

CHANGE OF CONTRACTING PARTY (NOVATION) REQUEST FORM

更改締約方 (約務更替) 申請表

Sections A-F of this Request Form are to be completed and submitted by the Current Customer and New Customer to Canon Hongkong Company Limited ("Canon") by fax or email for approval.

現客戶及新客戶請填妥本申請表A-F部份，並傳真或電郵至佳能香港有限公司("佳能")予以審批。

Fax No. 傳真號碼：(852) 2369-3884

Email Address 電郵地址：contract-mgmt@chk.canon.com.hk

Upon completing and submitting this Request Form to Canon, the Current Customer and New Customer shall be deemed to have read, understood and agreed to the attached terms and conditions for this Request Form ("Terms & Conditions").

當填寫並提交本申請表予佳能，即表示現客戶及新客戶已閱讀、明白及同意隨附的本申請表之條款及細則(「條款及細則」)。

Section A

A部份

Agreement Type
協議種類

Sales and Support Services Agreement
銷售及支援服務協議

Managed Document Services Agreement
文件管理服務協議

Others, please specify
其他，請註明 _____

Agreement No.
協議編號 _____

Agreement Date
協議日期 _____

Section B

B部份

Original Contracting Party ("Current Customer")
原締約方 (「現客戶」) _____

Contact Person
聯絡人 _____

Tel No.
電話 _____

Email Address
電郵 _____

Fax No.
傳真 _____

Section C

C部份

Proposed New Contracting Party ("New Customer")
擬定新締約方 (「新客戶」) _____

Proposed New Machine Location (if applicable)
擬定更改安裝地址 (如適用) _____

Billing Address
郵寄地址 _____

Contact Person
聯絡人 _____

Tel No.
電話 _____

Email Address
電郵 _____

Fax No.
傳真 _____

Please attach a copy of the New Customer's latest Business Registration Certificate for our processing. Canon may request any additional documents and/or information pursuant to **Clause 5 of the Terms and Conditions**.
請提交新客戶最新的商業登記證，以便佳能作出跟進。佳能有權根據條款及細則的**第5條**要求任何其他文件及/或資料。

Section D

D部份

Proposed Effective Date
擬定更改締約方生效日期 _____

Section E

E部份

Equipment Model No. # 設備型號	(1) _____	Serial No. # 出廠編號	(1) _____
	(2) _____		(2) _____
	(3) _____		(3) _____

For customer with more than three (3) Canon products, please provide all model(s) and serial no.(s) on a separate sheet.

如客戶擁有超過三件或以上佳能產品，請另加紙寫上其他產品的型號和出廠編號。

Section F

F部份

Please make payment by cheque of HK\$800 payable to "Canon Hongkong Company Limited" as administrative charge for handling matters in relation to this Request Form. The administrative charge is non-refundable under all circumstances.

請以支票支付港幣800元予"佳能香港有限公司"，作為處理與本申請表格相關事宜的行政費用，行政費用在任何情況下均不予退還。

This Request Form is jointly submitted by:

本申請表格由以下各方共同提交：

Authorized Signatory

(Current Customer)

授權簽署 (現客戶)

Name
姓名 _____

Position
職位 _____

Date
日期 _____

Authorized Signatory

(New Customer)

授權簽署 (新客戶)

Name
姓名 _____

Position
職位 _____

Date
日期 _____

Remarks 備註:

Canon will inform you of your application results after our consideration.

本公司會於審視你們的申請後將結果通知你們。

To be Completed by Canon

由佳能填寫

The Application is Approved
本申請 獲批核

with the following Effective Date:
更改締約方生效日期為： _____

subject to additional conditions on New Customer:
新客戶另須遵守額外條件：

Refer to attachment
見附件

Not applicable
不適用

Rejected
 不獲批核

Authorized Signatory for and on behalf of Canon Hongkong Company Limited

佳能香港有限公司授權代表簽署

Name
姓名 _____

Position
職位 _____

Date
日期 _____

佳能香港有限公司（「佳能」）
更改締約方（約務更替）申請表
條款及細則

- 申請表中所示的現客戶和新客戶（統稱為「申請人」）應共同向佳能提交申請表和任何證明文件。
- 當填寫並提交申請表予佳能（「本申請」），現客戶和新客戶即被視為已閱讀、理解並同意此條款及細則。
- 申請人須保證其各自的授權簽字人已獲得正式授權提出本申請，並承諾其提交的所有內容和證明文件均準確完備。佳能保留權利向申請人及/或任何其他來源驗證任何此等資料。
- 申請人須向佳能支付港幣 800 元作為處理本申請相關事宜的行政費用，否則佳能將不處理本申請。行政費用在任何情況下均不予退還。
- 申請人應遵照佳能的要求，為本申請提供任何其他文件或資料及/或執行其他額外程序，否則本申請可能會被佳能拒絕。為免生疑問，佳能要求申請人提供其他文件或資料不應被視為對本申請的結果作任何指示。如果現有協議受其業務合作夥伴的任何轉讓或分包所約束，佳能有權將從申請人處獲得的任何文件及/或資料轉移予此等業務合作夥伴，並在審查和批核本申請時諮詢他們。
- 作為本申請流程的一部分，新客戶將需要與佳能簽訂新的協議範本（「新協議」）。此時，新協議僅由新客戶作部分簽署，尚未生效，具體取決於佳能對本申請的批核結果，並有待佳能代表的簽署和標示有效日期，如下所述。
- 佳能保留接受或拒絕本申請的唯一酌情權，而無需給予任何理由。佳能將在考慮後通知申請人本申請的結果。
- 如果佳能批准此申請：
 - 佳能會將本申請寄予申請人，表明本申請已獲得佳能批准。佳能在對申請人的答覆中說明佳能批准的變更生效日期，亦即新協議生效的日期及開始日（「生效日期」）。
 - 佳能、現客戶和新客戶應被視為已簽訂具有以下條款的約務更替協議，自生效日期起生效：
 - 自生效日期起，現客戶應完全免除並解除佳能於本申請表 A 部分中所述的現有協議（「現有協議」）下的所有義務，並且不再享有任何其他權利，無論是在生效日期之前、當天還是之後所產生的。
 - 新客戶將取代現有客戶成為現有協議的締約一方，就如於現有協議一開始時已被指定為其中一方（此為附加於新客戶在新協議條款及細則下的義務），並接受現有客戶在現有協議下的所有權利並承擔其所有義務，無論是在生效日期之前、當天還是之後所產生的。
 - 現客戶將不再是現有協議的締約一方。
 - 現客戶應將其於現有協議下的所有權利和義務轉讓給新客戶，無論是在生效日期之前、當天還是之後所產生的。
 - 現客戶應全額結算生效日期之前已開具或將要開具計算至生效日期為止的所有發票。自生效日期起生效，現客戶的任何未履行義務應由新客戶承擔。
 - 新客戶追認現客戶之前就現有協議採取的所有行動，其效力和效果就如該行動由新客戶採取。
 - 佳能（及/或其業務合作夥伴，如適用）保留對新客戶施加其他條件的權利。如新客戶在指定日期未能滿足該等條件，佳能保留拒絕本申請的權利。
 - 佳能的代表將在新協議上簽署並標示生效日期。新客戶應被視為已確認自生效日期起將履行並受新協議的條款約束。
- 如果本申請被佳能拒絕：
 - 佳能會將本申請表退還予申請人，表明本申請已被佳能拒絕。
 - 現客戶應繼續履行現有協議。
 - 部分簽署的新協議將被視為取消，不具有任何效力。
- 申請人特此授權佳能使用為本申請提供的任何文件及/或資料以審查和批核本申請、更新客戶帳戶資訊以及其他與履行現有協議及/或任何新協議的條款直接相關的目的。
- 當提交本申請，申請人承認並同意佳能收集、使用、儲存、轉移及/或處理任何提供予佳能的個人資料，以用於與本申請相關之目的、跟進申請人就本申請相關的請求及/或合同管理目的。涉及的個人資料僅限於現客戶和新客戶代表的姓名、職位、聯絡電話號碼、傳真號碼、電郵地址、公司地址及/或任何其他僅用於與本申請相關之目的而合理的個人資料。向佳能提供任何個人資料的一方應被視為已獲得其各自個人代表的所有相關和必要的同意。
- 任何提供予佳能的個人資料可能會被處理、查閱、儲存及/或轉移到於香港以外地方及/或佳能的關聯公司或第三方服務供應商或業務合作夥伴（如適用）。
- 申請人同意佳能收集、使用、儲存、轉移及/或處理任何個人資料屬自願及獨立性質。如果申請人未能提供足夠的資料，本申請可能無法處理。佳能將根據《個人資料（私隱）條例》（第 486 章）及佳能不時更新的私隱政策處理參加者的個人資料，詳情請參閱佳能的私隱政策（<https://hk.canon/en/consumer/web/privacy-policy>）。
- 本條款及細則的原文為英文，中文譯本只供參考。如中、英文版本出現歧義或不符，概以英文版本為準。
- 如有任何爭議，佳能保留最終決定權。
- 本協議受香港的法律管轄及釋義。由本條款及細則所引起或與之相關的任何糾紛，申請人均不可撤銷地服從香港法庭的專有司法管轄權。

**Canon Hongkong Company Limited (“Canon”)
Change of Contracting Party (Novation) Request Form
Terms and Conditions**

1. The Current Customer and the New Customer as defined in the Request Form (collectively the “**Applicants**”) shall jointly submit the Request Form and any supporting document(s) to Canon.
2. Upon completing and submitting the Request Form to Canon (this “**Application**”), the Current Customer and the New Customer shall be deemed to have read, understood and agreed to these Terms and Conditions.
3. The Applicants shall warrant that their respective authorized signatory is duly authorized to make this Application and shall undertake all the contents and supporting document(s) submitted by them are accurate and complete. Canon reserves the right to verify any such information from the Applicants and/or any other source(s).
4. The Applicants shall make payment of HK\$800 to Canon as administrative charge for handling matters in relation to this Application, failing which this Application will not be processed by Canon. The administrative charge is non-refundable under all circumstances.
5. The Applicants shall comply with Canon’s request to provide any additional document(s) or information and/or to perform additional procedure(s) for this Application, failing which this Application may be rejected by Canon. For the avoidance of doubt, Canon’s request for the Applicants to provide additional document(s) or information shall not be taken as an indication of any result of this Application. If the Existing Agreement is subject to assignment or subcontracting from its business partners, Canon shall be entitled to pass any document(s) and/or information obtained from the Applicants to such business partners and consult them in reviewing and approving this Application.
6. As part of the Application process, the New Customer will be required to execute a new agreement template with Canon (the “**New Agreement**”). At this point, the New Agreement is only partially signed by the New Customer and is not yet effective, subject to the approval result of the Application by Canon and pending the execution of Canon’s representative and marking of the Effective Date as illustrated below.
7. Canon reserves the sole discretion to accept or reject this Application without assigning any reason thereof. Canon will inform the Applicants the result of this Application after its consideration.
8. If this Application is approved by Canon:
 - (a) Canon shall return this Request Form to the Applicants indicating this Application is approved by Canon. Canon shall also state in its reply to the Applicants the effective date of novation approved by Canon, which is also the date for the New Agreement to take effect, i.e. the Commencement Date of the New Agreement (the “**Effective Date**”).
 - (b) Canon, Current Customer and New Customer shall be deemed to have entered into a novation agreement with the following terms, with effect from the Effective Date:
 - (i) Current Customer shall fully release and discharge Canon from all its obligations and have no further rights under the existing agreement stated in Section A of the Request Form (the “**Existing Agreement**”) from the Effective Date, whether arising prior to, on or after the Effective Date.
 - (ii) New Customer shall become a party to the Existing Agreement as if it was named in the Existing Agreement as a party thereto from the beginning in place of Current Customer (in addition to New Customer’s obligations under the terms and conditions of the New Agreement) and take up all the rights of and to assume all the obligations of Current Customer under the Existing Agreement, whether prior to, on or after the Effective Date.
 - (iii) Current Customer shall cease to be a party to the Existing Agreement.
 - (iv) Current Customer shall assign to New Customer all its rights and obligations under the Existing Agreement, howsoever arising and whether arising prior to, on or after the Effective Date.
 - (v) Current Customer shall fully settle all invoices issued or to be issued prior to the Effective Date for the period up to the Effective Date. Any outstanding obligations of Current Customer shall be taken up by New Customer with effect from the Effective Date.
 - (vi) New Customer ratifies all previous actions taken by Current Customer with respect to the Existing agreement, with the same force and effect as if the action had been taken by New Customer.
 - (c) Canon (and/or its business partner, if applicable) reserves the right to impose additional conditions to be observed by the New Customer. If such conditions are not fulfilled by the New Customer at the specified date, Canon reserves the right to reject this Application.
 - (d) Canon’s representative will execute and mark the Effective Date on the New Agreement. The New Customer shall be taken to have confirmed its acceptance to perform and be bound by the terms of the New Agreement from the Effective Date.
9. If this Application is rejected by Canon:
 - (a) Canon shall return this Request Form to the Applicants indicating this Application is rejected by Canon.
 - (b) The Current Customer shall continue to perform pursuant to the Existing Agreement.
 - (c) The partially-signed New Agreement will be deemed cancelled and of no force and effect.
10. The Applicants hereby authorize Canon to use any documents and/or information provided for this Application for the purposes of reviewing and approving this Application, updating customer account details and other directly related purposes for the performance of the terms and conditions of the Existing Agreement and/or any New Agreement.
11. Upon submitting this Application, the Applicants acknowledge and agree to the collection, use, storage, transfer and/or processing of any personal data provided to Canon for the purpose of this Application, for following up with their requests related to this Application and/or for contract administration purposes. Any personal data involved is limited to the name, position, contact number, fax number, email address, business address of the representative of the Current Customer and the New Customer and/or any other reasonable personal data for the sole purpose of this Application. The party providing any personal data to Canon should be deemed to have obtained all relevant and necessary consent from their respective individual representative(s).
12. Any personal data provided to Canon may be processed, accessed, stored and/or transferred outside Hong Kong and/or to Canon’s affiliates or third-party service providers or business partner, if applicable.
13. Applicants’ agreement to Canon’s collection, use, storage, transfer and/or processing of any personal data is voluntary and independent. If Applicants do not provide sufficient information, this Application may not be able to be processed. Canon will process any personal data provided by the Applicants in accordance with the Personal Data (Privacy) Ordinance (Cap. 486) and with Canon’s Privacy Policy as may be amended from time to time. For details, please refer to Canon’s Privacy Policy (<https://hk.canon/en/consumer/web/privacy-policy>).
14. These Terms and Conditions are prepared in English and the Chinese translation is provided for reference only. In case of any inconsistency or ambiguity, the English version shall prevail.
15. In case of any disputes, Canon reserves the right of final decision.
16. These Terms and Conditions shall be governed and interpreted by the laws of Hong Kong. Applicants hereby irrevocably submit to the exclusive jurisdiction of the Hong Kong Courts in connection with any disputes arising from or in connection with these Terms and Conditions.