BANK SINOPAC (the "Bank") Circular to Customers and Other Individuals relating to the Privacy Policy

1. The purpose of this privacy policy circular (the "Privacy Policy Circular") is to set out the policies and practices of the Bank's commitment to protecting personal data privacy in accordance with the provisions of the Personal Data (Privacy) Ordinance (the "**Ordinance**") of the Hong Kong Special Administrative Region and any other laws applicable to the Bank (including any law within or outside the Hong Kong Special Administrative Region) (the "**Other Applicable Laws**").

2. From time to time, it is necessary for customers and various other individuals (including but not limited to applicants for banking/financial services and facilities, sureties and persons providing security or guarantee for banking facilities, shareholders, directors, officers and managers of corporate customers, and other contractual counterparties) (the "**data subjects**", and for each of them the "data subject") to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking, financial and other services.

3. Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking, financial and other services.

4. It is also the case that data are collected from the data subjects in the ordinary course of the continuation of the relationships, for example, when the data subjects write cheques, deposit money, give instructions or gain access to or otherwise use the Bank's services.

5. The purposes for which data relating to the data subjects may be used are as follows:-
   5.1 the processing of applications for banking, financial or other services/facilities;
   5.2 the daily provision of, or gaining of access to, banking, financial or other services/facilities provided to the data subjects including but not limited to the provision of automatic teller machine ("**ATM**") services, credit card, charges card facilities and services provided via the internet (if applicable);
   5.3 conducting credit and other status checks at the time of application for credit/account-opening, and at the time of regular or special review which normally will take place one or more times each year;
   5.4 assisting other financial institutions to conduct credit checks and collect debts;
   5.5 ensuring ongoing credit worthiness of the data subjects;
   5.6 researching, designing, launching, promoting and marketing banking, financial, investment and insurance services or related products for the data subjects' use (including but not limited to, within the extent permitted by applicable laws and regulations, exchange of non-financial information with group companies of the Bank, please see further details in Clause 10 below);
   5.7 determining the amount of indebtedness owed to or by the data subjects;
   5.8 the enforcement of the data subjects' obligations, including but not limited to collection of amounts outstanding from the data subjects and those providing security for the data subjects' obligations;
   5.9 complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any of its branches or that it is expected to comply according to;
      (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future **<u>(e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information)</u>**;
      (2) any guidelines or guidance given or issued by any legal, regulatory, governmental tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future **<u>(e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information)</u>**;
      (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry

bodies or associations of financial services providers that is assumed by or imposed on the Bank or any of its branches by reasons of its financial, commercial, business or other interests or activities in or related to the jurisdiction or the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;

5.10 complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Bank and/or any other use of data and information in accordance with any group-wide programme for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;

5.11 enabling an actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the data subjects or purchaser of all or any part of the Bank's business or its shares to evaluate the transaction intended to be the subject of the assignment, participation, sub-participation or purchase;

5.12 purposes within the ordinary course of banking business, including but not limited to provision of administrative and data processing services to the Bank;

5.13 purposes specifically provided for in any particular service or facility offered by the Bank;

5.14 establishing and maintaining the credit scoring model of the Bank;

5.15 update, compare and/or verify any and all personal information of the data subjects that may be held by any affiliated company, affiliated group company or agent of the Bank; and

5.16 purposes relating to any of the above and the Bank may carry out "matching procedures" (as such expression is defined in the Ordinance) or data comparison in respect of all or any of such purposes.

6. Data held by the Bank relating to the data subjects will be kept confidential but the Bank (if requested by the Other Applicable Laws, subject to the data subject's separate consent) may provide such information for any of the purposes set out in Paragraph 5 above, the purposes otherwise specifically provided or disclosed (as defined in the Ordinance and/or the Other Applicable Laws) for or the purposes considered by the Bank appropriate and necessary to:-

6.1 any person to whom the Bank or any of its branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank or any of its branches, or any disclosure under and for the purpose of any guideline or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities or industry bodies or associations of financial service providers with the Bank or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any of its branches with local or foreign legal, regulatory, governmental, tax, law enforcement services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;

6.2 any person with the express or implied consent of the data subject;

6.3 any person where the interests of the Bank require disclosure;

6.4 any person where the public interest requires disclosure;

6.5 any agent, contractor or third party service provider who provides administrative, data processing, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business, whether in or outside Hong Kong for the purposes of such services;

6.6 the holding company of the Bank or any subsidiary, associated company or affiliate of the group of companies of which the Bank is a member any where in the world for various purposes set out in Paragraph 4 and for the purpose of providing administrative and data processing services to the Bank in particular;

6.7 group members of the Bank, including but not limited to the Head Office, any other branch, subsidiaries and affiliates of the Head Office of the Bank;

6.8 any person who is engaged to provide services in the normal course of banking business, including but not limited to third party financial institutions, insurers, securities and investment services providers;

6.9 any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information confidential;

6.10 any nominee, trustee, co-trustee, centralized securities depositary, registrar, custodian, brokers or dealers or other persons who are involved in, and for the purposes of, the provision of banking services or products to the data subject;

6.11 auditors or legal advisors of the Bank;

6.12 credit reference agencies and, if a data subject is ever in default of payment to the Bank or otherwise, debt collection agencies;

6.13 any financial institution with which the data subject has or proposes to have dealings;
6.14 the operator and its associated networks of any ATM used by the data subjects any where in the world for obtaining banking services;
6.15 any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank’s rights in respect of the data subjects including, without limitation, The Hong Kong Mortgage Corporation ("**HKMC**") or such other person as may be required or necessary pursuant to contractual arrangements with HKMC in respect of the sale of mortgages or other security by the Bank or any purchaser of all or any part of the Bank’s business or its shares;
6.16 banks of drawers of cheques made payable to the data subjects, for the purpose of confirming to such drawers payment to the data subjects under such cheques;
6.17 charitable or non-profitable organizations; and
6.18 any person who requests the Bank to provide references in respect of the data subjects upon producing proof of the data subjects’ prescribed consent.

The Bank may from time to time transfer the data relating to the data subjects to a place outside the Hong Kong Special Administrative Region for the purposes set out in paragraph 5 above. Insofar as required by the Other Applicable Laws, the Bank will obtain the data subject’s separate consent in relation to such cross-border transfers.

7. To the extent required by the Other Applicable Laws, the Bank will, prior to sharing the data subject’s personal data with third parties, notify the data subjects of the name and contact details of the recipients, the purposes and means of processing and provision of the data subject’s personal data, and the types of personal data to be provided and shared, and obtain the data subject’s separate consent to the sharing of the data subject’s personal data. The foregoing data recipients will use the personal data to the extent necessary for the specific purposes set out in the Privacy Policy Circular and store the personal data for the minimum length of time required to fulfil the purposes, or insofar as required by the Other Applicable Laws, in accordance therewith.

8. Data in connection with mortgages applied by a customer (whether as a borrower, mortgagor or guarantor and whether in the customer’s sole name or in joint names with others) on or after 1 April 2011, the following data relating to the customer (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to a credit reference agency:
(1) full name;
(2) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the customer’s sole name or in joint names with others);
(3) Hong Kong Identity Card Number or travel document number;
(4) date of birth;
(5) correspondence address;
(6) mortgage account number in respect of each mortgage;
(7) type of the facility in respect of each mortgage;
(8) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
(9) if any, mortgage account closed date in respect of each mortgage.

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

9. Some of the data collected by the Bank may constitute sensitive personal data under the Other Applicable Laws. In this case, the Bank will only process sensitive personal data if strict protection measures are put in place and there is sufficient necessity to justify the processing. Insofar as required by the Other Applicable Laws, such sensitive personal data will be processed with the data subject’s separate consent.

10. USE OF DATA IN DIRECT MARKETING

The Bank intends to use a customer's data in direct marketing and the Bank requires the customer's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:
10.1 the name, contact details, products and other services portfolio information, transaction pattern and behaviour, financial background and demographic data of a customer held by the Bank from time

to time may be used by the Bank in direct marketing;

10.2 the following classes of services, products and subjects may be marketed:

(1) financial, insurance, credit card, banking and related services and products;
(2) reward, loyalty or privileges programmes and related services and products;
(3) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
(4) donations and contributions for charitable and/or non-profit making purposes;

10.3 the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:

(1) the Bank's group companies;
(2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
(3) third party reward, loyalty, co-branding or privileges programme providers;
(4) co-branding partners of the Bank and the Bank's group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
(5) charitable or non-profit making organisations;

10.4 in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph 7.1 above to all or any of the persons described in paragraph 7.3 above for use by them in marketing those services, products and subjects, and the Bank requires the customer's written consent (which includes an indication of no objection) for that purpose;

10.5 The Bank may receive money or other property in return for providing the data to the other persons in paragraph 7.4 above and, when requesting the customer's consent or no objection as described in paragraph 7.4 above, the Bank will inform the customer if it will receive any money or other property in return for providing the data to the other persons.

If a customer does not wish the Bank to use or provide to other persons his data for use in direct marketing as described above, the customer may rely on Clause 15 below to exercise his opt-out right by notifying the Data Protection Officer of the Bank, free of charge.

11. Under and in accordance with the terms of the Ordinance and/or the Other Applicable Laws and/or the Code of Practice on Consumer Credit Data, any customer has the right:-

11.1 to check whether the Bank holds data about him/her and of access to such data;

11.2 to request the Bank to correct any data relating to him/her which is inaccurate;

11.3 to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;

11.4 in relation to consumer credit, to request to be informed on request to inform him/her which items of data are routinely disclosed to credit reference agencies and debt collection agencies and may request the Bank be to provided him/her with further information to enable him/her to making of an access request and/or correction request to the relevant credit reference agency or debt collection agency about his/her data;

11.5 in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any))s/her objection to the Bank in writing; and

11.6 in accordance with the Other Applicable Laws,

(1) to request the Bank to delete his/her personal data;
(2) to object to certain uses of his/her personal data;
(3) to request an explanation of the rules governing the processing of his/her personal data;
(4) to ask that the Bank transfer personal data that he/she has provided to the Bank to a third party of his/her choice under circumstances as provided under the Other Applicable Laws;
(5) to withdraw any consent for the collection, processing or transfer of his/her personal data

(the data subjects should note that withdrawal of their consent may preclude the Bank from the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking, financial and other services); and

(6) to have decisions arising from automated decision making processes explained and to refuse to such decisions being made solely by automated decision making.

12. In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in Clause 11.5 above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.

13. In the event any amount in an account is written-off due to a bankruptcy order being made against a customer, the account repayment data (as defined in Clause 11.5 above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the customer with evidence to the credit reference agency, whichever is earlier.

14. In accordance with the terms of the Ordinance and/or the Other Applicable Laws, the Bank has the right to charge a reasonable fee for the processing of any data access request.

15. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed as follows IN WRITING to:-

The Data Protection Officer

Bank SinoPac, Hong Kong Branch

26th Floor, Central Tower, 28 Queen’s Road Central

Central, Hong Kong

Telephone: +852 2801 2801

Fax: +852 2801 2811

16. The Bank may have obtained a credit report on the customer form a credit reference agency in consideration any application for credit. In the event the customer wished to access the credit report, the Bank will advise the contact details of the relevant reference agency.

17. For personal data that the Bank needs to collect, process, and use for the purposes of FATCA, if the data subjects does not agree to provide or provides insufficient data, the Bank may classify the data subject's account as a FATCA non-cooperative account in accordance with FATCA regulations, and may deduct 30% of US tax from the funds deposited into such data subject's account. The Bank may also terminate all contracts, accounts, business relationships, and related services (whether within or outside the Hong Kong Special Administrative Region) of the data subject's account in advance.

18. Nothing in the Privacy Policy Circular shall limit the rights of customers under the Ordinance and the Other Applicable Laws.

19. If there is any conflict between the English and Chinese versions of this Circular, the English version shall prevail for all purposes.

Bank SinoPac Hong Kong Branch is a licensed bank which is authorized to operate banking businesses under the Banking Ordinance issued by the HKMA, and a registered institution (CE No: ABR747) which is registered for Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities under the Securities and Futures Ordinance.

The Privacy Policy Circular supersedes and replaces the Bank’s earlier-issued “BANK SINOPAC (the “Bank” Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the “Ordinance”))”.