

Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data

- 1) Unless the context otherwise requires, the following expressions shall have the following meanings in this Notice:

"Bank" means China CITIC Bank International Limited;

"Customer" shall have the meaning ascribed to it in paragraph 2;

"Group" means the Bank, any subsidiary undertaking of the Bank and/or any of their respective associated or affiliate undertakings, any direct or indirect parent undertaking of the Bank, any subsidiary undertaking of any such parent undertaking and/or any of their respective associated or affiliate undertakings, including, for the avoidance of doubt, undertakings within the group of CITIC Group Corporation ("subsidiary undertaking", "parent undertaking" and "undertaking" shall have the meanings under the Companies Ordinance (Cap. 32 of the Laws of Hong Kong));

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China; and

"Ordinance" means the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong).

- 2) Scope of Personal Data

It includes all the information, account details, transaction record and affairs of a Customer (including but not limited to an individual, sole proprietor, partnership, corporate and unincorporated association Customer) that is collected and held by the Bank through the establishment of accounts, the provision of banking facilities or any service or in the ordinary course of the continuation of the banking relationship with the Customer.

The provisions of this Notice shall also apply to, without limitation, (a) in the case of individual account holders, joint account holders or sole proprietors, the relevant individual concerned; (b) in the case of a partnership, each partner of the partnership; (c) in the case of a corporate entity, any individual director, shareholder, officer or manager who has provided any personal data to the Bank for the purpose of account opening or operation of the account; (d) any surety, person providing security or guarantor of any banking or credit facilities granted or to be granted by the Bank to the Customer; and (e) any other person who has, in the account opening process or for the purpose of any service provided by the Bank, provided data to the Bank (collectively referred to as "Customer").

- 3) Importance of Data Collection

From time to time, it is necessary for Customers 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 services.

The Bank may not be able to open or continue accounts, process credit application, establish or continue banking facilities or provide banking services if Customers fail to supply their personal information. Personal data may be collected from Customers in the ordinary course of the continuation of the banking relationship, e.g. when Customers write cheques or deposit money or otherwise carry out transactions as part of the Bank's services. The Bank will also collect data relating to the Customer from third parties, including third party service providers with whom the Customer interacts in connection with the marketing of the Bank's products and services and in connection with the Customer's application for the Bank's products and services (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit reference agencies")).

4) Purposes of Data Collection and Usage

The personal data relating to a Customer are collected and may be used for the following purposes:-

- i) considering and assessing the Customer's application for the Bank's products and services;
- ii) the daily operation of the banking facilities or services provided to Customers;
- iii) conducting credit checks at the time of application for banking services or banking facilities and at the time of regular or special reviews which normally will take place one or more times each year;
- iv) creating and maintaining the Bank's credit scoring models;
- v) assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit providers") to conduct credit checks and collect debts;
- vi) ensuring ongoing credit worthiness of Customers;
- vii) designing financial services or related products for Customers' use;
- viii) identifying and formulating servicing strategies for Customers' use;
- ix) marketing services, products and other subjects in respect of which the Bank may or may not be remunerated (please see further details in paragraph 8 below), such marketing activities may or may not directly relate to the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services;
- x) determining the amount of indebtedness owed to or by Customers;
- xi) collection of amounts outstanding from Customers and those providing security for Customers' obligations;
- xii) satisfying or complying with any obligations, requirements or arrangements for disclosing and using data that apply to the Bank, any other member of the Group and/or any of their respective branches or offices or that it is expected to satisfy or comply according to:

- (a) any laws, rules or regulations binding on or applying to the Bank, any other member of the Group and/or any of their respective branches or offices, within or outside Hong Kong, existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (b) any notifications, directives, guidelines or guidance given or issued by or agreement with any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank, any other member of the Group and/or any of their respective branches or offices is/are obliged, required, advised, recommended or expected to comply, within or outside Hong Kong, existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information); and
 - (c) any present or future contractual or other commitment with local or foreign legal, regulatory, supervisory, 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, any other member of the Group and/or any of their respective branches or offices by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, supervisory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations,
including but not limited to making disclosure to any relevant supervisory, regulatory, tax or other governing authorities having jurisdiction over or having contractual agreement or other form of agreement with the Bank, any other member of the Group and/or any of their respective branches or offices;
- xiii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Group and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - xiv) facilitating consolidated supervision of the Group, including but not limited to the conduct of internal audit and the performance of risk management;
 - xv) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the Customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participant;

- xvi) maintaining a credit history of Customers (whether or not there exists any relationship between the Customer and the Bank or the recipient of the data) for present and future reference; and
- xvii) all other incidental and associated purposes directly relating thereto and other purposes to which the Customers may from time to time agree.

5) Data Confidentiality

Data held by the Bank relating to a Customer will be kept confidential but, subject to the Customer's separate consent (insofar as the Personal Information Protection Law of the People's Republic of China ("PIPL") is applicable to the Bank's process and/or use of the Customer's data) the Bank or the recipient thereof may provide such information to the following parties for the purposes set out in paragraph 4 (whether within or outside Hong Kong):-

- i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, debt collection or other services to the Bank in connection with the operation of its business;
- ii) any party (who facilitates the provision of the banking, investment, credit or other kinds of services by the Bank in connection with the services which are provided, offered or available to the Bank's Customers from time to time) or any member of the Group, who is under a duty of confidentiality to the Bank, including its respective officers, employees, agents and representatives who have undertaken to keep such information confidential;
- iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- iv) third party service providers with whom the Customer has chosen to interact with in connection with the Customer's application for the Bank's products and services;
- v) other banks and financial services providers to whom the Customer has chosen to provide his/her information held by the Bank in connection with the provision of services to the Customer by those other banks and financial service providers;
- vi) credit reference agencies (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;
- vii) any person, body or authority to whom the Bank, any other member of the Group and/or any of their respective branches or offices is/are obliged, required, advised, recommended or expected to make disclosure under the requirements of any laws, rules or regulations binding on or applying to the Bank, any other member of the Group and/or any of their respective branches or offices, or any disclosure under and for the purposes of any notifications, directives, guidelines or guidance given or issued by or agreement with any legal, supervisory, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank, any other member of the Group

and/or any of their respective branches or offices is/are obliged, required, advised, recommended or expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank, any other member of the Group and/or any of their respective branches or offices with local or foreign legal, regulatory, supervisory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside Hong Kong and may be existing currently and in the future,

including but not limited to making disclosure to any relevant supervisory, regulatory, tax or other governing authorities having jurisdiction over or having contractual agreement or other form of agreement with the Bank, any other member of the Group and/or any of their respective branches or offices;

- viii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the Customer's obligations or liabilities;
 - ix) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's right in respect of the Customer including, without limitation, to the Hong Kong Mortgage Corporation Limited ("HKMC") or such other person as may be required or necessary pursuant to contractual arrangement with HKMC in respect of the sale of mortgages or other security by the Bank;
 - x)
 - (a) members of the Group;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty and privileges programme providers;
 - (d) co-branding partners of the Bank and other members of the 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);
 - (e) charitable or non-profit making organisations; and
 - (f) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centers, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph 4(ix) above.
 - xi) Joint Electronic Teller Services Limited ("JETCO"), the operator of any ATM within the JETCO network and other issuers of ATM cards used within the JETCO network.
- 6) **Transfer of Data Outside Hong Kong**
The Bank may from time to time transfer the data of Customers outside Hong Kong for different purposes including processing and storage. Insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, we will obtain the Customer's separate consent in relation to such international transfers. Such data may be disclosed, processed, stored or maintained in accordance with the local laws, rules and regulations applicable in the relevant jurisdictions.

7) To the extent required under the PIPL, the Bank will, prior to sharing the Customer's personal data with third parties, notify the Customer of the name and contact details of the recipients, the purposes and means of processing and provision of the Customer's personal data, and the types of personal data to be provided and shared, and obtain the Customer's separate consent to the sharing of the Customer's personal data. The foregoing data recipients will use the personal data to the extent necessary for the specific purposes set out in this Notice and store the personal data for the minimum length of time required to fulfil the purposes, or insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, in accordance with the PIPL.

8) Use of Data in Direct Marketing

The Bank uses and/or intends to use a Customer's data in direct marketing and the Bank requires a Customer'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, general banking, investment and insurance related transaction pattern and behaviour, financial, investment and insurance experience and background, risk profile and demographic data of a Customer 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:
 - (a) financial, credit facilities, insurance, investment, credit card, banking and related services and products;
 - (b) reward, loyalty or privileges programmes and related services and products;
 - (c) 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
 - (d) 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:
 - (a) any other member of the Group or any of its branches or offices;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty, co-branding or privileges programme providers;
 - (d) co-branding partners of the Bank, any other member of the Group and/or any of their respective branches or offices (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
 - (e) charitable or non-profit making organisations;

- iv) in addition to marketing the above services, products and subjects itself, the Bank also provides and/or intends to provide the data described in paragraph (8)(i) above to all or any of the persons described in paragraph (8)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires written consent of a Customer (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 (8)(iv) above and, when requesting the consent of a Customer or no objection as described in paragraph (8)(iv) above, the Bank will inform a 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/her data for use in direct marketing as described above, a Customer may, without charge, exercise his/her opt-out right by notifying the Bank. A Customer may make the opt-out request by completing such prescribed form as may be required by the Bank and returning to the Bank or visiting any of the Bank's branches or contacting the Bank's Phone Banking Centre at 2287 6767.

9) Transfer of Personal Data to Customer's Other Banks and Third Party Service Providers Using Bank Application Programming Interfaces (API)

The Bank may, in accordance with the Customer's instructions to the Bank, other banks providing services to the Customer or third party service providers (including other financial service providers) engaged by the Customer, transfer Customer's data to such other banks and third party service providers using the Bank's API for the purposes notified to the Customer by the Bank, the Customer's other banks or third party service providers and/or as consented to by the Customer in accordance with the Ordinance.

10) Consumer Credit Data

- i) With respect to 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 credit reference agencies:
 - (a) full name;
 - (b) 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);
 - (c) Hong Kong Identity Card Number or travel document number;
 - (d) date of birth;
 - (e) correspondence address;
 - (f) mortgage account number in respect of each mortgage;
 - (g) type of the facility in respect of each mortgage;
 - (h) 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
 - (i) if any, mortgage account closed date in respect of each mortgage.

Credit reference agencies 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, 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 databases of Credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

- ii) Under and in accordance with the Ordinance and (insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data) the PIPL and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any individual Customer has the right to:-
- (a) check whether the Bank holds data about him/her and the right of access to such data;
 - (b) require the Bank to correct any data relating to him/her which is inaccurate;
 - (c) 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;
 - (d) in relation to consumer credit, 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 access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies);
 - (e) in relation to consumer credit data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, instruct the Bank, upon termination of an 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 5 years of termination and at no time was there any default of payment in relation to an account, lasting in excess of 60 days within 5 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 the 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)).
 - (f) insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, to request the Bank to delete the Customer's personal data;
 - (g) insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, to object

- to certain uses of the Customer's personal data;
- (h) insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, request an explanation of the rules governing the processing of the Customer's personal data;
 - (i) insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, to ask that the Bank transfer personal data that you have provided to the Bank to a third party of your choice under circumstances as provided under the PIPL;
 - (j) insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, to withdraw any consent for the collection, processing or transfer of the Customer's personal data (the Customer should note that withdrawal of their consent may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services); and
 - (k) insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, to have decisions arising from automated decision making (ADM) processes explained and to refuse to such decisions being made solely by ADM.

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 paragraph 10(ii)(e) above) may be retained by credit reference agencies until the expiry of 5 years from the date of final settlement of the amount in default.

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 paragraph 10(ii)(e) above) may be retained by credit reference agencies, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until 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 discharge from a bankruptcy as notified by a Customer with evidence to the credit reference agency(ies), whichever is earlier.

iii) Access to Customer Credit Data

The Bank may from time to time access the consumer credit data of a Customer held by a credit reference agency in the course of the consideration of any grant of consumer credit or the review or renewal of existing consumer credit facilities granted to the Customer as borrower or to another person for whom the Customer proposes to act or acts as guarantor or security provider or for the purpose of the reasonable monitoring of the indebtedness of the Customer

while there is currently a default by the Customer as borrower, as guarantor or as security provider. In particular, the Bank may access the consumer credit data for the purpose of the review of the existing consumer credit facilities granted to assist the Bank in considering any of the following matters:

- (a) an increase in the credit amount;
- (b) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount);
- (c) the putting in place or the implementation of a scheme of arrangement with the individual Customer.

In the event the Customer wishes to access such consumer credit data obtained from a credit reference agency, the Bank will upon request advise the contact details of the relevant credit reference agency.

- 11) Some of the data collected by the Bank may constitute sensitive personal data under the PIPL. 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 the PIPL is applicable to the Bank's process and/or use of the Customer's data, such sensitive personal data will be processed with the Customer's separate consent.
- 12) In accordance with the terms of the Ordinance and (insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data) as permitted under the PIPL, the Bank may charge a reasonable fee for the processing of any data access request.
- 13) 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:
The Data Protection Officer
China CITIC Bank International Limited
30/F., Two Taikoo Place, Taikoo Place,
979 King's Road, Quarry Bay, Hong Kong
Fax: 2258 2615
- 14) Nothing in this Notice shall limit the rights of Customers under the Ordinance and the PIPL.
- 15) Any right conferred under the Ordinance shall only apply to individual Customers.
- 16) In case of discrepancies between the English and Chinese versions of this Notice, the English version shall prevail.
- 17) This Notice shall be deemed an integral part of all contracts, agreements, credit facility letters, account mandates and other binding arrangements which Customers have entered into or intend to enter into with the Bank.
- 18) The Bank may have obtained credit report(s) on the Customer from credit reference agency(ies) in considering any application for credit. In the event the Customer wishes to access the credit report(s), the Bank will advise the contact details of the relevant credit reference agency(ies).