

## 經核實決議副本申請電話理財及自動櫃員機服務

### Certified Copy of Resolutions Application for Phone Banking and ATM Services

滴用於

Applicable to:

- 1. 全東商號 Sole Proprietorship
- 2. 合夥經營 Partnership
- 3. 根據公司條例(第622章)成立的有限公司(包括股份有限公司及擔保有限公司) Limited Companies incorporated under the Companies Ordinance (Cap. 622) (including Company Limited by Shares and Companies Limited by Guarantee)
- 4. 下列各種組織(各稱為「組織」),

The following organisations (each an "Organisation"),

- (a) 根據社團條例(第151章)註冊或獲豁免註冊的社團; A society registered or exempted from registration under the Societies Ordinance (Cap. 151);
- (b) 根據教育條例(第279章)註冊的學校校董會或法團校董會; A management committee or an incorporated management committee of a school registered under the Education Ordinance (Cap. 279);
- (c) 根據建築物管理條例(第344章)註冊的業主立案法團; An owners' corporation registered under the Building Management Ordinance (Cap. 344);
- (d) 根據香港童軍總會條例(第1005章)成立的香港童軍總會;或 The Scout Association of Hong Kong incorporated under the Scout Association of Hong Kong Ordinance (Cap. 1005); or

(e) 其他:			
Others:			

致:恒生銀行有限公司 To:Hang Seng Bank Limited

基本戶口號碼

Primary Account No.

公司 / 商號 / 組織名稱 (「客戶」)

Name of Customer (the "Customer")

註冊辦公室 / 營業地址

Registered Office / Business Address

#### 鑑於:

#### WHEREAS:

- 1. 客戶擬根據恒生銀行有限公司(「貴行」)不時訂明之有關章則(「章則」)獲得由貴行提供之電話理財及/或自動櫃員機服務(「服務」); the Customer desires to obtain phone banking and/or ATM services (the "Services") from Hang Seng Bank Limited (the "Bank") subject to such terms and conditions as the Bank may prescribe from time to time (the "Terms and Conditions");
- 2. 客戶擬授權其職員、僱員及/或代理人使用服務;及 the Customer intends to authorise its officers, employees and/or agents to use the Services; and
- 3. 除非另有訂明,在章則內詞語及詞句之定義與本決議使用者相同。 unless otherwise specified, words and expressions having defined meanings in the Terms and Conditions shall have the same meanings when used in these Resolutions.

在本決議內,如屬組織的客戶,「管治組織」(a)如客戶屬社團,指負責社團管理及運作的委員會或其他管治組織;(b)如客戶屬學校,指根據教育條例註冊的學校校董會或法團校董會(視乎情況而定);(c)如客戶屬業主立案法團,指根據建築物管理條例委任的管理委員會;(d)如客戶屬董軍總會,指董軍總會的董軍地域、區或旅的執行委員會或委員會(視乎情況而定);及(e)如客戶屬任何其他組織,指負責組織管理及運作的管理或其他管治組織。

In these Resolutions, in respect of a Customer which is an Organisation, "governing body", in the case of (a) a society, means the committee or other governing body responsible for its management and operation; (b) a school, means the management committee or incorporated management committee of the school (as the case may be) registered pursuant to the Education Ordinance; (c) an owners' corporation, means the management committee appointed pursuant to the Building Management Ordinance; (d) the Scout Association, means the Executive Committee or Council of the region, district or group of the Scout Association (as the case may be); and (e) any other organisation, means the management or other governing body responsible for its management and operation.

謹此議決通過:

#### NOW THEREFORE BE IT RESOLVED THAT:

客戶向貴行申請服務,在得到貴行之同意下,可指定隨附於本決議之申請表格(「申請表格」)內列明之客戶名下戶口之戶口號碼,作為使用服務之基本戶口(「基本戶口」);

the Customer applies to the Bank for the Services and nominates, subject to Bank's agreement, the account in the name of the Customer the account number of which is specified in the application form attached to these Resolutions (the "Application Form") to be the primary account for the purposes of the Services (the "Primary Account");

2. 客戶提名其資料已列於申請表格之人士,分別作為電話理財指定使用人士及/或恒生卡指定持有人(如適用),及指定其資料已列於申請表格之戶口,為該等個別電話理財指定使用人士及/或恒生卡指定持有人(如適用)之指定支賬戶口、指定人賬戶口及附加戶口,並受申請表格內列明之適用交易限額約束;

the Customer nominates the individuals whose particulars are set out in the Application Form to be Authorised Phone Banking Users and/or Authorised Hang Seng Cardholders as applicable respectively, designates the accounts the particulars of which are set out in the Application Form to be the Designated Transferor Account(s), the Designated Transferoe Account(s) and the Additional Account(s) for each of such Authorised Phone Banking Users and/or Authorised Hang Seng Cardholders as applicable subject to any applicable transaction limits, in each case as indicated in the Application Form;

3. 客戶現時指定之基本戶口會自動成為指定支賬戶口、指定入賬戶口及附加戶口而毋須另行指定;

the Primary Account nominated by the Customer for the time being shall automatically be a Designated Transferor Account, a Designated Transferee Account and an Additional Account without specific designation;

4. (a) (不適用於組織)

(Not applicable to Organisation)

客戶授權每位不時由其提名之電話理財指定使用人士(包括上述第2段所指及其後提名之人士),使用電話理財服務及單獨使用此等服務(但並非用任何其他方法)操作指定支賬戶口及任何其他不時由客戶指定之戶口,並受適用之交易限額限制。在個別情況下不論就操作此等戶口(包括任何交易限額)有任何適用之相反條文或協議,任何此等相反條文或協議應被視作修訂至可令本第4(a)段生效;

the Customer authorises each of the Authorised Phone Banking Users nominated by the Customer from time to time (including those referred to in paragraph 2 above and others nominated subsequently) to use the phone banking services and to operate singly by using such service (but not by any other means) the Designated Transferor Accounts and any other accounts which may be designated for him from time to time subject to any applicable transaction limits, in each case irrespective of any contrary provision or arrangement for operating the relevant account (including any transaction limit) currently applicable to such account, and such contrary provision or arrangement shall be deemed to be amended to the extent necessary to give effect to this paragraph 4(a);

- (b) 客戶授權每位由其提名之恒生卡指定持有人(包括上述第2段所指及其後提名之人士)使用自動櫃員機服務及單獨使用此等服務(但並非用任何其他方法)操作附加戶口及任何其他不時由客戶指定之戶口。在個別情況下不論就操作此等戶口(包括任何交易限額)有任何適用之相反條文或協議,任何此等相反條文或協議應被視作修訂至可令本第4(b)段生效;
  - the Customer authorises each of the Authorised Hang Seng Cardholders nominated by the Customer from time to time (including those referred to in paragraph 2 above and others nominated subsequently) to use the ATM services and to operate singly by using such service (but not by any other means) the Additional Accounts and any other accounts which may be designated for him from time to time, in each case irrespective of any contrary provision or arrangement for operating the relevant account (including any transaction limit) currently applicable to such account, and such contrary provision or arrangement shall be deemed to be amended to the extent necessary to give effect to this paragraph 4(b);
- 5. 由電話理財指定使用人士及/或恒生卡指定持有人(如適用)使用服務,乃符合客戶之商業利益。客戶明確承認及確認: the use of the Services by the Authorised Phone Banking Users and/or Authorised Hang Seng Cardholders as applicable is in the commercial interest of the Customer and the Customer expressly acknowledges and confirms that:-
  - (a) 客戶授權其提名之任何人士為電話理財指定使用人士及/或恒生卡指定持有人,可透過使用服務操作上述第4段所述之戶口,即使此等人士在其他情形並無權操作此等戶口;
    - by nominating any person to be an Authorised Phone Banking User and/or an Authorised Hang Seng Cardholders, the Customer authorises him to operate the accounts referred to in paragraph 4 above by using the Services even though such person does not otherwise have authority to operate such accounts;
  - (b) 透過使用電話理財服務,任何電話理財指定使用人士可從彼等獲指定之指定支賬戶口借貸、提款及/或由其獲指定之指定支賬戶口轉賬至其獲指定之指定入賬戶口;及任何恒生卡指定持有人可透過使用自動櫃員機服務,從彼等獲指定之附加戶口間進行借貸、提款及/或轉賬,並可轉賬至非指定戶口及/或人士,在上述情况以供其個人之使用、利益或用途;
    - by using the phone banking services, any Authorised Phone Banking User may make debits, withdrawals and/or transfers from the Designated Transferor Accounts designated for him to the Designated Transferee Accounts designated for him, and by using the ATM services, any Authorised Hang Seng Cardholder may make debits and withdrawals from, and/or transfers amongst, the Additional Accounts designated for him and may also make transfers to non-designated accounts and/or persons, in each case for his personal use, benefit or purposes;
  - (c) 客戶須負責採取適當措施,以不時監察及控制服務之使用、指定電話理財指定使用人士及恒生卡指定持有人之委任及更換、指定支賬戶口、指定入賬戶口及附加戶口,並採取適當安全措施以防止支經許可人士使用服務或作未經許可用途,包括但不限於訂明每位電話理財 指定使用人士及恒生卡指定持卡人可在其獲指定之指定支賬戶口及附加戶口內之進行之借款、提款或轉賬金額之每日最高限額或在金額 上之其他限制:及

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it is the Customer's responsibility to take appropriate measures to monitor and control the use of the Services from time to time, the appointment and change of the Authorised Phone Banking Users, the Authorised Hang Seng Cardholders, the Designated Transferor Accounts, the Designated Transferee Accounts and the Additional Accounts, and to adopt proper safeguards against the Services being used by unauthorised persons or for unauthorised purposes including, without limitation, prescribing daily maximum limits or other restrictions on the amounts which any Authorised Phone Banking User or Authorised Hang Seng Cardholder may debit, withdraw or transfer from the Designated Transferor Accounts and the Additional Accounts designated for him; and

- 5. (d) 貴行並不承擔核實任何由電話理財指定使用人士及恒生卡指定持有人所發出任何指示是否恰當或其真確性之責任(如適用); the Bank assumes no duty or liability for verifying the propriety or integrity of any instructions given by any Authorised Phone Banking User or Authorised Hang Seng Cardholder as applicable;
- 6. 客戶接納及承諾接納對使用服務產生之所有借款、提款、轉賬及其他交易及買賣負上全部責任(不論是否獲客戶授權); the Customer accepts and undertakes to accept full responsibility for all the debits, withdrawals, transfers and other transactions and dealings effected by the use of the Services (whether authorised by the Customer or not);
- 7. 呈案所示之每份申請表格及章則將會及經已獲得通過接納,並保證及確認申請表G部分所載之聲明; each of the Application Form and the Terms and Conditions, in the form tabled at the Meeting, shall be and is approved and accepted, and the Customer warrants and confirms the Declarations as set out in Part G of the Application Form;
- 8. 客戶授權由其不時委任可操作基本戶口之授權簽署人士(「基本戶口簽署人士」),代表客戶向貴行發出書面指示以覆查及/或取得與使用服務有關之資料,包括但不限於指定支賬戶口、指定人賬戶口及附加戶口之活動。就此等目的而言(不包括其他目的),目前對基本戶口適用之交易限額及其他就現時操作其他有關戶口適用之相反條文或安排(包括任何交易限額)將可毋須理會,而目前對此等每一戶口之簽署安排,應被視作修訂至可令本段生效。為免產生疑問,基本戶口簽署人士並無權根據上述第1及2段發出指示;及the Customer authorises the authorised signatories appointed by the Customer from time to time to operate the Primary Account (the "Primary Account Signatories") to give written instructions on behalf of the Customer to the Bank for the purpose of checking and/or obtaining information in connection with the use of the Services including, without limitation, the activities of the Designated Transferor Accounts, the Designated Transferee Accounts and the Additional Accounts. For such purpose (and no other purposes), any transaction limit currently

applicable to the Primary Account and any contrary provision or arrangement currently applicable in relation to the operation of any other relevant account (including any transaction limit) shall be disregarded and the current signing arrangement for each of such accounts shall be deemed to be amended to the extent necessary to give effect to this paragraph. For the avoidance of doubt, the Primary Account

- 9. 此等決議須向貴行呈報,之後應維持有效直至客戶通過修訂決議及貴行收到修訂決議之副本,而該副本須由下列一方核證: these Resolutions shall be communicated to the Bank and remain in force until amending resolutions have been passed by the Customer and a copy of the amending resolutions is provided to the Bank, which must be certified by:
  - (a) (如客戶屬全東商號)東主; (where the Customer is a sole proprietorship) the sole proprietor;
  - (b) (如客戶屬合夥經營)所有合夥人; (where the Customer is a partnership) all of the partners;
  - (c) (如客戶屬僅有一名董事的有限公司)唯一董事; (where the Customer is a limited company with only one director) the sole director;

Signatories do not have authority to give instructions contemplated in paragraphs 1 and 2 above; and

(d) (如客戶屬有多過一名董事的有限公司)根據公司章程細則或公司組織文件構成該修訂決議的法定出席人數的每名董事(包括會議主席或董事會主席);或

(where the Customer is a limited company with more than one director) each of the directors (including the chairman of the Meeting or the chairman of the board of directors) who constituted the quorum for the said amending resolution in accordance with the articles of association or constitutional documents; or

(e) (如客戶屬組織),

(where the Customer is an Organisation),

- (i) 如屬學校校董會或法團校董會,根據教育條例獲批准或註冊的學校校監連同學校校長或另一名校董; in the case of a management committee or incorporated management committee of a school, the Supervisor of the school together with either the Principal or another Manager of the school who has been approved or registered under the Education Ordinance;
- (ii) 如屬香港童軍總會,童軍總會地域或區的地域司庫或區司庫連同另一名由該地域或區的執行委員會(或由法例或童軍總會會章及/或規條不時訂明的任何其他管理或管治組織)授權的幹事,或至少兩名由童軍總會旅的旅務委員會或旅領袖會議(或由法例或童軍總會會章及/或規條不時訂明的任何其他管理層或管治組織)授權的幹事; in the case of the Scout Association of Hong Kong, the Regional Treasurer or the District Treasurer of a region or district of the Scout

Association together with another office bearer who has been authorised by the Executive Committee of the region or district (or any other management or governing body prescribed by statute or by the constitution and/or rules of the Scout Association from time to time), or at least two officer bearers of a group of the Scout Association who have been authorised by the Group Council or the Group Scouter's Meeting (or any other management or governing body prescribed by statute or the constitution and/or rules of the Scout Association from time to time);

- (iii) 如屬上述(i)或(ii)以外的組織,根據客戶的章程細則或組織文件構成該等決議的法定出席人數的管治組織成員;或 in the case of an Organisation other than (i) or (ii) above, members of the Customer's governing body who constituted quorum for the said Resolutions in accordance with its articles of association or constitutional documents; or
- (iv) 如以上(i)、(ii)或(iii)均不適用,至少兩名組織的幹事(包括主席及秘書,或如沒有秘書,另一名幹事)及司庫(如有), in the case that none of (i), (ii) or (iii) above is applicable, at least two office bearers of the Organisation (including the Chairman and the Secretary or, if there is no Secretary, then another office bearer) and the Treasurer (if any),

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(視乎情況而定)而且核證須根據客戶的章程細則、組織文件及任何其他適用法定要求作出。

(as the case may be) in accordance with the Customer's articles of association, constitutional documents and any other applicable statutory requirements.

					基本戶口 Primary		
本人(等)確認前述法	· 議乃屬真確,並由東主及	合夥人議決;	或已記載在客	戶於	_年	月	日依據公司章程細則或公司組
織文件(視屬何情況)	而定)在				舉行之董	事會或管理團	體成員組織會議(視屬何情況而定)
獲正式通過之會議紀	· :錄內,或由唯一董事於_	年	月	_日以書面決詞	義形式通知	<b></b> 0	
I/WE CERTIFY the f	foregoing to be the true co	py of the Res	olutions resolv	ved by the Sol	e Propriet	or or the Par	tners, or as entered into the minute
book of the Custom	ner duly passed at a mee	ting of the bo	ard of director	s or the mem	bers of th	e governing	body (as the case may be) of the
Customer in accord	dance with the articles o	f association	or the const	itutional docu	ments (a	s the case r	nay be) of the Customer held at
on the	day of			, or b	y way of w	ritten resolut	ions of the sole director passed on
	day of			_ <del>.</del>			
於年	月日簽署	0					
Dated this	day of						

### 東主 / 合夥人 / 董事 / 管理團體成員/組織幹事簽署

Signature(s) of Sole Proprietor / Partner(s) / Director(s) / Member(s) of Governing Body / Office Bearer(s)

請用留存本行之戶口印鑑簽署。

Please use signature(s) filed with the Bank.

註

#### Note:

如客戶為全東商號者,此等決議必須由東主簽署。

Where the Customer is a sole-proprietorship, these Resolutions must be signed by the sole proprietor.

如客戶為合夥經營者,此等決議必須由所有合夥人簽署。

Where the Customer is a partnership, these Resolutions must be signed by all the partners.

如客戶為有限公司,此等決議必須由根據組織大綱或公司組織文件組成會議法定出席人數之唯一董事或每名董事或(視屬何情況而定)管理團體成員簽署。

Where the Customer is a limited company, these Resolutions must be signed by the Sole director or each of the Directors or (as the case may be) members of the governing body who constituted quorum for the Meeting in accordance with the articles of association or the constitutional documents of the Customer.

如客戶屬組織,本決議須由下列人士簽署:

Where the Customer is an Organisation, these Resolutions must be signed by:

- (a) 如屬學校校董會或法團校董會,根據教育條例獲批准或註冊的學校校監連同學校校長或另一名校董; in the case of a management committee or incorporated management committee of a school, the Supervisor of the school together with either the Principal or another Manager of the school who has been approved or registered under the Education Ordinance;
- (b) 如屬香港童軍總會,童軍總會地域或區的地域司庫或區司庫連同另一名由該地域或區的執行委員會(或由法例或童軍總會會章及/或規條不時訂明的任何其他管理或管治組織)授權的幹事,或至少兩名由童軍總會旅的旅務委員會或旅領袖會議(或由法例或童軍總會會章及/或規條不時訂明的任何其他管理層或管治組織)授權的幹事;
  - in the case of the Scout Association of Hong Kong, the Regional Treasurer or the District Treasurer of a region or district of the Scout Association together with another office bearer who has been authorised by the Executive Committee of the region or district (or any other management or governing body prescribed by statute or by the constitution and/or rules of the Scout Association from time to time), or at least two officer bearers of a group of the Scout Association who have been authorised by the Group Council or the Group Scouter's Meeting (or any other management or governing body prescribed by statute or the constitution and/or rules of the Scout Association from time to time);
- (c) 如屬上述(a)或(b)以外的組織,根據客戶的章程細則或組織文件構成該等決議的法定出席人數的管治組織成員;或 in the case of an Organisation other than (a) or (b) above, members of the Customer's governing body who constituted quorum for the said Resolutions in accordance with its articles of association or constitutional documents; or
- (d) 如以上(a)、(b)或(c)均不適用,至少兩名組織的幹事(包括主席及秘書,或如沒有秘書,另一名幹事)及司庫(如有), in the case that none of (a), (b) or (c) above is applicable, at least two office bearers of the Organisation (including the Chairman and the Secretary or, if there is no Secretary, then another office bearer) and the Treasurer (if any),

(視乎情況而定)而且簽署須根據客戶的章程細則、組織文件及任何其他適用法定要求作出。

(as the case may be) in accordance with the Customer's articles of association, constitutional documents and any other applicable statutory requirements.

v	Officer S.V.	V	Officer S.V.
<b>X</b> 姓名 Name :		<b>X</b> 姓名 Name ·	_
職位 Title :		Name: 職位 Title :	
Y	Officer S.V.	Y	Officer S.V.
X 姓名 Name :		<b>X</b> 姓名 Name :	
職位 Title :		職位 Title :	
x	Officer S.V.	X	Officer S.V.
姓名		 姓名	
Name : 職位 Title :		Name : 職位 Title :	





## 電話理財及自動櫃員機服務(非個人客戶)申請表格

請登記下列以客戶名義開立之戶口作為基本戶口,以處理電話理財及自動櫃員機服務:

## Phone Banking and ATM Services (Non-Personal Customers) Application Form

效:恒生銀行有限公司(「貴行	1)	
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To: Hang Seng Bank Limited (the "Bank")

甲部 Part A - 客戶資料 Customer Information

請以正楷填寫,在適當方格內加上 "  $\checkmark$  ",並在未使用之欄位劃上横線。 Please complete in BLOCK LETTERS, "  $\checkmark$  " where appropriate and cross out any unused box(es).

日期(日/月/年)		_
Date(DD/MM/YY)		

3 3	rustomer's name as the primary account for operation		- Jei vices.
客戶名稱 Name of Customer		基本戶口號碼 Primary A/C No.	
乙部 Part B – 服務 Services			
Please provide each of the following Authori	及電話理財密碼,使之可以按照貴行不時監管電話理 ised Phone Banking Users with a User Number ar ation to the accounts specified below in accordance	nd a Phone Personal Identification I	
使用人士1 姓名 User 1 Name		香港身份證號碼 HKID No.	
戶口號碼 Account No.	戶口名稱 Account Name	支賬 Transferor 每日最高支賬限額 Max. Daily Debit Limit	入賬 Transferee 每日最高入賬限額 Max. Daily Credit Limit
1.			
2.			
3.			
4.			
5.			
使用人士2 User 2 姓名 Name		香港身份證號碼 HKID No.	
戶口號碼 Account No.	戶□名稱 Account Name	支賬 Transferor 每日最高支賬限額 Max. Daily Debit Limit	入賬 Transferee 每日最高入賬限額 Max. Daily Credit Limit
1.			
2.			
3.			
4.			
5.			
使用人士3 User 3 姓名 Name		香港身份證號碼 HKID No.	
戶口號碼 Account No.	戶□名稱 Account Name	支賬 Transferor 每日最高支賬限額 Max. Daily Debit Limit	入賬 Transferee 每日最高入賬限額 Max. Daily Credit Limit
1.			
2.			
3.			
4.			
5.			
領取電話理財密碼之行所 Branch for Phone PIN Collection			需要 ∕es No
<ol> <li>基本戶口及支賬戶口必須與客戶同一戶 The primary account and each transf</li> <li>請填寫「非私人客戶-補充表格(有關)</li> </ol>	signated for making debits and transferee accounts are	siness identification. 人士之進一步個人資料。	

Relevant Persons)" (OSCO9). 電話理財通知書之月費為港幣 10 元。 Phone Banking Advice Monthly Fee is HKD10.

## 丙部 Part C - 聲明 Declaration

Relevant Persons)" (OSCO9).

自動櫃員機服務 ATM Services

戶口-

A/C 1

戶口-

A/C 2

姓名 Name

香港身份證號碼 HKID No.

be Accessed

螢幕顯示語言

Note:

Screen Instruction 取卡行所

Branch for Card Collection

channel

可運作之附加戶口

Additional A/C(s) to

客戶、 每名電話理財指定使用人十及每名恒生卡指定持有人確認:

The Customer, each Authorised Phone Banking User and each Authorised Hang Seng Cardholder confirm that:

英文

In English

彼等於本申請表格提供之資料乃屬真實、正確及符合現況,本行獲授權可向任何本行認為恰當之人士,透露及交換該等資料,以求核證。 The information provided by them in this Application Form is true, correct and up-to-date and the Bank is authorised to communicate and exchange such information with whatever sources it may consider appropriate for the purpose of verifying the same.

中文

彼等均受不時適用之電話理財及自動櫃員機服務章則約束,有關之章則隨本申請表格附上

In Chinese

基本戶口及附加戶口必須與客戶同一戶口名稱及商業證明。

- They shall be bound by the applicable terms and conditions from time to time in force governing the use of the Phone Banking and ATM Services, a copy of which accompanies this Application Form.
- 客戶及每名電話理財指定使用人士或(視屬何情況而定)每名恒生卡指定持有人因電話理財及自動櫃員機服務所引致或有關之責任乃屬共同及個別之責任。 The liability of the Customer and each Authorised Phone Banking User or (as the case may be) each Authorised Hang Seng Cardholder arising from or in connection with the Phone Banking and ATM Services shall be joint and several.
- 彼等已閱讀及明瞭隨本表格附上有關個人資料(私隱)條例之通告,並將受其約束。
- Each of them has read and understood the Notice to Customer and Other Individuals relating to the Personal Data (Privacy) Ordinance, a copy of which is accompanied with this Form and agreed to be bound by it.
- 本行可根據不時給予客戶及其他個別人士之結單、通函、通知、章則及條款內所載有關使用及披露個人資料的政策之指定推廣及其他用途,持有、使用、處理 及向該等政策之指定人士披露由客戶或任何個別人士(包括每名電話理財指定使用人士及每名恒生卡指定持有人)應本行之要求而提供或於客戶或該等個別人士 與本行之交易過程中所收集有關該等個別人士之所有個人資料及資料(「該等資料」)。本行可將該等資料披露予任何債務追收代理、信貸資料服務機構或類似 服務之提供者,或由彼等予以持有、使用及處理,以便核實該等資料或將該等資料提供予其他機構,作為(i)信貸或其他方面之查核;及(ii)協助彼等收取債務。 All personal data and information with respect to an individual (including an Authorised Phone Banking User and Authorised Hang Seng Cardholder) which are provided by the Customer or such individual at the request of the Bank or collected in the course of dealings between the Customer or such individual and the Bank (the "Data") may be held, used, processed and disclosed by the Bank for such marketing and other purposes and to such persons in accordance with the Bank's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by the Bank to customers and other individuals from time to time. The Data may be disclosed to, or, held, used and processed by any debt collection agency, credit reference agency or similar service provider for the purpose of verifying such Data or enabling them to provide such Data to other institutions: (a) in order that they may carry out credit and other status checks; and (b) to assist them to collect debts.
- 本行可將該等資料轉移至香港特別行政區以外地方,並可將該等資料及其他有關人士之個人資料及其他資料用於進行個人資料(私隱)條例所界定的核對 程序,及提供與有關人士有關之銀行證明書或信貸諮詢用途。

The Bank may transfer the Data outside the Hong Kong Special Administrative Region, conduct matching procedures as defined in the Personal Data (Privacy) Ordinance using the Data and such other personal data and information relating to the relevant individual, and provide banker's or credit reference in respect of such individual.

電話理財指定使用人士 Signature(s) of Authorised Phone Banking User(s)				
<b>X</b> 姓名 Name: 		姓名 Name : 日期(日/月/年) Date(DD/MM/YY) :		
恒生卡指定持有人簽署 Signature(s) of Authorised Hang Seng Cardholder(s)				
x	X	X		
姓名				
Name :	Name :	Name :		
日期(日/月/年)	日期(日/月/年)	日期(日/月/年)		
Date(DD/MM/YY) :	Date(DD/MM/YY) :	Date(DD/MM/YY) :		

銀行專用 For Ba	nk Use				
Receiving Br. code	Sign / ID verified	Checked by	No. of supp. sheets	Authorised signature	CAS

>>BOS>WCAS





## 非私人客戶-新增/刪除/更改有關人士之資料表格

## Non-Personal Customers - Form to Add/Delete/Change the Details of Relevant Persons

致:恒生銀行有限公司(恒生)

To: Hang Seng Bank Limited (the "Hang Seng")

請以正楷填寫,在適當方格內加上 "√",並在未使用之欄位劃上橫線。填妥表格後交回本行任何一間商務理財中心;或任何一間分行。 Please complete in BLOCK LETTERS, "√" where appropriate and cross out any unused box(es). Please return the completed form to any of our Business

Banking Centres or any of our branches.

如有其他疑問,請致電「商伴同恒」服務專線2198 8000。

For further enquiries, please contact our Business Partner Direct on 2198 8000.

### Applicable to:

- 1. 全東商號 Sole Proprietorship
- 合夥經營
- Partnership

3.	根據公司條例(第622章)成立的有限公司(包括股份有限公司及擔保有限公司)
	Limited Companies incorporated under the Companies Ordinance (Cap. 622) (including Company Limited by Shares and Companies Limited
	by Guarantee)

,	,
	根據公司條例(第622章)成立的股份有限公司 Company limited by shares incorporated under the Companies Ordinance (Cap. 622)
	上市公司 Listed company
	非上市公司 Non-listed company
	根據公司條例(第622章)成立的擔保有限公司 Company limited by guarantee incorporated under the Companies Ordinance (Cap. 622)

- 下列各種組織(各稱為「組織」),
  The following organisations (each an "Organisation"),
  a. 根據社團條例(第151章)註冊或獲豁免註冊的社團;
  A society registered or exempted from registration under the Societies Ordinance (Cap. 151);
  b. 根據教育條例(第279章)註冊的學校校董會或法團校董會;
- A management committee or an incorporated management committee of a school registered under the Education Ordinance (Cap. 279);
- c. 根據建築物管理條例(第344章)註冊的業主立案法團;

- An owners' corporation registered under the Building Management Ordinance (Cap. 344);
  d. 根據香港童軍總會條例(第1005章)成立的香港童軍總會;或
  The Scout Association of Hong Kong incorporated under the Scout Association of Hong Kong Ordinance (Cap. 1005); or
- e. 其他 Others:

日期(日/月/年)
Date(DD/MM/VV)

戶口號碼(「戶口」)	註冊號碼
Account Name (the "Account")	Registration No.
戶□名稱 Account Name/Customer	

#### 指示 Instruction:

新增以個人身份之有關人士,請填寫甲部;刪除以個人身份之有關人士,請填寫乙部;更改以個人身份之有關人士之資料,請填寫丙部; For adding new relevant persons (individuals), please complete Part A; For deleting relevant persons (individuals), please complete Part B;

For changing details of relevant persons (individuals), please complete Part C.

新增以法人團體之有關人士,請填寫丁部;刪除以法人團體之有關人士,請填寫戊部;更改以法人團體之有關人士,請填寫己部。

For adding new relevant persons (corporate), please complete Part D; For deleting relevant persons (corporate), please complete Part E; For changing details of relevant persons (corporate), please complete Part F

如新增之有關人士為授權簽署人,如屬個人身份,請另填BR65;如屬法人團體,請另填CAS02及BR65。

For adding new authorized signer(s) of individual relevant person, please also complete BR65. For adding new authorized signer(s) of corporate relevant person, please also complete BR65 and CAS02.

除手提和公司電話號碼,客戶的個人賬戶記錄也會相應更新。

Record of customer's personal account will also be updated accordingly except Moblie and Office Telephone No.

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	土 (個人) Part A - Ne		`	,							d.
1. 新增有關人士 New Relevant Person	東主 (N) Sole Proprietor (N) 被授權持卡人 Authorised Card U 保護人 Protector (組織適用 Applica 幹事 Office Bearer 其他 Others	lser	□ 受托人 Trustee ganisation)			董事 (T) Director (T 董事總經班 Managing 主要管理 Key Contr	Director  1 0ller 1		受權簽署人(Y) Authorised Sig 材產授予人 Settlor 受任人 <sup>2</sup> Direct Appoint	gner (Y)	A00 K10 A30
	東 <sup>3</sup> 及實益擁有人 <sup>4</sup> (如適用 ncipal Shareholder(s) <sup>3</sup> , - <sup>4</sup> (if applicable)	) 一合夥人 Partner	%	□ 主要股東 Principal	Shareh	older	%		擁有人 eficial Owner	%	- A0
□ 先生 □ 小姐 Mr □ Miss	□ 太太 □ 女士 Mrs □ Ms	英文全名 Full Name in	English								A0 A1
中文全名 Full Name in Chinese			生日期(日/月/年 te of Birth(DD/I				出生國家/ Country/To		Birth		K1
身份證明文件種類 ID Document Type 身份證明文件號碼 ID Document No.	□ 香港身份證 □ HKID	護照 Passport	□ 旅遊証件 Travel D	† Document	其他 Othe	ers					
多重國籍 Multiple Nationality	□ 是 □ 否 No			國籍1 <sup>5</sup> Nationality1	5						
國籍2 <sup>5</sup> Nationality2 <sup>5</sup>				國籍3 <sup>5</sup> Nationality3	5						
職業 Occupation				, , ,							
公司電話 Office Tel. No.				手提電話 Mobile							
	6										
Current Residential / 人住現時住址年期(月 Address Effective Da 前址(如現居於現時住	地區 Territory /年) tte (MM/YY)  比少於三年,請註明之前	往址)									
Current Residential / 人住現時住址年期(月 Address Effective Da 前址(如現居於現時住	地區 Territory /年) Ite (MM/YY) E址少於三年,請註明之前 ease specify if length of re	往址)		Countr ial address is le							-
Current Residential / 人住現時住址年期(月 Address Effective Da 前址(如現居於現時住	地區 Territory /年) tte (MM/YY)  比少於三年,請註明之前	往址)		Countr	ess than						
Current Residential /  入住現時住址年期(月 Address Effective Da 前址(如現居於現時住 Previous Address (Pl	地區 Territory  /年) tte (MM/YY)  址少於三年,請註明之前 ease specify if length of re  地區 Territory  同	住址) esidence at cl 上現時住址相	urrent resident	ial address is le 國家 Countr	ess than y	n 3 years) 也地址,詣					
	地區 Territory  /年) tte (MM/YY)  址少於三年,請註明之前 ease specify if length of re  地區 Territory  同	住址) esidence at cl 上現時住址相	urrent resident	ial address is le 國家 Countr	ess than y 其(h	n 3 years) 也地址,詣	青註明				
Current Residential / 人住現時住址年期(月 Address Effective Da 前址(如現居於現時住 Previous Address (Pl	地區 Territory  /年)  tte (MM/YY)  型址少於三年,請註明之前 ease specify if length of re  地區 Territory  ial Address6   地區  地區  Territory  ial Address6	住址) esidence at co 上現時住址相 me as Curre	同 合夥人 (N) Partner (N) 指定理財渠 Authorised 受托人 Trustee	ial address is le 國家 Countr Address	y y Oth	n 3 years) 也地址,詣	背註明 ss, please : Γ) 里 Director 人 1	specify	受權簽署人(Y Authorised Sig 財產授予人 Settlor 受任人 <sup>2</sup> Direct Appoint	gner (Y)	K1 A3
Current Residential /  人住現時住址年期(月 Address Effective Da 前址(如現居於現時住 Previous Address (Ple  永久住址6 Permanent Residenti  2. 新增有關人士 New Relevant Person	地區 Territory  /年)  ite (MM/YY)  =址少於三年,請註明之前 ease specify if length of re  地區 Territory  ial Address6  □ Sa  地區 Territory  □ 東主 (N) Sole Proprietor (N ○ 被授權持卡人 Authorised Card U ○ 保護人 ○ Protector □ (組織適用 Applica 幹事 Office Bearer □ 其他 Others   東³及實益擁有人⁴ (如適用 ncipal Shareholder(s)³,	住址) esidence at co 上現時住址相 me as Curre    Joser  (職位 Title:	回 合夥人 (N) Partner (N) 指定理財渠 Authorised 受托人 Trustee ganisation)	ial address is le  國家 Countr  Address  國家 Countr	y 其ff Oth	b地址,訂 er Addres 董事 (T) Director ( 董事總經 Managing 主要管理 Key Contr	背註明 ss, please : Γ) 里 Director 人 1	specify	受權簽署人(Y Authorised Sig 財產授予人 Settlor 受任人 2	gner (Y) tee <sup>2</sup>	A0 K1 A3
Current Residential /  人住現時住址年期(月 Address Effective Da 前址(如現居於現時住 Previous Address (Ple  永久住址6 Permanent Residenti  2. 新增有關人士 New Relevant Person  合夥人3, 現行主要股影 Partner3, Current Pri	地區 Territory  /年)  tte (MM/YY)  :址少於三年,請註明之前 ease specify if length of re  地區 Territory  ial Address6  □ Rial Address6  □ Ri	E基基本 Experience at comparison of the comparison	同 合夥人 (N) Partner (N) 指定理財渠 Authorised 受托人 Trustee ganisation)	ial address is le  國家 Countr  Address  國家 Countr  Address  I  I  I  I  I  I  I  I  I  I  I  I	y 其ff Oth	b地址,訂 er Addres 董事 (T) Director ( 董事總經 Managing 主要管理 Key Contr	情註明 ss, please : University 型 Director 人 1 coller <sup>1</sup>	specify	受權簽署人(Y Authorised Sig 財產授予人 Settlor 受任人 <sup>2</sup> Direct Appoint	gner (Y) tee <sup>2</sup>	K1 A3

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甲部 - 新增有關/	士 (個人) (續) Part A	- New Relevant Person	s (Individuals) (Cont)		
身份證明文件種類 ID Document Type 身份證明文件號碼 ID Document No.	□ 香港身份證 □ HKID	護照 旅遊証件 Passport Travel Do			
多重國籍 Multiple Nationality	□ 是 □ 否 No		國籍1 <sup>5</sup> Nationality1 <sup>5</sup>		
國籍2 <sup>5</sup> Nationality2 <sup>5</sup>			國籍3 <sup>5</sup> Nationality3 <sup>5</sup>		
職業 Occupation					
公司電話 Office Tel. No.			手提電話 Mobile		
現時住址 <sup>6</sup> Current Residential					
	地區 Territory		國家 Country		
入住現時住址年期(月 Address Effective Da			· · · · · · · · · · · · · · · · · · ·		-
	注址少於三年,請註明之前 Please specify if length of re		al address is less than 3 year	rs)	
	地區 Territory				
永久住址 <sup>6</sup> Permanent Residen	, <b>「</b> 同	上現時住址相同 me as Current Residential <i>A</i>	□ 其他地址,		_
	地區 Territory				
3. 新增有關人士 New Relevant Person	東主 (N) Sole Proprietor (N) 被授權持卡人 Authorised Card U 保護人 Protector (組織適用 Applica 幹事 Office Bearer 其他 Others	ser 指定理財渠 Authorised 受托人 Trustee ble for an Organisation)		「(T)	A00 K10 A30
合夥人 <sup>3</sup> , 現行主要股 Partner <sup>3</sup> , Current Pr and Beneficial Owne	·東 <sup>3</sup> 及實益擁有人 <sup>4</sup> (如適用 incipal Shareholder(s) <sup>3</sup> , er <sup>4</sup> (if applicable)	) 白夥人 Partner %	主要股東 Principal Shareholder _	實益擁有人 Beneficial Owner%	-
□ 先生 □ 小姫 Mr □ Miss	□ 太太 □ 女士 Ms Ms	英文全名 Full Name in English			A0
中文全名 Full Name in Chines	se	出生日期(日/月/年 Date of Birth(DD/M		出生國家/地區 Country/Territory of Birth	A0 A1 K1
身份證明文件種類 ID Document Type 身份證明文件號碼 ID Document No.	□ 香港身份證 □ HKID	護照 旅遊証件 Passport Travel Do			
多重國籍 Multiple Nationality	是 Property And American Technical T		國籍1 <sup>5</sup> Nationality1 <sup>5</sup>		- 6
國籍2 <sup>5</sup> Nationality2 <sup>5</sup>			國籍3 <sup>5</sup> Nationality3 <sup>5</sup>		080>
職業 Occupation					14/22 E
公司電話 Office Tel. No.			手提電話 Mobile		OSCO9-B18(VX) 3-11 04/22 F <osco9></osco9>
現時住址6 Current Residential					18/VX
	地區 Territory		國家 Country		) à
					ביי

甲部 - 新增有關人士 (個人) (續) Part A - New Relevant Persons (Individuals) (Cont)

Previous Address (Please specify if length of residence at current residential address is less than 3 years)

入住現時住址年期(月/年) Address Effective Date (MM/YY)

前址(如現居於現時住址少於三年,請註明之前住址)

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2. 有關人士更改 有關職務	由現在 From existing	合夥人 (N) Partner (N)	董事 (T) Director (		簽署人(Y) orised Signer (Y)	董事總經理 Managing Director	A00 K10 A30
Change in capacity of		其他 Others	·		- , ,		AS
company for Relevant Person		合夥人 (N) Partner (N)	董事 (T) Director (	T)	簽署人(Y) orised Signer (Y)	董事總經理 Managing Director	-
		其他 Others					_
	英文全名 Full Name in Englisl	'n					A00 A00 A10
	中文全名 Full Name in Chines	se					K10
	身份證明文件種類 ID Document Type 身份證明文件號碼 ID Document No.	□ 香港身份證 HKID	□ 護照 Passport	旅遊証件 Travel Docume	ent I 其他 Others		
		. (D. N. D.)	15	(0 1)			
」 部 - 新增有關 新增有關人士	人士 (法人團體) P   □ 董事	/art D - New Rel		s (Corporate) 產授予人	 p 保護人		
New Relevant Person	Director	Trustee		ettlor	Protector	Corporate Partner	
	主要股東 Principal Share	- 股權/投票 holder - Shares /		% (0	只需填寫公司名稱及 Only need to fill in C lumber)	及註册號碼) Company Name and Registered	ı
英文公司名稱 Company Name in	n English						A30 A00 A00
中文公司名稱 Company Name in	n Chinese						A10 K0
註冊號碼 Registra							
	Incorporation : C			商業登記證:B Business Registr	ation Certificate: B		_
其他登記證明 Other Registra							
業務性質 Nature of Business	3			公司類別 Company Type			
成立日期(日/月/年) Date of Incorporati	) ion / Establishment(DI	D/MM/YYYY)		營商地點 Location of Business			
註冊國家/地區 Country/Territory o Registration	of	總部地點 Location of Head	dquarters		聯絡電話 Telephone No.		
註冊地址 Registered Addres	es						
營業地址 Business Address	與註冊地址村 Same as the	司 Registered Addres	ss $\square$	其他地址 Other Address			_
_							

丙部 - 更改有關人士職務 (個人) (續) Part C - Change of capacity for Relevant Persons (Individuals) (Cont)

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戊部 - 刪除有關	引人士(法人團體)	Part E - Delete I	Relevant Pers	sons (Corporate	e)			
删除有關人士 Delete Relevant	□ 董事 Director	回 受託人 Trustee		財產授予人 Settlor		保護人 Protector		公司合夥人 Corporate Partner
Person	主要股東 Principal Sh	- 股權/找 areholder - Shares	票權 / Voting Rights		_% (C	只需填寫公司名和 Only need to fill ir umber)	稱及註冊號碼 □ Company	ੀ) Name and Registered
英文公司名稱 Company Name i	n English							
中文公司名稱 Company Name i	n Chinese							
註冊號碼 Registra	ated No.							
	Incorporation : C					ation Certificate:	В	
己部 - 更改有關	<b>《</b> 人士職務(法人	團體) Part F - Cl	nange of capa	acity for Releva	nt Pers	sons (Corpora	ite)	
1. 有關人士更改 有關職務	由現在 From existing	□ 董事 Director	□ 受託人 Trustee	□ 財產授予 Settlor	人	□ 保護人 Protector		公司合夥人 Corporate Partner
Change in capacity of Relevant Person		主要股東 Principal Sha	- 股村 ireholder - Sha	瞿/投票權 ares / Voting Right	s	%	(Only need	公司名稱及註册號碼) d to fill in Company Registered Number)
	更改為 Change to	□ 董事 Director	□ 受託人 Trustee	□ 財產授予 Settlor	人	□ 保護人 Protector		公司合夥人 Corporate Partner
		□ 主要股東 Principal Sha	- 股村 ureholder - Sha	權/投票權 ares / Voting Right	s	%	(Only need	公司名稱及註冊號碼) d to fill in Company Registered Number)
	英文公司名稱 Company Name i	n English						
	中文公司名稱 Company Name i	n Chinese						
	註冊號碼 Registr	ated No.						
	□ 公司註冊證: Certificate of	C Incorporation: C _			登記證 iness Re	: B egistration Certifi	cate: B	
	其他登記證明 Other Regist	l文件:X ration Certificate: X						

#### 註 Notes:

1. 主要管理人:

#### Key Controller:

主要管理人是指被委任參與公司的管理或高級行政架構,對業務行使直接決策權的人士。主要管理人一般會制定公司的策略方針,並與其他董事或 高級行政人員共同管理及決策公司的營運。主要管理人可為一間法人團體。主要管理人包括:

Key Controller is an individual appointed to exercise direct control over the entity, by participating in the governance or senior / executive activities of the business. Key Controller typically sets the strategic direction of the entity and exercises control jointly with other directors or senior executives. It can be a corporate entity. Key Controllers include:

行政總裁 / 總經理

Chief Executive Officer (CEO) / Managing Director

- 財務總監

Chief Financial Officer (CFO) / Head of Finance

Chief Operating Officer (COO) / Head of Operations

執行合夥人

Managing Partner

- 董事會主席 / 副主席

Chairman / Deputy Chairman of Board

- 審核/薪酬/風險委員會主席

Chairman of the Audit / Remuneration / Risk Committee

- 可發出單一簽署指示的授權簽署人

Authorised Signatory with sole signing authority

- 代理人

Nominee

受權人

Powers of Attorney

2. 受任人:

#### Direct Appointee

受任人是據公司簽立的文書獲授權處理銀行事項的人士,並有權委任授權簽署人。受任人也可在附加限制下,授予權限予其他人。受任人一般是獲董事會或主要管理人委任。公司秘書為一例子。受任人可為一間法人團體。

Direct Appointee is an individual authorised under an executed instrument of the entity to act on its behalf with respect to the banking relationship, and to appoint authorised signatories or delegate authority to others to represent the business in limited circumstances, Direct Appointee is typically appointed by the Board of Directors or Key Controllers.

3. 合夥人/主要股東為有權行使申請機構10%或以上之投票權或控制該等投票權的行使之人士。若主要股東為法人團體,請進一步提供其實益擁有人之個人資料。上述主要股東所持的股份並非屬於不記名股票,否則,請另行填寫「不記名股票申報表格」(OSCO10)。

A partner / principal shareholder is a person who is entitled to exercise, or control the exercise, of 10% or more of the voting rights of the Customer. For principal shareholders that are corporate bodies, please also provide details of the corresponding individual beneficial owner(s). None of the shares are held in the form of bearer shares; if otherwise, please complete "Bearer Shares Declaration Form" (OSCO10).

4. 實益擁有人:

#### Beneficial owner:

(a) 就法團而言指符合以下任何一項說明的個人:

In relation to a corporation (if fulfills any of the following criteria); means an individual who,

直接或間接地擁有或控制(包括透過信託或持票人股份持有)該法團已發行股本的不少於10%;或 owns or controls, directly, including through a trust or bearer share holding, not less than 10% of the issued share capital of the corporation; or

- 直接或間接地有權行使在該法團的成員大會上的投票權的不少於10%;或支配該比重的投票權的行使;或

is directly or indirectly, entitled to exercise or control the exercise of not less than 10% of the voting rights at general meetings of the corporation; or

- 行使對該法團的管理最終的控制權;或

exercises ultimate control over the management of the corporation; or

(如該法團是代表另一人行事)指該另一人。

if the corporation is acting on behalf of another person, means the other person.

(b) 就合夥而言指符合以下任何一項說明的個人:

In relation to a partnership (if fulfills any of the following criteria); means an individual who,

直接或間接地有權攤分或控制該合夥的資本或利潤的不少於10%;或

is entitled to or controls, directly or indirectly, not less than 10% share of capital or profits of the partnership; or

- 直接或間接地有權行使在該合夥的投票權的不少於10%;或支配該比重的投票權的行使;或

is directly or indirectly, entitled to exercise or control the exercise of not less than 10% of the voting rights in the partnership; or

行使對該合夥的管理最終的控制權;或

exercises ultimate control over the management of corporation; or

· **(**如該合夥是代表另一人行事**)**指該另一人。

if the partnership is acting on behalf of another person, means the other person.

(c) 就信託而言指符合以下任何一項說明的個人:

In relation to a trust (if fulfills any of the following criteria); means an individual who,

- 有權享有信託財產的資本的既得權益的不少於10%的任何人,而不論該人是享有該權益的管有權、剩餘權或復歸權,亦不論該權益是否可予廢除;

is entitled to a vested interest in not less than 10% of the capital of the trust property, whether the interest is in possession or in the remainder or reversion and whether it is defeasible or not; or

- 該信託的財產授予人;或

the settlor of the trust; or

- 該信託的保護人或執行人;或

a protector or enforcer of the trust; or

- 對該信託擁有最終的控制權的個人

an individual who has ultimate control over the trust.

(d) 就不屬(a)至(c)段所指的非法團性質之組織而言指符合以下任何一項說明的個人:

In relation to an unincorporated body other than (a) to (c) (if fulfills any of the following criteria): means an individual who,

- 最終擁有或控制該非法團性質之組織的任何人;或

ultimately owns or controls the unincorporated body; or

(如該非法團性質之組織代表另一人行事)指該另一人

if the unincorporated body is acting on behalf of another person, mean the other person.

如申請機構為多個層次的公司所組成,請提供其擁有權架構,以反映該架構中的每個層次及相關的最終實益擁有人。

If the Customer has a number of layers of companies in its ownership structure, please provide an organisation chart showing the chain of ownership to the corresponding ultimate beneficial owner(s).

請從此戶口扣除查冊費用 Please Debit This Account For The Company Search Fee*:	港元戶口號碼 HKD A/C No. :		儲蓄 Saving 往來 Current	授權簽署人簽署 Signature(s) of Authorised Signatory(ies)
扣除費用。 Company Search fee is		ne, key controller, shareh		。如屬綜合戶口,請註明從儲蓄或往來戶口 ure of any company. For integrated account,
決議及聲明 Resoluti	ons and Declaration			
	合夥組織,本人(等)共同及個別承認、保 e proprietorship or partnership, I/we join			t, confirm, agree, accept and undertake as
種情況而定),於 戶之會議紀錄內;本 In the case of a limit	年月	日依據客戶之組織大線	剛或公司組織文件 ne true and corre	三唯一董事或董事會或客戶管理組織(視屬何 中(視屬何種情況而定)正式通過並已記載於客 ect extract of the resolutions as entered into governing body (as the case may be) of the
	nce with the articles of association or the			
day of	("the said Resolutions"), and /刪除/更改於本表格上之有關人士之資料		ertake on behalf	of the Customer as follows and;
The Customer reque 2. 全部接納並通過本表	sts Hang Seng to add/delete/change deta 格之細則及其相關條款;		ons as set out in	this Form above;
	ed and accepted in all respects; 公司)授權唯一董事或構成通過是次決議。	的會議之法定出席人數之	(每名董事(包括是	是次會議之主席)代表客戶簽署及遞交本表格
(Where the Custome for the meeting pass for the meeting pass 4. (如客戶屬組織)以下,校長或另一名校董;章及/或規條不時訂明的任何席人數的管治組織成(視乎情况而定)而且程(Where the Custome Supervisor of the Scut Associa other management or two office bearers of management or gove an Organisation other accordance with its a office bearers of the Treasurer (if any), (	ing the said Resolution are hereby author 人士授權代表客戶簽署及遞交本表格予恒 (ii)如屬香港童單總會,童軍總會地域或區的任何其他管理或管治組織)授權的幹事,其他管理層或管治組織)授權的幹事,(iii)均,或(ii)均不適用,於證預根據客戶的章程細則、組織文件及任 is an Organisation), (i) in the case of a chool together with either the Principal operior of the search with another office bearer were governing body prescribed by statute or a group of the Scout Association who have remained by prescribed by statute or the cert than (i) or (ii) above, members of the unticles of association or constitutional doc Organisation (including the Chairman as the case may be) in accordance with requirements are hereby authorized to significant with the constitutional doc organisation (including the Chairman as the case may be) in accordance with the constitutional doc organisation (including the Chairman as the case may be) in accordance with the constitutional doc organisation (including the Chairman as the case may be) in accordance with the constitutional doc organisation (including the Chairman as the case may be) in accordance with the constitutional doc organisation (including the Chairman as the case may be) in accordance with the constitutional doc organisation (including the Chairman as the case may be) in accordance with the constitutional doc organisation (including the Chairman as the case may be) in accordance with the constitutional doc organisation (including the Chairman as the case may be) in accordance with the constitutional doc organisation (including the Chairman as the case may be) in accordance with the constitution and the constituti	rised to sign and submit 生(i)如屬學校校董會或法區的地域司庫或區司庫連則,或至少兩名由董軍總會,如屬上述(i)或(ii)以外的能至少兩名組織的幹事(包王何其他適用法定要求作。 a management committeer another Manager of the of Hong Kong, the Region who has been authorized by the constitution and/or the been authorized by the constitution and/or rules on the constitution and/or rules on the constitution and/or rules on the Secretary or if the Customer's articles the Customer's articles and the Secretary or if the customer's articles.	to Hang Seng the 團校董會,根據可另一名由該地域的旅務委員會可繼,根據客戶的括主席及秘書,出; ee or incorporate se school who honal Treasurer or by the Executivor rules of the Scout Asso body who conse that none of (there is no Seces of association	of the Meeting) who constituted the quorum is Form for and on behalf of the Customer; 教育條例獲批准或註冊的學校校監連同學校或或區的執行委員會(或由法例或董軍總會會或旅領袖會議(或由法例或董軍總會會章及/或章程細則或組織文件構成該等決議的法定出或如沒有秘書,另一名幹事)及司庫(如有),ed management committee of a school, the has been approved or registered under the or the District Treasurer of a region or district e Committee of the region or district (or any out Association from time to time), or at least or the Group Scouter's Meeting (or any other ociation from time to time); (iii) in the case of stituted quorum for the said Resolutions in i), (ii) or (iii) above is applicable, at least two creating the another office bearer) and the n, constitutional documents and any other or and on behalf of the Customer;
The Customer under (i) 客戶現時(或於過 者、擁有血緣關係 he Customer is o subsidiaries (Not	takes to advise Hang Seng if: 往12個月內)為恒生或其附屬公司(註)之 孫、通過婚姻或領養的親屬,或任何在此(i currently (or was during the last twelve r e); or he or she is a spouse, partner, relat	i)項條文所述之人士之信詞 months) a director, chief	氏的受託人;或 executive or su	之董事、行政總裁或主要股東之配偶、同居 ibstantial shareholders of Hang Seng or its trustee of a trust to the people mentioned in
	體或其他公司)在上述(i)項條文所提及之任	王何人士(a)在客戶的股東	大會或會員大會	擁有或控制30%或以上表決權;或(b)控制客
(if the Customer voting power in the	ne Customer's general meeting or membe			clause (i) either (a) has 30 percent or more on of the majority of the Customer's board or
governance mee 恒生雲要上述資料以				

Hang Seng requires the above information to comply with the Listing Rules.(Note): "subsidiary" has the same meaning as in the Companies

promptly in writing if I/we or the government department of Hong Kong Special Administrative Region in which I am/we are working will later become

(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。

如屬非香港永久性居民身份證持有人,恒生將要求有關人士提供適當證明文件。

Corresponding documentary proof may be required upon request.

For non-Hong Kong permanent identity card holder, we may request for appropriate documentary proof. 如有所需,恒生將要求有關人士提供相關證明文件。

involved in any official dealings with Hang Seng.

#### 決議及聲明 (續) Resolutions and Declaration (Cont)

7. (只適用於客戶屬合夥組織)(i)各合夥人須共同及個別承擔責任;(ii)恒生有權將替任何合夥人收取或託收之款項存入上述戶口內;(iii)在任何合夥人死亡時,恒生須符在生戶口持有人提供予恒生信納之有關合夥人之死亡證明及證明已符合所有適用之法例、規則及規例後,按在生戶口持有人之指示處理上述戶口結存;(iv)如合夥組織變動或任何合夥人破產,恒生仍應視當時之合夥人可全權運作一切合夥組織業務及處理其資產,正如並未發生上述變動或破產一樣。

Where the Customer is a partnership, (i) the partners are jointly and severally responsible; (ii) Hang Seng is entitled to credit the above Account with money received or collected for the credit of any partner; (iii) subject to the survivor(s) producing to the satisfaction of Hang Seng evidence of death of such partner and evidence of compliance of all applicable laws, rules and regulations, Hang Seng shall, on the death of a partner, hold any credit balance on the above Account to the order of the survivor(s); and (iv) upon any change in the members of a partnership or any partner becoming bankrupt, Hang Seng shall treat the partners for the time being as having full power to carry on the business of the partnership and to deal with its assets as if there had been no such change or bankruptcy.

- 8. 每名簽署及其個人資料已列明於本表格內之個別人士(「每名個別人士」),確認及同意恒生可根據不時給予客戶及其他個別人士之結單、通函、通知、章則及條款內所載有關使用及披露個人資料的政策,持有、使用、處理及向指定人士披露每名個別人士應恒生之要求而提供或於每名個別人士與恒生之交易過程中所收集有關每名個別人士之個人資料及其他資料(「該等資料」)作指定用途。每名個別人士確認及同意恒生將該等資料披露予任何債務追收代理、信貸資料服務機構或類似服務之提供者,或由彼等予以持有、使用及處理,以便核實該等資料或將該等資料提供予其他機構,作為(i)信貸或其他方面之查核;及(ii)協助彼等收取債務。
  - Each of the individuals who signs and/or whose personal data are set out in this Form (each "individual") acknowledges and agrees that all personal data and information with respect to each individual which are provided by each individual at the request of Hang Seng or collected in the course of dealings between each individual and Hang Seng (the "Data") may be held, used, processed and disclosed by Hang Seng for such purposes and to such persons 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. Each individual also acknowledges and agrees that the Data may be disclosed to, or held, used and processed by any debt collection agency, credit reference agency or similar service provider for the purpose of verifying such Data or enabling them to provide such Data to other institutions: (a) in order that they may carry out credit and other status checks; and (b) to assist them to collect debts.
- 9. 本人(等)進一步確認及同意恒生可將該等資料轉移至香港特別行政區以外地方,並可將該等資料及其他關於本人(等)及/或每名個別人士之個人資料及其他資料用於進行個人資料(私隱)條例所界定的核對程序,及提供與本人(等)及/或每名個別人士有關之銀行證明書或信貸諮詢用途。
  I/We further acknowledge and agree that Hang Seng may transfer the Data outside the Hong Kong Special Administrative Region, conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) using the Data and such other personal data and information relating to me/us and/or each individual, and provide bankers' or credit references in respect of me/us and/or each individual.
- 10.客戶確認本表格內所提供有關客戶現行主要股東及/或現行實益擁有人之資料(如有的話)全屬正確及完備。客戶亦確認無理由相信於本表格所列出 其資料的個人(如有的話)並非為客戶之真正實益擁有人。

The Customer confirms that information given in this Form relating to the current principal shareholder(s) and/or current beneficial owner(s) of the Customer (if any) is correct and complete. I/We further confirm that I/we have no reason to believe that the individual(s) whose particulars set out in this Form as beneficial owner(s) of the Customer (if any) is/are not the true beneficial owner(s) of the Customer.

11. 客戶證實本申請表內所提供之資料屬完整、準確及最新,並授權恒生與任何其認為適當之人士溝通及交換資料以核實該等資料之真確性。客戶亦承諾,如任何該等資料有所更改,客戶須即時以書面通知恒生。

The Customer acknowledges and confirms that information given in this Form is complete, accurate and up-to-date and authorises Hang Seng to communicate and to exchange such information with whatever sources Hang Seng may consider appropriate for the purpose of verifying the same. The Customer further undertakes to notify Hang Seng promptly in writing whenever there are any changes to any of such information.

12.此等決議須向恒生呈報,之後應維持有效直至客戶通過修訂決議及恒生收到修訂決議之副本,而該副本須由下列一方核證:

The resolutions above shall be communicated to Hang Seng and remain in force until amending resolutions have been passed by the Customer and a copy of the amending resolutions is provided to Hang Seng, which must be certified by:

(a) (如客戶屬全東商號)東主;

(where the Customer is a sole proprietorship) the sole proprietor;

(b) (如客戶屬合夥經營)所有合夥人;

(where the Customer is a partnership) all of the partners;

- (c) (如客戶屬僅有一名董事的有限公司)唯一董事;
  - (where the Customer is a limited company with only one director) the sole director;
- (d) (如客戶屬有多過一名董事的有限公司)根據公司章程細則或公司組織文件構成該修訂決議的法定出席人數的每名董事(包括會議主席或董事會主席);或

(where the Customer is a limited company with more than one director) each of the directors (including the chairman of the meeting or the chairman of the board of directors) who constituted the quorum for the said amending resolution in accordance with the articles of association or constitutional documents; or

(e) (如客戶屬組織),

(where the Customer is an Organisation),

- (i) 如屬學校校董會或法團校董會,根據教育條例獲批准或註冊的學校校監連同學校校長或另一名校董; in the case of a management committee or incorporated management committee of a school, the Supervisor of the school together with either the Principal or another Manager of the school who has been approved or registered under the Education Ordinance;
- (ii) 如屬香港童軍總會,童軍總會地域或區的地域司庫或區司庫連同另一名由該地域或區的執行委員會(或由法例或童軍總會會章及/或規條不時訂明的任何其他管理或管治組織)授權的幹事,或至少兩名由童軍總會旅的旅務委員會或旅領袖會議(或由法例或童軍總會會章及/或規條不時訂明的任何其他管理層或管治組織)授權的幹事;

in the case of the Scout Association of Hong Kong, the Regional Treasurer or the District Treasurer of a region or district of the Scout Association together with another office bearer who has been authorised by the Executive Committee of the region or district (or any other management or governing body prescribed by statute or by the constitution and/or rules of the Scout Association from time to time), or at least two officer bearers of a group of the Scout Association who have been authorised by the Group Council or the Group Scouter's Meeting (or any other management or governing body prescribed by statute or the constitution and/or rules of the Scout Association from time to time):

- (iii) 如屬上述(i)或(ii)以外的組織,根據客戶的章程細則或組織文件構成該等決議的法定出席人數的管治組織成員;或
  - in the case of an Organisation other than (i) or (ii) above, members of the Customer's governing body who constituted quorum for the said Resolutions in accordance with its articles of association or constitutional documents; or
- (iv)如以上(i)、(ii)或(iii)均不適用,至少兩名組織的幹事(包括主席及秘書,或如沒有秘書,另一名幹事)及司庫(如有),

in the case that none of (i), (ii) or (iii) above is applicable, at least two office bearers of the Organisation (including the Chairman and the Secretary or, if there is no Secretary, then another office bearer) and the Treasurer (if any),

(視乎情況而定)而且核證須根據客戶的章程細則、組織文件及任何其他適用法定要求作出。

(as the case may be) in accordance with the Customer's articles of association, constitutional documents and any other applicable statutory requirements.

<u> </u>	茲證明、確認、同意並簽署:Certified, confirmed, agreed and signed by				
以客戶名義 For and on behalf of the Customer					
東主/合夥人/會議主席 Sole Proprietor / Partner / Chairman of the meeting	合夥人/董事 Partner / Director		合夥人/董事 Partner / Director		
x	x		x		
姓名Name:	姓名Name:		姓名Name:		
合夥人/董事 Partner / Director	合夥人/董事 Partner / Director		合夥人/董事 Partner / Director		
x	x		x		
姓名Name:	姓名Name:		姓名Name:		
合夥人/董事 Partner / Director		合夥人/董事 Partner / Director			
x		X			
姓名Name:		姓名Name:			
(客戶為組織適用) (For Customers which are Organisations)		(客戶為組織適用) (For Customers which	are Organisations)		
x		X			
姓名Name:		姓名Name:			
職位Title:		職位Title:			

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簽署指引 Signature Require	ements
全東商號	須由東主簽署
Sole Proprietorship	Signed by Sole Proprietor
合夥經營商	須由所有合夥人簽署
Partnership	Signed by ALL Partners
有限公司	須根據客戶公司組織大綱或公司其他組織文件由唯一董事或構成本決議之法定出席人數之每名董事(包括會議主席)簽署
Limited Company	Signed by the Sole Director or each of the Directors (including the Chairman of the meeting) who constituted the quorum for the said Resolutions in accordance with the articles of association or other constitutional documents of the customer.
如客戶為組織 For a Customer which is an Organisation	法議須由下列人士簽署: The above Resolutions must be signed by: (a) 如屬學校校童會或法關校童會,根據教育條例獲批准或註冊的學校校監建同學校校長或另一名校董; in the case of a management committee or incorporated management committee of a school, the Supervisor of the school together with either the Principal or another Manager of the school who has been approved or registered under the Education Ordinance; (b) 如屬香港童軍總會,童軍總會地域或區的地域司庫或區司庫建同另一名由該地域或區的執行委員會(或由法例或董軍總會會章及/文規條不時訂明的任何其他管理或管治組織)授權的幹事,或至少兩名由董軍總會整於人類機能不時前明的任何其他管理或管治組織)授權的幹事 in the case of the Scout Association of Hong Kong, the Regional Treasurer or the District Treasurer of a region or district of the Scout Association together with another office bearer who has been authorised by the Executive Committee of the region or district (or any other management or governing body prescribed by statute or by the constitution and/or rules of the Scout Association from time to time), or at least two officer bearers of a group of the Scout Association who have been authorised by the Group Council or the Group Scouter's Meeting (or any other management or governing body prescribed by statute or by the constitution and/or rules of the Scout Association from time to time); (c) 如屬上述(一)或(一)以外的組織,根據客戶的章程細則或組織之件構成該等決議的法定出席人數的管治組織成員;或 in the case of an Organisation other than (a) or (b) above, members of the Customer's governing body who constituted quorum for the said Resolutions in accordance with its articles of association or constitutional documents; or (d) 如以上(a)、(b)或(o)均不通用,至少两名組織的幹事(包括主席及秘書,或如有和書,另一名幹事)及庫(如有), in the case that none of (a), (b) or (c) above is applicable, at least two office bearers of the Organisation (including the Chairman and the Secretary or, if there is no Secretary, then another office bearer) and the Treasurer (ff any), (现)有人的企业,有人

銀行專用 For Bank Use			
Receiving Br.	Confirm Customer belongs to : Approval required	Approved by	BOS / GSC Maintenance
CDS K072 & K073 checked by	BLRO (see AML001 S19) CRRT		
	SCC Bearer Shares	BOS / GSC : Delete s124 (Restricted Sole Prop. or Partnership A/C)	
	High-risk Tax	INV A/C :	
Ç	Approval required  BLRO CSEE AML001 S19)  Bearer Shares	BOS / GSC : Delete s124 (Restricted	



## 恒生銀行有限公司(「銀行」)

## \* 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

- 1. 客戶及其他個別人士(包括但不限於銀行/財務服務及銀行融資/信貸便利的申請人,為銀行融資/信貸便利提供抵押或擔保的擔保人及人士、公司客戶或申請人的股東、董事、控制人、職員及管理人員、合夥商的合夥人或合夥成員、信託的實益擁有人、受託人、財產授予人或保障人、指定戶口持有人、指定收款人、客戶的代表、代理或代名人,或與客戶建立了關係的任何其他人士,而該關係關乎客戶及銀行的關係)(統稱「資料當事人」),就各項事宜例如申請開立或延續戶口、建立或延續銀行融資/信貸便利、要求銀行提供有關銀行/財務服務或遵守任何法律或監管或其他機關發出的指引或要求,需不時向銀行提供有關資料。
- 2. 若未能向銀行提供有關資料,會導致銀行無法批准開立或延續戶口、建立或延續銀行融資/信貸便利或提供有關銀行/財務服務。
- 3. 銀行亦會從以下各方收集資料:(i)資料當事人與銀行日常業務往來中(例如資料當事人開出支票、存款或申請信貸時)、(ii)代表資料當事人行事的人士提供資料當事人的資料、(iii)資料當事人使用銀行網站及流動應用程式,包括按照銀行私隱政策(https://www.hangseng.com/zh-hk/resources/important-message/#privacy)及(iv)其他來源(例如從獲核准加入多家個人信貸資料服務機構營運模式的信貸資料服務機構(以下簡稱「信貸資料服務機構」)獲取資料)。資料亦可能與銀行或任何滙豐集團成員(「滙豐集團」一併及分別地指滙豐控股有限公司,其附屬公司、子公司、聯營單位及彼等的任何分行及辦事處。而「滙豐集團成員」具有相同涵義)可獲取的其他資料組合或產生。
- 4. 資料可能會作下列用途:
  - (i) 考慮產品及服務申請及向資料當事人提供銀行/財務產品、服務和銀行融資/信貸便利之日常運作;
  - (ii) 在資料當事人申請信貸時進行的信貸調查,及通常每年進行一次或以上的定期或特別審查;
  - (iii) 編製及維持銀行的信貸評分模式;
  - (iv) 協助其他在香港獲核准加入多家個人信貸資料服務機構模式的信貸提供者(以下簡稱「**信貸提供者**」)作信貸審查 及債務追討;
  - (v) 確保資料當事人的信用維持良好;
  - (vi) 為資料當事人設計銀行/財務服務或有關產品;
  - (vii) 不時分析資料當事人如何查閱及使用銀行的服務,包括銀行網站及流動應用程式上所提供的服務;
  - (viii) 為宣傳及推廣服務、產品及其他促銷標的(包括與直接促銷相關連的,詳情請參閱以下第7段);
  - (ix) 確定銀行對資料當事人或資料當事人對銀行的債務;
  - (x) 執行資料當事人向銀行應負責任,包括但不限於向資料當事人及向為資料當事人的責任提供抵押或擔保的人士追討欠款:
  - (xi) 遵守銀行或其任何分行或任何滙豐集團成員就以下各項負上或與之有關的責任、要求或安排(不論強制或自願性質);
    - (a) 現在及將來於香港特別行政區(「**香港**」)境內或境外存在的任何法律、法規、判決、法院命令、自願守則、制裁制度(「**法律**」)(例如税務條例及其條文,包括有關自動交換財務帳戶資料);
    - (b) 現在及將來於香港境內或境外存在的任何法律、監管、政府、稅務、執法或其他機關,或財務服務供應商的自律監管或行業組織或協會所提供或發出的任何指引、指導或要求,及任何國際指引、內部政策或程序(例如稅務局所提供或發出的指引或指導,包括有關自動交換財務帳戶資料);
    - (c) 對滙豐集團整體或任何部分具有司法權限的本地或外地法律、監管、司法、行政、公營或執法機關,或政府、稅務、稅收、財政、證券或期貨交易所、法院、中央銀行或其他機關,或財務服務供應商的自律監管或行業組織或協會或彼等的任何代理(統稱及各稱「權力機關」)向銀行或其任何分行或任何滙豐集團成員施加的、與彼等訂立的或適用於彼等的任何現在或將來的合約或其他承諾;或
    - (d) 權力機關之間的任何協議或條約;
  - (xii) 遵守滙豐集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於滙豐集團 內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何責任、要求、政策、程序、措施或安排;
  - (xiii) 採取任何行動以遵守銀行或任何滙豐集團成員的責任以符合與下述事宜有關的法律或國際指引或監管要求: 有關 偵測、調查及預防清洗黑錢、恐怖分子融資活動、賄賂、貪污、逃稅、欺詐、逃避經濟或貿易制裁及/或規避 或違反有關此等事宜的任何法律的任何行為或意圖;
  - (xiv) 遵守銀行或任何滙豐集團成員的任何責任,以符合權力機關的任何指令或要求;

- (xv) 使銀行的實質或建議受讓人,或銀行對資料當事人權益的參與人或附屬參與人,能對有關擬進行的轉讓、參與或附屬參與的交易作出評核;
- (xvi) 與接受由銀行發出的信用卡的商號(下稱「各商號」)及各聯營機構交換資料;
- (xvii) 就任何卡交易,與各商號的收單財務機構核實資料當事人的身分;及
- (xviii) 與上述有關的用途。
- 5. 銀行或滙豐集團成員會將資料當事人的資料保密,但銀行或滙豐集團成員可能會將有關資料提供予下列各方(不論於香港境內或境外)作以上第4段所述的用途:
  - (i) 滙豐集團的任何代理、承包商、次承包商、服務供應商或聯營人士(包括彼等的僱員、董事、職員、代理人、承包商、服務供應商及專業顧問);
  - (ii) 任何就銀行業務運作向銀行提供行政、電訊、電腦、付帳、債務追討或證券結算或其他服務的第三方服務供應 商(包括彼等的僱員、董事及職員);
  - (iii) 任何權力機關;
  - (iv) 任何對銀行有保密責任的其他人士,包括就有關資料對銀行有保密承諾的滙豐集團成員;
  - (v) 付款銀行向發票人提供已兑現支票影本(該影本可能載有關於收款人的資料);
  - (vi) 代表個別人士行事提供該個別人士資料的任何人士、收款人、受益人、戶口代名人、中介人、往來及代理銀行、 結算公司、結算或交收系統、市場交易對手、上游預扣税代理、掉期或交易儲存庫、證券交易所、客戶擁有證券 權益的公司(如該等證券由銀行或任何滙豐集團成員持有),或向客戶的戶口作出任何付款的人士;
  - (vii) 客戶因申請本行產品及服務而選擇接觸的第三方服務供應商;
  - (viii) 信貸資料服務機構(包括信貸資料服務機構所使用的任何中央資料庫之經營者),如資料當事人欠帳時則可將該等 資料提供予債務追收代理;
  - (ix) 銀行或其任何分行或任何滙豐集團成員就有關第4(x)、4(xi)或4(xii)段所載目的而有責任或必須或被預期向其作出 披露的任何人士;
  - (x) 銀行的任何實質或建議受讓人,或就銀行對資料當事人權益的參與人或附屬參與人或承轉人;
  - (xi) 各商號的收單財務機構;及
  - (xii) (a) 任何滙豐集團成員;
    - (b) 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;
    - (c) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商或各商號;
    - (d) 銀行及/或任何滙豐集團成員之合作品牌夥伴(該等合作夥伴名稱會於有關服務及產品的申請表格上列明);
    - (e) 慈善或非牟利機構;及
    - (f) 銀行就以上第4(viii)段所述的用途而任用的第三方服務供應商(包括但不限於寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司)。

有關資料可能轉移至香港以外。

- 6. 就資料當事人(不論以借款人、按揭人或擔保人身分,以及不論以資料當事人本人單名或與其他人士聯名方式)於2011 年4月1日當日或以後申請的按揭有關的資料,銀行可能會把下列資料當事人資料(包括不時更新任何下列資料的資料) 以銀行及/或代理人的名義提供予信貸資料服務機構:
  - (i) 全名:
  - (ii) 就每宗按揭的身分(即作為借款人、按揭人或擔保人,及以資料當事人本人單名或與其他人士聯名方式);
  - (iii) 香港身分證號碼或旅遊證件號碼或公司註冊證明書號碼;
  - (iv) 出生日期或公司成立日期;
  - (v) 通訊地址或註冊辦事處地址;
  - (vi) 就每宗按揭的按揭帳戶號碼;
  - (vii) 就每宗按揭的信貸種類;
  - (viii) 就每宗按揭的按揭帳戶狀況(如:生效、已結束、已撇帳(因破產令導致除外)、因破產令導致已撇帳);及
  - (ix) 就每宗按揭的按揭帳戶結束日期(如適用)。

信貸資料服務機構會使用上述由銀行提供的資料統計資料當事人(分別以借款人、按揭人或擔保人身分,及不論以資料當事人本人單名或與其他人士聯名方式)不時於信貸提供者持有按揭的宗數,並存於信貸資料服務機構的個人信貸資料庫內讓信貸提供者共用(須受根據條例核准及發出的個人信貸資料實務守則的規定所限)。

#### 7. 在直接促銷中使用資料

當資料當事人為此目的而向銀行給予同意,銀行可將其資料作直接促銷用途。就此,請注意:

- (i) 銀行可能使用以下類別的資料作直接促銷用途:
  - (a) 銀行不時持有的資料當事人姓名、聯絡資料、產品及服務組合資料、交易模式及行為、交易地點、財務背景、 人口統計數據及流動裝置識別碼用於直接促銷;及
  - (b) 資料當事人不時使用銀行網站、流動應用程式的相關資料,不論是透過cookies或其他方式收集;
- (ii) 可用作促銷下列類別的服務、產品及促銷標的:
  - (a) 財務、保險、信用卡、銀行及相關服務及產品;
  - (b) 獎賞、客戶或會員或優惠計劃及相關服務及產品;
  - (c) 銀行及/或任何滙豐集團成員的合作品牌夥伴提供之服務及產品(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明);及
  - (d) 為慈善及/或非牟利用途的捐款及捐贈;
- (iii) 上述服務、產品及促銷標的可能由銀行及/或下列各方提供或(就捐款及捐贈而言)徵求:
  - (a) 任何滙豐集團成員;
  - (b) 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;
  - (c) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商或各商號;
  - (d) 銀行及/或任何滙豐集團成員之合作品牌夥伴(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明):及
  - (e) 慈善或非牟利機構;
- (iv) 除由銀行促銷上述服務、產品及促銷標的以外,銀行亦擬將以上第(7)(i)段所述的資料提供予恒生銀行集團的其他成員公司,以供該等人士在促銷該等服務、產品及促銷標的中使用,而銀行為此用途須獲得資料當事人書面同意(包括表示不反對);

如資料當事人不希望銀行如上述使用其資料或將其資料提供予恒生銀行集團的其他成員公司作直接促銷用途,資料當事人可通知銀行行使其選擇權拒絕促銷。

8. 使用銀行應用程式介面(「API」)向資料當事人的第三方服務供應商轉移個人資料

銀行可根據資料當事人向銀行或資料當事人使用之第三方服務供應商所發出的指示,使用銀行的API向第三方服務供應商轉移資料當事人的資料,以作銀行或第三方服務供應商所通知資料當事人的用途及/或資料當事人根據條例所同意的用途。

- 9. 根據條例規定及按其認可及發出的個人信貸資料實務守則,任何資料當事人均有權:
  - (i) 查核銀行是否持有其個人的資料及有權查閱有關的資料;
  - (ii) 要求銀行對其不準確的個人資料作出更正:
  - (iii) 查悉銀行對資料的政策及實務,並獲知銀行持有其個人資料的類別;
  - (iv) 查詢並獲銀行告知何等資料會經常向信貸資料服務機構或債務追收代理披露,及獲銀行提供進一步資料,藉以 向有關信貸資料服務機構或債務追收代理提出查閱及改正資料要求;及
  - (v) 就銀行向信貸資料服務機構提供的任何帳戶資料(為免生疑問,包括任何帳戶還款資料),於全數清還欠帳後結束帳戶時,指示銀行要求信貸資料服務機構自其資料庫中删除該等帳戶資料,但指示必須於帳戶結束後五年內提出及於緊接終止信貸前五年內沒有任何拖欠為期超過60日的欠款。帳戶還款資料包括上次到期的還款額,上次報告期間(即緊接銀行上次向該信貸資料服務機構提供帳戶資料前不多於31日的期間)所作還款額,剩餘可用信貸額或未償還數額及欠款資料(即過期欠款額及逾期還款日數,清還過期欠款的日期,及全數清還拖欠為期超過60日的欠款的日期(如有))。
- 10. 如帳戶出現任何拖欠還款情况,除非拖欠金額在由拖欠日期起計60日屆滿前全數清還或已撇帳(因破產令導致撇帳除外),否則帳戶還款資料(定義見以上第(9)(v)段)會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年。
- 11. 如資料當事人因被頒布破產令而導致任何帳戶金額被撇帳,不論帳戶還款資料有否顯示任何拖欠為期超過60日的還款,該帳戶還款資料(定義見以上第(9)(v)段))會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年,或由資料當事人提出證據通知信貸資料服務機構其已獲解除破產令後保留多五年(以較早出現的情况為準)。
- 12. 根據條例規定,銀行有權就處理任何資料查閱的要求收取合理費用。

13. 任何關於資料查閱或資料更正,或關於資料政策及實務或資料種類等要求,應向下列人士提出:

恒生銀行有限公司 資料保護主任 香港德輔道中83號

傳真: (852) 2868 4042

- 14. 銀行在批核信貸申請時,可能參考由信貸資料服務機構提供有關資料當事人的信貸報告。假如資料當事人有意索取 有關報告,可要求銀行提供有關信貸資料服務機構的聯絡詳情。
- 15. 本通知不會限制資料當事人在條例下所享有的權利。

生效日期:2014年6月15日(於2022年5月更新)

\* 適用於2014年6月16日或之後與銀行建立關係,或其他已同意本通知版本的客戶及其他個別人士。若閣下於2014年6月 16日之前與銀行建立關係且未有同意本通知版本,請參閱:

 $\underline{https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/zh\_HK/notice\_c\_2013.pdf}$ 

註:中文本與英文本如有歧義,概以英文本為準。



## 恒生银行有限公司(「银行」)

## \* 致各客户及其他个别人士关于个人资料(私隐)条例(「条例」)的通知

- 1. 客户及其他个别人士(包括但不限于银行/财务服务及银行融资/信贷便利的申请人,为银行融资/信贷便利提供抵押或担保的担保人及人士、公司客户或申请人的股东、董事、控制人、职员及管理人员、合夥商的合夥人或合夥成员、信托的实益拥有人、受托人、财产授予人或保障人、指定户口持有人、指定收款人、客户的代表、代理或代名人,或与客户建立了关系的任何其他人士,而该关系关乎客户及银行的关系)(统称「资料当事人」),就各项事宜例如申请开立或延续户口、建立或延续银行融资/信贷便利、要求银行提供有关银行/财务服务或遵守任何法律或监管或其他机关发出的指引或要求,需不时向银行提供有关资料。
- 2. 若未能向银行提供有关资料,会导致银行无法批准开立或延续户口、建立或延续银行融资/信贷便利或提供有关银行/财务服务。
- 3. 银行亦会从以下各方收集资料:(i)资料当事人与银行日常业务往来中(例如资料当事人开出支票、存款或申请信贷时)、(ii)代表资料当事人行事的人士提供资料当事人的资料、(iii)资料当事人使用银行网站及流动应用程式,包括按照银行私隐政策(https://www.hangseng.com/zh-cn/resources/important-message/#privacy)及(iv)其他来源(例如从获核准加入多家个人信贷资料服务机构营运模式的信贷资料服务机构(以下简称「信贷资料服务机构」)获取资料)。资料亦可能与银行或任何汇丰集团成员(「汇丰集团」一并及分别地指汇丰控股有限公司,其附属公司、子公司、联营单位及彼等的任何分行及办事处。而「汇丰集团成员」具有相同涵义)可获取的其他资料组合或产生。
- 4. 资料可能会作下列用途:
  - (i) 考虑产品及服务申请及向资料当事人提供银行/财务产品、服务和银行融资/信贷便利之日常运作;
  - (ii) 在资料当事人申请信贷时进行的信贷调查,及通常每年进行一次或以上的定期或特别审查;
  - (iii) 编制及维持银行的信贷评分模式;
  - (iv) 协助其他在香港获核准加入多家个人信贷资料服务机构模式的信贷提供者(以下简称「**信贷提供者**」)作信贷审查及债务追讨;
  - (v) 确保资料当事人的信用维持良好;
  - (vi) 为资料当事人设计银行/财务服务或有关产品;
  - (vii) 不时分析资料当事人如何查阅及使用银行的服务,包括银行网站及流动应用程式上所提供的服务;
  - (viii) 为宣传及推广服务、产品及其他促销标的(包括与直接促销相关连的,详情请参阅以下第7段);
  - (ix) 确定银行对资料当事人或资料当事人对银行的债务;
  - (x) 执行资料当事人向银行应负责任,包括但不限于向资料当事人及向为资料当事人的责任提供抵押或担保的人士追讨欠款;
  - (xi) 遵守银行或其任何分行或任何汇丰集团成员就以下各项负上或与之有关的责任、要求或安排(不论强制或自愿性质);
    - (a) 现在及将来于香港特别行政区(「**香港**」)境内或境外存在的任何法律、法规、判决、法院命令、自愿守则、制裁制度(「**法律**」)(例如税务条例及其条文,包括有关自动交换财务帐户资料):
    - (b) 现在及将来于香港境内或境外存在的任何法律、监管、政府、税务、执法或其他机关,或财务服务供应商的自律监管或行业组织或协会所提供或发出的任何指引、指导或要求,及任何国际指引、内部政策或程序(例如税务局所提供或发出的指引或指导,包括有关自动交换财务帐户资料);
    - (c) 对汇丰集团整体或任何部分具有司法权限的本地或外地法律、监管、司法、行政、公营或执法机关,或政府、税务、税收、财政、证券或期货交易所、法院、中央银行或其他机关,或财务服务供应商的自律监管或行业组织或协会或彼等的任何代理(统称及各称「权力机关」)向银行或其任何分行或任何汇丰集团成员施加的、与彼等订立的或适用于彼等的任何现在或将来的合约或其他承诺;或
    - (d) 权力机关之间的任何协议或条约;
  - (xii) 遵守汇丰集团为符合制裁或预防或侦测清洗黑钱、恐怖分子融资活动或其他非法活动的任何方案就于汇丰集团内共用资料及资讯及/或资料及资讯的任何其他使用而指定的任何责任、要求、政策、程序、措施或安排;
  - (xiii) 采取任何行动以遵守银行或任何汇丰集团成员的责任以符合与下述事宜有关的法律或国际指引或监管要求: 有关侦测、调查及预防清洗黑钱、恐怖分子融资活动、贿赂、贪污、逃税、欺诈、逃避经济或贸易制裁及/或规避或违反有关此等事宜的任何法律的任何行为或意图;
  - (xiv) 遵守银行或任何汇丰集团成员的任何责任,以符合权力机关的任何指令或要求;

- (xv) 使银行的实质或建议受让人,或银行对资料当事人权益的参与人或附属参与人,能对有关拟进行的转让、参与或 附属参与的交易作出评核;
- (xvi) 与接受由银行发出的信用卡的商号(下称「各商号」)及各联营机构交换资料;
- (xvii) 就任何卡交易,与各商号的收单财务机构核实资料当事人的身分;及
- (xviii) 与上述有关的用途。
- 5. 银行或汇丰集团成员会将资料当事人的资料保密,但银行或汇丰集团成员可能会将有关资料提供予下列各方(不论于香港境内或境外)作以上第4段所述的用途:
  - (i) 汇丰集团的任何代理、承包商、次承包商、服务供应商或联营人士(包括彼等的雇员、董事、职员、代理人、承包商、服务供应商及专业顾问);
  - (ii) 任何就银行业务运作向银行提供行政、电讯、电脑、付帐、债务追讨或证券结算或其他服务的第三方服务供应 商(包括彼等的雇员、董事及职员);
  - (iii) 任何权力机关;
  - (iv) 任何对银行有保密责任的其他人士,包括就有关资料对银行有保密承诺的汇丰集团成员;
  - (v) 付款银行向发票人提供已兑现支票影本(该影本可能载有关于收款人的资料);
  - (vi) 代表个别人士行事提供该个别人士资料的任何人士、收款人、受益人、户口代名人、中介人、往来及代理银行、结算公司、结算或交收系统、市场交易对手、上游预扣税代理、掉期或交易储存库、证券交易所、客户拥有证券权益的公司(如该等证券由银行或任何汇丰集团成员持有),或向客户的户口作出任何付款的人士;
  - (vii) 客户因申请本行产品及服务而选择接触的第三方服务供应商;
  - (viii) 信贷资料服务机构(包括信贷资料服务机构所使用的任何中央资料库之经营者),如资料当事人欠帐时则可将该等资料提供予债务追收代理;
  - (ix) 银行或其任何分行或任何汇丰集团成员就有关第4(x)、4(xi)或4(xii)段所载目的而有责任或必须或被预期向其作出 披露的任何人士;
  - (x) 银行的任何实质或建议受让人,或就银行对资料当事人权益的参与人或附属参与人或承转人;
  - (xi) 各商号的收单财务机构;及
  - (xii) (a) 任何汇丰集团成员;
    - (b) 第三方财务机构、承保人、信用卡公司、证券及投资服务供应商;
    - (c) 第三方奖赏、客户或会员、合作品牌或优惠计划供应商或各商号;
    - (d) 银行及/或任何汇丰集团成员之合作品牌夥伴(该等合作夥伴名称会于有关服务及产品的申请表格上列明);
    - (e) 慈善或非牟利机构;及
    - (f) 银行就以上第4(viii)段所述的用途而任用的第三方服务供应商(包括但不限于寄件中心、电讯公司、电话促销及直销代理人、电话中心、资料处理公司及资讯科技公司)。

有关资料可能转移至香港以外。

- 6. 就资料当事人(不论以借款人、按揭人或担保人身分,以及不论以资料当事人本人单名或与其他人士联名方式)于2011 年4月1日当日或以后申请的按揭有关的资料,银行可能会把下列资料当事人资料(包括不时更新任何下列资料的资料) 以银行及/或代理人的名义提供予信贷资料服务机构:
  - (i) 全名
  - (ii) 就每宗按揭的身分(即作为借款人、按揭人或担保人,及以资料当事人本人单名或与其他人士联名方式);
  - (iii) 香港身分证号码或旅游证件号码或公司注册证明书号码;
  - (iv) 出生日期或公司成立日期;
  - (v) 通讯地址或注册办事处地址;
  - (vi) 就每宗按揭的按揭帐户号码;
  - (vii) 就每宗按揭的信贷种类;
  - (viii) 就每宗按揭的按揭帐户状况(如:生效、已结束、已撇帐(因破产令导致除外)、因破产令导致已撇帐);及
  - (ix) 就每宗按揭的按揭帐户结束日期(如适用)。

信贷资料服务机构会使用上述由银行提供的资料统计资料当事人(分别以借款人、按揭人或担保人身分,及不论以资料当事人本人单名或与其他人士联名方式)不时于信贷提供者持有按揭的宗数,并存于信贷资料服务机构的个人信贷资料库内让信贷提供者共用(须受根据条例核准及发出的个人信贷资料实务守则的规定所限)。

#### 7. 在直接促销中使用资料

当资料当事人为此目的而向银行给予同意,银行可将其资料作直接促销用途。就此,请注意:

- (i) 银行可能使用以下类别的资料作直接促销用途:
  - (a) 银行不时持有的资料当事人姓名、联络资料、产品及服务组合资料、交易模式及行为、交易地点、财务背景、 人口统计数据及流动装置识别码用于直接促销;及
  - (b) 资料当事人不时使用银行网站、流动应用程式的相关资料,不论是透过cookies或其他方式收集;
- (ii) 可用作促销下列类别的服务、产品及促销标的:
  - (a) 财务、保险、信用卡、银行及相关服务及产品;
  - (b) 奖赏、客户或会员或优惠计划及相关服务及产品;
  - (c) 银行及/或任何汇丰集团成员的合作品牌夥伴提供之服务及产品(该等合作品牌夥伴名称会于有关服务及产品的申请表格上列明);及
  - (d) 为慈善及/或非牟利用途的捐款及捐赠;
- (iii) 上述服务、产品及促销标的可能由银行及/或下列各方提供或(就捐款及捐赠而言)徵求:
  - (a) 任何汇丰集团成员;
  - (b) 第三方财务机构、承保人、信用卡公司、证券及投资服务供应商;
  - (c) 第三方奖赏、客户或会员、合作品牌或优惠计划供应商或各商号;
  - (d) 银行及/或任何汇丰集团成员之合作品牌夥伴(该等合作品牌夥伴名称会于有关服务及产品的申请表格上列明);及
  - (e) 慈善或非牟利机构;
- (iv) 除由银行促销上述服务、产品及促销标的以外,银行亦拟将以上第(7)(i)段所述的资料提供予恒生银行集团的其他成员公司,以供该等人士在促销该等服务、产品及促销标的中使用,而银行为此用途须获得资料当事人书面同意(包括表示不反对);

如资料当事人不希望银行如上述使用其资料或将其资料提供予恒生银行集团的其他成员公司作直接促销用途,资料当事人可通知银行行使其选择权拒绝促销。

8. 使用银行应用程式介面(「API」)向资料当事人的第三方服务供应商转移个人资料

银行可根据资料当事人向银行或资料当事人使用之第三方服务供应商所发出的指示,使用银行的API向第三方服务供应商转移资料当事人的资料,以作银行或第三方服务供应商所通知资料当事人的用途及/或资料当事人根据条例所同意的用途。

- 9. 根据条例规定及按其认可及发出的个人信贷资料实务守则,任何资料当事人均有权:
  - (i) 查核银行是否持有其个人的资料及有权查阅有关的资料;
  - (ii) 要求银行对其不准确的个人资料作出更正;
  - (iii) 查悉银行对资料的政策及实务,并获知银行持有其个人资料的类别;
  - (iv) 查询并获银行告知何等资料会经常向信贷资料服务机构或债务追收代理披露,及获银行提供进一步资料,藉以向有关信贷资料服务机构或债务追收代理提出查阅及改正资料要求;及
  - (v) 就银行向信贷资料服务机构提供的任何帐户资料(为免生疑问,包括任何帐户还款资料),于全数清还欠帐后结束帐户时,指示银行要求信贷资料服务机构自其资料库中删除该等帐户资料,但指示必须于帐户结束后五年内提出及于紧接终止信贷前五年内没有任何拖欠为期超过60日的欠款。帐户还款资料包括上次到期的还款额,上次报告期间(即紧接银行上次向该信贷资料服务机构提供帐户资料前不多于31日的期间)所作还款额,剩馀可用信贷额或未偿还数额及欠款资料(即过期欠款额及逾期还款日数,清还过期欠款的日期,及全数清还拖欠为期超过60日的欠款的日期(如有))。
- 10. 如帐户出现任何拖欠还款情况,除非拖欠金额在由拖欠日期起计60日届满前全数清还或已撇帐(因破产令导致撇帐除外),否则帐户还款资料(定义见以上第(9)(v)段)会在全数清还该拖欠还款后被信贷资料服务机构继续保留多五年。
- 11. 如资料当事人因被颁布破产令而导致任何帐户金额被撇帐,不论帐户还款资料有否显示任何拖欠为期超过60日的还款,该帐户还款资料(定义见以上第(9)(v)段))会在全数清还该拖欠还款后被信贷资料服务机构继续保留多五年,或由资料当事人提出证据通知信贷资料服务机构其已获解除破产令后保留多五年(以较早出现的情况为准)。
- 12. 根据条例规定,银行有权就处理任何资料查阅的要求收取合理费用。

13. 任何关于资料查阅或资料更正,或关于资料政策及实务或资料种类等要求,应向下列人士提出:

恒生银行有限公司 资料保护主任 香港德辅道中83号

传真:(852)28684042

- 14. 银行在批核信贷申请时,可能参考由信贷资料服务机构提供有关资料当事人的信贷报告。假如资料当事人有意索取有 关报告,可要求银行提供有关信贷资料服务机构的联络详情。
- 15. 本通知不会限制资料当事人在条例下所享有的权利。

生效日期:2014年6月15日(于2022年5月更新)

\* 适用于2014年6月16日或之后与银行建立关系,或其他已同意本通知版本的客户及其他个别人士。若阁下于2014年6月 16日之前与银行建立关系且未有同意本通知版本,请参阅:

 $\underline{\text{https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/zh\_CN/notice\_c\_2013.pdf}$ 

注:中文本与英文本如有歧义,概以英文本为准。



## Hang Seng Bank Limited (the "Bank")

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

- 1. From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking/ financial services and banking/credit facilities, sureties and persons providing security or guarantee for banking/credit facilities, shareholders, directors, controlling persons, officers and managers of a corporate customer or applicant, partners or members of a partnership, beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of a customer, or any other persons with whom a customer has a relationship that is relevant to the customer's relationship with the Bank) (collectively "data subjects") to supply the Bank with data in connection with various matters such as the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or provision of related banking/financial services or compliance with any laws, guidelines or requests issued by regulatory or other authorities.
- 2. Failure to supply such data may result in the Bank being unable to approve the opening of or continue accounts or establish or continue banking/credit facilities or provide related banking/financial services.
- 3. It is also the case that data are collected from (i) data subjects in the ordinary course of the continuation of the banking/financial relationship (for example, when data subjects write cheques, deposit money or apply for credit), (ii) a person acting on behalf of the data subjects whose data are provided, (iii) data subjects' use of the Bank's websites and apps, including in accordance with the Bank's Privacy Policy (https://www.hangseng.com/en-hk/resources/important-message/#privacy) and (iv) other sources (for example, information obtained from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit reference agencies")). Data may also be generated or combined with other information available to the Bank or any member of the HSBC Group ("HSBC Group" means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually) and "member of the HSBC Group" has the same meaning).
- 4. The purposes for which data may be used are as follows:
  - (i) considering applications for products and services and the daily operation of the banking/financial products, services and banking/credit facilities provided to data subjects;
  - (ii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
  - (iii) creating and maintaining the Bank's credit scoring models;
  - (iv) assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "**credit providers**") to conduct credit checks and collect debts;
  - (v) ensuring ongoing credit worthiness of data subjects;
  - (vi) designing banking/financial services or related products for data subjects' use;
  - (vii) analysing how data subjects access and use the Bank's services including services available on the Bank's websites and apps from time to time;
  - (viii) advertising and marketing services, products and other subjects (including in connection with direct marketing as detailed in paragraph 7 below);
  - (ix) determining the amount of indebtedness owed to or by data subjects;
  - (x) the enforcement of data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security or guarantee for data subjects' obligations;
  - (xi) meeting obligations, requirements or arrangements, whether compulsory or voluntary, of the Bank or any of its branches or any member of the HSBC Group to comply with, or in connection with:
    - (a) any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside the Hong Kong Special Administrative Region ("**Hong Kong**") existing currently and in the future ("**Laws**") (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
    - (b) any guidelines, guidance or requests given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future and any international guidance, internal policies or procedures (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);

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- (c) any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, or governmental, tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of the HSBC Group (together the "Authorities" and each an "Authority") that is assumed by, imposed on or applicable to the Bank or any of its branches or any member of the HSBC Group; or
- (d) any agreement or treaty between Authorities;
- (xii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (xiii) conducting any action to meet obligations of the Bank or any member of the HSBC Group to comply with Laws or international guidance or regulatory requests relating to or in connection with the detection, investigation and prevention of money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions and/or any acts or attempts to circumvent or violate any Laws relating to these matters;
- (xiv) meeting any obligations of the Bank or any member of the HSBC Group to comply with any demand or request from the Authorities;
- (xv) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the data subject to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (xvi) exchanging information with merchants accepting credit cards issued by the Bank (each a "merchant") and co-branding partners;
- (xvii) verifying data subjects' identities with any card acquirer of a merchant in connection with any card transactions; and (xviii) purposes relating thereto.
- 5. Data held by the Bank or a member of the HSBC Group relating to a data subject will be kept confidential but the Bank or a member of the HSBC Group may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph 4 above:
  - (i) any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors, officers, agents, contractors, service providers, and professional advisers);
  - (ii) any third party service provider who provides administrative, telecommunications, computer, payment, debt collection or securities clearing or other services to the Bank in connection with the operation of its business (including their employees, directors and officers);
  - (iii) any Authorities;
  - (iv) any person under a duty of confidentiality to the Bank including a member of the HSBC Group which has undertaken to keep such information confidential;
  - (v) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (vi) any persons acting on behalf of an individual whose data are provided, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the customer has an interest in securities (where such securities are held by the Bank or any member of the HSBC Group) or a person making any payment into the customer's account;
  - (vii) third party service providers with whom the customer has chosen to interact with in connection with the customer's application for the Bank's products and services;
  - (viii) credit reference agencies (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;
  - (ix) any person to whom the Bank or any of its branches or any member of the HSBC Group is under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with, paragraph 4(x), 4(xi) or 4(xii);
  - (x) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the data subject;
  - (xi) any card acquirer of a merchant; and
  - (xii) (a) any member of the HSBC Group;
    - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
    - (c) third party reward, loyalty, co-branding or privileges programme providers or merchants;
    - (d) co-branding partners of the Bank and/or any member of the HSBC Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
    - (e) charitable or non-profit making organisations; and

Such information may be transferred to a place outside Hong Kong.

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

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

#### 7. USE OF DATA IN DIRECT MARKETING

Where a data subject has given consent for the Bank to do so, the Bank may use the data subject's data to provide the data subject with direct marketing. In this connection, please note that:

- (i) the Bank may use the following categories of data for its direct marketing purposes:
  - (a) the name, contact details, products and services portfolio information, transaction pattern and behaviour, transaction location, financial background, demographic data, and mobile device ID of a data subject held by the Bank from time to time; and
  - (b) information relating to the data subject's use of the Bank's websites, mobile apps from time to time, whether through cookies or otherwise;
- (ii) the following classes of services, products and subjects may be marketed:
  - (a) financial, insurance, credit card, banking and related services and products;
  - (b) reward, loyalty or privileges programmes and related services and products;
  - (c) services and products offered by co-branding partners of the Bank and/or any member of the HSBC Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (d) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
  - (a) any member of the HSBC Group;
  - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - (c) third party reward, loyalty, co-branding or privileges programme providers or merchants;
  - (d) co-branding partners of the Bank and/or any member of the HSBC Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (e) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph 7 (i) above to other members of the Hang Seng Bank Group for use by them in marketing those services, products and subjects, and the Bank requires the data subject's written consent (which includes an indication of no objection) for that purpose.

If a data subject does not wish the Bank to use or provide his data to other members of the Hang Seng Bank Group for use in direct marketing as described above, the data subject may exercise his opt-out right by notifying the Bank.

## 8. TRANSFER OF PERSONAL DATA TO DATA SUBJECT'S THIRD PARTY SERVICE PROVIDERS USING BANK APPLICATION PROGAMMING INTERFACES ("API")

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

- 9. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any data subject has the right:
  - (i) to check whether the Bank holds data about him and of access to such data;
  - (ii) to require the Bank to correct any data relating to him which is inaccurate;
  - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
  - (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies); and
  - (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to the credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- 10. In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph 9 (v) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.
- 11. In the event any amount in an account is written-off due to a bankruptcy order being made against a data subject, the account repayment data (as defined in paragraph 9 (v) above) may be retained by credit reference agencies, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency(ies), whichever is earlier.
- 12. In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- 13. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:

Data Protection Officer Hang Seng Bank Limited 83 Des Voeux Road Central Hong Kong

Fax: (852) 2868 4042

- 14. The Bank may have obtained credit report(s) on the data subject from credit reference agency(ies) in considering any application for credit. In the event the data subject wishes to access the credit report(s), the Bank will advise the contact details of the relevant credit reference agency(ies).
- 15. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

Effective Date: 15 June 2014 (Updated in May 2022)

- \* Applicable to customers and individuals who have established a relationship with the Bank on or after 16 June 2014, or otherwise consented to this version of Notice. If you have established a relationship with the Bank before 16 June 2014 and have not consented to this version of Notice, please refer to:
  - $\underline{\text{https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/notice\_e\_2013.pdf}$

Note: In case of discrepancies between the English and Chinese version, the English version shall apply and prevail.

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