

# APPLICATION FORM FOR HANG SENG BUSINESS LOAN ("BUSINESS LOAN")

Please fax the completed application form and related supporting documents to **3478 9217**.

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

(Please complete in English BLOCK LETTER and "√" where applicable.)

## I. COMPANY INFORMATION

Name of Applicant _____	C.I./B.R. No. C _____ / B _____
Organization Type <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Company <input type="checkbox"/> Others, please specify: _____	
Country of Incorporation <input type="checkbox"/> Hong Kong <input type="checkbox"/> Others, please specify: _____	
Office Address _____	
Nature of Business _____	Date of Incorporation/Business Commenced (DD/MM/YYYY) _____
Major Supplier _____	Major Buyer _____
No. of Staff in HK _____	Annual Sales Turnover HK\$ _____
Source and Origin of Funds _____	Hang Seng Account No. (if any) _____
Name of Contact Person _____	Position _____ Contact No. _____

Remark: For any change on the company 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.

## II. APPLICATION FOR THE BUSINESS LOAN (INSTALMENT LOAN AND/OR BUSINESS OVERDRAFT FACILITY) & PRIORITY APPROVED HANG SENG PLATINUM COMMERCIAL CARD ("PLATINUM COMMERCIAL CARD")

Apply for Instalment Loan<sup>(1)</sup> & Platinum Commercial Card<sup>(2)</sup>

Requested Amount for Instalment Loan: HK\$ \_\_\_\_\_ (minimum HK\$100,000)

Tenor of Instalment Loan:  12-month  18-month  24-month  30-month  36-month  42-month  48-month  54-month<sup>#</sup>  60-month<sup>#</sup>

Apply for waiver of Principal Repayment in the first 3-month<sup>(3)</sup>

\* Only applicable to Instalment Loan amount of HK\$1,000,000 above.

Apply for Business Overdraft Facility<sup>(4)</sup> with limit of HK\$ \_\_\_\_\_ (minimum HK\$20,000) & Platinum Commercial Card<sup>(2)</sup>

If you do not wish to apply for Platinum Commercial Card, please "√" this box.

## III. INFORMATION OF SOLE PROPRIETOR/PARTNERS/DIRECTOR(S)/GUARANTOR(S)\*

	Sole Proprietor/ Partner/Director	Partner/Director	Partner/Director	Partner/Director
Name (% of Share)	( % )	( % )	( % )	( % )
HKID/Passport No.				
Date of Birth (DD/MM/YYYY)				
Guarantor of this Application	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

\* Please provide **identity document copy and address proof**. Please cross out blank space above to avoid fraud. If there are more than 4 people, please use separate form(s).

## IV. DECLARATION & SIGNATURE

I/We hereby apply for the facility as set out above, and acknowledge, agree and accept the following terms and conditions:

- I/We acknowledge, agree and accept that: (a) the Preliminary Phone Approval of Business Loan is subject to final approval and confirmation by Hang Seng and Hang Seng reserves the right to request further supporting documents for the application; (b) I/we agree to pay interest and other fees and charges on the Business Loan at the prevailing rate as Hang Seng may determine and notify me/us from time to time; (c) I/we and each of the individuals who signs this application form ("each individual") certify that the particulars and information provided by me/us, whether in verbal or written form and in whatever manner, in connection with the application are true and correct in all respects and authorise Hang Seng to contact any party as Hang Seng deems necessary for verification and/or to disclose to or obtain from any party any information of me/us and/or any matter relating or incidental to the application at any time (whether before, on or after the approval of the Business Loan) without further reference to or consent from me/us; (d) any supporting documents once submitted by me/us to Hang Seng (whether the Business Loan is approved or otherwise) are not returnable; (e) Hang Seng has the absolute discretion to reject any application or to approve a loan of a lesser amount than that I/we applied for and reserves the right to revise the loan amount, interest rate, fees and charges and other terms and conditions from time to time without giving any reasons; (f) the final approved loan amount, interest rate, fees and charges and other terms and conditions of the Business Loan are subject to the relevant loan documents to be accepted and signed by me/us; and (g) Hang Seng reserves the right of final approval.
- I/We undertake to inform Hang Seng promptly in writing (i) if I/we am/are or was/were (within the past 12 months) director(s) of, or if I/we am/are substantial shareholder(s)/chief executive(s)/employee(s) of any member of, the HSBC Group or a relative(s) of or trustee(s) for any such director(s)/substantial shareholder(s)/chief executive(s)/employee(s) OR (ii) if Hang Seng and/or the Hongkong and Shanghai Banking Corporation Limited ("HongkongBank"), any director of Hang Seng and/or HongkongBank, and/or any relative of any such director is/are the director(s), partner(s), manager(s) and/or agent(s) of my/our firm/company. I/We also undertake to promptly inform Hang Seng if any one of us is or becomes in any way connected with (i) director(s) of Hang Seng or any of its subsidiaries; or (ii) entity(ies) controlling 10% or more of the shares in Hang Seng. Hang Seng requires the information to comply with the Listing Rules.
- In case I/we am/are a sole proprietorship or partnership, I/we confirm that, as of the date of this application form, I/we or the government department of the Hong Kong Special Administrative Region in which I/we am/are working have no official dealings with Hang Seng and I/we undertake to inform Hang Seng promptly in writing if I/we or the government department in which I/we am/are working will later become involved in any official dealings with Hang Seng.
- I/We and each individual acknowledge that Hang Seng may use the information provided in connection with this application for direct marketing purposes. I/We and each individual acknowledge and agree that all personal data and information relating to the sole proprietor/partner/director/shareholder/guarantor of my/our firm/company and each individual provided by me/us or each individual at the request of Hang Seng or collected in the course of dealings between me/us or each individual and Hang Seng (the "Data") may be held, used, processed and disclosed by Hang Seng for such marketing and other 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. I/We and each individual also acknowledge and agree 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. Further, I/We and each individual acknowledge 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 the sole proprietor/partner/director/shareholder/guarantor of my/our firm/company and each individual, and use the Data to provide bankers' or credit references in respect of the sole proprietor/partner/director/shareholder/guarantor of my/our firm/company and each individual.

Authorised Signature(s) with Company Chop	Date
X	

Signature(s) of Person(s) under Section III hereof			
Sole Proprietor/Partner/Director/ Guarantor	Partner/Director/Guarantor	Partner/Director/Guarantor	Partner/Director/Guarantor
X	X	X	X
Name: Date:	Name: Date:	Name: Date:	Name: Date:

Notes:

- Hang Seng will charge a **Company Search Fee** of HK\$150 per search. On top of that, Hang Seng will charge a handling fee by way of further loan. Unless specified otherwise, the relevant handling fee will be 2% of the loan amount or HK\$1,000 (whichever is higher).
- Only applicable to customer who has successfully applied for and drawdown the Business Loan and signed the related application form. Customer can enjoy the welcome privileges then available upon successful application of Platinum Commercial Card. Please visit [hangseng.com/comcard](http://hangseng.com/comcard) for details. The final approved credit limit is subject to individual customers' credit assessment result and Hang Seng may request further documents from the customer for the approval purposes. Hang Seng reserves the right of final approval.
- Customer may choose to pay interest only and not to make any principal repayment in the first 3 months of the repayment period. Afterwards, customer shall repay the entire principal and pay interest in the remaining repayment period.
- Customer must make a minimum payment of an amount equivalent to 10% of the total outstanding amount on or before the payment due date as shown on relevant monthly statement. Unless specified otherwise, Hang Seng will also impose a **monthly charge** of 0.3% of the Business Overdraft Facility limit or HK\$300 (whichever is higher).

Please read the attached "Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance".

## 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, officers and managers of corporate customers or applicants) (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.
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 data subjects in the ordinary course of the continuation of the banking/financial relationship, for example, when data subjects write cheques, deposit money or carry out card transactions.
4. The purposes for which data relating to a data subject may be used are as follows:
  - (i) the daily operation of the banking/financial 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 financial institutions 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) marketing services, products and other subjects (please see further details in paragraph 7 below);
  - (viii) determining the amount of indebtedness owed to or by data subjects;
  - (ix) 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;
  - (x) meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for the purposes of any regulations, guidelines or code of practice issued by any legal, regulatory governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or association of financial services providers within or outside the Hong Kong Special Administrative Region (“Hong Kong”) existing currently and in the future, with which the Bank or any of its branches are expected to comply;
  - (xi) 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 group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
  - (xii) 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;
  - (xiii) exchanging information with merchants accepting credit cards issued by the Bank (each a “merchant”) and co-branding partners;
  - (xiv) verifying data subjects’ identities with any card acquirer of a merchant in connection with any card transactions; and
  - (xv) purposes relating thereto.
5. Data held by the Bank relating to a data subject will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph 4 above:
  - (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, debt collection or securities clearing or other services to the Bank in connection with the operation of its business;
  - (ii) any other person under a duty of confidentiality to the Bank including a member of the HSBC Group which has undertaken to keep such information confidential;
  - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (iv) credit reference agencies, and, in the event of default, debt collection agencies;
  - (v) any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for the purposes of any regulations, guidelines or code of practice issued by any legal, regulatory governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or association of financial services providers within or outside Hong Kong existing currently and in the future, with which the Bank or any of its branches are expected to comply;
  - (vi) 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;

- (vii) any card acquirer of a merchant; and
- (viii)
  - (a) any other 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 other 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
  - (f) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph 4 (vii) above.

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 a credit reference agency:
- (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.

The credit reference agency 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 in Hong Kong, 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 database of the credit reference agency 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

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

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a data subject held by the Bank from time to time may be used by the Bank in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
  - (a) financial, insurance, credit card, banking and related services and products;
  - (b) reward, loyalty or privileges programmes and related services and products;
  - (c) services and products offered by co-branding partners of the Bank and/or any other 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 other 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 other 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. 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 an access and correction request to the relevant credit reference agency or debt collection agency; 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 a 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)).
9. 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 8 (v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
10. 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 8 (v) above) may be retained by the credit reference agency, 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, whichever is earlier.
11. 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.
12. 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
13. The Bank may have obtained a credit report on the data subject from a credit reference agency in considering any application for credit. In the event the data subject wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
14. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

Date: April 2013