

**Industrial and Commercial Bank of China (Asia) Limited (the“Bank”)
Circular to Customers and Other Individuals relating to the
Personal Data (Privacy) Ordinance (the "Ordinance")**

- (1) From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking/ financial services and credit facilities, sureties and persons providing security or guarantee for credit facilities, shareholders, directors, officers and managers of corporate customers or sole proprietors or partners or applicants and other contractual counterparties) (collectively "data subjects") to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or provision of banking/financial services.
- (2) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking/credit facilities or provide banking/financial services.
- (3) It is also the case that data are collected from data subjects in the ordinary course of the continuation of the banking relationship, for example, when data subjects write cheques, deposit money, apply for a credit or carry out card transactions.
- (4) The purpose for which data relating to a data subject may be used are as follows :
- (i) the processing of applications for banking/financial services and credit facilities;
 - (ii) the daily operation of the services and credit facilities provided to data subjects;
 - (iii) conducting credit checks at the time of application for credit 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) provision of reference (status enquiries);
 - (vi) assisting other financial institutions to conduct credit checks and collect debts;
 - (vii) ensuring ongoing credit worthiness of data subjects;
 - (viii) designing financial services or related products for data subjects' 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 (6) below);
 - (x) determining the amount of indebtedness owed to or by data subjects;
 - (xi) the enforcement of data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security for data subjects' obligations;
 - (xii) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or a Bank Group Company or that it is expected to comply according to:
 - (a) any law binding or applying to it 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) or any court order being enforceable on it;
 - (b) 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 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);
 - (c) 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 a Bank Group Company 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, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;

- (xiii) 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 programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing, tax evasion or other unlawful activities;
 - (xiv) enabling an actual or proposed assignee of the Bank or a Bank Group Company, or participant or sub-participant of the rights of the Bank or those of a Bank Group Company in respect of the data subject to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (xv) exchanging information with merchants which accept credit cards issued by the Bank and entities with whom the Bank provides affinity/co-branded /private label credit card services (each a “merchant” or an “affinity entity”);
 - (xvi) verifying data subjects’ identities with any card acquirer of a merchant in connection with any card transactions;
 - (xvii) for purposes of risk management of the group of the Bank;
 - (xviii)maintaining a credit history or otherwise, a record of data subjects (whether or not there exists any relationship between data subjects and the Bank) for present and future reference; and
 - (xix) purposes relating thereto.
- (5) 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 for the purposes set out in paragraph (4) :
- (i) any Bank Group Company, agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank or a Bank Group Company in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to the Bank or a Bank Group Company which has 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) a person making any payment into data subject's account (by providing a copy of a deposit confirmation slip which may contain the name of the data subject);
 - (v) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (vi) any person to whom the Bank or a Bank Group Company is under an obligation or otherwise required to make disclosure under the requirements of any law, regulation or court order binding on or applying to the Bank or a Bank Group Company, or any disclosure under and for the purposes of 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 with which the Bank or a Bank Group Company is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or a Bank Group Company 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, all of which may be within or outside Hong Kong and may be existing currently and in the future;
 - (vii) any actual or proposed assignee of the Bank or a Bank Group Company, or participant or sub-participant or transferee of the rights of the Bank or those of a Bank Group Company in respect of the data subject;
 - (viii) a merchant or an affinity entity which has undertaken to keep such data confidential; and

- (ix)
 - (a) any Bank Group Company;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty, co-branding and privileges programme providers;
 - (d) co-branding partners of the Bank and any Bank Group Company (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 centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph (4)(ix).
- The Bank may disclose data to any or all the parties stated above and may do so notwithstanding that the recipient's place of business is outside Hong Kong, including Mainland China, or that such information following disclosure will be collected, held, processed or used by such recipient in whole or part outside Hong Kong.
- (6) Use of Data in Direct Marketing

The Bank uses and/or intends to use the data of a data subject in direct marketing and the Bank requires the consent of the data subject (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 a 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:
 - (a) financial, insurance, 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 Bank Group Company;
 - (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 and any Bank Group Company (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 (6)(i) above to all or any of the persons described in paragraph (6)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires written consent of the data subject (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 (6)(iv) above and, when requesting the consent of the data subject or no objection as described in paragraph (6)(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 data for use in direct marketing as described above, the data subject may, without charge, exercise his opt-out right by notifying the Bank. The data subject may make the opt-opt request by completing the form below and returning to the Bank or visiting any of the Bank’s branches.

- (7) With respect to data in connection with mortgages applied by a data subject (whether as a borrower, mortgagor or guarantor and whether in the data subject’s sole name or in joint names with others) on or after 1 April 2011, the Bank may, on its own behalf and/or as agent, provide the following data relating to the data subject (including any update) to a credit reference agency:
- (i) full name;
 - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject’s sole name or in joint names with others);
 - (iii) Hong Kong Identity Card Number or travel document number;
 - (iv) date of birth;
 - (v) address;
 - (vi) mortgage account number in respect of each mortgage;
 - (vii) type of the facility in respect of each mortgage;
 - (viii) 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
 - (ix) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the data subject’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).

- (8) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, the data subject has the right :
- (i) to check whether the Bank holds data about him and of access to such data;
 - (ii) to require the Bank to correct any data relating to him 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 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) 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)).
- (9) 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 (8)(v) 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.

- (10)In the event any amount in an account is written-off due to a bankruptcy order being made against a data subject, the account repayment data (as defined in paragraph (8)(v) 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 data subject with evidence to the credit reference agency, whichever is earlier.
- (11)The Bank may from time to time access the consumer credit data of a data subject 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 customer credit facilities granted to the data subject as borrower or to another person for whom the data subject proposes to act or acts as guarantor or for the purpose of the reasonable monitoring of the indebtedness of the data subject while there is currently a default by the data subject as borrower or as guarantor. 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:-
- (i) an increase in the credit amount;
 - (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); or
 - (iii) the putting in place or the implementation of a scheme of arrangement with the individual customer.
- If the data subject wishes to access the credit report obtained by the Bank from the credit reference agency, the Bank will advise the contact details of the relevant credit reference agency.
- (12)In accordance with the terms of the Ordinance, the Bank has the right to 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 is as follows :
- The Data Protection Officer
Industrial and Commercial Bank of China (Asia) Limited
33/F., ICBC Tower,
3 Garden Road
Central, Hong Kong
Fax : 2805 1166**
- (14)Nothing in this Circular shall limit the rights of data subjects under the Ordinance.
- (15)This Circular shall be deemed an integral part of all contracts, agreements, credit facility letters, account mandates and other binding arrangements which the data subject has entered into or intends to enter into with the Bank.
- (16)In this Circular, the following terms shall have the following meanings :
“Bank Group Company” means any subsidiary of the Bank, any direct or indirect holding company of the Bank, any subsidiary of any such holding company or any of their related companies (that is such companies’ equity interest is held by any of the foregoing) including companies within the group of Industrial and Commercial Bank of China;
“subsidiary” and “holding company” bear the meanings under the Companies Ordinance (Cap.622)

Notes: In case of discrepancies between English and Chinese versions, the English version shall prevail.

Request for use of personal data in direct marketing

To : Industrial and Commercial Bank of China (Asia) Limited
33/F., ICBC Tower,
3 Garden Road,
Central, Hong Kong

You should check (“✓”) the following box(es) ☐ if you do wish the Bank to use your personal data in direct marketing and/or to provide your personal data to other persons for their use in direct marketing.

☐ I/We do wish the Bank to use my/our personal data in direct marketing via the following channel(s) or to provide my/our personal data to any other persons for their use in direct marketing, whether or not such persons are members of the Bank's group and whether or not in return for money or other property:

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Direct Mail | <input type="checkbox"/> SMS |
| <input type="checkbox"/> Email | <input type="checkbox"/> Telephone |
| <input type="checkbox"/> Fax | <input type="checkbox"/> All of the above channels |

The above represents your present choice whether or not to receive direct marketing contact or information. This replaces any choice communicated by you to the Bank prior to this application.

Please note that your above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Bank's "Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance" (provided together with this form). Please also refer to the Circular 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.

Name: _____ Date: _____

Account Number: _____ or HKID / Passport Number: _____

X _____

Signature of Principal Card Applicant _____ Date _____

(Please do not alter. If applicable, signature must be the same as the specimen signature of the autopay instruction account.)