

**Business Banking Debt Restructuring Plan
Application Form
中小企業債務重整計劃申請表**

Please complete this application form together with all supporting documents within 5 business days. Once completed the form, please contact to your Relationship Manager directly. For any query, please contact us at 2282-1222.

填妥此表格後，請連同所有證明文件於 5 個工作天內直接聯絡你的客戶經理。如有垂詢，歡迎致電：2282-1222。

* Mandatory 所有資料必須填寫

Application Date 申請日期：_____

A. Company Information 公司資料			
Name of Company 公司名稱		Business Address 公司地址	
Telephone No. 電話號碼	Fax No. 傳真號碼	No. of Employees 公司僱員人數	
Correspondence Address 通訊地址			
Contact Person 聯絡人姓名		Tel / Pager No. 電話 / 傳呼號碼	
Constitution 類別	Identity Document 證明文件	Date of Incorporation 註冊日期 (dd日/mm月/yy年)	Country of Incorporation 註冊國家
<input type="checkbox"/> Sole Proprietorship 獨資經營 <input type="checkbox"/> Partnership 合夥公司 <input type="checkbox"/> Private Limited Co 有限公司	<input type="checkbox"/> Certificate of Incorporation No. 公司註冊證書號碼 _____ <input type="checkbox"/> Business Registration Certificate No. 商業登記證號碼 _____ <input type="checkbox"/> Others (specify) 其他 (請註明) _____		
B. Nature of Business 公司業務			
Manufacturing 製造	<input type="checkbox"/> Textile/Garment 紡織/衣服 <input type="checkbox"/> Machinery/Equipment 機器/設備	<input type="checkbox"/> Printing/Publishing 印刷/出版 <input type="checkbox"/> Others (please specify) 其他 (請註明) _____	
Trading 貿易	<input type="checkbox"/> WHOLESALE 批發： _____ or 或 _____ <input type="checkbox"/> Electronics/Electrical 電子/電器 <input type="checkbox"/> Gifts/Souvenirs/Toys 禮物/紀念品/玩具	<input type="checkbox"/> IMPORT/EXPORT 入口/出口： _____ <input type="checkbox"/> Watches/Watch Component 手錶/手錶零件 <input type="checkbox"/> Others (please specify) 其他 (請註明) _____	
	RETAILS 零售： <input type="checkbox"/> Fashion 時裝 <input type="checkbox"/> Electronics/Electrical 電子/電器	<input type="checkbox"/> Food Stuff 食品 <input type="checkbox"/> Others (please specify) 其他 (請註明) _____	<input type="checkbox"/> Restaurant/Caterers 餐廳/餐館
Services 服務	<input type="checkbox"/> Management Consultancy 管理顧問 <input type="checkbox"/> Education 教育 <input type="checkbox"/> Profession 專業	<input type="checkbox"/> Financial Services 財務服務 <input type="checkbox"/> Travel Agency 旅行社 <input type="checkbox"/> Others (please specify) 其他 (請註明) _____	<input type="checkbox"/> Transportation/Communication 運輸/資訊 <input type="checkbox"/> Personal Services 個人護理服務
Annual sales turnover 財政年度營業額：HKD		Net Income (before interest and tax) 全年收入 (未扣除利息及稅項)：HKD	
Business Operation 營運情況	<input type="checkbox"/> % of Local 本地 (%份率) _____	Major Function 主要業務 _____	
	<input type="checkbox"/> % of Overseas 海外 (%份率) _____	Country Name(s) and % 國家及其份率 1. _____ 2. _____ 3. _____	
Local Sales 本地營業	<input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否	Major Market 主要市場 _____	
Latest major 3 Buyers / Suppliers 最近主要3名買家 / 供應商 _____			
Major sales term 主要收賬方法	<input type="checkbox"/> COD 現金 <input type="checkbox"/> L/C 出口託收	<input type="checkbox"/> Chats payment 本地匯出匯款	<input type="checkbox"/> Cheque payment 支票 <input type="checkbox"/> Others (please specify) 其他 (請註明) _____
Annual sales turnover 財政年度營業額	HKD 港幣 _____	Net income (before interest and tax) 全年收入 (未扣除利息及稅)	HKD 港幣 _____
If borrower is a part of a group, please specify: 如借款公司屬於任何集團，請註明：		Group Annual Sales Turnover 集團財政年度營業額	HKD 港幣 _____

C. Current Banking Relationships 現時銀行資料

Name of Financial Institution 財務機構名稱	Deposits 存款	Type of Credit Facility 貸款類型	Credit Limits HKD 港幣借貸額 (\$)			Monthly Repayment (HKD) 每月港幣供款 (\$) (For Instalment Loan 只適用於分期貸款)
			Clean 無抵押	Fully Secured 全部抵押	Partially Secured 部份抵押	
		<input type="checkbox"/> Overdraft 透支 <input type="checkbox"/> Trade 貿易押匯 <input type="checkbox"/> Others: Pls specify 其他: 請註明 _____ <input type="checkbox"/> Instalment Loan 分期貸款				
		<input type="checkbox"/> Overdraft 透支 <input type="checkbox"/> Trade 貿易押匯 <input type="checkbox"/> Others: Pls specify 其他: 請註明 _____ <input type="checkbox"/> Instalment Loan 分期貸款				
		<input type="checkbox"/> Overdraft 透支 <input type="checkbox"/> Trade 貿易押匯 <input type="checkbox"/> Others: Pls specify 其他: 請註明 _____ <input type="checkbox"/> Instalment Loan 分期貸款				

Are we the main bank of your company: Yes 是 No 否 If No, name of bank: 如若, 銀行名稱 _____

**D. Details of Sole Proprietor / Partners / Guarantor(s) (In English BLOCK letters)
獨資東主 / 合夥人 / 擔保人資料 (請用英文正楷填寫)**

<input type="checkbox"/> Sole Proprietor 獨資東主 Name (In English BLOCK letters): 姓名 (請用英文正楷填寫) _____ % of shareholding: _____ % 持股量 (%百份率) _____ Contact Phone Number: (Home) _____ (Mobile) _____ 聯絡電話 (住宅) (手提電話) Years in the company: _____ Years 在職年資 _____ 年 Annual income: HKD _____ 全年收入 _____	<input type="checkbox"/> Partner 合夥人 Date of Birth (dd-mm-yy): _____ 出生日期 _____ (Home) _____ (Mobile) _____ (住宅) (手提電話) Years _____ Years 年 年 Residential address: _____ 住址 _____	<input type="checkbox"/> Guarantor 擔保人 HKID Card / Passport No.: _____ 香港身份證 / 護照號碼 _____ Sex: <input type="checkbox"/> Male 男 <input type="checkbox"/> Female 女 Position in the company: _____ 公司職位 _____ Year of Management experience in the same field/industry: _____ years 入行及管理年資 _____ 年 Home Rented, monthly rental: _____ 租住居所, 每月租金為 _____ Any other debts / overdraft with other Banks / Financial Institutions? 是否有其他銀行 / 財務機構有債務 / 透支? <input type="checkbox"/> No 否 <input type="checkbox"/> Yes 是 If yes, the total monthly repayment amount or overdraft limit is: 如是, 每月供款總額或透支總額為: _____ Principal director of the company (applicable to limited company only) 公司主要董事 (只適用於有限公司) <input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否 Family relationship with any shareholder / guarantor / director of the company 與貴公司之其他股東 / 擔保人 / 董事有沒有親屬關係 <input type="checkbox"/> Yes 有 <input type="checkbox"/> No 沒有	1
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<input type="checkbox"/> Sole Proprietor 獨資東主 Name (In English BLOCK letters): 姓名 (請用英文正楷填寫) _____ % of shareholding: _____ % 持股量 (%百份率) _____ Contact Phone Number: (Home) _____ (Mobile) _____ 聯絡電話 (住宅) (手提電話) Years in the company: _____ Years 在職年資 _____ 年 Annual income: HKD _____ 全年收入 _____	<input type="checkbox"/> Partner 合夥人 Date of Birth (dd-mm-yy): _____ 出生日期 _____ (Home) _____ (Mobile) _____ (住宅) (手提電話) Years _____ Years 年 年 Residential address: _____ 住址 _____	<input type="checkbox"/> Guarantor 擔保人 HKID Card / Passport No.: _____ 香港身份證 / 護照號碼 _____ Sex: <input type="checkbox"/> Male 男 <input type="checkbox"/> Female 女 Position in the company: _____ 公司職位 _____ Year of Management experience in the same field/industry: _____ years 入行及管理年資 _____ 年 Home Rented, monthly rental: _____ 租住居所, 每月租金為 _____ Any other debts / overdraft with other Banks / Financial Institutions? 是否有其他銀行 / 財務機構有債務 / 透支? <input type="checkbox"/> No 否 <input type="checkbox"/> Yes 是 If yes, the total monthly repayment amount or overdraft limit is: 如是, 每月供款總額或透支總額為: _____ Principal director of the company (applicable to limited company only) 公司主要董事 (只適用於有限公司) <input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否 Family relationship with any shareholder / guarantor / director of the company 與貴公司之其他股東 / 擔保人 / 董事有沒有親屬關係 <input type="checkbox"/> Yes 有 <input type="checkbox"/> No 沒有	2
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<input type="checkbox"/> Sole Proprietor 獨資東主	<input type="checkbox"/> Partner 合夥人	<input type="checkbox"/> Guarantor 擔保人	<input type="checkbox"/> Mandatory Guarantor 主要擔保人	3
Name (In English BLOCK letters): 姓名 (請用英文正楷填寫)		HKID Card / Passport No.: 香港身份證 / 護照號碼		
% of shareholding: 持股量 (% 份率)	% %	Date of Birth (dd-mm-yy): 出生日期	Sex: 性別	<input type="checkbox"/> Male 男 <input type="checkbox"/> Female 女
Contact Phone Number: (Home) 聯絡電話 (住宅)	(Mobile) (手提電話)	Position in the company: 公司職位		
Years in the company: 在職年資	Years 年	Year of Management experience in the same field/industry: 入行及管理年資	years 年	
Annual income: HKD 全年收入	Residential address: 住址			
<input type="checkbox"/> Have Mortgage with other bank, monthly repayment amount: 在其他銀行有按揭貸款, 每月供款額為		<input type="checkbox"/> Home Rented, monthly rental: 租住居所, 每月租金為		
Any other debts / overdraft with other Banks / Financial Institutions? 是否有其他銀行 / 財務機構有債務 / 透支?		<input type="checkbox"/> No 否 <input type="checkbox"/> Yes 是		
If yes, the total monthly repayment amount or overdraft limit is: 如是, 每月供款總額或透支總額為:				
Principal director of the company (applicable to limited company only) 公司主要董事 (只適用於有限公司)		<input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否		
Family relationship with any shareholder / guarantor / director of the company 與貴公司之其他股東 / 擔保人 / 董事有沒有親屬關係		<input type="checkbox"/> Yes 有 <input type="checkbox"/> No 沒有		

<input type="checkbox"/> Sole Proprietor 獨資東主	<input type="checkbox"/> Partner 合夥人	<input type="checkbox"/> Guarantor 擔保人	<input type="checkbox"/> Mandatory Guarantor 主要擔保人	4
Name (In English BLOCK letters): 姓名 (請用英文正楷填寫)		HKID Card / Passport No.: 香港身份證 / 護照號碼		
% of shareholding: 持股量 (% 份率)	% %	Date of Birth (dd-mm-yy): 出生日期	Sex: 性別	<input type="checkbox"/> Male 男 <input type="checkbox"/> Female 女
Contact Phone Number: (Home) 聯絡電話 (住宅)	(Mobile) (手提電話)	Position in the company: 公司職位		
Years in the company: 在職年資	Years 年	Year of Management experience in the same field/industry: 入行及管理年資	years 年	
Annual income: HKD 全年收入	Residential address: 住址			
<input type="checkbox"/> Have Mortgage with other bank, monthly repayment amount: 在其他銀行有按揭貸款, 每月供款額為		<input type="checkbox"/> Home Rented, monthly rental: 租住居所, 每月租金為		
Any other debts / overdraft with other Banks / Financial Institutions? 是否有其他銀行 / 財務機構有債務 / 透支?		<input type="checkbox"/> No 否 <input type="checkbox"/> Yes 是		
If yes, the total monthly repayment amount or overdraft limit is: 如是, 每月供款總額或透支總額為:				
Principal director of the company (applicable to limited company only) 公司主要董事 (只適用於有限公司)		<input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否		
Family relationship with any shareholder / guarantor / director of the company 與貴公司之其他股東 / 擔保人 / 董事有沒有親屬關係		<input type="checkbox"/> Yes 有 <input type="checkbox"/> No 沒有		

E. Client's Acknowledgement and Consent 客戶的確認及同意

For Limited Company 如申請者為有限公司

- (1) I/We hereby acknowledge and agree that, subject to paragraph (2), any information with respect to me/us which is provided by me/us at the request of Standard Chartered Bank (Hong Kong) Limited ("the Bank") or collected in the course of dealings between me/us and the Bank may be disclosed to, or used and retained by any credit reference agency or similar service provider to verify such information, or conduct credit checks, or perform site visit (including photo shooting), or enable them to provide such information to other institutions:
本人/吾等謹此確認並同意在符合第(2)條規定的前提下, 本人/吾等應渣打銀行(香港)有限公司(「銀行」)的要求所提供有關本人/吾等的任何資料, 或於本人/吾等與銀行進行交易過程中被收集的有關本人/吾等的任何資料, 均可披露予任何信貸資料服務機構或類似服務提供者, 或由之使用及保存, 以核證該等資料, 或進行信貸調查, 或執行地址巡查(包括攝影), 或以達到任何上述機構向其他機構提供該等資料:
- (a) in order that they may carry out credit and other status checks in respect of me/us in my/our capacity as applicant for, or guarantor of, credit facilities; and
以便其他機構可以對本人/吾等作為信貸額度的申請人或擔保人進行信貸及其他狀況調查; 及
- (b) for the purposes of reasonable monitoring of any indebtedness while there is a current default by me/us as borrower or guarantor
以達到在本人/吾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。
- (2) I/We may by giving the Bank 90 days' notice in writing (which will take effect from the date of receipt by the Bank) revoke the consent contained in paragraph (1).
本人/吾等可向銀行提前90天以書面形式發出撤銷第(1)條所載同意的通知書(「撤銷通知書」), 有關通知期將由銀行收訖撤銷通知書之日起計算。
- (3) If I/we give notice to revoke the consent given pursuant to paragraph (1) in accordance with paragraph (2):
假如本人/吾等根據第(2)條的規定, 發出撤銷通知書以撤銷在第(1)條項下所作出同意:
- (a) subject to to paragraphs (3) (f) and (g) below, the Bank may continue to disclose information pursuant to paragraph (1) until the notice of revocation given pursuant to paragraph (2) expires;
銀行可以繼續依據第(1)條的規定披露資料, 直至在第(2)條項下的通知期屆滿為止, 惟須符合下文第(3) (f) 及 (g) 條的規定;
- (b) the Bank may notify all persons to whom the Bank is permitted to disclose information pursuant to paragraph (1) of the fact that a notice of revocation has been given pursuant to paragraph (2);
依據第(2)條本人/吾等已發出撤銷通知書的事實, 銀行可以通知其依據第(1)條獲准向之披露資料的全體人士;
- (c) the Bank may regard the notice of revocation served on the Bank as also applying to the consent I/we have previously given in respect of all other credit facilities granted to me/us;
銀行可以將送達銀行的撤銷通知書, 當作同樣適用於本人/吾等之前就本人/吾等獲授予所有其他信貸額度所作出的同意處理;

- (d) the Bank may terminate any facilities extended to me/us with effect from the date to be advised by the Bank;
銀行可以由銀行通知的生效日期起，終止授予本人/吾等的任何信貸額度；
- (e) the credit reference agency or similar service provider may continue to retain information provided to it by the Bank in its internal archive for its internal use but not for provision of such information to other institutions when they seek credit reports;
信貸資料服務機構或類似服務提供者可以繼續將由銀行所提供的資料存檔及作內部用途，但該等資料不得披露予搜尋信貸報告的其他機構；
- (f) the Bank may continue to provide information relating to hire purchase and leasing transactions and loan and overdraft to wholesalers and retailers to finance the acquisition of stock in trade to the credit reference agency or similar service provider notwithstanding revocation of the consent referred to in paragraph (2) above; and
儘管本人/吾等已按照上文第(2)條的規定撤銷同意，銀行仍可以繼續向信貸資料服務機構或類似服務提供者，提供有關租購及出租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和透支的資料；及
- (g) the credit reference agency or similar service provider may continue to provide information relating to hire purchase and leasing transactions and loan and overdraft to wholesalers and retailers to finance the acquisition of stock in trade and information which is a matter of public record notwithstanding the revocation of the consent referred to in paragraph (2) above.
儘管本人/吾等已按照上文第(2)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出租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和透支的資料及屬於公眾紀錄的資料。
- (4) I/We may, within 5 years after account termination and by giving the Bank notice in writing, instruct the Bank to request the relevant credit reference agency as soon as reasonably practicable for deletion of data in respect of an account which has been terminated from its database provided that:
本人/吾等可在戶口終止後五年內，在向銀行提出書面「選擇刪除資料」要求後，指示銀行要求有關的信貸資料服務機構在合理可行的情況下盡快從其資料庫中刪除已終止戶口的有關資料，條件是：
- (a) the account has been settled by full payment (other than payment by refinancing of the debit balance on the account by the Bank); and
該戶口已全數結算妥當（銀行就戶口結欠款項再融資的付款除外）；及
- (b) there has not been any material default on the account within 5 years immediately before the account termination (whether or not such default period fell entirely within those 5 years).
戶口在緊接終止之前的五年內並沒有任何重要欠款的情況（不論欠款期是否完全在該五年以內）。
- (5) Subject to paragraphs (1), this consent shall remain in effect
在符合第(1)條的規定的前提下：
- (a) as long as I/we maintain an account relationship with the Bank and for a period of five years thereafter; or
本同意書在本人/吾等與銀行維持客戶關係期間維持有效，並在結束所有關係後五年內仍然有效；或
- (b) if later, for the period of five years after the date of settlement following a payment default of more than sixty days.
倘若出現逾期供款超過六十日，本同意書則在結清拖欠超過六十日的欠款的日期之後五年內仍然有效，以較遲者為準。
- (c) that, in the event of any default in repayment, unless the amount in default is fully repaid or written off (otherwise than due to a bankruptcy order where the obligor is an individual) before the expiry of 60 days from the date such default occurred, the obligor(s) shall be liable to have his account repayment data retained by the CRA until the expiry of 5 years from the date of final settlement of the amount in default;
如出現拖欠還款情況，除非拖欠金額在由出現拖欠日期起計60日屆滿前全數清還或撇賬（除了因破產令導致之外，如債務人為個人），否則其由信貸資料機構所持有的賬戶還款資料將會在全數清還該拖欠還款後繼續保留多至5年；
- (d) that, in the event of any amount being written off due to a bankruptcy order being made against the obligor(s), the obligor(s) shall be liable to have their account repayment data retained by the CRA, regardless of whether the account repayment data reveal any material default, until the earlier of the expiry of 5 years from the date of final settlement of the amount in default or the expiry of 5 years from the date of the obligor(s)'s discharge from bankruptcy as notified to the CRA by such obligor(s) with evidence; and
如該債務人因被頒布破產令而導致任何金額被撇賬，不論其賬戶還款資料是否顯示有重要欠賬，其由信貸資料機構所持有的賬戶還款資料會在全數清還該拖欠還款後繼續保留5年，或由該債務人提出證據通知信貸資料機構其已獲解除破產令的5年止（以較先出現的情況計算）；
- (e) that the obligor(s), upon termination of the account by full repayment and on condition that there has not been, within 5 years immediately before account termination, any material default on the account, will have the right to instruct the credit provider to make a request to the CRA to delete from its database any account data relating to the terminated account.
假若賬戶在結束前五年內並無任何重要欠賬，則該債務人有權在全數清還欠賬後結束賬戶時，指示信貸提供者要求信貸資料機構自其資料庫中刪除與該已結束賬戶有關的任何賬戶資料。
- (6) The consent contained in this section supersedes any previous Client Consent Form previously signed by me/us. The acknowledgement and agreement contained in this section is in addition to and does not affect any agreement or consent contained in the Bank's account documentation and/or standard terms and conditions.
本部份所載之同意會取代之前所簽署的任何共用信貸資料客戶同意書。本部份所載的確認及協議乃附加於銀行的賬戶文件及/或條款及條件，並對該等文件所載的協議或同意不構成任何影響。

For Sole Proprietorship / Partnership 如申請者為獨資經營 / 合夥公司

- (1) I/We hereby acknowledge and agree that, subject to paragraph (2), any information with respect to me/us which is provided by me/us at the request of Standard Chartered Bank (Hong Kong) Limited ("the Bank") or collected in the course of dealings between me/us and the Bank may be disclosed to, or used and retained by any credit reference agency or similar service provider to verify such information, or conduct credit checks, or perform site visit (including photo shooting), or enable them to provide such information to other institutions:
本人/吾等謹此確認並同意，在符合第(2)條的前提下，本人/吾等應渣打銀行（香港）有限公司（「銀行」）的要求所提供有關本人/吾等的任何資料，或於本人/吾等與銀行進行交易過程中被收集的有關本人/吾等的任何資料，均可披露予任何信貸資料服務機構或類似的服務提供者，或由之使用及保存，以核證該等資料，或進行信貸調查，或執行地址巡查（包括攝影），或以達到任何上述機構向其他機構提供該等資料：
- (a) in order that they may carry out credit and other status checks in respect of me/us in my/our capacity as applicant for, or guarantor of, credit facilities; and
以便其他機構可以對本人/吾等作為信貸額度的申請人或擔保人，進行信貸及其他狀況調查；及
- (b) for the purposes of reasonable monitoring of any indebtedness while there is a current default by me/us as borrower or guarantor.
以達到在本人/吾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。
- (2) I/We may, within 5 years after account termination and by giving the Bank notice in writing, instruct the Bank to request the relevant credit reference agency as soon as reasonably practicable for deletion of data in respect of an account which has been terminated from its database provided that:
本人/吾等可在戶口終止後五年內，在向銀行提出書面「選擇刪除資料」要求後，指示銀行要求有關的信貸資料服務機構在合理可行的情況下盡快從其資料庫中刪除已終止戶口的有關資料，條件是：
- (a) the account has been settled by full payment (other than payment by refinancing of the debit balance on the account by the Bank); and
該戶口已全數結算妥當（銀行就戶口結欠款項再融資的付款除外）；及
- (b) there has not been any material default on the account within 5 years immediately before the account termination (whether or not such default period fell entirely within those 5 years).
戶口在緊接終止之前的五年內並沒有任何重要欠款的情況（不論欠款期是否完全在該五年以內）。
- (3) If I/we give opt-out request of account data in accordance with paragraph (2):
假如本人/吾等根據第(2)條的規定提出「選擇刪除資料」要求：
- (a) subject to paragraphs 3(c) and (d) below, the Bank may continue to disclose information pursuant to paragraph (1) until the deletion of account data becomes effective;
銀行可以繼續依據第(1)條的規定披露資料，直至戶口資料的刪除有效為止，唯須符合下文第3(c)及(d)的規定；
- (b) the Bank may, unless otherwise specified, regard the opt-out request served on the Bank as also applying to the other terminated account

data disclosed to, or used and retained by any credit reference agency or similar service provider in accordance with paragraph (1); 除另行訂明外，銀行可以將送達銀行的「選擇刪除資料」要求，當作同樣適用於按照第(1)條規定向已披露的任何信貸資料服務機構或類似的服務提供者，或由該等服務機構或服務提供者使用及保留的終止戶口的資料；

- (c) the Bank may continue to provide information relating to hire purchase and leasing transactions and loans to wholesalers and retailers to finance the acquisition of stock in trade to the credit reference agency or similar service provider notwithstanding the opt-out request referred to in paragraph (2) above; and 儘管本人/吾等已按照上文第(2)條的規定提出「選擇刪除資料」的要求，銀行仍可以繼續向信貸資料服務機構或類似的服務提供者，提供有關租購及出租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
- (d) the credit reference agency or similar service provider may continue to provide information relating to hire purchase and leasing transactions and loans to wholesalers and retailers to finance the acquisition of stock in trade and information which is a matter of public record notwithstanding the opt-out request referred to in paragraph (2) above. 儘管本人/吾等已按照上文第(2)條的規定提出「選擇刪除資料」的要求，信貸資料服務機構或類似的服務提供者仍可以繼續提供有關租購及出租交易及授予批發商及零售商作為購入存貨之用的融資貸款的資料及屬於公眾記錄的資料。
- (4) This consent pursuant to paragraph (1) shall remain in effect:
第(1)條所述的同意在以下情況維持有效：
(a) as long as I/we maintain an account relationship with the Bank and for a period of five years thereafter; or 在本人/吾等與銀行維持客戶關係期間維持有效，並在結束所有關係後五年內仍然有效；或
(b) if later, for the period of five years after the date of settlement following a payment default of more than sixty days. 倘若出現逾期供款超過六十日，本同意書則在結清拖欠超過六十日的欠款的日期之後五年內仍然有效，以較遲者為準。
(c) that, in the event of any default in repayment, unless the amount in default is fully repaid or written off (otherwise than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the obligor(s) shall be liable to have his account repayment data retained by the CRA until the expiry of 5 years from the date of final settlement of the amount in default; 如出現拖欠還款情況，除非拖欠金額在由出現拖欠日期起計60日屆滿前全數清還或撇賬（除了因破產令導致之外），否則其由信貸資料機構所持有的賬戶還款資料將會在全數清還該拖欠還款後繼續保留多至5年；
(d) that, in the event of any amount being written off due to a bankruptcy order being made against the obligor(s), the obligor(s) shall be liable to have his account repayment data retained by the CRA, regardless of whether the account repayment data reveal any material default, until the earlier of the expiry of 5 years from the date of final settlement of the amount in default or the expiry of 5 years from the date of the obligor(s) discharge from bankruptcy as notified to the CRA by such obligor(s) with evidence; and 如該債務人因被頒布破產令而導致任何金額被撇賬，不論其賬戶還款資料是否顯示有重要欠賬，其由信貸資料機構所持有的賬戶還款資料會在全數清還該拖欠還款後繼續保留5年，或由該債務人提出證據通知信貸資料機構其已獲解除破產令的5年止（以較先出現的情況計算）；
(e) that the obligor(s), upon termination of the account by full repayment and on condition that there has not been, within 5 years immediately before account termination, any material default on the account, will have the right to instruct the credit provider to make a request to the CRA to delete from its database any account data relating to the terminated account. 倘若賬戶在結束前五年內並無任何重要欠賬，則該債務人有權在全數清還欠賬後結束賬戶時，指示信貸提供者要求信貸資料機構自其資料庫中刪除與該已結束賬戶有關的任何賬戶資料。
- (5) The consent contained in this section supersedes any previous Client Consent Form previously signed by me/us. The acknowledgement and agreement contained in this section is in addition to and does not affect any agreement or consent contained in the Bank's account documentation and/or standard terms and condition.
本部份所載之同意會取代之前所簽署的任何共用信貸資料客戶同意書。本部份所載的確認及協議乃附加於銀行的賬戶文件及/或條款及條件，並對該等文件所載的協議或同意不構成任何影響。

F. Client Declaration 客戶聲明

- (1) I/We confirm that the information given herein is true and complete and authorise the Bank to contact all necessary parties for verification if needed. I/We agree to provide any additional information/documents which the Bank may require from me/us.
本人/吾等保證所提供之資料全部確實無訛，並授權銀行在有需要時向有關機構求證。本人/吾等並同意在有需要時向銀行提供有關本人/吾等之額外資料或文件。
- (2) I/We acknowledge that the Standard Terms, Account Terms, Country Supplement (Hong Kong) and Conditions for Accounts (Hong Kong) and any other prevailing terms and conditions have been made available to me/us and I/we agree to be bound by them.
本人/吾等確認已獲提供標準條款、賬戶條款、國家附件（香港）及賬戶細則（香港）和任何其他現有之條款及細則，並同意履行條款及細則。
- (3) I/We agree to repay all loan, handling fee, overdrawn amount, interest and charges thereon in accordance with the Terms and Conditions of Business Banking Debt Restructuring Plan as required by the Bank from time to time. I/We further acknowledge that I/we have obtained a copy of, read and understand, and agree to comply with and be bound by, the Terms and Conditions of Business Banking Debt Restructuring Plan.
本人/吾等同意根據中小企業債務重整計劃之條款及細則及/或其他可適用之條款及細則及/或銀行不時要求下償還所有貸款、手續費、已透支金額、其利息及手續費。本人/吾等亦確認本人/吾等已拿取、中小企業債務重整計劃之條款及細則。
- (4) I/We understand that the Bank reserves the right to decline this application without giving any reason and retain all supporting documents submitted for the processing of the application, no matter the application is accepted or declined.
本人/吾等同意銀行有權利取消此申請，而不給予任何理由，無論銀行接受或取消此申請。銀行有權不發還所提供之所有文件。
- (5) I/We hereby further warrant that (a) this application and the execution and submission of the same by the undersigned has been authorised and/or approved and this application shall constitute the Bank's authority to accept, rely and act on instructions relating to the loan and the overdraft; (b) where the applicant is a sole proprietorship, the undersigned is the sole proprietor and ultimate beneficial owner and has duly signed this application form; and where the applicant is a partnership, the undersigned are partners and all partners have duly signed this application form; and where the applicant is a company, the undersigned director(s) or any other person(s) authorised by the company to sign on this application form on behalf of the company and has/have duly signed this application form; (c) where the applicant is a sole proprietorship or partnership, as at the date of this application and the date of loan restructure, all information required to be filed pursuant to the Business Registration Ordinance have been so filed and all such information together with the Business Registration Certificate are all current and accurate (as the case may be) and that there is no petition for bankruptcy presented against me / or any of us; and (d) where the applicant is a company, as at the date of this application and the date of loan restructure, the Company's Certificate of Incorporation, Memorandum and Articles of Association and all other returns required to be filed with the Registrar of the Companies pursuant to the Companies Ordinance have been so duly filed and are all current and there is no petition for winding up made against the company.
本人/吾等茲作出如下保證：(a)本申請及經下述簽署人簽名及提交之本申請表格均已經授權及/或批准，而本申請表應構成銀行接納、依據及按照所給予有關貸款及透支之指示而行之授權文件；(b)倘申請人屬獨資經營者，以下之簽署人為獨資東主及最終受益人並已妥為簽署此申請表格；倘申請人屬合夥經營者，以下之簽署人為全部合夥人而全部合夥人已妥為簽署此申請表格；倘申請人屬一間公司，以下之簽署人為公司的已獲授權的董事或人士而有關之董事或人士已妥為簽署此申請表格；(c)倘申請人屬獨資經營者或合夥經營者，於本申請表格提交日及貸款重整日，根據商業登記條例須存案之所有資料已妥為存案，且所有上述資料，連同商業登記證均屬現行及準確（視情況而定），且無針對本人/吾等或其中任何人提出的破產申請；及(d)倘申請人屬一間公司，於本申請表格提交日及貸款重整日，根據【公司條例】須於公司註冊處存案之公司註冊證書、公司組織章程大綱及細則，以及所有其他報表已妥為存案及均屬現行有效，且無針對公司提出的清盤申請。
- (6) I/We note that section 83 of the Banking Ordinance imposes on the Bank certain limitations on advances to persons (including firms, partnerships and non-listed companies) related to it or any of its directors, employees with lending authority or controllers (each person so related shall be referred to as "Related Person"). I/We agree that I/we shall advise the Bank immediately in writing if I/we are, or any of our directors, controllers, partners, managers, agents or guarantors is, a Related Person within the meaning of the Banking Ordinance as at the date of this application. I/We further undertake that if at any time after the date of this application I/we become, or are aware that any of our directors, controllers, partners, managers, agents or guarantors is or becomes, a Related Person, I/we shall immediately notify the Bank in writing thereof.

本人/吾等確認《銀行業條例》第83條對銀行向銀行有關連的人士（包括商號、合夥及非上市公司）或其任何董事、具有貸款權的僱員或控權人（上述有關連人士一律稱為「關連人士」）放款作出若干限制。本人/吾等同意，若本人/吾等或本人/吾等任何董事、控權人、合夥人、經理、代理人或擔保人於本申請日期是《銀行業條例》所界定的關連人士，本人/吾等立即書面通知銀行。本人/吾等進一步承諾，若於本申請日期後任何時候本人/吾等成為或知悉本人/吾等任何董事、控權人、合夥人、經理、代理人或擔保人成為關連人士，本人/吾等亦須立即書面通知銀行。

(7) If Application with Guarantor or Provider of Security

如申請涉及擔保或提供抵押的人士

I/We hereby consent to the Bank providing to any guarantor or provider of security in respect of any loan, overdraft or credit facilities extended to me/us and/or to the solicitor acting for such guarantor or provider of security the following:

本人/吾等同意，銀行可就提供本人/吾等的任何貸款、透支或信貸安排，向任何提供擔保或抵押的人士或其代表律師提供下列各項：

- (a) any financial information concerning me/us;
任何有關本人/吾等的財務資料；
- (b) a copy of the contract and copies of the contracts from time to time evidencing the obligations to be guaranteed or secured or a summary thereof;
不時簽訂的有關借款合同副本或摘要，以示所擔保的義務；
- (c) a copy of any formal demand for overdue payment which is sent to me/us after I/we have failed to settle an overdue amount following a customary reminder; and
若本人/吾等在接獲例行的催繳款項通知後仍未清還逾期未付款項，提供已發給本人/吾等的任何有關逾期未付款項的正式還款通知的副本；及
- (d) from time to time on request by the guarantor or provider of security, a copy of the latest statement of account provided to me/us.
在提供擔保或抵押的人士不時要求下，提供已向本人/吾等提供的最近期結單的副本。

(8) (a) I/We agree that all information provided by me/us in this application form, and such further personal data relating to a person which may be collected by the Bank from time to time before, during or after this application, may be used and disclosed for such purposes and to such persons (whether the recipient is located in Hong Kong or another country, or in a country that does not offer the same level of data protection as Hong Kong) in accordance with the Bank's policies on use and disclosure of personal data. Such policies are set out in statements, circulars, notices or terms and conditions made available by the Bank to its clients from time to time. The collected data may but not limited to be (i) used in connection with matching procedures (as defined in the Personal Data (Privacy) Ordinance); (ii) disclosed (by way of bank references or otherwise) to any financial institution with which I/we have or propose to have dealings to enable such financial institution to conduct credit checks on me/us; and (iii) supplied to a credit reference agency and in the event of my/our default, to a debt collection agency.

本人/吾等同意，所有由本人/吾等在此申請表提供之資料和銀行不時於本申請前、期間或之後搜集的個人資料，可根據銀行有關使用及披露個人資料的政策，用於其中所述及向其中所述人士（不論接受者在香港境內或其他國家，或在資料保護程度不及香港的國家）披露。銀行不時備有並提供該聲明、通函、通知或條款及條件。該等搜集所得的資料，可但不祇限於 (i) 供核對程序（定義見《個人資料（私隱）條例》）之用；(ii) 向和本人/吾等已有或打算有交易的任何財務機構（以銀行信用查詢或其他方式）透露，使該財務機構能對本人/吾等進行信貸調查；及 (iii) 提供給信貸資料服務機構和當逾期欠款時提供資料給收數公司。

- (b) Where the applicant is a company, I/we agree to circulate the said statements, circulars, terms and conditions or notices to the relevant managers/corporate officers (e.g. authorised signatories and company secretary), directors, major shareholders, beneficial owners and a guarantors of the company from whom the Bank may need to collect their personal data from time to time in the course of its provision of services to me/us.

如申請人為一公司，本人/吾等同意傳閱該聲明、通函、條款及條件或通知與有關經理/公司人員（如核准簽字和公司秘書）、董事、主要股東、受益人及該公司擔保人，銀行提供服務予本人/吾等時亦不時向他們搜集個人的資料。

(9) I/We understand that under and in accordance with the terms of the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, I/we have the right to request to be informed which items of data are routinely disclosed to credit reference agencies or debt collection agencies and be provided with further information to enable the making of an access or correction request to the relevant credit reference agency or debt collection agency.

本人/吾等明白根據《個人資料（私隱）條例》中的條款及根據條例發出的個人信貸資料實務守則，本人/吾等有權要求獲悉哪些資料是會向信貸資料服務機構或收數公司例行披露的，以及獲得提供進一步資料，藉以向有關信貸資料服務機構或收數公司提出查閱和修正資料要求。

(10) I/We acknowledge that I/we have obtained a copy of, read and understand the Bank's current "Notice to Clients and Other Individuals relating to the Personal Data (Privacy) Ordinance ("Ordinance") and the Code of Practice on Consumer Credit Data" prior to my/our submitting this application to the Bank.

本人/吾等確認本人/吾等在遞交此申請表前已拿取、閱讀及明白銀行現行之【關於《個人資料（私隱）條例》（「條例」）及《個人信貸資料實務守則》致客戶及其他個別人士的通知】。

(11) I/We agree to circulate the "Notice to Clients and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Data" of the Bank to the relevant managers/ corporate officers (e.g. authorized signatories and company secretary), directors, major shareholders, beneficial owners and guarantors of the company from whom the Bank may need to collect their personal data from time to time in the course of its provision of services to me/us.

本人/吾等進一步同意向銀行在向本人/吾等提供服務的過程中可能不時需要蒐集其個人資料的有關經理/公司主任（例如獲授權簽署人及公司秘書）、董事、大股東、實益擁有人及保證人傳閱【關於《個人資料（私隱）條例》及《個人信貸資料實務守則》致客戶及其他個別人士的通知】。

If Applicant is Sole Proprietorship / Partnership 如申請者為獨資經營 / 合夥公司

By signing below, I/We submit this application and declare as set out above:

本人/吾等以下簽署即提交此申請表及申報以上所提供的資料：

For and on behalf of the borrower

代表借款公司簽署

For and on behalf of the borrower

代表借款公司簽署

Signature & Company Stamp#:

簽名及公司蓋印

Signature & Company Stamp#:

簽名及公司蓋印

Name:

姓名

Name:

姓名

HKID Card / Passport No.:

香港身份證 / 護照號碼

HKID Card / Passport No.:

香港身份證 / 護照號碼

If Applicant is Limited Company 如申請者為有限公司

By signing below, I/We submit this application and declare as set out above:

本人/吾等以下簽署即提交此申請表及申報以上所提供的資料：

For and on behalf of the borrower

代表借款公司簽署

For and on behalf of the borrower

代表借款公司簽署

Signature & Company Stamp#:

簽名及公司蓋印

Signature & Company Stamp#:

簽名及公司蓋印

Name:

姓名

Name:

姓名

HKID Card / Passport No.:

香港身份證 / 護照號碼

HKID Card / Passport No.:

香港身份證 / 護照號碼

Note 備註:

For sole proprietorship or entity other than limited company, the signatory shall be signing both as the subject applicant's authorised signatory for the purpose of this application, and in his/her personal capacity for indicating his/her preference for direct marketing that may be provided to the subject applicant.

對於獨資經營或非有限公司之機構，這簽署應作為此申請表格之授權簽署人，及其個人身分指出其有關可能向本表格內的申請人作出直接促銷的意願。

G. Guarantor's Declaration 擔保人聲明

I/We declare that all the information given by me/us is true and I/we have not withheld any material fact. If any of the information given herein is or becomes inaccurate or misleading or changes in any way, whether before this application is approved or whilst the facility is outstanding, I/we shall promptly notify the Bank of such changes. I/We authorise the Bank to obtain any information it may require from any person or relevant source, in order to process this application.

本人/吾等證明申請表內所提供的資料全部確實無訛，如所提供資料日後有任何不確 / 錯誤 / 更改，本人/吾等將迅速通知銀行。本人/吾等並授權銀行向有關方面諮詢各項詳情。

(For individuals) I/We acknowledge that I/we have obtained a copy of the Bank's current Notice to Clients and Other Individuals relating to the Personal Data (Privacy) Ordinance ("Ordinance") and the Code of Practice on Consumer Credit Data and I / we have read, understood and agreed to the same prior to my/our submission of this application to the Bank.

(適用於個人) 本人/吾等確認本人/吾等在遞交此申請表已拿取銀行現行之【關於《個人資料(私隱)條例》(「條例」)及《個人信貸資料實務守則》致客戶及其他個別人士的通知】。本人/吾等在遞交此申請表前已閱讀及明白有關之條例和守則。

I/We understand and agree that for the purpose of reviewing my/our existing credit facilities, the Bank may access my/our data held with a credit reference agency in accordance with the provisions of the Code of Practice on Consumer Credit Data.

本人/吾等明白及同意本行有權在檢討本人/吾等現有借貸的情況下，根據《個人信貸資料實務守則》之條款向信貸資料服務機構提取有關本人/吾等的資料。

Guarantor Signature:

擔保人簽名

Guarantor Signature:

擔保人簽名

Name:

姓名

Name:

姓名

HKID Card / Passport No.:

香港身份證 / 護照號碼

HKID Card / Passport No.:

香港身份證 / 護照號碼

Guarantor Signature:

擔保人簽名

Guarantor Signature:

擔保人簽名

Name:

姓名

Name:

姓名

HKID Card / Passport No.:

香港身份證 / 護照號碼

HKID Card / Passport No.:

香港身份證 / 護照號碼

Remarks: Should there be any inconsistency or conflict between English and Chinese versions, the English version shall prevail.

註：本表格之中文譯本如與英文有異，概以英文版為準。

This is the last page of the application form. 此為申請表之最後一頁。