

CHINA ZHESHANG BANK CO., LTD. (HONG KONG BRANCH)

Data Policy Notice (the "Notice")

This Notice sets out the data policies of CHINA ZHESHANG BANK CO., LTD. (HONG KONG BRANCH) (the "Bank", which expression shall include its successors and assigns) in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). This Notice forms part of the standard terms and conditions for banking facilities, account terms and conditions and/or other agreements or arrangements that a data subject enters into with the Bank. If any inconsistency is found, the provisions of this Notice shall prevail.

For the purposes of this Notice, "Zhesang Group" means the Bank and its branches, holding company, representative offices, subsidiaries and affiliates (including branches or offices of such subsidiary or affiliate).

References to "data subjects" in this Notice means the customers of the Bank and various other persons, including without limitation, applicants for banking/financial services and facilities, security providers, sureties, guarantors, shareholders, directors, corporate officers and managers, sole proprietors, partners, suppliers, contractors, service providers and other contractual counterparties supplying data (including personal data as defined in the Personal Data (Privacy) Ordinance (the "Ordinance")) to the Bank.

- (a) From time to time, it is necessary for data subjects to supply the Bank with data in connection with various matters such as opening or continuation of accounts, establishment or continuation of banking facilities, provision of banking services and other financial services, provision of supplies or services to the Bank and/or data subjects or compliance with any laws, regulations, guidelines or requests issued by Authorities.
- (b) 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 services or accept or continue with the provision of supplies or services.
- (c) It is also the case that data are collected from data subjects in the ordinary course of the continuation of the relationships with them (e.g. when data subjects write cheques, deposit money, apply for facilities or services or give instructions).
- (d) The purposes for which data relating to a data subject may be used will vary depending on the nature of the data subject's relationship with the Bank. Broadly, they may comprise any or all of the following purposes:
 - (i) processing of applications for banking/financial services and facilities;
 - (ii) operation of services and credit facilities provided by or to the Bank or to data subjects;
 - (iii) provision of reference (status enquiries);
 - (iv) conducting credit and other status checks;
 - (v) assisting other financial institutions to conduct credit checks and collect debts;
 - (vi) ensuring ongoing credit-worthiness of data subjects;
 - (vii) researching and/or designing financial services or related products for data subjects' use;
 - (viii) marketing services, products and other subjects (see further details in paragraph (h) below);
 - (ix) operating internal controls including determining the amount of indebtedness owed to or by data subjects;
 - (x) performing treasury functions;

- (xi) provision of investment management services, dealing and advisory services, custody services and other services under the terms and conditions of the accounts a data subject holds with the Bank;
 - (xii) enforcement of data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security for data subjects' obligations;
 - (xiii) for operational purposes, credit assessment, credit scoring models or statistical analysis, whether on the data subjects or otherwise;
 - (xiv) meeting obligations, requirements or arrangements, whether compulsory or voluntary, of any member of Zhesang Group to comply with, or in connection with:
 - (1) any law regulation, judgment, court order, voluntary code, sanctions regime, within or outside Hong Kong existing currently and in the future;
 - (2) any guidelines, guidance or requests given or issued by any legal, judicial, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future (the "Authorities") and any international guidance, internal policies or procedures;
 - (3) any present or future contractual or other commitment with local and foreign Authorities that is assumed by or imposed on or applicable to any member of Zhesang Group; by reason of its financial, commercial, business or other interest or activities in or related to the jurisdiction of the relevant local or foreign Authorities.
 - (xv) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information with Zhesang Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (xvi) creating and maintaining the Bank's credit scoring models;
 - (xvii) enabling an actual or proposed assignee of the Bank or participant or sub-participant of the Bank's rights in respect of the data subject, to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (xviii) purposes specifically provided for in any particular service or facility offered by the Bank. Such procedures include matching procedures (as defined in the Ordinance, but broadly includes comparison of two or more sets of the data subject's data, for purposes of taking actions adverse to the interests of the data subject, such as declining an application);
 - (xix) meeting any obligations of the Bank or any member of the Zhesang Group to comply with any demand or request from the Authorities, such as exchange of information, withholding or deduction; and
 - (xx) all other incidental and associated purposes relating to any of the above, including seeking professional advices.
- The Bank keeps data only for as long as is reasonably required for the above purposes or as required by applicable laws. This includes keeping, for as long as reasonably required, such data as required for handling enquiries relating to any of the above purposes.
- (e) Data held by the Bank relating to a data subject will be kept confidential but the Bank may provide such information to the following parties (whether within or outside Hong Kong) for any of the purposes set out in paragraph (d):
 - (i) any member of Zhesang Group, agent, contractor, sub-contractor, service provider or associate of Zhesang Group (including their employees, directors, officers, agents, contractors, service providers, and professional advisers);

- (ii) any third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business (including their employees, directors and officers);
 - (iii) any Authorities;
 - (iv) any other person which has undertaken expressly or impliedly to any member of Zhesang Group to keep such information confidential;
 - (v) any authorised institution (as such term is defined in the Banking Ordinance) or other authorised or regulated entity of similar nature in another jurisdiction with which the data subject has or proposes to have dealings;
 - (vi) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (vii) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (viii) any person to whom any member of Zhesang Group is under an obligation or required or expected to make disclosure under the requirements of any law binding on or applying to any member of Zhesang Group or any disclosure under and for the purposes set out in, or in connection with, paragraph (d)(xiv) and (d)(xv);
 - (ix) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the data subject; and
 - (x)
 - (1) any member of Zhesang Group;
 - (2) third party financial institutions, insurers, card companies, securities and investment services providers;
 - (3) third party reward, loyalty and privilege programme providers;
 - (4) co-branding partners of any member of Zhesang Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
 - (5) charitable and non-profit making organisations; and
 - (6) external service providers (including but not limited to professional advisers, mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies, information technology companies and market research firms),
- that the Bank engages for the purposes set out in paragraph (d)(viii).

- (f) For the purpose of (d)(v) above, the Bank may from time to time access and obtain consumer credit data of the data subject from a credit reference agency for reviewing any of the following matters in relation to the credit facilities granted:
 - (i) an increase in the credit amount;
 - (ii) the curtailing of credit (including the termination of credit or a decrease in the facility amount); or
 - (iii) the putting in place or the implementation of a scheme of arrangement with the data subject.

When the Bank accesses consumer credit data about a data subject held with a credit reference agency, it must comply with the Code of Practice on Consumer Credit Data approved and issued under the Ordinance (the "Code") and other relevant regulatory requirements.

- (g) Of all the data which may be collected or held by the Bank from time to time in connection with mortgages, the mortgage account general data relating to data subjects (including any updated data thereof) may be provided by the Bank to the credit reference agency.

Such mortgage account general data means the following data of the data subject: full name, capacity in respect of each mortgage (as borrower, mortgagor or guarantor), Hong Kong Identity Card or travel document number, date of birth or date of incorporation, address, mortgage account number in respect of each mortgage, type of facility in respect of each mortgage, mortgage account status in respect of each mortgage (e.g. active, closed, write-off) and mortgage account closed date in respect of each mortgage, if any.

The credit reference agency will use the mortgage account general data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by a data subject (as borrower, mortgagor or guarantor respectively, whether in sole name or 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).
- (h) Use Of Data In Direct Marketing

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

 - (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of the data subject held by the Bank from time to time may be used by the Bank in direct marketing;
 - (ii) the following classes of services, products and subjects may be marketed:
 - (1) financial, insurance, credit cards, debit cards, banking and related services and products;
 - (2) reward, loyalty, co-branding or privilege 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;
 - (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
 - (1) any other member of Zhesang Group;
 - (2) third party financial institutions, insurers, card companies, securities and investment services providers;
 - (3) third party reward, loyalty or privilege programme providers;
 - (4) co-branding partners of any member of Zhesang Group; and
 - (5) charitable or non-profit making organisations;
 - (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (h)(i) above to all or any of the persons described in paragraph (h)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires the data subject's written consent (which includes an indication of no objection) for that purpose;

- (v) the Bank may receive money or other property in return for providing the data to the other persons in paragraph (h)(iv) above and, when requesting the data subject's consent or no objection as described in paragraph (h)(iv) above, the Bank will inform the data subject if it will receive any money or other property in return for providing the data to the other persons.

If a data subject does not wish the Bank to use or provide to other persons his/her data for use in direct marketing as described above, the data subject may exercise his/her opt-out right by notifying the Bank at any time and without charge.
- (i) Under and in accordance with the terms of the Ordinance and the Code, any data subject has the right:
 - (i) to check whether the Bank holds data about him/her and access to such data;
 - (ii) to require the Bank to correct any data relating to him/her which is inaccurate;
 - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank; and
 - (iv) in relation to consumer credit data (including data relating to mortgages) which has been provided by the Bank to a credit reference agency:
 - (1) to request to be informed which items of data are routinely disclosed to credit reference agencies or debt collection agencies;
 - (2) be provided with further information to enable an access and correction request to be made to the relevant credit reference agency or debt collection agency; and
 - (3) upon termination of the account by full payment, to instruct the Bank to request a credit reference agency to delete any such data from its database, so long as the instruction is given within 5 years of termination and there has been no payment default in excess of 60 days in the 5 years immediately before account termination.
- (j) 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 may be retained by the credit reference agency until expiry of 5 years from the date of final settlement of the amount in default. Account repayment data includes 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)).
- (k) In the event any amount in an account is written off due to a bankruptcy order being made against the data subject, the account repayment data (as defined in paragraph (j) 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 expiry of 5 years from the date of final settlement of the amount in default or expiry of 5 years from the date of discharge from bankruptcy as notified by the data subject with evidence to the credit reference agency, whichever is earlier.
 - (l) The Bank may obtain a credit report on or access the database of the data subject from a credit reference agency in considering any application for credit or conducting credit reviews from time to time. In the event the data subject wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
 - (m) Data of a data subject may be processed, kept, transferred or disclosed in and to any country as the Bank or any person who has obtained such data from the Bank referred to in paragraph (e) above considers appropriate. Such data may also be processed, kept, transferred or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) in such country.
 - (n) The Bank may charge a reasonable fee for the processing of any data access request.
 - (o) Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

- (p) In accordance with the Ordinance, data subjects may make data access or data correction requests or request information regarding policies and practices and kinds of data held. Such requests should be addressed to:

The Data Protection Officer
CHINA ZHESHANG BANK CO., LTD. (HONG KONG BRANCH)
15th Floor, Three Exchange Square, 8 Connaught Place, Central, Hong Kong
Facsimile: 2320 3089
- (q) In case of discrepancies between the English and Chinese versions, the English version shall prevail.

March 2018

Opt-out Request Form

Date: _____

To: Opt-out Request Processing Team
CHINA ZHESHANG BANK CO., LTD. (HONG KONG BRANCH)
15th Floor, Three Exchange Square, 8 Connaught Place, Central, Hong Kong

Facsimile: 2320 3089

Instruction: To opt-out from CHINA ZHESHANG BANK CO., LTD. (HONG KONG BRANCH) (the "Bank") using or providing your data to other persons for use in direct marketing, please complete this form and return it to us.

Customer Name	
Identification Document /Business Registration No. (Please provide first 5 letters/numbers (e.g. A2468))	
Contact Phone No.	
Effective Date	
Type of Direct Marketing Opt-out Request	<input type="checkbox"/> Direct Marketing <input type="checkbox"/> Electronic Direct Marketing

This serves as my / our instruction to the Bank to opt out of receiving product promotions or direct marketing materials from the Bank by the type(s) of direct marketing mentioned above.

I / We confirm that the information given above is correct and complete and agree to be bound by the applicable terms and conditions of the Bank.

The above options represent my / our present choice of whether or not to receive direct marketing contact or information. **This replaces any choice previously communicated to the Bank.**

CUSTOMER'S SIGNATURE: _____

- Note:**
- The request is applicable to your personal accounts only. For the joint account, each account holder will fill in "Opt-out Request Form" separately.
 - This request will be processed within 14 business days after the Bank receives this application form and this request applies to all accounts maintained by you at the Bank.
 - Signature(s) must match the specimen records of any relevant personal accounts with the Bank.
 - Please note that the above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Bank's Data Policy Notice, as amended from time to time. Please refer to the Data Policy Notice on the kinds of personal data which may be used in direct marketing and the classes of persons to which your personal data may be provided for them to use in direct marketing.

