恒生商務卡申請表格 (適用於委任「授權簽署人士」之客戶)

申請機構、擔保人及被授權持卡人注意事項:

(1)請於適當方格內加「✓」號,並以英文正楷填寫本表格。(2)所有<u>淺黃色</u>部分為申請恒生商務卡(「商務卡」)必須填寫。(3)所有<u>白色</u>部分為可選擇之額外服務/產品/資料。(4)<u>斜體字</u>部分為非必要填寫資料。

致:恒生銀行有限公司(「恒生」)

申請機構資料						
申請機構名稱(英文)				(中文)		
商業登記證號碼(請附副本)	公司註冊證	街書號碼(如屬有限公	司・請附副本)			
申請機構註冊地址 室 樓)	座 大廈					
街道		地區		國家 / 城市		
辦公室電話號碼 ()	電郵地址					
業務性質: □零售銷售 □貿易 □批發 產品:						
□服務:						
□其他,請註明: 資金來源及源頭						
	各內加「✔」)		於卡面列印公司標誌			
被授權持卡人資料						
被授權持卡人均須為年滿18歲。如申請機構為: 構為有限公司,則50%或以上持股人需遞交個/		為其中一位被授權持	卡人。如申請機構為	時合夥公司・其中一位	立被授權持卡人必須;	為合夥人。如申請機
	被授權	寺卡人 1	被授權	持卡人2	被授權打	寺卡人 3
稱謂	口先生 口小姐	口太太 口女士	口先生 口小姐	口太太 口女士	口先生 口小姐	口太太 口女士
英文姓名 姓氏: 名稱:						
中文姓名						
國籍						
香港身份證/護照號碼(請附副本)						
出生日期(日/月/年)	/	/	/	/	/	/
職位						
手提電話	()		()		()	
辦公室電話+	()		()		()	
現時住址						
卡類(可選多項)	□港元商務 World Mastercard	□ 銀聯人民幣 鑽石商務卡	□港元商務 World Mastercard	□ 銀聯人民幣 鑽石商務卡	□港元商務 World Mastercard	□ 銀聯人民幣 鑽石商務卡
建議給予之最高信用額 * (最低為5,000及必須為1,000之倍數)	нкр	CNY	НКД	CNY	нкр	CNY
拒絕信用限額過額	口是	口是	口是	口是	口是	□是
電郵地址(最多35個字)						
經自動櫃員機享有現金透支服務	□ 是,英文顯示 □ 是,中文顯示	□ 是,英文顯示 □ 是,中文顯示	□是,英文顯示 □是,中文顯示	□ 是,英文顯示 □ 是,中文顯示	□ 是,英文顯示 □ 是,中文顯示	□ 是,英文顯示 □ 是,中文顯示
東主或合夥人或 就其已批核信貸金額作擔保人 [▲]	 □東主 □合夥人 □ 擔保人 		 □ 東主 □ 合夥人 □ 擔保人 		 □ 東主 □ 合夥人 □ 擔保人 	
持股量/權益△		%		%		%

個人資料用作直接促銷指示:

恒生可能會使用被授權持卡人的個人資料作直接促銷及提供被授權持卡人的個人資料予恒生銀行集團的其他成員公司(但不會提供予集團以外機構)作其直接促銷之用。								
	被授權持卡人1	被授權持卡人2	被授權持卡人3					
如被授權持卡人不接受恒生使用被授權持卡人的個人資料作直接促銷,請於此空格填上Г✔亅號。								
如被授權持卡人不接受恒生提供被授權持卡人的個人資料予恒生銀行集團的任何其他成員公司作其直 接促銷之用,請於此空格填上「」號。								

請注意:被授權持卡人以上選擇適用於此申請表所附之「恒生銀行有限公司致各客戶及其他個別人士關於個人資料(私隱)條例的通知」(「該通知」)所列產品、服務及/或促 銷標的類別之直接促銷,當中包括,例如,恒生信用卡推廣及商號優惠。該通知亦列明可能用於直接促銷之個人資料種類,以及可能轉移有關個人資料作直接促銷之資料 承轉人類別。

請注意:如被授權持卡人是恒生私人銀行客戶,被授權持卡人以上選擇並不適用於與恒生私人銀行服務有關之直接促銷聯系或資訊而須以被授權持卡人向恒生表達與此有 關的任何現有選擇或要求為準。如被授權持卡人希望行使被授權持卡人的選擇權拒絕接受與恒生私人銀行服務有關之直接促銷聯系或資訊,請聯絡被授權持卡人的客戶經 理。

銀行專用 KYC STAFF ID	ACU1 🗌	ACU2	ACU3 🗌

擔保人資料

(請於遞交申請之前完成並簽署隨附之**「申請恒生商務卡的個人擔保書」**·擔保書亦可於恒生銀行網頁下載。)

如各東主、合夥人或擔保人非被授權持卡人,請填寫以下部分。

	т неуу										
□合顆	多人 1			□合夥	人 2			□合夥/	3		
		口太太	口女士			口太太	口女士			口太太	口女士
:氏: ;稱:											
	/	/			/	/			/	/	
			%				%				%
()			()			()			
()			()			()			
	□東主 □合聚 □擔係 □先生	□ 東主 1 □ 合夥人 1 □ 擔保人 1 □ 先生 □ 小姐 氏: 稱: □	□ 合彩人 1 □ 擔保人 1 □ 先生 □ 小姐 □ 太太 氏: 稱: 	□ 東主 1 □ 合夥人 1 □ 擔保人 1 □ 先生 □ 小姐 □ 太太 □ 女士 氏: 稱: 	□東主1 □東主 □合夥人1 □合夥 □擔保人1 □擔保 □先生 □小姐 □大生 □先生 □ □ 福: □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □	□東主1 □東主2 □合夥人1 □合夥人2 □擔保人1 □擔保人2 □先生 □小姐 □大生 □九里 □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □	□東主1 □東主2 □合夥人1 □合夥人2 □擔保人1 □先生 □先生 □小姐 □大工 □先生 □ホ □ 両 □ ノ / ノ / ノ /	□東主1 □東主2 □合夥人1 □合夥人2 □擔保人1 □先生 □先生 □小姐 □太太 □女士 □氏生 □小姐 □太太 □女士 □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □	□東主1 □東主2 □東主3 □合夥人1 □合夥人2 □合夥/ □擔保人1 □先生 □小姐 □先生 □小姐 □太太 □女士 □先生 □小姐 □太太 □女士 □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □	□東主1 □東主2 □東主3 □合夥人1 □合夥人2 □合夥人3 □擔保人1 □先生 □小姐 □先生 □小姐 □太太 □女士 □先生 □小姐 □太太 □女士 □ □ □ □ □ 二 □ □ □ 二 □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □<	□東主1 □東主2 □東主3 □合夥人1 □合夥人2 □合夥人3 □擔保人1 □先生 □小姐 □太太 □女士 □先生 □小姐 □太太 □女士 □先生 □小姐 □太太 福: □ □ □ □ □ □ □ □ □

* 所有結單及信件均會寄到記錄在本行的通訊地址,並以聯絡人/被授權持卡人為收件人。

+ 聯絡電話號碼 — 請提供最少兩項:必須提供手提電話號碼及辦公室電話號碼。

* 恒生保留修改及批核申請機構建議給予之最高信用額的權利而毋須另行通知。

▲ 如申請機構是有限公司,擔保人必須擁有申請機構最少百分之五十最終實益擁有權,並於遞交本申請表格時簽署及提供有關擔保文件。

▲ 如被授權持卡人亦擔任擔保人,請填寫持股量/權益。

商業登記證	:
公司註冊	
證明書號碼	:

《銀行業(風險承擔限度)規則》第8部 (A)貴公司及/或擔保人是否如第(B)段/條文所述,與滙豐集團任何成員(包括恒生銀行有限公司(恒生銀行)及其附屬公司)有關連? 請於適當方格內加「✔」號,並填上相關關連人士資料(如有)。 申請機構 擔保人姓名 擔保人姓名 擔保人姓名 □ 否 * □ 否 * □ 否 * □否* *現證明於申請當日·本人/本公司並無如第(A)段文所述與滙豐集團有關連。倘日後本人/本公司如第(B)段所述與滙豐集團有關連·本人/本公司同意儘速以書面通知恒 牛銀行。 口是 口是 口是 口是 關連人士資料: 關連人士資料: 關連人士資料: 關連人士資料: 職位 職位 職位 職位 英文全名 英文全名 英文全名 英文全名 關係 關係 關係 關係 借款人及擔保人將取得上述與滙豐集團有關連的人士的同意及授權,以提供其資料給恒生銀行、其分行、其附屬公司及其聯屬公司,以便恒生銀行及其聯屬公 司能遵守《銀行業(風險承擔限度)規則》。 借款人及擔保人授權(並代表上述有關連的人士授權)恒生銀行與恒生銀行的分行、附屬公司及聯屬公司交換有關借款人、擔保人及/或上述有關連的人士的資 料,及借款人、擔保人及/或上述有關連的人士借取/擔保的融通的資料,以便恒生銀行及其聯屬公司能遵守《銀行業(風險承擔限度)規則》。 (B)《銀行業(風險承擔限度)規則》第8部(香港法律第155S章)(規則)對恒生銀行有限公司(恒生銀行)向滙豐集團任何成員(包括恒生銀行及其附屬公司)之有關 連人士的風險承擔作出一定限制。借款人及/或擔保人需就其一切所知通知恒生銀行,借款人及/或擔保人是否與滙豐集團有任何關連;如無該通知,恒生銀行 將以借款人及/或擔保人與滙豐集團沒有規則所指的關連的基礎上處理有關貸款。借款人及/或擔保人發現自身以下列形式與滙豐集團有任何關連,借款人及/ 或擔保人將儘速將詳情以書面通知恒牛銀行。 借款人及擔保人將取得上述與滙豐集團任何成員有關連的人的同意及授權,以提供其資料給恒生銀行、其分行、其附屬公司及其聯屬公司,以便恒生銀行及其 聯屬公司能導守規則。 借款人及擔保人授權(並代表上述有關連的人十授權)恒牛銀行與恒牛銀行的分行、附屬公司及聯屬公司交換有關借款人、擔保人及/或上述有關連的人的資料 及借款人、擔保人及/或上述有關連的人士借取/擔保的融通的資料,以便恒生銀行及其聯屬公司能遵守規則。 本人/本公司會被視為滙豐集團的有關連人士,如果本人/本公司是: (i) 滙豐集團旗下成員的董事或僱員; (ii) 滙豐集團旗下成員的董事或僱員的親屬; (jjj) 滙豐集團的任何控權人、小股東控權人或董事(或如果該控權人、小股東控權人或董事是一個自然人,他/她的親屬)以董事、合夥人、經理或代理人的身分 而具有權益的任何商號、合夥或非上市公司; (iv)滙豐集團的任何控權人、小股東控權人或董事(或如果該控權人、小股東控權人或董事是一個自然人,他/她的親屬)為其擔任擔保人的自然人、商號、合夥 或非上市公司; (v) 滙豐集團的控權人或小股東控權人(或如果該控權人或小股東控權人是一個自然人,他/她的親屬);或 (vi) 任何以上人士(如屬自然人)可以控權的任何商號、合夥或非上市公司。 在本條目中:-「**聯屬公司**」包括依照不時修訂及補充之《公司條例》(香港法律第622章)的定義所指之有聯繫公司及滙豐集團成員為任何實體之控權人: (i) 持有其普通股總數的50%或以上的實益權益,或控制其普通股總數的50%或以上的實體,或 (ii) 有權行使其 50% 或以上的表決權,或有權控制其 50% 或以上的表決權的行使的實體。 「**控權人**|指仟何下列人十: (i) 間接控權人:就任何公司而言,指所發出的指示或指令獲得該公司的董事、或以該公司為附屬公司的另一間公司的董事慣常按照行事的任何人,或 (ii) 大股東控權人:就任何公司而言,指在該公司的任何大會上,或在該公司為附屬公司的另一間公司的任何大會上,單獨或連同任何一名或多於一名相聯者 有權行使超過50%表決權或有權控制超過50%表決權的行使的任何人。 如符合以下情況,某商號、合夥或非上市公司「受控制實體」視為由某自然人控制: (i) 該人擁有受控制實體超過50%的表決權; (ii) 該人根據一份與其他股東(或類似的表決權持有人)的協議,控制受控制實體過半數表決權; (iii)該人具有權利,可委任或罷免受控制實體的董事局(或類似的管治團體)過半數成員; (iv)受控制實體的董事局(或類似的管治團體)過半數成員的委任,是純粹由於該人行使其表決權;或 (v) 該人依據合約或其他方式而具有權力,對受控制實體的管理或政策,發揮具支配性的影響力。 **「滙豐集團**」指滙豐控股有限公司、其附屬公司、聯屬公司及其他滙豐控股有限公司、其附屬公司、聯屬公司能對不論在何地行使控制的其他實體(包括其附屬 公司、聯屬公司及特別目的的實體)。 某公司的**「小股東控權人」**指在該公司的任何大會上,或在以該公司為附屬公司的另一間公司的任何大會上,單獨或連同任何一名或多於一名相聯者有權行使不 少於10%但不超過50%表決權或有權控制不少於10%但不超過50%表決權的行使的任何人。

商業登記證: 公司註冊 證明書號碼:

「**親屬**」指: 父母、祖父母或外祖父母、或曾祖父母或外曾祖父母; (i) (ii) 繼父母或領養父母; (iii) 兄弟或姐妹; (iv) 配偶或其父母、繼父母或領養父母、兄弟或姐妹; (v) 如該人是夫妾關係的一方,該關係中的另一方; (vi) 同居伴侣; (vii)子、繼子、女、繼女或領養子女; (viii)孫或孫女、外孫或外孫女、曾孫或外曾孫、或曾孫女或外曾孫女。 就這定義而言: 「**領養**」指以香港法律所承認的方式領養; 「**同居伴侶**」就與另一自然人有同居關係的某自然人而言,指該另一自然人; [同居關係」指作為情侶在親密關係下共同生活的2名自然人(不論同性或異性)之間的關係: 「**夫妾關係的一方**」就夫妾關係而言,指該關係中的男方或女方;及 「**夫妾關係**」指由男方與女方在1971年10月7日前締結的夫妾關係,而在該關係下,女方於男方在生時已被其妻子接納為男方的妾,而男方家人亦普遍承認如 比。 「附屬公司」一詞應依昭經不時修訂及補充之《公司條例》(香港法律第622章)的定義。 注音事項 商務卡消費賬項之財務費用及現金透支之利息將分別為以月息2.67%(實際年利率35.72%)及以月息2.67%(實際年利率35.98%)計算。上 述實際年利率乃依據銀行營運守則之指引計算,而年費(如有)並未計算在內。<u>每張商務 World Mastercard 之每年年費為 **HKD980**,</u>而每張銀聯人民幣 鑽石商務卡之每年年費為CNY980。 2. 現隨付所申請之商務卡之主要使用責任及義務,敬請注意。有關使用商務卡之會員合約可瀏覽hangseng.com/comcard_agreement。申請機構及各被授權 持卡人須細閱有關使用商務卡之會員合約全文。 (只適用於申請「拒絕信用限額過額」服務之申請機構) 當客戶進行信用卡交易而遇上可用信用限額不足時,恒生或會因應客戶的紀錄容許信用卡過額而讓交易順利進行,惟客戶須繳付過額費用(詳情請參閱隨附之恒生 商務卡資料概要)。如客戶不欲因信用卡交易引致超逾信用限額,請於有關空格填上"✓"號。 如客戶選擇「拒絕信用限額過額」服務,意指客戶要求恒生停止指定信用卡戶口進行引致信用限額過額之信用卡交易。客戶明白此要求一經恒生接納,信用卡交易 將有機會因可用信用限額不足而未能完成,包括但不限於定期支賬交易如:保險費,電訊服務月費,以自動轉賬支付之賬項等。客戶明白及同意如客戶或第三者 因此而引致或遭受任何損失或不便,恒生概不負責。 如已拒絕信用限額過額之客戶欲更改有關安排,客戶可隨時於hangseng.com商業理財表格版頁下載或致電24小時客戶服務熱線2998 8222索取有關表格,並於 填妥後交回恒生以作安排。 為免因信用卡之可用信用限額不足而引致交易未能順利完成,客戶可隨時於hangseng.com商業理財表格版頁下載或致電24小時客戶服務熱線2998 8222索取有 關提升信用限額之申請表格,並於填妥後交回恒生以作安排。恒生保留提升信用限額之最終決定權。 部分信用卡之交易有機會未能因客戶選擇上述安排而停止進行,包括但不限於:自動轉賬方式直接支取信用卡戶口之交易、八達通自動増值服務之増值金額、透 過Visa / Mastercard Contactless服務付款之交易、已獲批核但延遲誌賬之交易等,惟若客戶之信用卡戶口因此情況而超逾信用限額並已選擇上述安排,恒生將不 會收取過額費用。 若客戶之信用卡戶口因有關銀行服務收費而引致信用限額過額,恒生並不會收取過額費用。 恒生將以專函通知有關客戶要求拒絕信用限額過額安排之結果。 4. (只適用於申請於卡面列印公司標誌服務之申請機構) 申請機構需負責提供其公司標誌(「商標」)以列印於商務World Mastercard上。若申請機構享用「於卡面列印公司標誌」服務,所有發予同一申請機構之所有 被授權持卡人之商務World Mastercard均印有相同之商標,而每張商務World Mastercard將收取每年**HKD100元行政費。申請機構需將商標透過電** 郵 can.bbd.ccd@noexternalmail.hsbc.com傳送給恒生,請於電郵列明(1)公司之商業登記證號碼或公司註冊證明書號碼(如屬有限公司);(2)公司名稱; (3)聯絡電話號碼,請以公司名命名檔案名稱,並符合以下要求:(i)檔案類型:JPEG;(ii)檔案大小:小於60kb;(iii)商標顏色:黑/白色;(iv)商標大 小:小於8mm(高) x 23mm(闊)。 5. 恒生目前所採用之銷售員工花紅制度,已包含員工多方面之表現,並非只著重銷售金額。 聲明 茲向恒生銀行有限公司(「恒生」)申請以申請機構名義發出恒生商務World Mastercard/銀聯人民幣鑽石商務卡(「商務卡」)予本申請表格所列之被授權持卡人,並同時授 1. 權各被授權持卡人收取供其使用之商務卡或換取不時更新之補發卡或續期卡。 本人(等)、各被授權持卡人及各擔保人證實本申請表內所提供之資料全屬正確及完備,並授權恒生銀行有限公司(「恒生」)與任何其認為適當之人士溝通及交換資料 2. 以核實該等資料之真確性。 3 申請機構確認已核實每位被授權持卡人於「被授權持卡人資料」一欄上所提供之住宅資料與申請機構之紀錄相同。 申請機構及各被授權持卡人明白、知悉及同意上述對個人資料用作直接促銷之指示。 4. 申請機構及每名被授權持卡人(如適用)確認此信用卡申請不是由第三方轉介。 5 申請機構及各被授權持卡人明白,知悉及同意上述所載於申請商務卡之注意事項之詳情,並同意遵守於每張商務卡附上之規管商務卡使用(包括但不限於使用現金透 6 支服務或任何免息分期付款計劃)而不時有效的商務卡會員合約(包括免息分期付款計劃章則及特定商戶免息分期計劃章則)之條款,並受其約束。 申請人承諾通知恒生銀行有限公司如(A)申請人現時(或於過去12個月內)為恒生銀行有限公司或其附屬公司^(註)之董事、行政總裁或主要股東;或任何上述之董事、 7. 行政總裁或主要股東之配偶、同居者、擁有血緣關係、通過婚姻或領養的親屬,或任何在此(A)項條文所述之人士之信託的受託人;或(B)(如申請人屬企業實體或其 他公司)在上述(A)項條文所提及之任何人士(a)在申請人的股東大會或會員大會擁有或控制30%或以上表決權:或(b)控制申請人董事會或管治會議中的大部分組成 成員。恒生銀行有限公司需要上述資料以遵守上市規則。 (註)「附屬公司」一詞應依照經不時修訂及補充之《公司條例》(香港法律第622章)的定義。

商業登記證	:
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證明書號碼	:

- 8. 各擔保人確認(i)該擔保人未嘗持有任何因拖欠還款而被取消之信用卡:(ii)該擔保人現時並無任何逾期而未償還之債務:及(iii)該擔保人並無接獲任何破產令及各擔保人未有進行或意圖申請破產。
- 申請機構及各被授權持卡人知悉及同意恒生有絕對酌情權按其不時訂立的條款,提供因使用商務卡所獲得之服務、利益及優惠予申請機構及被授權持卡人或其中 一方。
- 10.本人(等)及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本人(等)或每名個別人士應恒生之要求而提供或於本人(等)或每名個別人士與恒生之交易過程中所收集有關本公司/商號之東主/合夥人/董事/股東/擔保人/被授權持卡人及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。本人(等)及每名個別人士並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。
- 11. 本人(等)確認並同意
 - (i) 在受限於下文第(ii)條規定的前提下,本人(等)應恒生的要求所提供有關本人(等)的任何資料,或於本人(等)與恒生進行交易過程中被收集的有關本人(等)的 任何資料,均可披露予任何其他機構或任何債務追收代理、信貸資料服務機構或類似服務提供者,或由之使用及保存,以達到核證該等資料的目的,或以達 到任何上述機構向其他機構提供該等資料:(1)以便其他機構可以對本人(等)進行信貸及其他狀況調查;(2)以達到在本人(等)作為借款人或擔保人而出現失責 之時,對任何債務作出合理監控的目的;及/或(3)協助該等機構追討欠款的目的。
 - (ii) (1)本人(等)可向恒生提前90天,以書面形式發出撤銷上文第(i)條所載同意的通知書。(2)假如本人(等)根據第(ii)(1)條的規定,發出通知書以撤銷在第(i)條項下所作出的同意:(01)恒生可以繼續依據第(i)條的規定披露資料,直至在第(ii)(1)條項下的撤銷通知書之通知期屆滿為止,惟須受限於下文第(06)及(07)條的規定:(02)恒生可以通知其依據第(i)條獲准向之披露資料的全體人士,本人(等)已依據第(ii)(1)條發出撤銷通知書的事實:(03)恒生可以將送達恒生的撤銷通知書,當作同樣適用於本人(等)前就其獲授予的所有其他信貸額度(包括租賃或租購貸款)向恒生所作出的同意處理:(04)在適用於有關信貸額度之章則及條款規限下,恒生可以由其通知的生效日期起,終止授予本人(等)的全部或任何部分貸款或任何其他信貸額度;(05)信貸資料服務機構或類似服務提供者可以繼續將由恒生所提供的資料存檔及作內部用途,但該等資料不得披露予尋求信貸報告的其他機構:(06)儘管本人(等)已按照上文第(ii)(1)條的規定撤銷同意,恒生仍可以繼續向信貸資料服務機構或類似服務提供者,提供有關租購及租賃交易及授予批發商及零售商作為購入存貨之用的融資貸款的資料;及(07)儘管本人(等)已按照上文第(ii)(1)條的規定撤銷同意,信貸資料服務機構或類似服務提供者,仍可以繼續提供有關租購及租賃交易及授予批發商及零售商作為購入存貨之用的融資貸款的資料。
 - (iii) 本人(等)需根據上述第(ii)項條文的規定發出通知,否則即使本人(等)與恒生之客戶關係結束後五年內:或倘若出現逾期供款超過六十日,則在本人(等)結清拖 欠超過六十日的欠款的日期之後五年內,本同意仍然維持有效,以較遲者為準。
 - (iv) 本同意由本人(等)作出,或如本人(等)超過一人,本同意則由本人(等)各人個別作出。
 - (v)本同意乃附加於任何適用於本人(等)與恒生之間的賬戶及/或借貸關係的賬戶章則、條款及條件或其他合同及協議或文件所載的確認或同意,並對該等文件所載的確認或同意不構成任何影響。
- 12.本人(等)及每名個別人士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,及向任何就有關運作商務卡而予恒生提供任何性質的保險之人士披露。 恒生並可將該等資料及其他關於本人(等)及/或每名個別人士的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。
- 13. 倘已經或現時就本人(等)欠負恒生之任何或所有債務而發出以恒生為受益人之擔保/第三方抵押,本人(等)同意恒生可不時各擔保人/提供第三方抵押人士提供任何 其向本人(等)提供任何貸款/銀行融資/信貸安排之資料、詳情、文件或資訊(包括任何該等資料、戶口結單或還款要求),作為通知彼等根據有關擔保/第三方抵押下 之法律責任。
- 14. 申請機構及各被授權持卡人知悉、確認及同意若任何一位由申請機構指定使用恒生商業 e-Banking 的主要使用人代表申請機構於恒生商業 e-Banking 內選擇商業綜合 戶口之 e-Statement,所有主要使用人及由主要使用人指定使用恒生商業 e-Banking的一般使用人(如適用)均可透過恒生商業 e-Banking 瀏覽電子版本商業綜合戶口 綜合結單,當中包括所有商務卡的卡戶口號碼、信用額、結餘及主要使用人及一般使用人(如適用)可取覽之其他資料。
- 15.(只適用於申請「於卡面列印公司標誌」服務之申請機構) 申請機構保證及聲明申請機構有十足權力使用其公司商標(「商標」),及授權恒生使用該商標作列印於商務World Mastercard卡面之用途。申請機構再保證及聲明使 用該商標並不會違反任何第三者擁有之專利、商標、版權、獨家代理權或任何其他權利,或於任何時間生效之法例條文或規例。申請機構需就恒生因有關之使用或 違反而涉及之一切費用、支出、賠償、法律責任、索償及損失作全數彌償。申請機構確認恒生保留拒絕提供此服務之權利。
- 註:如貴公司之資料包括但不限於公司名稱、公司地址、實益擁有人、所持有之投票權或股本比率等有所更改,請透過客戶經理、商務理財中心或致電24小時「商伴同 恒」服務專線2198 8000 通知恒生。

借定唔借?還得到先好借!

(SV)

申請機構簽署

申請機構之簽署及 公司印章 (如適用) X	(請由董事會決議案上委任之授權簽	署人士簽署) 日期
擔保人及被授權持卡人簽署及確認(毋	須公司印章)	
★ 姓名: 被授權持卡人/擔保人*	 姓名: 被授權持卡人/擔保人★	X 姓名: 被授權持卡人/擔保人*
★ 姓名: 被授權持卡人/擔保人*	 姓名: 被授權持卡人/擔保人 *	 姓名: 被授權持卡人/擔保人 *

HSB PP618 G504(C) 5-6 08/24 (HH)

請刪去不適用者。

스 ㅋ th m	商業登記證	:
公可註冊 證明書號碼:	公司註冊 證明書號碼	:

董事會	董事會決議案	
選錄自	選錄自現位於(地址)	
之(申	之(申請機構名稱)	
(本申	(本申請機構)於 年 年 月 日之董事會會議記錄。	
	於上述日期由申請機構董事通過:	
	鑑於申請機構擬向恒生銀行有限公司(「恒生」)申請領取由恒生應申請機構之要求所發出之恒生商務World Mastercard/銀聯人民幣鑽石商務卡(「商務卡 予申請機構職員及/或代理人,並	5」)以提供財務融通便利
	鑑於申請機構擬授權其職員及/或代理人使用該等商務卡(包括但不限於使用該等商務卡或其中任何一張取得現金透支及免息分期付款計劃章則) 關之用途,並	作為與申請機構業務有
	鑑於申請機構得先行同意承擔所有使用商務卡之責任並負責償還因使用商務卡所引致之全部債務,否則恒生不會發出該等商務卡(無論該等使) 申請機構授權)。	用或債務是否曾經獲得
通過決		用人使用。
_	 申請機構茲在此議決由下文第二點內所授權之人士(以下簡稱「獲授權簽署人士」)向恒生申請所需數目之商務卡以供申請機構職員及/或代理 □授權、指令及賦權予以下任何一位人士為獲授權簽署人士可單獨並連同公司印章 	E入使用。
	或 □授權、指令及賦權予以下任何一位人士為獲授權簽署人士可 <u>單獨</u>	
	以申請機構名義(甲)不時向恒生申請發出其認為適當數目的商務卡:及(乙)簽署所需的申請表格予恒生:及(丙)在恒生批准及在其絕對酌 商務卡之信用限額:及(丁)處理任何有關由恒生所發出之商務卡之事宜,而且申請機構承諾會接受全部責任及支付所有由獲授權簽署人士 請並獲發給商務卡的個別職員及/或代理人因使用該商務卡所引致的債項(不論該等使用是否已獲申請機構授權)。	
	姓名:	
	香港身份證/護照號碼:	
	簽署式樣:簽署式樣:	
	公司印章:	
Ξ		限使用商務卡之會員合
四	四 同時更議決承認透過上述第(二)點所指定的獲授權簽署人士不時代表申請機構根據本決議的條文所填報及簽署的申請表格,同意及接受	商務卡申請表格所載之
五	不時修訂之聲明所約束。 五 同時更議決將本決議案送交恒生,除在恒生收到由申請機構董事會通過另一修改決議案及由董事會主席(其必須為董事)及公司秘書或其他 抄本之前,本決議案仍屬有效。	一位申請機構董事簽證
謹此證	達此證明上述決議案乃摘錄自申請機構董事會之會議紀錄,並已依照申請機構之公司組織文件獲正式通過。	
		,
董事會	(姓名:) (姓名: 董事會主席(必須為董事)* 公司秘書或董事*)
日期	日期	
	□	_
備註:	備註: 如貴公司之資料包括但不限於公司名稱、公司地址、實益擁有人、所持有之投票權或股本比率等有所更改 [,] 請透過客戶經理、商務理財中 同恒 J服務專線 2198 8000 通知恒生。	- 心或致電 24 小時「商伴
	申請機構請填妥 <u>此申請表格(包括董事會決議案部分)連同下列所需文件</u> 交回貴公司的客戶經理或任何一間恒生商務理財 機構亦可將有關文件寄回九龍中央郵政局郵箱74147號(所有文件連同此申請表格恕不退還)。	中心或分行。申請
	需遞交之文件副本* : ──商業登記證	
- 2	□ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □	
一東	 東主/各合夥人/於上述董事會決議案簽署之各董事、獲授權簽署人士、各被授權持卡人及各擔保人之香港身份證/護照 	
— 個	一 東主 / 各合夥人 / 各擔保人的地址證明文件 [#] 一 個 <u>人擔保書正本(</u> 需由擁有 50% 或以上之實益擁有權授予) *▲	
一 以 •	 以下任何財務資料: 申請機構 / 擔保人最近 3 個月之其他銀行月結單 	
•		
	* 只適用於有限公司 * 非本地註冊公司或股權結構涉及非本地註冊公司需提供由本行接受之股東及董事文件證明。	
▲ 個		

This is an application form for the Commercial Cards. For the English version, please call our 24-hour Business Partner Direct 2198 8000.



GUARANTEE BY INDIVIDUAL(S) FOR APPLICATION TO HANG SENG COMMERCIAL CARD PROGRAMME (For Limited Company Only)

Note: Please tick where applicable.

To: HANG SENG BANK LIMITED

This booklet relates to the Hang Seng Commercial Card Application Form completed by

as the applicant company.

The Guarantee is applicable only to limited company applicants of Hang Seng Commercial Card programme. Please complete all sections below.

Personal Declaration by Guarantor(s) as Director(s)/Principal Shareholder(s)/Principal Owner(s)

By signing this booklet, each of the undersigned guarantors:

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

Explanatory Notes - Guarantee By Individual(s)

Note: Chinese version is available for reference upon request.

To: Hang Seng Bank Limited

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

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

The Main Provisions in the Guarantee are:

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

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

Supporting Security

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

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

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

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

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

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

Signed by 1	In the Presence of
X	X
Name:	Name:
$(\Box$ Director \Box Principal Shareholder \Box Principal Owner)	
Date:	
Identification Document Type and Number	Identification Document Type and Number
Type: ☐ Hong Kong Identity Card ☐ Passport ☐ Others	Type: Hong Kong Identity Card Passport Others
Number:	Number:
Signed by 2	In the Presence of
x	X
Name:	Name:
$(\Box Director \Box Principal Shareholder \Box Principal Owner)$	
Date:	
Identification Document Type and Number	Identification Document Type and Number
Type: ☐ Hong Kong Identity Card ☐ Passport ☐ Others	Type: Hong Kong Identity Card Passport Others
Number:	Number:

To: Hang Seng Bank Limited				
GUARANTEE BY INDIVIDUAL(S) - UNDER SEAL THIS GUARANTEE IS FOR * LIMITED AMOUNT / UNLIMITED AMOUNT	*Please indica appropriate ite		 ticking	the
	x	x		
1. <u>Definitions and Interpretation</u> (a) Definitions				

1.

Unless the context otherwise requires or the contrary intention appears -

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

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

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

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

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

"Guarantors" means the persons whose names and addresses are listed in the Second Schedule hereto, "Guarantor" means any one of them and "any of the Guarantors" means any one or more but not all of them. The expression "Guarantor" or "Guarantors" wherever used herein includes and extends to the heirs, executors, administrators, successors, assigns, personal and/or legal representatives or liquidators of "Guarantor" or "Guarantors";

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

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

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

"Principal" means the person whose name and address are listed in the First Schedule hereto;

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

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

(b) Interpretation

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

2. Guarantee

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

3. Default Interest

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

4. Continuing Guarantee

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

5. Opening of Fresh Account(s)

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

6. Evidence of Indebtedness and Payments

- (a) Any admission or acknowledgement in writing by the Principal or by any persons authorised by the Principal of the amount of indebtedness of the Principal to the Bank and any judgement recovered by the Bank against the Principal in respect of such indebtedness shall be binding and conclusive on and against the Guarantors in all courts of law in Hong Kong and elsewhere. For all purposes, including any legal proceedings, a certificate by an officer of the Bank as to the amount of the Guaranteed Moneys at any time shall, in the absence of manifest error, be binding and conclusive on and against the Guaranteed north of the Guarantees.
- (b) All payments to be made by the Guarantors or any of them or any other person under this Guarantee shall be made to the Bank as specified by the Bank without any set-off, counterclaim or condition and free and clear of all present and future taxes, deductions or withholdings of any nature whatsoever. If at any time any of the Guarantors is required to make any deduction or withholding for or on account of tax or otherwise from any payment to the Bank, the sum due from the Guarantors in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Bank receives on the due date for such payment (and retains, free from any liability in respect of such deduction or withholding) a net sum equal to the sum which the Bank would have received had no such deduction or withholding been made or required to be made and it shall be the sole responsibility of the Guarantors to effect payment of such deduction or withholding to the relevant authority within the applicable time limit. The Guarantors shall indemnify the Bank against any losses, liabilities, interest, penalties, or costs and expenses payable or incurred by reason of any failure of any of the Guarantors to make any such deduction or withholding to the relevant authority within the applicable time limit or by reason of any failure of any of the Bank, the Guarantors shall promptly deliver to the Bank evidence satisfactory to the Bank that such deduction or withholding has been made or (as applicable) any appropriate payment paid to the relevant authority.
- (c) Any fee or charge referred to in this Guarantee is exclusive of any value added tax, goods and services tax or any other tax which may be chargeable in connection with that fee or charge. If any value added tax, goods and services tax or other tax is so chargeable, it shall be paid by the Guarantor at the time of payment of the relevant fee or charge.
- (d) If the Bank considers that an amount paid by any Guarantors or any other person is capable of being avoided or otherwise set aside (on the liquidation of the Guarantor or otherwise), then that amount shall not be considered to have been paid for the purposes of this Guarantee. Furthermore, the Bank may in its absolute discretion concede or compromise any claim that any payment, security or other disposition is liable to be avoided, reduced or repaid.
- (e) All moneys received or recovered by the Bank pursuant to this Guarantee shall, subject to any claims ranking in priority to the Guaranteed Moneys to the extent of such priority, be applied, in or towards discharging, in the following order of priority:-
 - the amount of all fees and remuneration of, and all other costs, charges, expenses and liabilities incurred by the Bank in connection with or as a result of the exercise and/or enforcement of its powers or rights or otherwise in relation to this Guarantee or any other agreement entered into between the Principal and the Bank in such order as the Bank may from time to time determine;
 - (ii) all other Guaranteed Moneys in such order as the Bank may from time to time determine; and
 - (iii) the claims of those entitled to any surplus.
- (f) Payments by the Guarantors or any of them or any other person to the Bank shall be in the currency of the relevant liability or, if the Bank so agrees in writing, in a different currency, in which case the conversion to that different currency shall be made at the Exchange Rate.
- (g) No payment to the Bank under this Guarantee pursuant to any judgment, court order or otherwise shall discharge the obligation of the Guarantors in respect of which it was made unless and until unconditional payment in full has been received in the currency in which it is payable under this Guarantee and, to the extent that the amount of any such payment shall, on actual conversion

into such currency, at the Exchange Rate, fall short of the amount of the obligation, expressed in that currency, the Guarantors shall be liable for the shortfall.

- (h) If the currency of a sum due from the Guarantors under this Guarantee (the "contractual currency") or a sum due from the Guarantors under any judgment or order relating to this Guarantee in the contractual currency is converted from the contractual currency into another currency for the purpose of:-
 - (i) making or filing a claim or proof;
 - (ii) obtaining a judgment or order; or
 - (iii) enforcing a judgment or order,

the Guarantors shall indemnify the Bank against any loss or liability incurred as a result of any difference between (i) the rate of exchange used to convert the sum in question from the contractual currency into the other currency and (ii) the rate or rates of exchange at which the Bank, in the ordinary course of business, can purchase the contractual currency with the other currency on receipt of a sum paid to it in full or part satisfaction of that claim, proof, judgment or order.

Any amount due from the Guarantors under this Clause 6(h) will be a separate and independent debt and will not be affected by judgment being obtained for any other sum due under or in respect of this Guarantee. The term **"rate of exchange"** in this Clause 6(h) includes any premium and exchange costs payable in connection with the purchase of the contractual currency with the other currency.

(i) Any release, discharge or settlement under this Guarantee shall be conditional upon no payment in respect of the Guaranteed Moneys by any Guarantor or any other person being avoided, reduced or repaid for any reason and the Bank shall be entitled to enforce this Guarantee if such condition is not fulfilled as if such release, discharge or settlement had not occurred.

7. Guarantors' Liability Unaffected

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

8. Additional Guarantee

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

9. Waiver of Guarantor's Rights

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

10. No Security without Consent of Bank

None of the Guarantors has taken and agree not to take from the Principal or any other persons, without the Bank's prior consent in

writing, any promissory note, bill of exchange, mortgage, charge, collateral or other security in respect of the Guaranteed Moneys. Any such promissory note, bill of exchange, mortgage, charge, collateral or other security taken or to be taken by any of the Guarantors and any proceeds from it shall be held on trust for the Bank and delivered immediately to the Bank.

11. Indemnity

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

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

12. Lien and Set-off

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

13. Rights of the Bank

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

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

14. Representations and Warranties

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

- all the information and documents provided by the Guarantor in or pursuant to this Guarantee are true, complete, correct, up-todate and conform to the original documents.
- 14.2 The representations and warranties set out in Clause 14.1 are:-
- (a) made on the date of this Guarantee; and
- (b) deemed to be repeated by each of the Guarantors every day with reference to the facts and circumstances then existing until this Guarantee is discharged.

15. Communications

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

16. Retention of Guarantee

- (a) If any moneys paid by the Principal or any of the Guarantors or any other persons are required to be repaid, returned or rescinded by the Bank because of any applicable law or regulation relating to bankruptcy, insolvency or liquidation or for any other reason, the Bank shall be entitled to enforce this Guarantee as if those moneys had not been paid. Any release, settlement or discharge which may have been effected on the basis of such payment shall not prejudice the Bank's right to recover from the Guarantors or any of them to the full extent of their obligations and liabilities under this Guarantee as if such release, settlement or discharge had never been effected. In such case, this Guarantee shall continue to be effective or, as the case may be, shall be reinstated and the Guarantors shall make good the whole amount of any such payment in addition to all the Guarantors' other obligations and liabilities under this Guarantee.
- (b) In the event of payment in full of all moneys, debts, obligations or liabilities owing by the Principal to the Bank, the Bank shall at the Guarantors' request release or discharge this Guarantee PROVIDED that the Bank shall be entitled to retain this Guarantee and/or any or all securities held by the Bank in connection with this Guarantee until the expiration of any relevant unfair preference period under applicable bankruptcy or insolvency law in order to protect the Bank's interests in respect of the Guaranteed Moneys and to enforce this Guarantee and/or such securities subsequently pursuant to Clause 16(a) as if such release or discharge had notoccurred

17. Guarantors to be Liable as Principal Debtor

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

18. Assignment and Disclosure

18.1 Assignment

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

18.2 Disclosure

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

18.3 Bank's Status

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

19. Enforceability

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

20. No Waiver

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

21. Remedies Cumulative

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

22. Debt Collection Agent

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

23. Disclosure of Personal Data and Guarantor Information

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

24. Joint and Several Liability

If there is more than one Guarantor under this Guarantee :-

- (a) each Guarantor shall be bound even though any other Guarantor or any other person intended to be bound by this Guarantee is not:
- (b) the Bank shall be entitled to deal separately with a Guarantor on any matter, including the release or discharge of the liability of that Guarantor to any extent, without affecting the liability of any other Guarantor; and
- (c) no Guarantor shall be entitled to the rights or remedies of a surety as regards the liability or obligations of another Guarantor.

25. Power of Attorney and Further Assurance

- (a) For the purpose of securing the performance of their respective obligations to the Bank, each of the Guarantors, irrevocably, by way of security, appoints the Bank and any of its delegates or sub-delegates severally to be its attorney (with full power to appoint substitutes and to sub- delegate including power to authorize the person so appointed to make further appointments) on its behalf and in its name or otherwise, to execute, seal and deliver and otherwise perfect and do all such agreements, acts and things which:-
 - (i) the Guarantor is or may become obliged to do under this Guarantee; and/or
 - (ii) otherwise may be required or deemed proper for or in connection with the full exercise of all or any of the rights conferred by this Guarantee on the Bank and its rights to give full force and effect to the terms and conditions contained in this Guarantee.

This power of attorney is coupled with an interest and is irrevocable and shall remain irrevocable as long as this Guarantee remains outstanding.

- (b) Each of the Guarantors ratifies and confirms and agrees to ratify and confirm any agreement, act or thing which any attorney appointed under this Guarantee may lawfully execute, seal, deliver or do.
- (c) At the request of the Bank, each of the Guarantors shall execute such documents and perform such acts as the Bank shall require in respect of the Guaranteed Moneys to:-
 - (i) give full effect to this Guarantee;
 - (ii) perfect, protect or improve the rights of the Bank created or intended to be created by this Guarantee; or
 - (iii) facilitate the exercise or proposed exercise by the Bank of any of its powers and rights under this Guarantee.

26. Governing Law and Jurisdiction

(a) This Guarantee is governed by and shall be construed in accordance with the laws of Hong Kong.

(b) Each of the Guarantors submits to the non-exclusive jurisdiction of the Hong Kong Courts but this Guarantee may be enforced in the Courts of any competent jurisdiction.

27. Severability

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

28. Suspense Accounts

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

29. Expenses

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

30. Amendments

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

31. Delegation

- 31.1 The Bank may:-
- (a) delegate by power of attorney or in any other manner to any person any right exercisable by them under this Guarantee on such terms (including power to sub-delegate) as the Bank sees fit; and/or
- (b) employ agents, managers, employees, advisers and others on such terms as the Bank sees fit for the purposes of this Guarantee.
- 31.2 The Bank shall not in any way be liable or responsible to the Guarantors for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

32. Counterparts

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

33. Rights of Third Parties

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

34. Governing Version

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

35. Execution

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

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

First Schedule

Details of Principal	
Name of Principal	
∺Address	Business Identification Document Type and Number
	Type: \Box (C) Certificate of Incorporation
	□ (B) Business Registration Certificate
	\Box (X) Others
	Number:

∀ PO Box is not accepted.

Second Schedule (Continued)

Details of Guarantor(s)

Name of Guarantor	
	1
H Address	Identification Document Type and Number
	Type: Hong Kong Identity Card Passport Others
	Number:
Name of Guarantor	
	2
∺ Address	
	Identification Document Type and Number
	Type: Hong Kong Identity Card Passport Others

 \mathcal{H} PO Box is not accepted.

Third Schedule

Specified Sum in respect of Maximum Liability

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

Executed as a deed and signed, sealed and delivered by the Guarantor(s):	Witnessed by:		
Signature of Guarantor 1	Signature of Witness		
	x		
	Name:		
(L.S.)	Identification Document Type and Number		
X	Type: Hong Kong Identity Card Passport Others		
	Number:		
Signature of Guarantor 2	Signature of Witness		
	Signature of Witness		
	X		
	Name:		
(L.S.)	Identification Document Type and Number		
X	Type: □ Hong Kong Identity Card □ Passport □ Others		
	Number:		



申請恒生商務卡的個人擔保書(只適用於有限公司)

注意:請在適當的地方加上剔號。

致: HANG SENG BANK LIMITED

恒生銀行有限公司

此小冊子與以

(請填上公司英文名稱)

作為申請人的恒生

商務卡申請表格相關。

此擔保書適用於恒生商務卡的有限公司申請人。請填寫以下所有部分。

擔保人作為董事/主要股東/主要所有權人的個人聲明

藉簽署此小冊子,每位在下列簽署的擔保人:

- 1. 確認貴行將依據他/她的表述對申請人公司授予信貸;
- 2. 明白貴行或會使用貴行持有有關他/她的資料以處理上述申請;
- 3. 證明他/她如此小冊子簽署欄所述是申請人公司的主要股東、董事或其中一位主要所有權人(並與其他所有權人共同擁有有限公司申請人 不少於 **50%**的權益);及
- 4. 確認若他/她已經為申請人公司的債務向貴行提供任何擔保書或其他抵押,他/她已提供的擔保書或其他抵押將持續完全有效,及將繼續 提供保證在上述申請下授予信貸的債務,及在該擔保書或其他抵押下的任何責任將不會因貴行授予上述申請下的信貸或因其他於任何程 度上解除他/她責任的行為、遺漏或情況而被撤銷或受影響。

說明書-由個人提供的擔保書

注意:中譯本的文義如與英文本有歧異,須以英文本為準。

致:恒生銀行有限公司

恒生銀行有限公司(下稱「本行」)要求閣下簽署一份隨附於本說明書的擔保書(「擔保書」)。

本行建議閣下各自在簽署擔保書之前尋求獨立法律諮詢,但本行注意到閣下可能無意如此行事。本說明書解釋了擔保書中的某些主要條款, 用意是向閣下提供協助。倘若閣下中有任何人已經為閣下本身的個人負債(包括但不限於任何物業按揭)向本行提供抵押,或在日後向本行 提供抵押,閣下應注意,該抵押亦可能用作為擔保本擔保書項下的閣下的負債。倘若在閱讀擔保書及本說明書之後,閣下中有任何人對於擔 保書中有任何事項不理解,或者閣下中有任何人要求就擔保書或簽署擔保書各項後果取得諮詢,閣下在簽署之前應尋求獨立法律諮詢。請注 意閣下有權選擇提供無限額擔保書(如是,閣下應在擔保書內表示此為「無限款額」)或有限額擔保書(如是,閣下應在擔保書內表示此為 「有限款額」)與本行。

擔保書的主要條款是:

- 本擔保書使閣下須為擔保書所列明為「被擔保人」的人士所欠的全部款項以及債務和負債承擔責任。倘若閣下在擔保書內表示此為「無限款額」(無限額擔保書),則閣下為被擔保人所欠債務和負債承擔的責任將不設上限。倘若閣下在擔保書內表示此為「有限款額」(有限額擔保書),則閣下為被擔保人所欠債務和負債承擔的責任不超過擔保書所載的「最高債務」款額。該等債務和負債可能是被擔保人欠本行的透支、貸款、利息、收費、成本、費用、支出或任何其他款項,其中包括被擔保人與任何其他人士聯名所欠的款項。
- 倘若擔保書是由多於一人所簽署,則閣下所有人均需對所有在此擔保書所列明為「被擔保人」的人士所欠的全部款項以及債務和負 債承擔共同或個別的責任。銀行亦可單獨向其中一人追討所有此擔保書的全部款項以及債務和負債而毋須向閣下全部人追討。
- 本銀行向被擔保人提供的融資通常是在本銀行提出要求時須立即償還。如被擔保人未能按時還款,本銀行可能會向擔保人要求還款。
- 倘若閣下未能如期向本行繳付擔保款項,本行可能向閣下收取該逾期金額的利息以及向閣下追收上述款項時所引致的任何費用。按照有限擔保書規定,利息以及收費、成本、費用及支出可由本行收回,並已包括在「最高債務」定義內。
- 倘若擔保書為無限額擔保書,只要不涉及全新或增加的融資,則本行可以改變、更新、取代向被擔保人提供的任何貸款或融資,而毋須 知會閣下或取得閣下的許可。如向被擔保人授予全新的或增加的融資,本行將會知會閣下但毋須取得閣下的許可。
- 倘若擔保書為有限額擔保書,只要不超出擔保書的「最高債務」款項,則本行可以改變、更新或取代向被擔保人提供的任何貸款或 融資或向被擔保人授予全新的或增加的融資,而毋須知會閣下或取得閣下的許可。
- 閣下可於三個月前發出通知,停止本銀行繼續向被擔保人借出由擔保書擔保的進一步的金錢的權利。該通知在本銀行收到之後三個月生效。在該通知期滿之後,倘若閣下提供的是無限擔保書,閣下仍然須為在該日期被擔保人所欠的任何金錢或本銀行同意向被擔保人提供的任何金錢承擔責任,但倘若閣下提供的是一項有限擔保書,閣下則須為不超過「最高債務」款額承擔責任。

說明書 - 由個人提供的擔保書(續)

- 如閣下包括兩人或以上,則閣下任何一人均可發出以上所述的通知。銀行只會視此通知為終止發出該通知人士的債務,而不會影響 或終止其他沒有發出通知人士的債務。
- 本銀行毋須事先通知閣下,即可使用閣下在本銀行開設的任何賬戶中的任何金錢以支付閣下在該擔保書項下的任何負債。
- 在被擔保人欠本行的任何金錢尚未償還之前,未經本行同意,閣下或閣下中任何人不可向被擔保人要求償還閣下中任何人在擔保書 項下支付給本行的任何款項,或針對本行為被擔保人的債務和負債持有的任何其他抵押提出索償。
- 在被擔保人欠本行的所有金錢已清償之前,閣下中任何人不得向閣下中其他任何人強制執行因本擔保書而通常對該人擁有的任何權利。
- 本銀行可以要求閣下支付閣下因違反本擔保書條款而收到的任何款項。
- 倘若本行取得被擔保人同意,本行將可應閣下要求,向閣下提供與本擔保書涵蓋的各項融資有關而簽發給被擔保人最新近的結賬單 副本。

作支持的抵押

若閣下為支持閣下所擔保的負債而提供抵押(例如,以物業作按揭、以股份或存放於本銀行或另一銀行的一筆款項作為抵押),則本銀行 建議閣下在簽署有關抵押的文件之前,另行尋求由閣下的律師所提供的獨立法律諮詢。

再者,如上述,閣下已經為閣下個人的負債向本行提供的抵押,或在日後向本行提供的抵押,亦會作為擔保書項下擔保閣下負債的抵押。

倘若本銀行提出擔保書項下的付款要求,而閣下並未能支付所要求的款項,則本銀行通常會在再次提出要求之後,強制實施用作支持的抵押。該項強制實施將包括佔有及出售向本銀行抵押的任何財產或股份,或運用已作抵押的任何存款款項清償閣下的負債。

本人/本人等確認,本人/本人等已經閱讀上文及擔保書,本人/本人等並且理解本人/本人等所選擇擔保書(即有限額擔保書或無限額擔保書)的條款。本人/本人等並確認已閱讀以上所載已填妥及由「被擔保人」簽署的恒生商務卡申請表格,包括其條款及細則。如獲貴行批 核,該等條款及細則將適用於恒生商務卡計劃。本人/本人等理解,本説明書並未解釋擔保書中的所有條款,只解釋了主要的條款。本人/ 本人等確認,貴行已建議本人/本人等在簽署擔保書前尋求此等獨立法律意見。。本人/本人等願意簽署本擔保書及提供任何作支持的抵押, 並確認本人/本人等無意尋求獨立法律意見。本人/本人等明白,倘若擔保書為無限額擔保書,本人/本人等共同及各自須就「被擔保人」的 所有債務及負債(包括但不限於在上述申請表所申請的貸款)向貴行承擔責任,倘若擔保書為有限額擔保書,則須就不超過「最高債務」 的款額承擔責任,在每一情況下均包括利息及所引致的成本、上文所述貴行所引致的收費、成本、費用及支出,而不論貸款是否獲批。倘 若提供的擔保書是有限額擔保書,本人/本人等亦確認已留意擔保書附表三中所設定的「指定金額」,該金額可能會較上述申請表所申請的 貸款額或已授予的貸款額為大。

本人確認並同意銀行可查閱、收集、使用、轉讓及披露(如情況需要)本人在恒生保存的個人資料及銀行戶口結餘及資料,以作商務卡申請 審核及批准之用。

✿倘若擔保人有意尋求獨立法律諮詢,本行可提供致閣下律師的指示函的樣本作參考。

簽署 1	見證人
	Ι-
x	X X
姓名:	姓名:
(□董事/□主要股東/□主要所有權人)	VV
日期:	
身分證明文件種類及號碼	身分證明文件種類及號碼
種類:□ 香港身分證 □ 護照 □ 其他	種類:口香港身分證 口護照 口其他
號碼:	號碼:
簽署	·見證人 X
姓名:	姓名:
(□董事/□主要股東/□主要所有推入)	
身分證明文件種類及號碼	身分證明文件種類及號碼
種類:口香港身分證 口護照 口其他	種類:口香港身分證 口護照 口其他
號碼:	號碼:



任不應超逾最高責任,而本擔保書不就任何超逾最高責任以外部分之融資金額提供擔保,惟經擔保人同意者除外。如附表三並無列明

<u>最高責任之數額,則對擔保人最終可執行之總責任並無限額。</u>

3. <u>拖欠利息</u>

<u>擔保人茲共同及各別同意應銀行要求支付,從銀行向擔保人提出索償日起至銀行實際收到全部有擔保款項付款(含任何要求或裁</u> 決前或後或當出現任何情形限制被擔保人付款)期間有關有擔保款項之拖欠利息。

4. <u>持續擔保</u>

- (a) 本擔保書不得在有擔保款項的中期支付或全部或部分清償時視爲完結,而須視為持續擔保,並擴展至覆蓋有擔保款項之 任何或若干部分金額,直至銀行實際收到全部擔保人或有關擔保人之清盤人、接收人、繼任人、受讓人或(如任何擔保人 死亡、殘廢或破產)個人及/或法定代表書面通知終止擔保後三個曆月止。如擔保人死亡或破產,本擔保書應作爲對擔保 人之繼承人、遺囑執行人、遺產管理人、繼任人、受讓人、個人及/或法定代表或清盤人持續有效並保持約束力,直至根 據本條款作出屆滿通知止。然而,儘管作出上述通知,且無論是否向任何擔保人提出案償,本擔保書應持續適用於被擔 保人就此負有實際或或然責任或成爲責任人直至終止擔保時止之有擔保款項,即使被擔保人就有擔保款項之債務、義務 及/或法律責任於終止擔保以前尚未到期或期滿或尚未產生,而擔保人保證將應要求向銀行償付有擔保款項,且無論於終 止擔保前、當時或之後提出案償。
- (b) 儘管上述第 4(a) 條規定須要由全部擔保人提出任何終止本擔保書持續性之通知,銀行可視其中一位或幾位擔保人提出任何上述通知爲終止其或彼等之責任(範圍以第 4(a) 條規定者為限),而不可影響或終止任何其他擔保人之責任,並對沒有作出通知之其他擔保人繼續具有約束力,正如其為本擔保書之僅有擔保人。

5. <u>開立新帳戶</u>

如本擔保書對任何擔保人不再具有持續擔保性之約束力,銀行可在不影響銀行於本擔保書項下之權利的條件下開立一個或多個新 帳戶,並繼續維持被擔保人當時己開立之任何帳戶,而隨後有關任何該等新開帳戶之交易、提款、收款或付款將不影響任何擔保 人於本擔保書項下之責任。

6. 負債額證明及付款

- (a) 任何由被擔保人或被擔保人授權之任何人士就以書面認許或確認被擔保人欠負銀行之款額,以及銀行就被擔保人討回款項之任何 法庭判決在香港及其他地方之所有法院均對擔保人具有約束力及屬最終決定。無論出於何種目的(包括任何法律程序),在無明顯 訛誤之情況下,銀行負責人員就有擔保款項金額出具之證明書在任何時間對擔保人均具有約束力及最終效力。
- (b) 各擔保人或其中任何擔保人或任何其他人士在本擔保書下對銀行作出的一切付款,應按銀行所列明的向銀行作出及不附帶任何抵 銷權、反申索或條件,以及不附帶現時或日後任何性質的稅項、扣减或預扣。如任何擔保人於任何時間被要求於向銀行作出的付 款中,作出任何稅務或其它的扣减或預扣,各擔保人就該付款的應付款項應相應增加,以確保經過扣减或預扣之後,銀行於該筆 付款的到期日收到(並在不附帶扣减或預扣的任何責任的情况下予以保留)的淨額,相當於如未經作出或規定作出扣减或預扣銀行 應可收到的款額。各擔保人須負起在適當限期前向有關當局繳付上述扣減或預扣款項的全責。各擔保人須因其未能作出上述扣减 或預扣或未能在適當限期前向有關當局繳付上述扣減或預扣款項或未能於付款到期日支付任何增加的付款而導致銀行應付或招致 的任何損失、債務、利息、罰款、或成本及支出賠償銀行。在銀行提出要求時,各擔保人須迅速地向銀行交付令銀行滿意的證 據,證明已經作出有關扣减或預扣或(如適用)已向有關當局作出適當的付款。
- (C) 本擔保書內所述任何費用或收費均不包括就該等費用或收費應徵收之任何增值稅、貨物及服務稅或任何其他稅項。倘須徵收任何 上述增值稅、貨物及服務稅或其他稅項,則須由擔保人於支付相關費用並須於付款時繳付。
- (d) 倘銀行認爲任何擔保人或任何其他人士之已付款項可被廢止或宣告無效(於擔保人清盤或於其他情況下),則該等款項就本擔保書 而言不應視作已付款項。此外,銀行可依其絕對酌情權就應可予廢止、減低或償還之任何付款、抵押或其他方式處置放棄任何索 償或就相關索償作出讓步。
- (e) 受制於任何優先於有擔保款項之索償,則銀行根據本擔保書收到或討回之所有款項均須按下列次序分配:
 - (i) 按銀行可能不時確定之次序清償銀行因行使及/或執行其於本擔保書或被擔保人或與銀行訂立之任何其他協議之權力或權 利或其他權限而產生之所有費用或薪酬以及所有其他成本、費用、開支及負債之金額;
 - (ii) 按銀行可能不時確定之次序清償所有其他有擔保款項;及
 - (iii) 清償有權收取任何餘額之人士之索償。
- (f) 擔保人或其任何一位或任何其他人士向銀行付款,須以有關債務之貨幣作付。倘銀行書面同意使用另一種貨幣支付,則須按兌換 率兌換為該另一種貨幣。
- (g) 擔保人依據任何法庭判決、法庭命令或其他指令而向銀行支付本擔保書之款項後,尚未解除擔保人就此應負之責任,直至及除非 按本擔保書應付之款項已以所屬貨幣無條件悉數支付,若此等付款之數額按兌換率實際兌換為有關貨幣後,少於以該貨幣列算之 應承擔責任之款額,則擔保人須支付不足之數。
- (h) 倘根據本擔保書應收擔保人款項之貨幣(「合約貨幣」)或以合約貨幣列算根據與本擔保書有關之任何法庭判決或法庭命令應收擔保人款項為以下目的由合約貨幣兌換為其他貨幣:
 - (i) 作出或提出申索或債權證明;
 - (ii) 取得法庭判法書或命令;或
 - (iii) 強制執行法庭判決書或命令,

則擔保人須就因(i)用以將所述金額由合約貨幣兌換為其他貨幣之兌換率及(ii)銀行按正常業務過程中在收取作爲該等申索、債權證明、法庭判決書或命令之金額或部分賠償而付予其之金額時可按其以其他貨幣購入合約貨幣之兌換率之間之任何差額而產生之任何虧損或負債向銀行作出彌償。

根據本第 6(h) 條應收擔保人之任何款項將為個別獨立債項,將不受本擔保書項下或與本擔保書有關之任何其他逾期金額得到之法 庭判決影響。本第 6(h) 條內「兌換率」一詞包括與以其他貨幣購入合約貨幣有關之任何溢價及應付兌換成本。

(i) 本擔保書所規定之任何解除、免除或和解均應以概無任何擔保人或任何其他人士就有擔保款項所支付款項因任何原因被廢止、減低或償還為條件,倘該等條件未獲達成,則銀行有權強制執行本擔保書,猶如並無該等解除、免除或和解。

7. 擔保人不受影響之責任

(a) 在第7(d)條之規限下,銀行可毋需通知任何擔保人及/或取得任何擔保人同意及在不影響擔保人義務或法律責任或銀行根據 本擔保書對任何擔保人享有之權利之情況下,隨時由銀行以完全及絕對酌情方式:

- (i) 釐定、減低、限制、遏制、擴大、修訂、更改、加速、繼續、取代或重續任何信貸融資、貸款予被擔保人及/或被擔保人 對銀行之責任及/或與此相關之任何章則及條款;及/或
- (ii) 修訂、更改、延長、增加、減低、交換、重續、變現、解除、免除、替代、放棄、放棄完成或執行被擔保人或任何其他人 士之任何義務或法律責任,或銀行所持有或將予持有為有擔保款項所作之任何抵押擔保或其中任何部分;及/或
- (iii) 持有、重續、接受、放棄接受或放棄全部或部分由被擔保人 (個別或聯同任何一位或以上其他人士)以任何方式就有擔保款 項作出或將作出之任何單據及承兌票據、可流轉或不可流轉票據或證券,按揭、抵押、質押、留置或任何其他抵押或產權 負擔;及/或
- (iv) 了結、給予寬限、免除或讓步、解除、給予時間支付或其他調解方案、接受債務重整協議及與被擔保人及/或無論與被擔保人或任何一位或以上其他人士共同負有責任或作出其擔保人之任何一位或以上人士(包括對任何單據、票據、按揭、抵押、質押、留置或任何其他抵押或產權負擔負有責任之一位或以上人士)作出任何其他償債安排;及/或
- (v) 不作出索償或拒付任何股息或債務重整協議(倘銀行認為權宜並以銀行認為權宜之方式作出);及/或
- (vi) 作出或不作出(除本條外)將免除、減低或影響被擔保人或其任何一位根據本擔保書應承擔之義務或法律責任之任何事宜。
- (b) 為免混淆,即使出現上述任何一條所述情況,在不影響或限制第7(a) 條之任何條文之情況及在第7(d) 條之規限下,特此明 確表明,擔保人根據本擔保書應承擔之責任須仍具全面效力及效用及具約束力,並可強制執行。
- (C) 擔保人根據本擔保書應承擔之義務或法律責任或銀行根據本擔保書享有之權利、權力及補償均不可因被擔保人或擔保人或 任何被擔保人或擔保人或任何其他人士清盤、解散、遺產管理或因其狀況、職能、控制權或所有權出現任何變動而被免 除、損害或其他影響。
- (d) 倘附表三指定某一數額為最高責任,則最終可對擔保人強制執行之責任總額不得超過最高責任,且除非獲得擔保人同意, 否則本擔保書並不為信貸融資超出最高責任以外之金額提供保證。

8. <u>額外擔保</u>

本擔保書為除銀行為有擔保款項之支付或清償現時或日後持有或可獲得之任何其他擔保或產權負擔(無論是否由擔保人或任何其 他人士作出)之外之額外擔保,本擔保書不受其影響;亦不可與其他擔保合併;本擔保書可被強制執行,且即使有該等其他擔保 或產權負擔存在、失效或不可強制執行。銀行已收任何擔保人、被擔保人或其他人士之所有款項,在適用的情況下均可由銀行應 用於任何帳戶或帳戶項目或任何交易。銀行執行本擔保書,毋須事先對任何上述擔保或產權負擔作出追索亦毋須對被擔保人或任 何其他人士提出任何付款要求或對任何被擔保人或任何其他人士提出法律程序。

9. 放棄擔保人權利

- (a) 直至全部有擔保款項獲支付前,各擔保人將不行使其在被擔保人破產或無能償債時向其索償之權利。倘任何擔保人因行使 任何該等權利而收取任何款項,其須以信託形式代銀行持有該等款項並即時將該等款項付予銀行。銀行可隨時,並在其認 為最審慎的時限內持有任何根據本擔保書已收取、討回或變現之款項並存入暫記帳戶內,銀行並無義務將該等款項或其中 任何部分用於抵償有擔保款項;任何擔保人亦不擁有任何居間權利對被擔保人提出訴訟或與向其產業索償而與銀行競爭或 以此減少銀行會或可能獲得之攤還債款或其他利益。
- (b) 直至全部有擔保款項獲支付前,擔保人不應行使任何對被擔保人作出代位申索、分擔、彌償、債務抵銷或反申索之權利或 參與銀行就有擔保款項持有或獲得之任何其他擔保、抵押品或抵押之任何權利。

10. 概無未經銀行同意之抵押

概無擔保人已接受,而擔保人亦同意在未經銀行事先書面同意接受被擔保人或任何其他人士就有擔保款項所作任何承兌票據、匯 票、按揭、抵押、抵押品或其他擔保。任何擔保人接受或將予接受之任何該等承兌票據、匯票、按揭、抵押、抵押品或其他擔保 及其所得款項須以信託形式代銀行持有並即時交付予銀行。

11. <u>彌償</u>

擔保人須應銀行要求就銀行、其代名人、代理人、職員或僱員可能承受或產生之所有責任、索償、要求、損害、損失及稅項、彼 等中之任何人士合理產生且數額合理之所有成本及開支(包括但不限於按充分彌償基準彌償法律費用及相關支出,及任何有關當 局向銀行追索有關擔保人任何應得利潤或收益的稅項)及彼等中之任何人士現時或於本擔保書日期之後就本擔保書因合約、侵權 或其他原因承受或產生可能由彼等中之任何人士提起或對彼等中之任何人士提出之訴訟或法律程序即時及全面地向彼等作出充分 彌償,惟銀行、其代名人、代理人、職員或僱員乃因下列原因或與下列事項有關而疏忽或故意違約則除外:

- (a) 行使或聲稱行使或不予行使本擔保書所載權利而作出或遺漏之任何事項;
- (b) 任何擔保人違反其向銀行或任何其他人士作出之任何契諾或承擔之其他義務;
- (c) <u>有關任何保證因失實或誤導或被違反而提出之任何申索和解;</u>
- (d) <u>有關銀行申索任何保證為失實或誤導或被違反而獲勝訴之任何法律程序及強制執行任何和解或判決</u>;
- (e) 對有關有擔保款項之任何付款(無論是否由任何擔保人或任何其他人士作出)不論任何原因被質疑或宣佈無效;及/或
- (f) 因取得、完成、維護、強制執行或行使本擔保書之任何權力或權利而被評估或其應繳付任何稅項、關稅、差餉或支出。

12. <u>留置權與抵銷</u>

- (a) <u>銀行獲授權為保管或任何其他理由</u>,對由銀行現在或日後持有擔保人之所有財產行使留置權,不論其是否屬銀行之日常業務。銀行有權將此等財產出售,並將出售所得收益在扣除開支之後,用作清償有擔保款項。
- (b) 除銀行根據法律有權享有之任何一般留置權或類似權利外,銀行可並獲授權及賦予權力在任何時間,毋須另行通知擔保人 或其任何一位,合併或綜合擔保人及/或任何一位或以上擔保人在銀行開立之全部或任何帳戶(若擔保人由一位以上人士組 成,則不論屬擔保人任何一位單獨名義或擔保人或其任何兩位或多位之聯合名義),並將貸記於任何一個或多個有關帳戶之 任何款項予以抵銷或轉移,以償付有擔保款項,而銀行可隨時以完全酌情權在不另諮詢擔保人或其任何一位之情況下,決 定按任何合法途徑,以過帳當日適用之兌換率,將任何該等款項轉換為任何貨幣,以抵銷有擔保款項。

13. 銀行之權利

於行使本擔保書或法律就擔保人或其任何一位賦予銀行之任何權利、權力或補償之前,銀行擁有絕對權利但無義務: (a) 對被擔保人提出索償要求;

- (b) 於任何法庭對被擔保人提出任何訴訟或取得法院判決或聯同被擔保人對擔保人或其任何一位提出之任何法律程序;
- (c) 在被擔保人之破產、清盤或解散過程中提出任何索償或作出任何債權證明;或
- (d) 按其認爲適當之方式或次序應用或強制執行銀行就被擔保人對銀行應承擔之任何義務而持有或可取得之任何其他款項、抵 押或權利,而擔保人則無權享有該等款項、抵押或權利之利益。

14. 陳述與保證

- 14.1 各擔保人均向銀行陳述並保證,只要本擔保書仍然有效:
- (a) 擔保人擁有訂立本擔保書及履行其於本擔保書項下之義務之必要權力及資格;
- (b) 擔保人擁有所需權力及能力並已採取一切必要之行動訂立及履行本擔保書,而訂立及履行本擔保書將不會超越其權限;
- (c) 本擔保書構成擔保人一項有效及具約束力之責任,根據其條款可對擔保人執行;
- (d) 倘擔保人為公司,則其根據其註冊成立所在司法權區之法律屬正式成立及有效存在,有權從事其現時所從事之業務及擁有 其資產;
- (e) 其現時或將來收益或資產或其現時或將來均不存在任何抵押權益;
- (f) 擔保人訂立及履行本擔保書不會
 - (i) 違反任何法例或任何法庭判決或命令;
 - (ii) 根據擔保人為訂約一方或對其任何資產形成影響之任何協議構成違反或違約;或
 - (iii) 產生其任何資產之產權負擔(根據本擔保書產生者除外)或使該等產權負擔須強制執行;
- (g) 訂立及履行本擔保書以及確保合法性、有效性、約束力及強制性所需之所有授權均已取得或實現或具十足效力;
- (h) 擔保人不被視爲無償債能力或無法償還其到期債務,且除於正常業務過程中產生或先前已向銀行書面披露之債項外,其概 無結欠任何人士任何債項;及
- (i) 擔保人於本擔保書中或根據本擔保書提供之所有資料及文件均屬真實、完整、準確及趨時且與原件相符。
- 14.2 第 14.1 條所載之陳述及保證乃:
- (a) 於本擔保書日期作出;及
- (b) 視爲由各擔保人於每日參考當時現實及環境重新作出,直至本擔保書被撤銷爲止。

15.<u>通訊</u>

凡因本擔保書而發出之任何通知、要求或其他通訊須以書面發給擔保人在銀行最後登記之地址,如發予銀行則寄往銀行就此目的 通知擔保人之地址;可以專人送遞往有關地址,或以郵遞、圖文傳真或電傳發送。倘以專人送遞,送遞時或置於有關地址時,即 視作交付擔保人論;倘屬以郵遞發送,則在投遞當日之後翌日視作交付論;倘屬以圖文傳真或電傳發送,則在發送當日視作交付 論;如為送交銀行則以銀行實際收妥當日視作交付論。倘擔保人超過一名,須由各擔保人或在世擔保人向銀行發出通知始屬有 效;若為銀行發予擔保人之通訊,則只須發予任何一名擔保人即屬有效。

16. 擔保之保留

- (a) 倘被擔保人或任何擔保人或任何其他人士已付之任何款項因任何與破產、無償債能力或清盤有關之適用法規或任何其他原因需由銀行償還、退回或撤消,則銀行有權強制執行本擔保書,猶如該等款項尚未支付。基於上述支付款項而實施之任何解除、清償或免除均不得影響銀行追究擔保人或其任何一位根據本擔保書須承擔之全部義務及法律責任之權利,猶如該等解除、清償或免除未獲實施。在此情況下,本擔保書將繼續有效或(視情況而定) 恢復原狀,擔保人須於其根據本擔保書應承擔之所有其他義務及法律責任以外補足任何該等支付款項之全數。
- (b) 倘被擔保人結欠銀行之所有款項、債項、債務或負債已完全支付,則銀行須應擔保人要求解除或免除本擔保書,惟銀行有 權保留本擔保書及/或銀行因本擔保書持有之任何或所有抵押,直至為保護銀行就有擔保款項享有之利益及強制執行本擔保 書及/或其後根據第 16(a) 條持有之抵押根據與破產或無力償債有關之適用法律給予之任何相關不公平優惠期屆滿爲止,猶 如並無作出該等解除或免除。

17. 擔保人負主債務人責任

- (a) 擔保人須個別及共同承擔被擔保人支付有擔保款項之主債務人責任,以便若被擔保人或任何其他人士對銀行承擔之任何義務或責任或銀行就有擔保款項接受之任何抵押在任何方面屬或成爲非法、無效、廢止、可予撤銷、不能執行或失效,或若被擔保人之任何借貸權存在任何法律限制或不足,或任何董事或就與有擔保款項相關之任何事項代表被擔保人之其他人士之授權不足,或若任何有擔保款項因任何原因已不能由被擔保人收取,或若存在(依照本條之外)在某種程度上免除任何擔保人之責任之任何其他情況,擔保人仍須向銀行承擔責任且任何有擔保款項均應銀行要求以彌償方式向作爲當債務人之擔保人收取。
- (b) <u>擔保人放棄其作爲保證人一切可能在任何時間與本擔保書任何條文不一致之權利。</u>
- (C) <u>銀行就本擔保書對其本身或任何其他人士之任何行為、延誤或遺漏概不負責,惟因銀行、其職員或任何僱員之疏忽或故意失責所</u> <u>導致者除外。</u>

18. 轉讓與披露

18.1轉讓

<u>擔保人不得在未取得銀行之事先書面同意下將其於本擔保書之任何權利或義務轉付或轉讓。銀行可毋須通知任何擔保人或取得其</u> 書面同意將其全部或部分於本擔保書項下之任何權利轉付予已向其承讓全部或任何信貸融資之任何人士。

18.2 披露

銀行可向其可能建議與之訂約之可能承讓人或其他人士披露與擔保人或其任何一位有關之任何資料,包括本擔保書。

18.3 銀行之狀況

為免混淆,無論銀行之組成有任何變化,或其併入任何其他人士或與之合併,或任何其他人士收購其全部或部分承諾及資產,或 進行任何類別之重整或重組,本擔保書對擔保人應繼續具約束力,以使本擔保書在所有方面同樣對銀行之任何承讓人、替代者或 權利繼承人仍具效力,猶如該等承讓人、替代者或權利繼承人本已取代銀行或附加銀行以外之一方且名列本擔保書。

19.<u>可執行性</u>

倘本擔保書之全部或任何部分因任何原因於任何時間不能對任何擔保人強制執行(包括任何擔保人未能履行本擔保書),本擔保書對其 餘擔保人應仍具完全約束力並可強制執行,猶如本擔保書僅由該等其他擔保人授予銀行。

20. <u>不構成放棄權利</u>

銀行根據本擔保書所作之行為或不作為,均不應作放棄權利論,亦不影響銀行在本擔保書項下之權利、權力或補償或進一步行使此等 權利、權力及補償。

21. <u>累積補償</u>

本擔保書規定之權利、補償、權力及特權乃附加於而不排除法律規定的任何權利、補償、權力及特權(除本擔保書已另作規定者外)。

22. <u>收債代理人</u>

<u>擔保人承認並同意,銀行可委任任何人士作為其代理人,負責收討有擔保款項,擔保人須承擔銀行每次為此目的而合理引致之所有合</u> 理數額之支出和開支。

23. 個人資料及擔保人資料之披露

- (a) 為便於銀行考慮是否向被擔保人作出或繼續作出可用信貸融資,擔保人須不時應銀行要求,向銀行提供擔保人或其任何一位之相 關個人資料及/或有關擔保人或其任何一位及(倘適用)擔保人之任何董事、及授權簽署人及/或其他高級職員或代表之其他資料, 而不提供上述資料將令致銀行未能向被擔保人作出或繼續作出可用信貸融資。
- (b) 有關擔保人及(倘適用)擔保人之任何董事、授權簽署人及/或其他高級職員或代表之所有資料及個人資料及有關本擔保書及銀行 不時管有或控有之各擔保人與銀行之間之任何交易或買賣之所有其他資料統稱「擔保人資料」。
- (c) 擔保人同意(為及代表擔保人及擔保人之各董事、授權簽署人及/或其他高級職員或代表)銀行可:
 - (f) 使用、儲存任何擔保人資料、向銀行認為必要之人士(包括銀行所屬集團(「本集團」)之任何成員公司)披露、轉交(無論於香港境內或境外之其他地區)及/或與之交換任何擔保人資料,作任何及一切有關銀行或本集團任何其他成員公司向被擔保人或應擔保人要求向任何其他人士提供或將予提供任何服務及/或信貸或銀行信貸融資及/或貸款之用途,及/或有關將任何擔保人資料與銀行所管有有關擔保人之其他個人資料配對之任何目的(無論目的是否為對擔保人採取任何不利行動)及/或作銀行及本集團任何其他成員公司一般性地向擔保人或應擔保人要求向任何其他人士推廣、改善及進一步提供其他服務及/或信貸融資,及/或為偵測或防止洗黑錢、恐怖份子籌資活動和其他犯罪活動,及/或任何其他目的及不時依照銀行有關披露個人資料之整體政策及/或銀行不時給予擔保人之結單、通函、通知、其他章則及條款內所載其他資料向有關人士作出; 及/或
 - (ii) 向任何信貸參考機構提交任何擔保人資料,及倘擔保人或任何其他人士(銀行已向其作出墊款或應擔保人要求以其他方式 給予信貸或提供信貸融資)於履行對於銀行之任何責任或解除任何責任時作出違約事件,向任何追債機構,及/或提供有關 擔保人之銀行或信貸參考予其他金融機構或其他人士;及/或
 - (iii) 倘銀行認為必要或適當,銀行可向任何服務供應商(無論處於香港境內或境外之其他地區)轉交任何擔保人資料,作資料處 理用途,或代表銀行向擔保人提供任何服務。倘香港境外之服務供應商所在地區有關資料保護法律較不嚴格,則銀行將要 求服務供應商作出大致類似於香港之資料保護法律規定之保密承諾。在任何情況下,銀行將繼續負責確保對擔保人資料保 密。
- (d) 如擔保人資料包括第三者之資料,每一擔保人確認及保證該擔保人已獲該第三者授權,為前述目的及按上述准予披露的人士向銀行提供該等第三者資料。

24. 共同及個別責任

如本擔保書項下之擔保人多於一人:

-) 無論其他任何擔保人或合作方或任何其他人士是否將受本擔保書約束,各擔保人均應受擔保書約束;
- (b) 銀行有權與擔保人個別處理任何事宜,包括解除或免除該擔保人之責任,惟以不影響任何其他擔保人之責任為限;及
- (c) <u>任何擔保人無權就另一擔保人責任或義務享有擔保權利或賠償。</u>

25. <u>代理人權力及進一步保證</u>

- (a) 為確保各自履行對銀行之義務,各擔保人不可撤回地、通過抵押方式個別委任銀行及銀行之任何代表或再轉授代表擔任代理人 (可全權委任替代人或再轉授包括授予受委人進一步的權力),代表擔保人並以擔保人之名義或以其他方式執行、簽章及交付及以 其他方式完善及作出所有下列協議、行動或事項:
 - (i) <u>根據本擔保書,擔保人有或可能有義務作出的;及/或</u>
 - (ii) 可能另外規定或認爲對於完全行使本擔保書賦予銀行之全部或任何權利及給予本擔保書所載條款及條件完全效力及效 能之權利而言屬恰當或與之有關的。

此項代理人權力與權益相連,為不可撤回,並將持續不可撤回直至本擔保書結清時止。

- (b) <u>各擔保人追認及確認並同意追認及確認根據本擔保書委任之任何代理人可依法執行、簽章、文付或作出之任何協 議、行動或事項。</u>
- (C) <u>應銀行要求,各擔保人須簽立銀行就有擔保款項規定之文件,執行銀行就有擔保款項規定之行動:</u>
 - (i) <u>保障本擔保書十足效力;</u>
 - (ii) <u>完善、保障或改善銀行因本擔保書產生或將產生之權利;或</u>
 - (iii) 促進銀行行使或計劃行使其於本擔保書項下之任何權力。

26. 適用法律及司法管轄

(a) 本擔保書受香港法例管轄,並按香港法例詮釋。

(b) 各擔保人願接受香港法庭非專屬管轄權,但本擔保書可於任何具有司法管轄權的法院執行。

27. 條文之獨立性

本擔保書各項條文均可與其他條文互相分開,各自獨立,倘其中一項或以上之條文變成非法、無效或不能執行,亦不會影響本擔保書之其餘條文。

28. <u>暫記帳</u>

銀行就有擔保款項或根據本擔保書獲支付或收取之任何款項均可由銀行釐定用於償還有擔保款項或記入該等帳項,以保留其就全部有 擔保款項提出債權證明之權利。

29. 開銷

各擔保人須於銀行要求時向銀行支付與本擔保書之協商、籌備、執行及登記及本擔保書之任何修訂、豁免或同意或免除,及/或為保存、執行或行使本擔保書項下任何權利或與之有關而產生之銀行全部合理數額開銷(包括法律及實付開支)。

30. <u>修訂</u>

除非以書面形式並由所有各方簽署,否則對本擔保書所作任何修訂將無效。

- 31. <u>委派</u>
 - 31.1 銀行可:
 - (a) 按銀行認爲合適之條款通過委任書或任何其他方式向任何人士委派於本擔保書項下任何可由該等人士行使之權利(包括再轉授的權力);及/或
 - (b) 按銀行認爲對本擔保書而言合適之條款聘用代理人、管理人、僱員、顧問及其他人士。

31.2 銀行概不就因任何代表或再轉授代表之任何行為、失責、遺漏或不當行為而產生之任何損失或責任負責或承擔任何責任。

32. <u>副本</u>

本擔保書可以一式多份形式簽立,所有副本共同構成單一契據。

33. <u>第三者權利</u>

除擔保人及銀行以外,並無其他人士有權按《合約(第三者權利)條例》強制執行本擔保書的任何條文,或享有本擔保書的任何條文下的利益。

月

日以契據方式簽署。

34. <u>管轄版本</u>

本擔保書以英文版本或中文版本簽立。中英文版本如有任何歧義、概以英文版本為準。

35. <u>簽署</u>

35.1 本擔保書可以分別用副本簽署並須共同構成單一文據。

35.2 本擔保書由擔保人於	年	

附表一

附衣—		×VI-				
被擔保人資料		VEXS				
被擔保人名稱			//			
*地址		商業證明	文件	重類及	 乏號碼	
	× ٩) 種類:		(C)	公司註冊證書	
	\checkmark			(B)	商業登記證	
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			(X)	其他	
		號碼:				
₭此欄不可填寫郵政信箱	$\langle \langle \rangle$	·				



H 此欄不可填寫郵政信箱

附表三

最高債務款額

(倘若上列所選擇「本擔保書為有限款額」,請填上擬申請的貸款總額)





DS051a 9-9 07/24 (HH)



章則所訂之主要責任及義務

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

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

(中文譯本僅供參考,文義如與英文本有歧異,概以英文本為準。)



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

- 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。
- 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、税務、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 如税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、税務、税收、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、逃税、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:
 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。



恒生商務卡資料概要

利率及財務費用	恒生港元Visa白金商務卡/ 萬事達白金商務卡/商務World Mastercard	恒生銀聯人民幣鑽石商務卡		
消費賬項之實際年利率	當賬戶開立時,消費賬項之實際年利率為 35.72% ¹ (月息2.67%),但會不時作出檢討。如 閣下/貴公司在每月到期還款日或之前支付全數結欠,本行不會向閣下/貴公司收取利息及財務 費用。否則,利息將按(i)所有未清繳的結欠,從到期還款日前一個月結單截數日起,按日計算 直至所有結欠清繳為止,以及(ii)所有在到期還款日前一個月結單截數日後誌賬的新交易款項, 須根據交易日期起按日計息,直至全數清繳為止。			
現金透支之實際年利率	當賬戶開立時,現金透支之實際年利率為 35.98% ¹ (月息2.67%),但會不時作出檢討。 信用卡現金透支服務涉及手續費及財務費用。若閣下/貴公司於到期還款日或之前清繳全部賬項 ,便毋須繳付任何財務費用。但若閣下/貴公司只繳付部份賬項,則須另繳付按適用於閣下/貴 公司戶口之息率計算之財務費用。此費用將按未清付之尚欠賬項及所有下一張月結單截數日前之 新信用卡交易(包括但不限於消費賬項、各項分期計劃供款、任何收費或費用、現金透支等)計 算。財務費用會由交易當日起以日息計算,月結單截數日期後仍產生財務費用,直至清繳賬項為 止。如閣下/貴公司打算繳付全數財務費用,請致電本行客戶服務熱線以確定本次月結單截數日 後的應計財務費用金額。			
拖欠下之實際年利率	不適用,實際年利率同上。			
免息還款期	長達56天			
最低還款額	最低還款額為 HKD300/CNY300 或以下第(i)至(iv)項之總和(以較高者為準): (i)所有費用及收費(包括財務費用及年費): (ii)任何仍未繳付上期最低還款額: (iii)總結欠扣除第(i)及(ii)項金額後仍超逾信用限額的金額:及 (iv)總結欠扣除第(i)至(iii)項金額後之1%。			
費用(每卡)	恒生港元Visa白金商務卡/ 萬事達白金商務卡/商務World Mastercard	恒生銀聯人民幣鑽石商務卡		
年費	HKD980	CNY980		
現金透支手續費	透支金額 0.5% 的手續費,最低 HKD10(人民幣卡)。	, (適用於港元卡)或最低 CNY100 (適用於		
外幣簽賬兑換費用 ²	所有以非港幣所進行的交易金額之1.95%	不適用		
以港幣支付外幣簽賬的有關費用				
逾期費用	若客戶未能於到期還款日或之前繳付最低 還款額,則須另繳付逾期費用,每次為 HKD300 或相等於最低還款額之金額(以較 低者為準)。	還 款 額 · 則 須 另 繳 付 逾 期 費 用 · 每 次 為		
過額費用	若戶口之結欠(不包括由銀行收取之費用)超逾 信用限額 HKD180 或以上,則須繳付每月 HKD180過額費用。	若戶口之結欠(不包括由銀行收取之費用)超逾 信用限額CNY180或以上,則須繳付每月 CNY180過額費用。		
退票/退回自動轉賬費用	 如於同一月結單有任何退票/退回自動轉 賬及其金額超過HKD120,則須繳付 HKD120之退票/退回自動轉賬費用一次。 若已收取逾期費用,於同一月結單之退票/ 退回自動轉賬費用將可獲豁免。 	 如於同一月結單有任何退票/退回自動轉 賬及其金額超過CNY120,則須繳付 CNY120之退票/退回自動轉賬費用一次。 若已收取逾期費用,於同一月結單之退票/ 退回自動轉賬費用將可獲豁免。 		
	HKD100			
	每年 HKD100	- CN1100 不適用		
索取銷貨單費用	每年 日KD100 每份副本 HKD40	1 2000 毎份副本 CNY40		
	每份月結單 HKD50	母切副平 UNY40 每份月結單 CNY50		
信用狀況證明書費用	母衍月結単HKD50 母衍月結単CN150 每封HKD200 每封CN1200			
以非本港銀行支票或本票 繳付賬項	每張支票/本票 HKD60 (若以澳門之銀行 的支票/本票結賬,則須另繳交易金額之 0.25%或最低 HKD100)	不適用		
以本票退回戶口結存之收費	每張本票 HKD35	每張本票 CNY35		

<u>註:</u>

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

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

<u>例子</u>

(以下例子只供參考,並不反映閣下/貴公司之商務卡戶口實際狀況。)

假設:總結欠為HKD20,000,年息32%(月息2.67%,已上捨至2個小數位),沒有產生新交易賬項、年費及其他費用,到 期還款日為月結單發出後26日及於到期還款日或之前還款。

如閣下使用此卡而沒有產生額外費用及 閣下/貴公司每月繳付	閣下/貴公司將於下列時間內清還 HKD20,000之未償還結欠	閣下/貴公司最後將償還之 總數估計為
只償還最低還款額	11.8 years	HKD59,393.88
HKD871.54	3 years	HKD31,375.44 (節省 = HKD28,018.44) *

* 以上還款期(已上捨至1個小數位)、金額(已上捨至2個小數位)及例子只供參考,並不反映閣下之信用卡戶口實際狀況。 歡迎閣下瀏覽hangseng.com以使用本行網上信用卡結欠還款計算機計算適用於閣下的情況。