specified Sum as set out in the Third Schedule to the Guarantee, which may be an amount larger than the sum of the Facility applied for or granted under the above-mentioned Service Amendment Form.

I acknowledge and agree the Bank can access, collect, use, transfer and disclose (if the circumstances so warrant) my personal data and bank account balance and details maintained with Hang Seng for the purpose of commercial card application review and approval

† If the Guarantor(s) wishes to take independent legal advice, the Bank can provide a sample form of letter of instructions to solicitors for reference.

Signed by X	1 In the Presence of X
Name: (<input type="checkbox"/> Director <input type="checkbox"/> Principal Shareholder <input type="checkbox"/> Principal Owner) Date:	Name:
Identification Document Type and Number Type: <input type="checkbox"/> Hong Kong Identity Card <input type="checkbox"/> Passport <input type="checkbox"/> Others Number: _____	Identification Document Type and Number Type: <input type="checkbox"/> Hong Kong Identity Card <input type="checkbox"/> Passport <input type="checkbox"/> Others Number: _____
Signed by X	2 In the Presence of X
Name: (<input type="checkbox"/> Director <input type="checkbox"/> Principal Shareholder <input type="checkbox"/> Principal Owner) Date:	Name:
Identification Document Type and Number Type: <input type="checkbox"/> Hong Kong Identity Card <input type="checkbox"/> Passport <input type="checkbox"/> Others Number: _____	Identification Document Type and Number Type: <input type="checkbox"/> Hong Kong Identity Card <input type="checkbox"/> Passport <input type="checkbox"/> Others Number: _____

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Note: Chinese version is available for reference upon request.

To: Hang Seng Bank Limited

GUARANTEE

THIS GUARANTEE IS FOR * ☐ LIMITED AMOUNT / ☐ UNLIMITED AMOUNT

** Please indicate your choice by ticking the appropriate item and signing here*

X

X

1. Definitions and Interpretation

(a) Definitions

Unless the context otherwise requires or the contrary intention appears -

"Bank" means Hang Seng Bank Limited and its successors and assigns;

"Credit Facilities" means such banking or credit facilities or other financial accommodation (whether secured or unsecured) as the Bank (acting through its offices and/or branches in Hong Kong or abroad) may make or continue to make available to the Principals or any of them or to any other person at the request of the Principals or any of them from time to time;

"Default Interest" means interest at such rate or rates as the Bank may from time to time for the time being charge its customers on amounts owing to the Bank from the date of demand by the Bank for payment to the date of actual payment;

"Encumbrance" means a mortgage, debenture, charge, pledge, lien, assignment, option, restriction, right of first refusal, right of pre-emption, third-party right or interest, other encumbrance or security interest of any kind, or another type of preferential arrangement (including a title transfer or retention arrangement) having similar effect and any agreement or obligation to create or grant any of the above;

"Exchange Rate" means the rate for converting one currency into another currency which the Bank determines to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the Guarantor;

"Guaranteed Moneys" means all sums of money, debts and liabilities whether certain or contingent, whether now or at any time after the date of this Guarantee owing or incurred to the Bank anywhere in the world (and whether to any one or more of the Bank's offices and/or branches in Hong Kong or abroad) from or by the Principals or any of them, in any manner and capacity on any account whether as principal or surety and whether separately or jointly with any other person or persons including (i) any or all sum or sums due, owing and/or payable to the Bank by the Principals or any of them, whether separately or jointly with any other person or persons under any undertakings, contracts and/or engagements, bills, drafts, notes, loans, credit, banking, credit card or other facilities of any nature, overdraft, accommodation, loans, advances, documentary or other credits, guarantees and/or indemnities given by the Principals or any of them in favour of the Bank, and/or any or all dealings and/or transactions in connection with the collection, negotiation, purchase and/or discounting of bills; (ii) interest accrued or to be accrued on such sums or moneys; (iii) commissions, fees and other charges of the Bank; (iv) legal and other costs and expenses of reasonable amount and reasonably incurred by the Bank for the recovery of payment from the Principals or any of them and/or for the enforcement and realization of any securities and/or guarantees (on a full indemnity and solicitor- client basis); and (v) any other costs, expenses, disbursement and/or payment of any nature liable to be reimbursed or otherwise payable by the Principals or any of them to the Bank;

"Guarantors" means the persons whose names and addresses are listed in the **Second Schedule** hereto, **"Guarantor"** means any one of them and **"any of the Guarantors"** means any one or more but not all of and, in the case of a firm, the Guarantor means the sole proprietor or (as the case may be) each of the present and future partners of the firm. The expression **"Guarantor"** or **"Guarantors"** wherever used herein includes and extends to the heirs, executors, administrators, successors, assigns, personal and/or legal representatives or liquidators of "Guarantor" or "Guarantors";

"Hong Kong" means the Special Administrative Region of Hong Kong;

"Maximum Liability" means the sum specified (if any) in the **Third Schedule** plus all interest accrued or to be accrued (both before and after judgment) and Default Interest which the Bank may from time to time charge on that sum to the date of actual payment and expenses of reasonable amount and reasonably incurred by the Bank in enforcing this Guarantee on a full indemnity basis; where a liability for Guaranteed Moneys is incurred in a currency different from the currency in which the Maximum Liability is stated and the equivalent of that liability in the currency in which the Maximum Liability is stated, calculated at the Exchange Rate, has increased since it was incurred, that increase shall be added to the Maximum Liability;

"Person" includes an individual, firm, company, corporation and an unincorporated body of persons;

"Principals" means the persons whose names and addresses are listed in the **First Schedule** hereto, **"Principal"** means any one of them and **"any of the Principals"** means any one or more but not all of them and, in the case of a firm, the Principal means the sole proprietor or (as the case may be) each of the present and future partners of the firm. The expression **"Principal"** or **"Principals"** wherever used herein includes and extends to the heirs, executors, administrators, successors, assigns, personal and/or legal representatives or liquidators of "Principal" or "Principals";

"Process Agent" means, in relation to each Guarantor, the person, if any, whose name and Hong Kong address are specified in the Second Schedule against the name of such Guarantor;

"Warranties" means the representations and warranties set out in Clause 14; and

"Writing" includes telex, facsimile transmission and any other mode of representing or reproducing words in a legible and nontransitory form, except in relation to any certificate, notice or other document which is expressly required by this Guarantee to be signed (whether by manual signature or electronic signature), and "written" has a corresponding meaning.

Guarantee (Continued)

(b) Interpretation

In this Guarantee, unless the context otherwise requires or the contrary intention appears:-

- (i) reference to a Clause or a Schedule is a reference to the clause or schedule of this Guarantee;
- (ii) reference to or any provision of this Guarantee is a reference to this Guarantee as from time to time amended and as in force for the time being;
- (iii) words importing the plural include the singular and vice versa;
- (iv) words importing a gender include every gender;
- (v) the words "other" and "including" do not limit the generality of any preceding words and are not to be construed as being limited to the same class as the preceding words where a wider construction is possible; and
- (vi) headings are inserted for convenience only and shall be ignored in construing this Guarantee.

2. Guarantee

In consideration of the Credit Facilities or the Bank's withholding of proceedings against or not making immediate demand for payment from the Principal, or the Guarantors or any of them for so long and on such terms as the Bank may at its sole and absolute discretion think fit, the Guarantors **HEREBY UNCONDITIONALLY AND IRREVOCABLY, JOINTLY AND SEVERALLY GUARANTEE to PAY and SATISFY** to the Bank all of the Guaranteed Moneys ON DEMAND with the intent that this Guarantee shall operate so as to create separate and independent guarantees by each of the Guarantors in respect of all of the Guaranteed Moneys. Where an amount is specified in the **Third Schedule** as the Maximum Liability, the aggregate liability ultimately enforceable against the Guarantor (if there is only one) or each Guarantor jointly and severally (if there is more than one) shall not exceed the Maximum Liability and this Guarantee shall not secure any further amount of facilities beyond the Maximum Liability unless with the Guarantors' consent. If no amount has been specified as the Maximum Liability in the Third Schedule, the aggregate liability ultimately enforceable against the Guarantors shall be unlimited.

3. Default Interest

The Guarantors hereby jointly and severally agree to pay on demand Default Interest on the Guaranteed Moneys from the date of demand by the Bank on the Guarantors until the Bank actually receives payment of the whole of the Guaranteed Moneys (both before and after any demand or judgement or while any circumstance restricts payment by the Principals).

4. Continuing Guarantee

- (a) This Guarantee shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of the Guaranteed Moneys but shall be a continuing security and shall extend to cover any sum or sums of the Guaranteed Moneys until three calendar months after actual receipt by the Bank of notice in writing by each and every one of the Guarantors or a liquidator, receiver, successors, assigns, or the personal and/or legal representative (in the case of the death, disability or incapacity (whether mental or physical) or liquidation of any of the Guarantors) of the relevant Guarantors to terminate it. In the case of a Guarantor's death or liquidation, this Guarantee shall remain binding as a continuing guarantee on that Guarantor's heirs, executors, administrators, successors, assigns, personal and/or legal representatives or liquidators until the expiry of notice given in accordance with this Clause. Nevertheless and despite the giving of such notice and whether or not any demand for repayment is made against any of the Guarantors, this Guarantee shall continue to apply to the Guaranteed Moneys in respect of which the Principal is or becomes actually or contingently liable up to such termination even if the Principal's debts, obligations and/or liabilities in respect of the Guaranteed Moneys have not yet become mature or due or have not yet accrued before such termination and the Guarantors guarantee to pay such Guaranteed Moneys to the Bank on demand whether that demand is made before, at the time of or after, such termination.
- (b) Notwithstanding the requirement contained in Clause 4(a) above that any notice terminating the continuing nature of this Guarantee be given by all Guarantors, the Bank may treat any such notice given by one or some only of the Guarantors as terminating its or their liability to the extent provided in Clause 4(a) without affecting or terminating the liability of any other Guarantors and this Guarantee shall continue to be binding on the other Guarantors who have not given notice as if they were the only Guarantors under this Guarantee.

5. Opening of Fresh Account(s)

If this Guarantee ceases to be a continuing security on any of the Guarantors, the Bank may without affecting the Bank's rights under this Guarantee open a fresh account or accounts and continue any then existing account with any of the Principals and no subsequent transactions, withdrawals, receipts or payments involving any such account or accounts will affect the liability of any of the Guarantors under this Guarantee.

6. Evidence of Indebtedness and Payments

- (a) Any admission or acknowledgement in writing by the Principals or by any persons authorised by the Principals of the amount of indebtedness of the Principals to the Bank and any judgement recovered by the Bank against the Principals in respect of such indebtedness shall be binding and conclusive on and against the Guarantors in all courts of law in Hong Kong and elsewhere. For all purposes, including any legal proceedings, a certificate by an officer of the Bank as to the amount of the Guaranteed Moneys at any time shall, in the absence of manifest error, be binding and conclusive on and against the Guarantors.

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Guarantee (Continued)

- (b) All payments to be made by the Guarantors or any of them or any other person under this Guarantee shall be made to the Bank as specified by the Bank without any set-off, counterclaim or condition and free and clear of all present and future taxes, deductions or withholdings of any nature whatsoever. If at any time any of the Guarantors is required to make any deduction or withholding for or on account of tax or otherwise from any payment to the Bank, the sum due from the Guarantors in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Bank receives on the due date for such payment (and retains, free from any liability in respect of such deduction or withholding) a net sum equal to the sum which the Bank would have received had no such deduction or withholding been made or required to be made and it shall be the sole responsibility of the Guarantors to effect payment of such deduction or withholding to the relevant authority within the applicable time limit. The Guarantors shall indemnify the Bank against any losses, liabilities, interest, penalties, or costs and expenses payable or incurred by reason of any failure of any of the Guarantors to make any such deduction or withholding or to effect payment of such deduction or withholding to the relevant authority within the applicable time limit or by reason of any increased payment not being made on the due date for such payment. Upon request of the Bank, the Guarantors shall promptly deliver to the Bank evidence satisfactory to the Bank that such deduction or withholding has been made or (as applicable) any appropriate payment paid to the relevant authority.
- (c) Any fee or charge referred to in this Guarantee is exclusive of any value added tax, goods and services tax or any other tax which may be chargeable in connection with that fee or charge. If any value added tax, goods and services tax or other tax is so chargeable, it shall be paid by the Guarantor at the time of payment of the relevant fee or charge.
- (d) If the Bank considers that an amount paid by any Guarantors or any other person is capable of being avoided or otherwise set aside (on the liquidation of the Guarantor or otherwise), then that amount shall not be considered to have been paid for the purposes of this Guarantee. Furthermore, the Bank may in its absolute discretion concede or compromise any claim that any payment, security or other disposition is liable to be avoided, reduced or repaid.
- (e) All moneys received or recovered by the Bank pursuant to this Guarantee shall, subject to any claims ranking in priority to the Guaranteed Moneys to the extent of such priority, be applied, in or towards discharging, in the following order of priority:-
- (i) the amount of all fees and remuneration of, and all other costs, charges, expenses and liabilities incurred by the Bank in connection with or as a result of the exercise and/or enforcement of its powers or rights or otherwise in relation to this Guarantee or any other agreement entered into between the Principals or any of them the Bank in such order as the Bank may from time to time determine;
 - (ii) all other Guaranteed Moneys in such order as the Bank may from time to time determine; and
 - (iii) the claims of those entitled to any surplus.
- (f) Payments by the Guarantors or any of them or any other person to the Bank shall be in the currency of the relevant liability or, if the Bank so agrees in writing, in a different currency, in which case the conversion to that different currency shall be made at the Exchange Rate.
- (g) No payment to the Bank under this Guarantee pursuant to any judgment, court order or otherwise shall discharge the obligation of the Guarantors in respect of which it was made unless and until unconditional payment in full has been received in the currency in which it is payable under this Guarantee and, to the extent that the amount of any such payment shall, on actual conversion into such currency, at the Exchange Rate, fall short of the amount of the obligation, expressed in that currency, the Guarantors shall be liable for the shortfall.
- (h) If the currency of a sum due from the Guarantors under this Guarantee (the "contractual currency") or a sum due from the Guarantors under any judgment or order relating to this Guarantee in the contractual currency is converted from the contractual currency into another currency for the purpose of:-
- (i) making or filing a claim or proof;
 - (ii) obtaining a judgment or order; or
 - (iii) enforcing a judgment or order,
- the Guarantors shall indemnify the Bank against any loss or liability incurred as a result of any difference between (i) the rate of exchange used to convert the sum in question from the contractual currency into the other currency and (ii) the rate or rates of exchange at which the Bank, in the ordinary course of business, can purchase the contractual currency with the other currency on receipt of a sum paid to it in full or part satisfaction of that claim, proof, judgment or order. Any amount due from the Guarantors under this Clause 6(h) will be a separate and independent debt and will not be affected by judgment being obtained for any other sum due under or in respect of this Guarantee. The term "**rate of exchange**" in this Clause 6(h) includes any premium and exchange costs payable in connection with the purchase of the contractual currency with the other currency.
- (i) Any release, discharge or settlement under this Guarantee shall be conditional upon no payment in respect of the Guaranteed Moneys by any Guarantor or any other person being avoided, reduced or repaid for any reason and the Bank shall be entitled to enforce this Guarantee if such condition is not fulfilled as if such release, discharge or settlement had not occurred.

7. Guarantors' Liability Unaffected

- (a) Subject to Clause 7(d), the Bank may without notice to and/or consent of any of the Guarantors and without affecting the obligations or liabilities of the Guarantors or the Bank's rights against any of the Guarantors under this Guarantee, at any time at the Bank's sole and absolute discretion,
- (i) determine, reduce, limit, restrict, enlarge, amend, vary, accelerate, continue, replace, or renew any Credit Facilities to the Principals or any of them and/or the liabilities of the Principals or any of them to the Bank and/or any term or condition relating thereto; and/or
 - (ii) amend, vary, extend, increase, reduce, exchange, renew, realise, release, discharge, substitute, give up, abstain from perfecting or enforcing any obligations or liabilities of the Principals or any of them or any other person, or any security or guarantee held or to be held by the Bank for or on account of the Guaranteed Moneys or any part thereof; and/or

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Guarantee (Continued)

- (iii) hold over, renew, take, abstain from taking or give up in whole or part any bills and promissory notes, negotiable or nonnegotiable instruments or securities, mortgages, charges, pledges, liens or any other security or Encumbrance in relation to the Guaranteed Moneys or received or to be received from the Principals or any of them either separately or jointly with any other person or persons in any manner; and/or
 - (iv) compound with, grant indulgence, relief or concession, give time for payment or other accommodation, accept compositions from and make any other arrangements with the Principals or any of them and/or any person or persons (including any person or persons liable on any bills, notes, mortgages, charges, pledges, liens or any other security or Encumbrance) whether liable jointly with or as surety of the Principals or any of them or any other person or persons; and/or
 - (v) omit to claim or refuse payment of any dividend or composition when and in such manner as the Bank may think expedient; and/or
 - (vi) do or not to do anything which but for this provision will discharge, reduce or prejudice the obligations or liabilities of the Guarantors or any of them under this Guarantee.
- (b) In order to avoid doubt, notwithstanding any of the foregoing and without prejudice to or restricting any of the provisions in Clause 7(a) but subject to Clause 7(d), it is hereby expressly declared by the Guarantors that the liabilities of the Guarantors under this Guarantee shall remain in full force, valid and binding and enforceable against the Guarantors.
- (c) Neither the obligations or liabilities of the Guarantors nor the rights, powers and remedies of the Bank under this Guarantee shall be discharged, impaired or otherwise affected by the winding-up, dissolution, administration or reorganization of the Principal or the Guarantors or any of them or any other persons, or any change in its/their status, function, control or ownership.
- (d) Where an amount is specified in the Third Schedule as the Maximum Liability, the aggregate liability ultimately enforceable against the Guarantors shall not exceed the Maximum Liability and this Guarantee shall not secure any further amount of facilities beyond the Maximum Liability unless with the Guarantors' consent.

8. **Additional Guarantee**

This Guarantee is in addition to, shall not be affected by nor merge with and may be enforced despite the existence, invalidity or unenforceability of, any other guarantee or Encumbrance now or subsequently held by or being available to the Bank (whether given by the Guarantors or any other person) for the payment or satisfaction of the Guaranteed Moneys. All moneys received by the Bank from any of the Guarantors, Principals or any of them or other persons may be applied by the Bank to any account or item of account or to any transaction to which the same may be applicable. This Guarantee may be enforced without prior recourse to any such guarantee or Encumbrance and without any demand being made upon or proceedings being taken against any of the Principals or any other persons.

9. **Waiver of Guarantor's Rights**

- (a) Until the whole of the Guaranteed Moneys have been paid, each of the Guarantors will not exercise any right to prove in the bankruptcy or insolvency of any of the Principals. If any of the Guarantors receives any moneys as a result of the exercise of any of such rights, it shall hold them on trust for the Bank and pay them immediately to the Bank. The Bank may at any time place and keep for such time as the Bank may think prudent any moneys received, recovered or realised under this Guarantee in a suspense account without any intermediate obligation on the Bank's part to apply the same or any part thereof in or towards discharge of the Guaranteed Moneys or any intermediate right on any of the Guarantors' part to sue the Principals or any of them or prove against any of the Principal's estate in competition with or so as to diminish any dividend or other advantage that would or might otherwise come to the Bank.
- (b) Until the whole of the Guaranteed Moneys have been paid, the Guarantors shall not exercise any right of subrogation, contribution, indemnity, set-off or counterclaim against the Principals or any of them or any right to participate in any other guarantee, collateral or security held by or available to the Bank in respect of the Guaranteed Moneys.

10. **No Security without Consent of Bank**

None of the Guarantors has taken and each Guarantor agrees not to take from the Principal or any other persons, without the Bank's prior consent in writing, any promissory note, bill of exchange, mortgage, charge, collateral or other security in respect of the Guaranteed Moneys. Any such promissory note, bill of exchange, mortgage, charge, collateral or other security taken or to be taken by any of the Guarantors and any proceeds from it shall be held on trust for the Bank and delivered immediately to the Bank.

11. **Indemnity**

The Guarantors shall promptly and fully indemnify the Bank, its nominees, agents, officers and employees, on demand, against all liabilities, claims, demand, damages, losses and taxes which may be suffered or incurred by, and all costs and expenses of reasonable amount and reasonably incurred (including without limitation legal fees on a full indemnity basis and related expenses, and any claims by any relevant authorities on the Bank for tax in respect of any profits or gains attributable to the Guarantors) by any of them and all actions or proceedings which may be brought by or against any of them in connection with this Guarantee whether in contract, tort or otherwise now or after the date of this Guarantee suffered or incurred by any of them unless due to the negligence or wilful default of the Bank, its nominees, agents, officers or employees:-

- (a) for anything done or omitted in the exercise or purported exercise or non-exercise of the rights contained in this Guarantee;
- (b) as a result of any breach by any of the Guarantors of any of their covenants or other obligations to the Bank or any other person;
- (c) in connection with the settlement of any claim that any of the Warranties are untrue or misleading or have been breached;
- (d) in connection with any legal proceedings in which the Bank claims that any of the Warranties are untrue or misleading or have been breached and in which judgment is given for the Bank, and in connection with the enforcement of any such settlement or judgment;
- (e) in consequence of any payment in respect of the Guaranteed Moneys (whether made by any Guarantor or any other person) being impeached or declared void for any reason whatsoever; and/or
- (f) as a result of any taxes, duties, rates or outgoings assessed upon or payable in connection with the entry into, perfection, preservation, enforcement or exercise of any powers or rights under this Guarantee.

12. Lien and Set-off

- (a) The Bank is authorised to exercise a lien over all property of the Guarantors which is in or coming into the possession or control of the Bank, for custody or any other reason and whether or not in the ordinary course of banking business, with power for the Bank to sell such property and apply the proceeds of sale, after deduction of expenses, to satisfy the Guaranteed Moneys.
- (b) In addition to any general lien or similar right to which the Bank may be entitled by law, the Bank may and is hereby authorized and empowered at any time and without prior notice to the Guarantors or any of them, to combine or consolidate all or any of the accounts of the Guarantors and/or any one or more of them (in case where the Guarantor consists of more than one person, whether in the sole name of any one of the Guarantors or in the joint names of the Guarantors or any two or more of them) with the Bank and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of the Guaranteed Moneys, and the Bank may at any time at its complete discretion convert any such sum or sums into any currency by any lawful means at the Bank's disposal and at the Exchange Rate applicable to the day of passing the entry for the purpose of set-off without reference to the Guarantors or any of them.

13. Rights of the Bank

The Bank has the absolute right, but shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it in respect of the Guarantors or any of them by this Guarantee or by law:

- (a) to make any demand on the Principals or any of them;
- (b) to take any action or obtain judgment in any courts against the Principals or any of them or join the Principals or any of them as a party in any court proceedings against the Guarantors or any of them;
- (c) to make or file any claim or proof in a bankruptcy, winding-up or dissolution of the Principals or any of them; or
- (d) to apply or enforce any other moneys, security or rights held by or available to the Bank in respect of any of the obligations of the Principals or any of them to the Bank in such manner and order as it sees fit and the Guarantors shall not be entitled to the benefit of the same.

14. Representations and Warranties

14.1 Each of the Guarantors represents and warrants to the Bank that, for so long as this Guarantee is subsisting:-

- (a) the Guarantor has and will have the necessary power and capacity to enter into and perform its obligations under this Guarantee;
- (b) the Guarantor has the right and authority and has taken all necessary action to enter into and perform this Guarantee and no limitation on its powers will be exceeded by doing so;
- (c) this Guarantee constitutes its legal, valid and binding obligations of the Guarantor, enforceable against it in accordance with its terms;
- (d) if the Guarantor is a company, it is duly incorporated and validly existing under the laws of the jurisdiction where it is incorporated with power to carry on its business as it is now being conducted and to own its assets;
- (e) no security interest exists or will exist over all or any of its present or future revenues or assets;
- (f) the entry into or performance of this Guarantee by the Guarantor will not
 - (i) contravene any law or regulation or any judgment or order;
 - (ii) constitute a breach of or default under any agreement to which the Guarantor is a party or which affects any of its assets; or
 - (iii) result in an Encumbrance over any of its assets being created (other than pursuant to this Guarantee) or becoming enforceable;
- (g) all authorisations required in connection with the entry into and performance of this Guarantee and to ensure the legality, validity, binding effect and enforceability have been obtained or effected and are in full force and effect;
- (h) the Guarantor is not deemed to be insolvent or unable to pay its debts as they fall due and it has no indebtedness to any party except indebtedness arising in the ordinary course of its business or as previously disclosed in writing to the Bank; and
- (i) all the information and documents provided by the Guarantor in or pursuant to this Guarantee are true, complete, correct, up-to-date and conform to the original documents.

14.2 The representations and warranties set out in Clause 14.1 are:-

- (a) made on the date of this Guarantee; and
- (b) deemed to be repeated by each of the Guarantors every day with reference to the facts and circumstances then existing until this Guarantee is discharged.

15. Communications

Any notice, demand or other communication under this Guarantee shall be in writing addressed to the Guarantors at the last address registered with the Bank and addressed to the Bank at such address as the Bank may notify to the Guarantors for this purpose and may be delivered personally, by leaving it at such address, by post, facsimile transmission or telex and shall be deemed to have been delivered to the Guarantors at the time of personal delivery or on leaving it at such address or on the second day following the day of posting or on the day of dispatch, if sent by facsimile transmission or telex, and to the Bank on the day of actual receipt. If there is more than one Guarantor, any communication shall be effective on the Bank only if given by each Guarantor or the surviving Guarantor and on each Guarantor if given by the Bank to any Guarantor.

16. Construction where Principal or Guarantor is not Individual

If any of the Principals or the Guarantors is a firm or a limited company or a corporation or an unincorporated body, any of the provisions in this Guarantee which shall be applicable to an individual principal or guarantor only shall be construed and take effect so as to give the Bank a guarantee for the moneys owing from such firm and every member or partner thereof or from such limited company or corporation or such unincorporated body as identical or analogous to what would have been given for the moneys owing from an individual as if that Principal or Guarantor were an individual. Where any of the Principals or the Guarantors is a firm or other unincorporated body, any reference to "Principal" or "Guarantor" shall include each of the present and future members or partners thereof who shall be jointly and severally liable under this Guarantee.

17. Retention of Guarantee

- (a) If any moneys paid by any of the Principals or any of the Guarantors or any other persons are required to be repaid, returned or rescinded by the Bank because of any applicable law or regulation relating to bankruptcy, insolvency or liquidation or for any other reason, the Bank shall be entitled to enforce this Guarantee as if those moneys had not been paid. Any release, settlement or discharge which may have been effected on the basis of such payment shall not prejudice the Bank's right to recover from the Guarantors or any of them to the full extent of their obligations and liabilities under this Guarantee as if such release, settlement or discharge had never been effected. In such case, this Guarantee shall continue to be effective or, as the case may be, shall be reinstated and the Guarantors shall make good the whole amount of any such payment in addition to all the Guarantors' other obligations and liabilities under this Guarantee.
- (b) In the event of payment in full of all moneys, debts, obligations or liabilities owing by the Principal to the Bank, the Bank shall at the Guarantors' request release or discharge this Guarantee PROVIDED that the Bank shall be entitled to retain this Guarantee and/or any or all securities held by the Bank in connection with this Guarantee until the expiration of any relevant unfair preference period under applicable bankruptcy or insolvency law in order to protect the Bank's interests in respect of the Guaranteed Moneys and to enforce this Guarantee and/or such securities subsequently pursuant to Clause 17(a) as if such release or discharge had not occurred

18. Guarantors to be Liable as Principal Debtor

- (a) The Guarantors shall be jointly and severally liable as principal debtors with the Principal for the payment of the Guaranteed Moneys so that should any obligations or liabilities of the Principal or any other person to the Bank or any security taken by the Bank in respect of the Guaranteed Moneys being or becoming illegal, invalid, void, voidable unenforceable or ineffective in any respect, or should there exist any legal limitation or want of any borrowing power of or by the Principal, or want of authority of any director or other person appearing to be acting for the Principal in any matter in respect of the Guaranteed Moneys, or should any Guaranteed Moneys become irrecoverable from the Principal for any reason, or should there exist any other circumstance which, but for this provision, would discharge any of the Guarantors to any extent, the Guarantors shall nevertheless be liable to the Bank and any Guaranteed Moneys shall be recoverable from the Guarantors as principal debtor, by way of indemnity, on the bank's demand.
- (b) The Guarantors hereby waive all their rights as surety which may at any time be inconsistent with any of the provisions of this Guarantee.
- (c) The Bank shall not be liable to the Guarantors or any other person for any act, delay or failure to act, on the part of the Bank or any other person, in respect of this Guarantee unless due to the negligence or wilful default of the Bank, its officers or employees.

19. Companies Ordinance

A Guarantor that is a company subject to the Companies Ordinance (Cap.622), shall have no liability under this Guarantee in respect of any part of the Guaranteed Moneys which have been applied or used by any of the Principals in the purchase of that Guarantor's shares and which would otherwise result in this Guarantee being deemed to be "financial assistance" in breach of the Companies Ordinance (Cap.622) or any statutory amendment or replacement thereof. This provision shall not prejudice or affect the liability of that Guarantor in respect of any other part of the Guaranteed Moneys.

20. Assignment and Disclosure

20.1 Assignment

None of the Guarantors may assign or transfer any of its rights or obligations under this Guarantee without the prior written consent of the Bank. The Bank may assign any of its rights whether wholly or in part under this Guarantee to a person in whose favour it has made an assignment of all or any of the Credit Facilities without notice to or consent from any of the Guarantors.

20.2 Disclosure

The Bank may disclose to a potential assignee or other person with whom it may propose contracting any information about the Guarantors or any of them including this Guarantee.

20.3 Bank's Status

For the avoidance of doubt, this Guarantee shall remain binding on the Guarantors notwithstanding any change in the constitution of the Bank or its absorption in, or amalgamation with, or the acquisition of all or part of its undertaking or assets by, any other person, or any reconstruction or reorganisation of any kind, to the intent that this Guarantee shall remain valid and effective in all respects in favour of any assignee, substitute or other successor in title of the Bank in the same manner as if such assignee, substitute or other successor in title had been named in this Guarantee as a party instead of, or in addition to the Bank.

21. Enforceability

If the whole or any part of this Guarantee is at any time unenforceable against any of the Guarantors for any reason (including any failure by any of the Guarantors to execute this Guarantee), this Guarantee shall remain fully binding on and enforceable against the remaining Guarantors as if it had only been granted to the Bank by those other Guarantors.

22. No Waiver

No act or omission by the Bank pursuant to this Guarantee shall operate as a waiver nor affect its rights, powers and remedies under this Guarantee or any further or other exercise of such rights, powers or remedies.

23. Remedies Cumulative

The rights, remedies, powers and privileges provided in this Guarantee are cumulative and not exclusive of any rights, remedy, power and privilege provided by law (except as otherwise provided in this Guarantee).

24. Debt Collection Agent

The Guarantors acknowledge and agree that the Bank may appoint any person as its agent to collect the Guaranteed Moneys and the Guarantors shall be responsible for all costs and expenses of reasonable amount and reasonably incurred by the Bank for that purpose on each occasion.

25. Disclosure of Personal Data and Guarantor Information

- (a) To enable the Bank to consider whether to make or continue to make available Credit Facilities to the Principals or any of them, the Guarantors shall, upon the Bank's request, supply to the Bank from time to time personal data relating to the Guarantors or any of the Guarantors and/or other information relating to the Guarantors or any of the Guarantors and, where applicable, any of the Guarantors' directors, authorised signatories and/or other officers or representatives and failure to do so may result in the Bank's inability to make or continue to make available Credit Facilities to the Principals.
- (b) All information and personal data in relation to the Guarantors and, where applicable, each of the Guarantors' directors, authorized signatories and/or other officers or representatives and all other information relating to this Guarantee and any transaction or dealing between each Guarantor and the Bank which are in the Bank's possession or control from time to time shall collectively be referred to as "Guarantor Information".
- (c) The Guarantors agree (for and on behalf of the Guarantors and each of the Guarantors' directors, authorized signatories and/or other officers or representatives) that the Bank may:-
 - (i) use, store, disclose, transfer (whether within or outside the Hong Kong) and/or exchange any Guarantor Information to or with such persons as the Bank may consider necessary including any member of the group of companies of which the Bank is a member ("the Group") for any and all purposes in connection with any service and/or credit or banking facility and/or accommodation provided or to be provided by the Bank or any other member of the Group to the Principals or to any other person at the request of the Guarantors, and/or in connection with matching for whatever purpose (whether or not with a view to taking any adverse action against the Guarantors) any Guarantor Information with other personal data concerning the Guarantors in the Bank's possession, and/or for the purpose of promoting, improving and furthering the provision of other services and/or facilities by the Bank and any other member of the Group to the Guarantors or to any other person at the request of the Guarantors generally, and/or for the purpose of detecting or preventing money laundering, terrorist financing or other criminal activities, and/or for the purpose of any actual or proposed transfer, sale or participation of all or any of the Bank's rights and/or obligations in the Credit Facilities and/or this Guarantee, and/or any other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of personal data and/or other information as set out in statements, circulars, notices or other terms and conditions made available by the Bank to the Guarantors from time to time; and/or
 - (ii) hold, use, process, disclose, deliver any Guarantor Information for such purposes and to such persons (including any credit reference agencies) in accordance with Hang Seng's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by Hang Seng to customers and other individuals from time to time, and in the event of default by the Guarantors or by any other person (to whom the Bank has made advances or otherwise give credit or afford Credit Facilities at the request of the Guarantors) in performing any obligations or discharging any liabilities to the Bank, to any debt collection agency, and/or provide banker's or credit references to other financial institutions or other parties in respect of the Guarantors; and/or
 - (iii) where the Bank considers it necessary or appropriate, the Bank may transfer the Guarantor Information to any service provider (whether situated in or outside Hong Kong) for the purpose of data processing or providing any service on the Bank's behalf to the Guarantors. Where the service provider is situated outside Hong Kong in an area where there are less stringent data protection laws, the Bank will impose on the service provider confidentiality undertakings substantially similar to the requirements of the data protection laws in Hong Kong. In any event, the Bank will remain responsible for ensuring the confidentiality of the Guarantor Information.
- (d) If the Guarantor Information includes information or data of a third party, each of the Guarantors confirms and warrants that the Guarantor has obtained the consent of such third party to the provision of such information or data to the Bank for the foregoing purposes and for disclosure to such persons as stipulated above.

26. Joint and Several Liability

If there is more than one Guarantor under this Guarantee or where the Guarantor is a partnership:-

- (a) this Guarantee shall be binding on each Guarantor or the partners of the partnership from time to time (as the case may be) jointly and severally notwithstanding any change in the constitution or name of the partnership, or any change in the partners by reason of death, bankruptcy, retirement or admission of any new partner, or any modification or termination of any powers of any partner;
- (b) each Guarantor or partner (as the case may be) shall be bound by this Guarantee immediately when the Guarantor or partner executes this Guarantee even though any other Guarantor or partner or any other person intended to be bound by this Guarantee is not.
- (c) the Bank shall be entitled to deal separately with a Guarantor or partner (as the case may be) on any matter, including the release or discharge of the liability of that Guarantor or partner to any extent, without affecting the liability of any other Guarantor or partner; and
- (d) no Guarantor shall be entitled to the rights or remedies of a surety as regards the liability or obligations of another Guarantor.

27. Further Assurance

At the request of the Bank, each of the Guarantors shall execute such documents and perform such acts as the Bank shall require in respect of the Guaranteed Moneys to:-

- (i) give full effect to this Guarantee;
- (ii) perfect, protect or improve the rights of the Bank created or intended to be created by this Guarantee; or
- (iii) facilitate the exercise or proposed exercise by the Bank of any of its powers and rights under this Guarantee.

28. Governing Law and Jurisdiction

- (a) This Guarantee is governed by and shall be construed in accordance with the laws of Hong Kong.
- (b) Each of the Guarantors submits to the non-exclusive jurisdiction of the Hong Kong Courts but this Guarantee may be enforced in the Courts of any competent jurisdiction.

Guarantee (Continued)

29. Process Agent

Where any of the Guarantors is an individual residing outside Hong Kong or is a company or firm incorporated or established outside Hong Kong and has not established any place of business in Hong Kong, that Guarantor appoints the person whose name and address are specified in the Second Schedule as its Process Agent. If a Process Agent is specified in the Second Schedule, service of any legal process on the Process Agent shall constitute service on the relevant Guarantor.

30. Severability

Each of the provisions of this Guarantee is severable and distinct from the others and, if one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions shall not be affected in any way.

31. Suspense Accounts

Any moneys paid to or received by the Bank in respect of the Guaranteed Moneys or pursuant to this Guarantee may be applied in or towards satisfaction of the Guaranteed Moneys or placed to the credit of such account as the Bank may determine with a view to preserving its rights to prove for the whole of the Guaranteed Moneys.

32. Expenses

Each of the Guarantors shall pay the Bank, on demand, all the Bank's expenses (including legal and out-of pocket expenses) of reasonable amount and reasonably incurred in connection with the negotiation, preparation, execution and registration of this Guarantee and any amendment to, or waiver or consent or release of or under, this Guarantee, and/or in contemplation of, or in connection with, the preservation, enforcement or exercise of any rights under this Guarantee.

33. Amendments

No amendment to this Guarantee will be effective unless in writing and executed by all the parties.

34. Delegation

34.1 The Bank may:-

- (a) delegate by power of attorney or in any other manner to any person any right exercisable by them under this Guarantee on such terms (including power to sub-delegate) as the Bank sees fit; and/or
- (b) employ agents, managers, employees, advisers and others on such terms as the Bank sees fit for the purposes of this Guarantee.

34.2 The Bank shall not in any way be liable or responsible to the Guarantors for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

35. Counterparts

This Guarantee may be executed in any number of copies which taken together shall constitute a single deed.

36. Rights of Third Parties

No person other than the Bank and the Guarantors will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or enjoy the benefit of any provisions of this Guarantee.

37. Governing Version

This Guarantee is executed in an English version or a Chinese version. The English version is the governing version and shall prevail whenever there is any discrepancy between the English and the Chinese versions.

38. Execution

38.1 This Guarantee may be entered into on separate counterparts which, together, shall constitute a single instrument.

38.2 This Guarantee has been entered into by the Guarantor as a deed on this day of .

First Schedule

Details of Principal

Name of Principal	
✕ Address	Business Identification Document Type and Number
	Type: <input type="checkbox"/> (C) Certificate of Incorporation <input type="checkbox"/> (B) Business Registration Certificate <input type="checkbox"/> (X) Others
Number: _____	

✕ PO Box is not accepted.

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Guarantee (Continued)**Second Schedule****Details of Guarantor(s)**

Name of Guarantor 1:	(for Guarantor 1 which is an individual) Identification Document Type and Number <input type="checkbox"/> Hong Kong Identity Card <input type="checkbox"/> Passport <input type="checkbox"/> Others Number: _____
* Address of Guarantor 1:	(for Guarantor 1 which is a sole proprietorship, partnership or corporation) Business Identification Document Type and Number <input type="checkbox"/> (C) Certificate of Incorporation <input type="checkbox"/> (B) Business Registration Certificate <input type="checkbox"/> (X) Others Number: _____
Name of Process Agent 1:	
* Address of Process Agent 1:	

Name of Guarantor 2:	(for Guarantor 2 which is an individual) Identification Document Type and Number <input type="checkbox"/> Hong Kong Identity Card <input type="checkbox"/> Passport <input type="checkbox"/> Others Number: _____
* Address of Guarantor 2:	(for Guarantor 2 which is a sole proprietorship, partnership or corporation) Business Identification Document Type and Number <input type="checkbox"/> (C) Certificate of Incorporation <input type="checkbox"/> (B) Business Registration Certificate <input type="checkbox"/> (X) Others Number: _____
Name of Process Agent 2:	
* Address of Process Agent 2:	

* PO Box is not accepted.

Third Schedule

Specified Sum in respect of Maximum Liability

(Please fill in the total amount of the Facility requested, if “this Guarantee is for Limited Amount” as selected above)

Executed as a deed and signed, sealed and delivered by the Guarantor(s):

Signature of Guarantor

1

X

L.S.

Witnessed by:

Signature of Witness

X

Name:

Identification Document Type and Number

Type: ☐ Hong Kong Identity Card ☐ Passport ☐ Others

Number:

Signature of Guarantor

2

X

L.S.

Signature of Witness

X

Name:

Identification Document Type and Number

Type: ☐ Hong Kong Identity Card ☐ Passport ☐ Others

Number:

私隱聲明

致各客戶及其他個別人士關於個人資料（私隱）條例（「條例」）的通知

我們致力保護你的私隱

1

收集及儲存

我們收集你的資料的途徑包括

- 經你與我們的互動及使用我們的產品和服務
- 在你瀏覽我們的網站或應用程式時經 cookies 及類似技術（詳情請查閱「Cookies 政策」）
- 從其他人士及公司（包括其他滙豐集團旗下公司）

我們也可能透過整合及分析資料衍生有關你的資料。若你不向我們提供資料，我們可能無法為你提供產品或服務。

我們可能將你的資料儲存於本地或香港以外的地方（包括雲端）。無論你的資料儲存於何處，均受我們的資料標準及政策約束。我們有責任根據香港法律保護你的資料安全。

2

用途

我們將你的資料用於

- 為你提供產品及服務（例如銀行金融及/或保險），包括進行信用檢查和其他日常運作
- 管理我們業務及履行義務，包括行使我們收取債務的法律權利
- 偵測、調查及預防金融罪案
- 核實你的身分
- 經你同意後向你發送直接促銷資料（詳情請查閱下方第 7 部分）
- 設計我們的產品及分析我們服務的使用狀況
- 改進我們的產品、服務及市場推廣活動
- 確定銀行對你或你對銀行的債務
- 第 6 部分所列的其他目的

3

披露

我們與以下人士披露你的資料

- 其他滙豐集團旗下公司
- 幫助我們向你提供服務或代表我們行事的第三方
- 信貸資料服務機構（包括信貸資料服務機構使用的中央資料庫經營者），及在你違約的情況下，向債務催收機構提供你的貸款資料
- 你同意我們與之披露你資料的第三方（包括經由應用程式介面）
- 第 8 部分所列的其他第三方

我們可能在本地或香港以外的地方披露你的資料。

4

你的權利

查閱及更改

你可要求查閱我們所儲存有關你的資料。我們可能就此向你收取費用。

你也可要求我們

- 改正或更新你的資料
- 說明我們的資料政策及慣例

你可控制自己的市場推廣偏好

你可控制收取市場推廣資料的類型，以及收取方式。

你可隨時致電客戶服務熱線(852) 2822 0228 聯絡我們對市場推廣偏好作出更改，或透過個人 e-Banking 更新有關偏好。

你可聯絡我們

香港德輔道中 83 號
恒生銀行有限公司
資料保護主任
傳真：(852) 2868 4042

*Cookies 政策：<https://www.hangseng.com/zh-hk/resources/important-message/#cookies>

5

資料

我們可能會

- 收集你向我們提供，與我們的產品或服務有關的個人資料
- 收集生物辨識資料，例如你的語音認證、指紋及面部識別資料
- 基於你的流動或其他電子裝置收集你的地域及位置資料
- 從代表你的人士或你透過我們服務與之往來的人士收集資料
- 從公開渠道、信貸資料服務機構、債務催收及防範詐騙機構以及其他資料整合機構收集資料
- 收集你使用我們的產品或服務時所衍生的其他資料

6

其他用途

我們將你的資料進一步用於

- 編製及維持銀行的信貸評分模式並確保你的信用資料合適
- 遵守法律、法則、合同安排及要求（包括我們的內部政策）或包括香港或其以外的地區或國家的要求，這些監管規定或要求可能是我們或滙豐集團必須遵從或選擇自願遵從的
- 於第三方網站上為你提供個人化廣告（這可能涉及我們將你與他人的資料進行整合）
- 讓我們的受讓人能對擬進行的轉讓交易作出評核
- 與上述（列於第 2 部分及第 6 部分）有關或你同意的其他用途

如你提供他人的資料

如你向我們提供有關其他人士的資料，你應按本通知所述，告知該人士我們將如何收集、使用和披露其資料，並最好先取得其同意。

7

直接促銷

指我們使用你的資料向你發送我們或我們的合作品牌、獎賞或忠誠計劃合作夥伴或慈善機構提供的金融、保險或相關產品、服務和優惠詳情。

向你進行市場推廣時，我們可能會使用你的資料，例如你的姓名、聯絡資料、產品及服務組合資料、交易模式及行為、位置資料、財務背景、人口統計資料、流動裝置識別碼及你使用我們的網站與應用程式的相關資料。

恒生銀行有限公司

8

進一步披露

我們進一步向以下人士披露你的資料

- 本地或海外法律、監管、執法、政府和稅務等機構或權力機關，以及執法機構與金融業界之間的任何合作協議
- 與你持有聯名戶口的任何人士、可代表你作出指示的人士以及為你的貸款提供（或可能提供）擔保的任何人士
- 銀行、證券及其他金融交易的交易對手
- 任何第三方財務機構、承保人、信用卡公司、證券及投資服務供應商以及我們可能轉讓業務或資產的任何第三方以便其評估我們的業務
- 獎賞、合作品牌或優惠計劃的合作夥伴及供應商、慈善或非牟利機構
- 支票的付款銀行
- 商戶及商戶的收單財務機構
- 我們的實質或擬轉讓人

9

信貸資料

若你申請、擁有或曾有貸款（包括房屋貸款）

我們會對你進行信用檢查，這可能涉及我們向信貸資料服務機構（包括信貸資料服務機構使用的任何中央資料庫經營者），及在你違約的情況下，向債務催收機構提供你的貸款資料。信貸資料服務機構會將此類資料添加到其資料庫及其使用的任何中央資料庫，可供其他信貸提供者查閱，幫助評估是否向你提供信貸。你可查詢我們定期向信貸資料服務機構披露甚麼資料，並於有需要時向其提出進一步查閱及更改資料的要求。

信貸資料服務機構將保存你的資料。你可在全數清還貸款後，指示我們要求信貸資料服務機構刪除有關資料。信貸資料服務機構只會在下列情況下刪除你的資料：

- 你並無在全數清還貸款日之前的 5 年內，有任何逾期 60 日或以上之欠賬。如有，信貸資料服務機構會從欠賬全數還清日起計，將你的資料保留 5 年；
- 你未曾宣告破產並撇銷名下的貸款金額。如有，信貸資料服務機構將於你解除破產之日起計 5 年屆滿後（你須在解除時通知信貸資料服務機構），或你全數還清欠賬之日起計 5 年屆滿後，刪除你的相關紀錄

本通知於我們儲存你的資料期間適用。我們也會每年向你提供此通知的最新版本。中文本與英文本如有歧義，概以英文本為準。

PRIVACY NOTICE

Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

Your privacy, Our priority.

1

COLLECTION AND STORAGE

We collect your data

- through your interaction with us and our products and services
- through the use of cookies and similar technology when you access our websites or apps (see our "Cookies Policy" for details)
- from other people and companies, including other HSBC group companies

We may also generate data about you by combining and analysing data. If you don't give us data, we may not be able to provide products or services to you.

We may store your data locally or outside Hong Kong, including in the cloud. We apply our global data protection standards and policies wherever your data is stored. We're responsible for keeping your data safe in compliance with Hong Kong law.

2

PURPOSE

We use your data

- to provide products and services (e.g. banking, financial and/or insurance) to you, conducting credit checks and other daily operations
- to manage our business and enforce obligations, including exercising our legal rights to collect debt
- to detect, investigate and prevent financial crimes
- to verify your identity
- to send you marketing information if you've consented to it (see section 7 below for details)
- to design our products and analyse how people use our services
- to improve our products, services and marketing
- to determine the amount of debt owed to or by people
- for other purposes set out in section 6 below

3

SHARE

We share your data with

- other HSBC group companies
- third parties who help us provide services to you or act for us
- credit reference agencies (including the operator of any centralised database they use), and, in case of default, debt collection agencies
- third parties whom you've consented to share data with (including using application programming interfaces)
- other third parties as set out in section 8 below

We may share your data locally or outside Hong Kong.

4

YOUR RIGHTS

Access and correction

You can request access to the data we store about you. We may charge a fee for this.

You can also ask us to

- correct or update your data
- explain our data policies and practices

Your control on marketing preferences

You control what marketing information you receive from us and how you receive it.

You can change your marketing preferences any time by contacting us via Customer Service Hotline (852) 2822 0228 or updating your preferences on Personal e-Banking.

You can contact us

Data Protection Officer
Hang Seng Bank Limited
83 Des Voeux Road Central, Hong Kong
Fax: (852) 2868 4042

*Cookies Policy: <https://www.hangseng.com/en-hk/resources/important-message/#cookies>

5

DATA

We may collect

- personal information you provide to us in connection with our products or services
- biometric data such as your voice ID, finger print and facial recognition data
- your geographic and location data based on your mobile or other electronic device
- data from people who act for you or who you deal with through our services
- data from public sources, credit reference, debt collection and fraud prevention agencies, and other aggregators
- other data generated when you use our products or services

6

OTHER PURPOSES

We further use your data

- to create and maintain our credit scoring models and ensure your credit worthiness
- to comply with laws, regulations, contractual arrangements, requirements (including our internal policies), or requests in or outside Hong Kong that we or the HSBC Group are under (our compliance could be mandatory or voluntary)
- to provide you with personalised advertisements on third party websites (this may involve the combination of your data with others)
- to enable our assignee to evaluate a transaction intended to be assigned
- for other purposes relating to the above (in section 2 and section 6) or to which you have consented

If you provide data about others

If you provide data to us about another person, you should tell that person how we'll collect, use and share their data as explained in this notice and it's best to seek their consent.

7

DIRECT MARKETING

Means using your data to send you details about financial, insurance, rewards or loyalty programmes, or related products, services and offers provided by us or our co-branding, rewards or loyalty programme partners or charities.

We may use data such as your name, contact details, products and services portfolio information, transaction patterns and behaviour, location data, financial background, demographics, mobile device ID, and data relating to your usage of our websites and apps when we market to you.

8

FURTHER SHARING

We further share your data with

- local or overseas legal, regulatory, law enforcement, government, tax and other bodies or authorities, and any partnerships between law enforcement and the financial sector
- any person who you hold a joint-named account with, people who can provide instructions for you and anyone who is providing (or may provide) security for your loans
- counterparties to banking, securities and other financial transactions
- any third party financial institutions, insurers, credit card companies, securities and investment services providers and any other third parties who we may transfer our business or assets to so they can evaluate our business
- partners and providers of reward, co-branding or loyalty programmes, charities or non-profit organisations
- drawee banks of cheques
- merchants and card acquirers of merchants
- our actual or proposed assignees

9

CREDIT INFORMATION

If you apply for, have, or have had, a loan including a mortgage

We'll perform credit checks on you which may involve us providing your loan data to credit reference agencies (CRAs) (including the operator of any centralised database used by CRAs), and in the event of default, to debt collection agencies. The CRAs will add this data to their database and any centralised database used by them, which is available to other credit providers to help them assess whether to provide you with credit. You can ask us what data is routinely disclosed to CRAs, and make further data access and correction requests to them if needed.

The CRAs will keep your data. You can request us to ask the CRAs to delete it once you've fully repaid your loan. They'll only do this if:

- none of your payments were more than 60 days overdue in the 5 years before you fully repaid your loan. If they were, the CRAs will keep your data for 5 years from the date you fully paid that missed payment;
- you aren't declared bankrupt with an amount under your loan being written off. If you are, the CRAs will delete that record after 5 years from the date you're discharged from bankruptcy (you must tell them when this happens) or 5 years from the date you fully repay the overdue loan amount

This notice will apply for as long as we store your data. We'll normally send you the latest version once a year. In case of discrepancies between the English and Chinese version, the English version shall apply and prevail.



章則所訂之主要責任及義務

現謹將根據恒生萬事達白金商務卡／恒生商務World Mastercard／恒生Visa白金商務卡／恒生Visa白金公司卡／恒生銀聯人民幣鑽石商務卡（包括聯營卡）（「信用卡」）之有關章則使用「信用卡」之主要責任及義務臚列如下，敬請留意。閣下務請細閱「信用卡」之使用章則全文，有關章則文本可在各分行索取。

1. 會員在收到「信用卡」後必須促使各被授權持卡人立即在「信用卡」上簽名。
2. 會員必須促使各被授權持卡人合理謹慎保管「信用卡」及個人識別密碼（「私人密碼」），於接獲通知或懷疑「信用卡」遺失或「私人密碼」被擅自披露或被竊時，需在合理切實可行範圍內盡快向恒生銀行有限公司（「恒生」）報失。
3. 就每名被授權持卡人在會員合約下的責任及債務，會員須獨先承擔。
4. 在「恒生」要求下，會員必須盡速償還「信用卡」賬戶欠款。
5. 會員及／或有關之被授權持卡人倘作出欺詐行為、嚴重疏忽或未能履行以上第2項條文所述責任，會員必須對因任何被授權持卡人使用「信用卡」及「私人密碼」而引起之一切未經授權之交易及「恒生」所蒙受之損失負責。
6. 會員必須在到期付款日或以前償還有關「信用卡」結單所示之欠款，倘未能辦到，會員必須額外支付逾期費用。
7. 會員必須承擔全部「恒生」在執行章則以及追討會員及拖欠或招致「恒生」款額所合理產生之一切費用及支出。
8. 倘會員及被授權持卡人並無作出欺詐行為或疏忽行事並在合理切實可行範圍內盡快報失，則會員及有關之被授權持卡人對於「恒生」實際收到「信用卡」／「私人密碼」之遺失或被竊或被擅自披露之通知前所產生之未經授權之「信用卡」交易所需承擔之責任，最高不多於適用法律及規例所定之數額。然而，在符合適用之法律及規例之規定下，會員對於「恒生」實際收到「私人密碼」之遺失或被竊或被擅自披露之通知前因使用「私人密碼」所產生之一切未經授權之現金貸款均需負責。
9. 倘「信用卡」結單有任何不符，會員及有關之被授權持卡人必須在結單日起計六十日內報知「恒生」。
10. 「恒生」有權以會員之賬戶之貸方結餘，清償或抵償會員拖欠或招致「恒生」之債項及債務。
11. 「恒生」有權修訂條款，以及就使用「信用卡」更改收費及徵費，並會於生效日期前不少於六十日發出通知。倘會員及任何被授權持卡人於指定之生效日後繼續使用「信用卡」或持有「信用卡」，有關修訂及更改將對會員及各被授權持卡人具有約束力，會員及／或被授權持卡人倘不同意有關修訂或更改，可根據章則選擇終止「信用卡」。

（中文譯本僅供參考，文義如與英文本有歧異，概以英文本為準。）

Principal Liabilities and Obligations under the Terms and Conditions

Principal liabilities and obligations for using the Hang Seng Platinum Commercial Mastercard/Hang Seng Commercial World Mastercard/Hang Seng Visa Platinum Commercial Card/Hang Seng Visa Platinum Business Card/Hang Seng RMB Diamond Commercial Card (including Affinity Cards) ("Card") under the relevant terms and conditions are highlighted below for your particular attention. You must read the FULL VERSION of the terms and conditions governing the use of the Card. The terms and conditions are available at branches for collection.

1. The Cardmember shall procure each Authorised Card User to sign the Card immediately upon receipt.
2. The Cardmember shall, and shall procure each Authorised Card User to, exercise reasonable care and diligence in keeping the Card and the personal identification number ("PIN") and, in the case of any loss, theft or unauthorised disclosure of them, report to Hang Seng Bank Limited ("Hang Seng") as soon as reasonably practicable upon notice or suspicion thereof.
3. The Cardmember shall be solely liable for the obligations and liabilities of each Authorised Card User under the terms and conditions.
4. The Cardmember shall repay promptly the outstanding balance of the Card account on demand by Hang Seng.
5. The Cardmember shall be liable for all unauthorised transactions and losses suffered by Hang Seng involving the use of the Card and/or the PIN by any Authorised Card User if the Cardmember and/or the relevant Authorised Card User has/have acted fraudulently or with gross negligence or failed to fulfill the obligations as set out in Clause 2 above.
6. The Cardmember shall repay the outstanding amount as specified in the relevant Card statement on or before the payment due date, failing which an additional late charge shall be payable by the Cardmember.
7. The Cardmember shall be solely responsible for all costs and expenses reasonably incurred by Hang Seng in enforcing the terms and conditions and recovering any sum owed or incurred by the Cardmember to Hang Seng.
8. Where the Cardmember and the Authorised Card User(s) have not acted fraudulently or negligently and have reported the loss, theft and/or unauthorised disclosure of the Card/PIN as soon as reasonably practicable, the maximum liability for unauthorised Card transactions before Hang Seng actually receives the report will not be higher than the amount prescribed by the applicable laws and regulations. However, subject to the applicable laws and regulations, the Cardmember shall be liable for all unauthorised cash advances effected with the use of the PIN before Hang Seng actually receives the report of the loss, theft or unauthorised disclosure of the PIN.
9. The Cardmember and the relevant Authorised Card User shall report to Hang Seng any discrepancies in the Card statements within 60 days of the statement date.
10. Hang Seng is entitled to apply the credit balance of the Cardmember's account in or towards satisfaction of the debts and liabilities owed or incurred by the Cardmember to Hang Seng.
11. Hang Seng is entitled to amend the terms and conditions, and vary any fees and charges in respect of the use of the Card, subject to a notice of not less than 60 days, which shall be binding on the Cardmember and each Authorised Card User if the Cardmember or any of the Authorised Card User continues to use or retain the Card after the effective date as specified in the notice. The Cardmember and/or the Authorised Card User may elect to terminate the Card pursuant to the terms and conditions if the Cardmember and/or such Authorised Card User do/does not agree to such amendments or variations.

(The Chinese version is for reference only. Should there be any discrepancy between the English and Chinese versions, the English version shall prevail.)



恒生商務卡資料概要

利率及財務費用	恒生港元 Visa 白金商務卡／ 萬事達白金商務卡／商務World Mastercard	恒生銀聯人民幣鑽石商務卡
消費賬項之實際年利率	當賬戶開立時，消費賬項之實際年利率為 35.72% ¹ (月息2.67%)，但會不時作出檢討。如閣下／貴公司在每月到期還款日或之前支付全數結欠，本行不會向閣下／貴公司收取利息及財務費用。否則，利息將按(i)所有未清繳的結欠，從到期還款日前一個月結單截數日起，按日計算直至所有結欠清繳為止，以及(ii)所有在到期還款日前一個月結單截數日後誌賬的新交易款項，須根據交易日期起按日計息，直至全數清繳為止。	
現金透支之實際年利率	當賬戶開立時，現金透支之實際年利率為 35.98% ¹ (月息2.67%)，但會不時作出檢討。如閣下／貴公司在每月到期還款日或之前支付全數結欠，本行不會向閣下／貴公司收取利息及財務費用。否則，利息將按(i)所有未清繳的結欠從到期還款日前一個月結單截數日起，按日計算直至所有結欠清繳為止，以及(ii)所有在到期還款日前一個月結單截數日後誌賬的新交易款項(包括但不限於消費賬項、各項分期計劃供款、任何收費或費用、現金透支等)，須根據交易日期起按日計息，直至全數清繳為止。	
拖欠下之實際年利率	不適用，實際年利率同上。	
免息還款期	長達56天	
最低還款額	最低還款額為 HKD300／CNY300 或以下第(i)至(iv)項之總和(以較高者為準)： (i) 所有費用及收費(包括財務費用及年費)； (ii) 任何仍未繳付上期最低還款額； (iii) 總結欠扣除第(i)及(ii)項金額後仍超過信用限額的金額；及 (iv) 總結欠扣除第(i)至(iii)項金額後之1%。	
費用(每卡)	恒生港元 Visa 白金商務卡／ 萬事達白金商務卡／商務World Mastercard	恒生銀聯人民幣鑽石商務卡
年費	HKD980	CNY980
現金透支手續費	透支金額 0.5% 的手續費，最低 HKD100 (適用於港元卡)或最低 CNY100 (適用於人民幣卡)。	
外幣簽賬兌換費用 ²	所有以非港幣所進行的交易金額之 1.95%	不適用
以港幣支付外幣簽賬的有關費用	客戶在外地消費時，有時候可選擇以信用卡貨幣支付外幣簽賬。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。客戶應於簽賬前向該商戶查詢有關匯率及手續費的詳情，因為以信用卡貨幣支付外幣簽賬，所涉及的費用可能會較以外幣簽賬的手續費為高。	
逾期費用	若客戶未能於到期還款日或之前繳付最低還款額，則須另繳付逾期費用，每次為 HKD300 或相等於最低還款額之金額(以較低者為準)。	若客戶未能於到期還款日或之前繳付最低還款額，則須另繳付逾期費用，每次為 CNY300 或相等於最低還款額之金額(以較低者為準)。
過額費用	若戶口之結欠(不包括由銀行收取之費用)超過信用限額 HKD180 或以上，則須繳付每月 HKD180 過額費用。	若戶口之結欠(不包括由銀行收取之費用)超過信用限額 CNY180 或以上，則須繳付每月 CNY180 過額費用。
退票／退回自動轉賬費用	— 如於同一月結單有任何退票／退回自動轉賬及其金額超過 HKD120 ，則須繳付 HKD120 之退票／退回自動轉賬費用一次。 — 若已收取逾期費用，於同一月結單之退票／退回自動轉賬費用將可獲豁免。	— 如於同一月結單有任何退票／退回自動轉賬及其金額超過 CNY120 ，則須繳付 CNY120 之退票／退回自動轉賬費用一次。 — 若已收取逾期費用，於同一月結單之退票／退回自動轉賬費用將可獲豁免。
補發新卡費用	HKD100	CNY100
列印公司標誌於卡面費用	每年 HKD100	不適用
索取銷貨單費用	每份副本 HKD40	每份副本 CNY40
索取月結單副本費用	每份月結單 HKD50	每份月結單 CNY50
信用狀況證明書費用	每封 HKD200	每封 CNY200
以非本港銀行支票或本票繳付賬項	每張支票／本票 HKD60 (若以澳門之銀行的支票／本票結賬，則須另繳交易金額之 0.25% 或最低 HKD100)	不適用
以本票退回戶口結存之收費	每張本票 HKD35	每張本票 CNY35
於分行櫃面繳付賬項手續費	每柱 HKD30	

註：

1. 實際年利率之計算乃依據銀行營運守則之指引計算，而年費(如有)並未計算在內。
2. 外幣簽賬將按照有關信用卡組織於適用之兌換日，根據國際貨幣市場提供之匯價範圍所選擇之匯率或政府規定之匯率兌換為港元（適用於港元卡）或兌換為人民幣（適用於人民幣卡）。恒生港元Visa白金商務卡／萬事達白金商務卡／商務World Mastercard之1.95%外幣簽賬兌換費用，已包括由有關信用卡組織向恒生銀行有限公司(「恒生」)徵收之有關費用。

恒生保留隨時修訂上述利率、財務費用及費用之權利，並會於生效前根據有關之會員合約通知會員及／或被授權持卡人，而此等修訂將生效。以上內容的中英文文本如有歧異，概以英文本為準。



HANG SENG COMMERCIAL CARD KEY FACTS STATEMENT

Interest Rates and Finance Charges	HKD Hang Seng Visa Platinum Commercial Card / Platinum Commercial Mastercard / Commercial World Mastercard	Hang Seng UnionPay RMB Diamond Commercial Card
Annualised Percentage Rate (APR) for Retail Purchase	35.72% ¹ (monthly rate at 2.67%) when you open your account and it will be reviewed from time to time. We will not charge you interest and finance charge 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 previous statement date immediately preceding the Payment Due Date on a daily basis until payment in full and (ii) the amount of each new transaction (entered into since the previous statement date immediately preceding the Payment Due Date) from the date of that new transaction on a daily basis until payment in full.	
APR for Cash Advance	35.98% ¹ (monthly rate at 2.67%) when you open your account and it will be reviewed from time to time. We will not charge you interest and finance charge if you pay your balance in full by the due date each month. Otherwise, interest will be charged on the amount of cash advance with (i) the unpaid balance from the previous statement date immediately preceding the Payment Due Date on a daily basis until payment in full and (ii) the amount of each new transaction (entered into since the previous statement date immediately preceding the Payment Due Date) from the date of that new transaction (including but not limited to retail purchase, instalment of all kinds of instalment plans, any fees and charges, cash advance etc.) on a daily basis until payment in full.	
Delinquent APR	Not applicable, the APRs are the same as above-mentioned.	
Interest Free Repayment Period	Up to 56 days	
Minimum Payment Amount	The Minimum Payment Amount is HKD300 / CNY300 or the sum of items (i) to (iv) below (whichever is higher): (i) all fees and charges (including finance charges and annual fees); (ii) any overdue Minimum Payment Amount; (iii) amount exceeding the prescribed credit limit after deducting the amount of items (i) and (ii) from the New Balance; and (iv) 1% of the New Balance after deducting the amount of items (i) to (iii).	
Fees (per card)	HKD Hang Seng Visa Platinum Commercial Card / Platinum Commercial Mastercard / Commercial World Mastercard	Hang Seng UnionPay RMB Diamond Commercial Card
Annual Fee	HKD980	CNY980
Cash Advance Handling Fee	0.5% of transaction amount (minimum HKD100 for the Hong Kong Dollars card or minimum CNY100 for the Renminbi card per transaction).	
Foreign Currency Transaction Conversion Fee	1.95% of every transaction effected in a currency other than Hong Kong Dollars	Not applicable
Fee Relating to Settling Foreign Currency Transaction in Hong Kong Dollars	Customers may sometimes be offered the option to settle foreign currency transactions in the currency of the credit card 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, customers are reminded to ask the merchants for the foreign currency exchange rates and the percentage of fees to be applied before the transactions are entered into as settling foreign currency transactions in the currency of the credit card may involve a cost higher than the foreign currency transaction handling fee.	
Late Charge	If the Customer fails to make the Minimum Payment Amount on or before the Payment Due Date, a late charge of HKD300 or an amount equal to the Minimum Payment Amount (whichever is lower) will be levied each time.	If the Customer fails to make the Minimum Payment Amount on or before the Payment Due Date, a late charge of CNY300 or an amount equal to the Minimum Payment Amount (whichever is lower) will be levied each time.
Overlimit Fee	An overlimit fee of HKD180 per month will be charged if the outstanding balance (excluding fees and charges charged by the bank) exceeds the prescribed credit limit by HKD180 or above.	An overlimit fee of CNY180 per month will be charged if the outstanding balance (excluding fees and charges charged by the bank) exceeds the prescribed credit limit by CNY180 or above.
Returned Cheque / Autopay Reject Handling Fee	— A returned cheque/autopay reject handling fee of HKD120 will be charged once on the same statement if there is any returned cheque / autopay reject amount more than HKD120 . — Returned cheque / autopay reject handling fee will be waived if late charge is levied on the same statement.	— A returned cheque/autopay reject handling fee of CNY120 will be charged once on the same statement if there is any returned cheque / autopay reject amount more than CNY120 . — Returned cheque / autopay reject handling fee will be waived if late charge is levied on the same statement.
Card Replacement Fee	HKD100	CNY100
Printing of Company Logo on Card Surface Fee	HKD100 each year	Not applicable
Sales Slip Retrieval Fee	HKD40 per copy	CNY40 per copy
Statement Copy Retrieval Fee	HKD50 per statement	CNY50 per statement
Credit Reference Letter Fee	HKD200 for each copy	CNY200 for each copy
Payment by Non-local Bank's Cheque / Cashier's Order	HKD60 per cheque / cashier's order (an additional 0.25% or minimum HKD100 of the transaction amount will be charged in case the cheque / cashier's order is issued by bank in Macau.)	Not applicable
Credit Balance Refund by Cashier's Order	HKD35 per cashier's order	CNY35 per cashier's order
Handling Fee for Payment Over the Counter at Branch	HKD30 per transaction	

Notes:

1. The APRs are calculated according to the standard method set out in the Code of Banking Practice and the applicable annual fee (if any) is not included in the APR calculation.
2. The foreign currency transactions will be converted into Hong Kong Dollars (for the Hong Kong Dollars card) or converted into Renminbi (for the Renminbi card) at a rate selected by the relevant Card Association from the range of rates available in wholesale currency markets or the government-mandated rate in effect for the applicable conversion date, in each instance. For the HKD Hang Seng Visa Platinum Commercial Card / Platinum Commercial Mastercard / Commercial World Mastercard, the Foreign Currency Transaction Conversion Fee of 1.95% has included the reimbursement charge levied by the relevant Card Association on Hang Seng Bank Limited ("Hang Seng").

Hang Seng reserves the right at its sole discretion and from time to time to amend the above interest rates, finance charges and fees. Any such amendment will be effective upon giving notice to the Cardmember and / or Authorised Card User in accordance with the applicable Cardmember Agreement. The English version of the above shall prevail whenever there is a discrepancy between the English and Chinese versions.