

Industrial and Commercial Bank of China (Macau) Limited

The Personal Data Protection Act – Personal Data Collection Statement

This Personal Data Collection Statement ("this Statement") is made by Industrial and Commercial Bank of China (Macau) Limited and its branches, offices, subsidiaries in Macau ("the Bank") in accordance with the Personal Data Protection Act (Act 8/2005) of the Macau Special Administrative Region ("the Act"). The Statement is intended to notify customers and various other individuals why personal data is collected, how it will be used and to whom data access requests are to be addressed.

1. In this Statement, the following definitions shall apply:

"Account Information" means any information in relation to the account(s) opened in the Bank or any Bank Group Company, including the account balance, account value, account number, contributions paid to the account, withdrawals from the account, interests in assets (including securities provided by Connected Person to obtain financing to Connected Person or third parties) held at the Bank or any Bank Group Company, attributable to the Connected Person.

"Authority" means any judicial, administrative or regulatory body, any government, or public or government agency, instrumentality or authority, any domestic or foreign tax, revenue, fiscal or monetary or other authorities, court or law enforcement body, or any agents thereof, having jurisdiction over the Bank and the Bank Group.

"Controlling Person" generally means any individual who exercises control over an entity and includes any person in equivalent or similar positions of control.

"Connected Person" includes: the customer and in case that it is a corporate entity, its Substantial Owners and Controlling Persons.

"Personal Data" means any data relating to an individual (and corporate entities, in those countries where data privacy law applies to corporates), from which the individual can be identified, including, without limitation, sensitive personal data, tax and/or Account Information.

"Substantial Owner" means any individual or individual shareholder of an entity entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

"Tax Information", in respect of a Connected Person, means any documentation or information (and accompanying statements, waivers and consents) relating, directly or indirectly, to the tax status of the Connected Person (regardless of whether the Connected Person is an individual or business, non-profit or other corporate entity) and any owner, Controlling Person, Substantial Owner or beneficial owner of the Connected Person, that the Bank or any Bank Group

Company considers, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with the Bank or any Bank Group Company's obligations to any Authority. Without prejudice to the above provisions:

- (i) where the Connected Person is an individual, "Tax Information" includes, but is not limited to, information about: tax residence, tax domicile, tax identification number, Tax Certification Forms, certain Personal Data (including name(s), residential address(es), place of birth, nationality, citizenship);
- (ii) where the Connected Person is an entity or corporate, "Tax Information" includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, Tax Certification Forms, registered address, address of the place of business, country of registration, certificate of incorporation number, information relating to market sector, and contact information.

"Tax Certification Forms" means any forms or other documentation as may be issued or required by an Authority or by the Bank and any Bank Group Company from time to time to confirm the tax status of a Connected Person.

2. From time to time, it is necessary for customers and other individuals (including but not limited to applicants/guarantors of banking and/or other financial services and banking/credit facilities, sureties, and persons providing security or guarantee for banking/credit facilities, shareholders, directors, officers managers or Controlling Persons or Substantial Owner(s) and controlling persons of corporate customers or applicants, nominees, sole proprietors, partners, suppliers, contractors, and service providers) (collectively "data subjects") to supply the Bank with Personal Data (including Account Information) in connection with the opening or continuation of accounts, the establishment or continuation of banking/credit facilities and/or the provision of other financial services. Where Personal Data is provided to the Bank by third parties on behalf of the data subjects, the Bank shall collect and treat the data subjects' data in reliance of the express representation made by the providing third party that is duly authorized to provide the data subjects' Personal Data and has obtained their consent and agreement to the terms of this Statement.
3. Without such data, the Bank may not be able to open or continue accounts or establish or continue banking facilities or provide other financial services.

4. Data is also collected from data subjects in the ordinary course of business to continue the banking relationship; for example, when data subjects write cheques, deposit money, apply for credit or perform banking transactions.
5. Personal Data of the data subjects may be used for all or some of the following purposes:
 - (i) processing of applications for banking and/or any other financial services and facilities;
 - (ii) facilitate the daily operation of the services and banking facilities provided to the data subjects;
 - (iii) conduct credit or other status checks (including but not limited to the time of credit application and at the time of periodic credit reviews);
 - (iv) create and maintain the Bank's credit scoring and risk related models;
 - (v) assist other financial institutions to conduct credit checks and collect debts;
 - (vi) ensure ongoing credit-worthiness of the data subjects;
 - (vii) design financial services or related products for the data subjects' use;
 - (viii) market services or products of the Bank and/or selected companies;
 - (ix) determine the amount of indebtedness owed to or by the data subjects;
 - (x) enforce the data subject's obligations, including but not limited to the collection of amounts outstanding from the data subjects and those providing security or guarantee for the data subjects' obligations;
 - (xi) conduct insurance claims or analysis;
 - (xii) for operational purposes, credit assessment or statistical analysis (including behavior analysis) of the Bank or any Bank Group Company;
 - (xiii) maintain a credit history of data subjects (whether or not any relationship between data subjects and the Bank exists) for present and future reference of the Bank or any Bank Group Company;
 - (xiv) comply with any local or foreign obligations, requirements, policies, procedures, measures, international conventions, agreements, rules, regulations or arrangements for disclosing and/or reporting data or

information to any domestic or foreign legal, entity or authority, judicial, administrative, regulatory, tax, revenue, fiscal, monetary or other Authorities, court or law enforcement body, or agency thereof, and/or any self-regulatory or industry bodies or associations of financial services providers within or outside Macau Special Administrative Region; disclose and/or report within and beyond the Bank and its branches, offices, subsidiaries, associated and affiliated companies, its holding company, and any of its branches, or the Bank group's entities worldwide ("Bank Group Company") that may be or become legally bound or subject to, and/or voluntarily required to effect on them under any local or foreign treaty, law, rules, regulation, international convention, agreements, guidelines, or other official guidance enacted in any jurisdiction, or relating to an intergovernmental agreement or any their agreement between the governments or regulatory authorities of two or more jurisdictions, or any rules, code of practice, and/or guidelines of a binding nature in any jurisdiction; any contractual or other commitment or voluntary arrangement, for compliance with sanctions, prevention, detection of unlawful activities including but not limited to money laundering, terrorist financing, tax crimes and financial crimes or purposes relating thereto for disclosing and/or reporting data or information;

- (xv) enable an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (xvi) matching the data subjects' Personal Data against any other data held by the Bank, its branches, offices, subsidiaries and affiliates, its holding company, and any of its branches or the Bank Group Company, for whatever purpose, including but not limited to taking action against the data subjects; and
- (xvii) fulfill any other purposes relating thereto.

6. The data subjects consent and agree that the Personal Data held by the Bank relating to a customer will be kept confidential but the Bank may provide such information to the following parties (whether within or outside the Macau Special Administrative Region) for the purposes set out in Clause 5:

- (i) any Bank Group Company, agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, data processing, or other services to the Bank and any Bank Group Company in connection with the operation

of its business; any other person under a duty of confidentiality to the Bank and Bank Group Company or a merchant or an affinity entity which has undertaken to keep such information confidential;

- (ii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer; or a person making any payment into the data subjects' account (by providing a copy of a deposit confirmation slip which may contain the name of the data subjects);
- (iii) credit reference agencies, and, in the event of default, the debt collection agencies;
- (iv) any local or foreign person, entity or Authority to whom/which the Bank and Bank Group Company may be or become legally bound or applied to them, and/or voluntarily required to effect on them under any local or foreign law, regulation, guidelines, guidance, contractual or other commitment or voluntary arrangement, for compliance with sanctions, prevention, detection of unlawful activities including but not limited to money laundering, terrorist financing, tax crimes and financial crimes or purposes relating thereto;
- (v) 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;
- (vi) selected companies for the purpose of informing data subjects of services which the Bank believes will be of interest to the data subjects;
- (vii) auditors;
- (viii) legal consultants; and
- (ix) other professional advisors.

7. Under and in accordance with the Personal Data Protection Act (Law 8/2005), any individual has the right :

- (i) To check whether the Bank holds data about them and of access to such data;
- (ii) To require the Bank to correct any data relating to them 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;
- (iv) To be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and to be

provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency ; and

- (v) Upon satisfactory termination of the credit by full repayment and on condition that there has been, within 5 years immediately before such termination, no material default under the credit as determined by the Bank, to instruct the Bank to make a request to the relevant credit reference agency to delete from its database any account data relating to the terminated credit.

8. In accordance with the terms of the Act, the Bank has the right to charge a reasonable fee for the processing of any data access request.

9. 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 is as follows :

Branch Operations Department

Industrial and Commercial Bank of China (Macau) Limited

17/F ICBC Tower, Macau Landmark, 555 Avenida da Amizade, Macau

10. The Bank may have obtained credit reports on data subjects from a credit reference agency in considering any application for credit. In the event the data subjects wish to access the credit reports, the Bank will advise the contact details of the relevant credit reference agency.

11. Nothing in this Statement shall limit the rights of data subjects under the Personal Data Protection Act.

(If there is any conflict or inconsistency between the Chinese and English version, the Chinese version shall prevail.)