

**Industrial and Commercial Bank of China (Macau) Limited**  
**Master Terms and Conditions Banking Services**

**1. Application**

- 1.1 These Terms and Conditions including the Schedules apply to all your accounts with and all services provided to you (the customer) by us (Industrial and Commercial Bank of China (Macau) Limited).
- 1.2 The Schedules and the Personal Data Protection Act - Personal Data Collection Statement ("Personal Data Statement") form part of these Terms and Conditions. If there is any inconsistency, the provisions for a particular service will prevail over general provisions.
- 1.3 In the terms or conditions applicable to a service, unless the context otherwise requires, "we" and all references to us include our successors and assigns. "You" includes your estates, heirs, successors and personal representatives. Words importing the singular include the plural and vice versa. Words importing a gender include every gender. "Business day" means a day on which we are open for business in Macau, "Including" is not a word of limitation. A "person" includes an individual, corporation, association, sole proprietorships, partnerships, clubs and societies. Headings are for ease of reference only and do not affect interpretation. Our terms and conditions are drafted in simple language, and are to be interpreted fairly and liberally. The rule of interpretation against the maker will not apply.
- 1.4 Please read these Terms and Conditions carefully, particularly Clauses 4 (Our Role), 6 (Password), 8 (Charges and overdue interest), 10 (Limit of our liability), 11 (Your indemnity), 12 (Your representations), 13 (Set-off and lien) and the Personal Data Statement.

**2. Information**

- 2.1 (Whether an individual, company or otherwise) you confirm having read our notice to customers (as amended from time to time) relating to the Macau Personal Data Protection Law. You authorize us to use your information for the purposes and to disclose them to the persons referred to in that notice (as from time to time amended).
- 2.2 You confirm that all information you give to us at any time is true and complete in all material respects. You will promptly notify us of any material change to that information.
- 2.3 The ownership and all copyright and other intellectual property rights of any nature in or relating to our services, website, materials, software or documentation vest in us or, if provided by a third party, in that party. No right, license or interest is granted to you except a license to access solely for the purposes of our services.
- 2.4 You will not copy, disseminate, exploit or change any information (including software) provided by us or use them for any purposes other than for your own reference.

**3. Our services**

- 3.1 Before using a service or opening an account, you will comply with our reasonable requirements within 30 days, including, but not limited to providing us with the documents we may reasonably request from time to time for the purposes of determining your status and/or exposure to any local or foreign legal or regulatory provisions to which we, our branches, offices, subsidiaries, associated and affiliated companies, our holding

company, and any of its branches, any of our Group's entities worldwide ("Bank Group Company"), our counterparties, or other third party service providers may be or become legally or voluntarily bound under any local or foreign law, regulation or voluntary arrangement. Failure to provide any such documents may result in our inability to open your account, to provide any of our services and/or in our decision to close any existing accounts you may have with us. Each service is only available during the times and subject to the policies, procedures and conditions reasonably determined by us. We may refuse access without liability.

- 3.2 Each service and account is also subject to our terms and conditions applicable from time to time to such service or account. Those terms and conditions prevail, if they conflict with these Terms and Conditions.
- 3.3 You will do everything reasonably required by us (at the time of or after accepting your instruction) in relation to your account or instructions. You will not operate an account or use a service until all such actions have been taken.
- 3.4 We need not act until we have received all necessary instructions, funds, property and documents, but may do so. If we do so, we may charge reasonable interest and fees, and may terminate or close out any transaction (including a deposit) at your reasonable cost. We may on receipt of your instruction debit funds from your accounts, or put a "hold" in your accounts on funds and property, in the amounts reasonably estimated by us to be required to carry out your instruction. Our rights are not affected if we do not do so or by anything done or omitted by us in good faith.
- 3.5 You will only use our services for a lawful purpose.

#### **4. Our role**

- 4.1 We will use reasonable care in carrying out your instructions on your behalf. Our responsibilities are limited to those expressly set out in these Terms and Conditions and our terms and conditions (if any) for the relevant service. These Terms and Conditions apply, to the extent possible, to transactions on your behalf as well as with us.
- 4.2 You authorize us and any person appointed by us to do everything reasonably necessary or desirable for all purposes connected with our services.
- 4.3 We may do or refrain from doing anything that we believe in good faith is required in order to comply with any local or foreign legal or regulatory provisions to which we, any Bank Group Company, counterparties or other third party service providers may be or become legally or voluntarily bound under any local or foreign law, regulation or voluntary arrangement, rule or practice, including the rules, codes, guidelines and practices of any local or foreign regulatory authorities, the Macau Association of Banks, exchanges and clearing houses. All such actions and omissions bind you.
- 4.4 We may use the services of agents, brokers, custodians, nominees, correspondents, networks, exchanges, clearing houses and other persons to hold your property or to perform any services. They may be our affiliates. Their terms and conditions of service will apply to your transactions. You will pay their charges, and indemnify us against their reasonable claims. We will use reasonable care in selecting an agent. We will only appoint custodians qualified to act as such under applicable law.
- 4.5 We may be subject to disclosure and/or reporting duties under any local or foreign legal or regulatory

provisions to which we, any Bank Group Company, counterparties or other third party service providers may be or become legally or voluntarily bound under any local or foreign law, regulation or voluntary arrangement and that may require that we disclose information regarding you or your account that is subject to bank secrecy under the Macau Financial Systems Act (Decree-Law No. 32/93/M) (the "MFSA"). You consent, for the purposes of the MFSA, to waive our bank secrecy duties and authorize us to disclose and/or report any information provided to us regarding you or your account, to any local or foreign public or private entities, authorities or regulators, including, but not limited to local or foreign regulators and/or foreign tax authorities.

4.6 We may be required to effect withholdings of amounts over payments or balances from your account in accordance with any local or foreign legal or regulatory provisions to which we, any Bank Group Company, counterparties or other third party service providers may be or become legally or voluntarily bound under any local or foreign law, regulation or voluntary arrangement. You hereby expressly consent to any such withholdings to the extent that they are determined to apply to you further to the review of the documentation you are required to provide under Clause 3.1 of these Terms and Conditions, the disclosure of your information in accordance with Clause 4.5 of these Terms and Conditions or to reasonable endeavors made by us in this respect. You expressly agree any withheld amounts may be held by us in any account or in any manner which we may consider appropriate.

4.7 We do not provide legal or tax advice. You are advised to obtain your own advice in respect of any tax obligations that may be imposed upon you, either in Macau or any other jurisdiction, in connection with your account.

## **5. Your instructions**

5.1 You will only give instructions to us through a means we have notified (acting reasonably), in accordance with the signing arrangement in your mandate (if applicable), and in accordance with our reasonable requirements. We may reject or act on an instruction not so given. Different services may use different means for giving instructions.

5.2 Your authorized signatories have the authority set out in your written authorization provided by you to us.

5.3 You may change your authorized signatories or signing arrangement by complying with our reasonable procedures.

5.4 An authority will not be revoked until we have received written notice revoking it, or written notice of your death or incapacity. It remains in force notwithstanding any change in your constitution.

5.5 We may (acting reasonably) regard your instructions as received by us as being what you intended to send. Any instruction that we reasonably believe is given by you or with your authority will be valid and binding on you, whether or not it is in fact authorized. We may require evidence of identity or authority. We may regard your instruction (which duplicates another instruction) as a separate instruction, unless we actually knew before execution that it was a duplicate.

5.6 You will ensure that your instructions are complete and correct. You authorize us to act in any way we consider reasonable if your instruction is ambiguous. An Instruction once accepted cannot be altered or cancelled, unless we agree (acting reasonably). If an instruction is not executed, reasonable charges and

expenses may still be payable.

5.7 If an instruction is received outside our business hours for relevant transactions, your account may in accordance with market practice be debited on the same day, but the instruction may not be processed until our next business day.

5.8 An instruction may be partially executed if it cannot be fully executed. An instruction or part not executed by the day's close of business (or, if earlier close of trading) will lapse, unless otherwise agreed.

## **6. Password**

6.1 "**Password**" refers to one or more means accepted by us to authenticate a user and to gain access to an account or service through one or more channels or means advised by us, and may include identification or number, letter, code, digital signature, ATM or other card, token, chop seal, anything. Different passwords may be used by different users or for different channels.

6.2 Any instruction given with the use of your password is binding on you. This is so notwithstanding different requirements in your mandate or other arrangements. Changes in your authorized signatories or signing arrangement will not affect operation by your password. If the option is provided by us, a password for one channel may be used to apply for other services or channels, and any application is binding on you.

6.3 You will use all reasonable care to keep your password secret and secure. If not collected in person, your password will be sent to you at your risk. If permitted, you will immediately change a password assigned by us.

6.4 You will notify us as soon as reasonably practicable at the telephone number or by another method notified by us if you find or believe that your password has been compromised, lost or stolen or that any unauthorized transactions have occurred. We may without liability take any action following receipt of a report reasonably believed by us to be genuine.

6.5 You will be liable for all losses if you have acted fraudulently or with gross negligence, or allowed a third party to use your password, or failed to comply with your obligations under Clause 6.3 or 6.4. You would not otherwise be responsible for any direct loss suffered by you as a result of unauthorized transactions conducted through your account. This Clause does not apply (a) unless the unauthorized instruction was given electronically, (b) to you unless you are a private individual (excluding sole traders, partnerships, clubs and societies), or (c) to unauthorized transactions conducted through plastic cards which may be used to pay for goods and services or to withdraw cash.

## **7. Payment / delivery**

7.1 Payments will in ordinary course be debited to the account designated by you for the purpose (including a sub account maintained under an account) which is denominated in the same currency. This also applies to "holds" on funds in your accounts. We will determine whether you have a sufficient balance or overdraft by reference to your designated account (or sub account) in the payment currency. However we may put a "hold on amounts in other currencies. If necessary, we may (but are not obliged to) convert an amount received or to be paid from one currency into another at our spot rate. We may, for the purpose of a calculation, notionally convert an amount from one currency into another at our spot rate.

7.2 Payments will be made to you subject to applicable laws and regulations and any required deduction or

withholding.

- 7.3 You will pay us in freely transferable and cleared funds and in the manner reasonably notified by us. Deliveries of any property by either party will be made in the manner reasonably notified by us.
- 7.4 If on any date amounts would be payable in the same currency under 2 or more transactions by each party, then on such date, each party's obligation to pay such amounts will, at our option, be discharged, and the party by whom the larger amount would otherwise be payable will pay to the other party the excess of such amount over the smaller amount.
- 7.5 You will on demand repay to us all sums owing by you if no due date has been agreed.
- 7.6 Your payments will be made without condition and free of all taxes, withholdings or deductions. If any withholding or deduction is required by law, you will pay an increased amount so that we receive a net amount equal to what we would have received had there been no withholding or deduction. You will duly pay the tax authority and send us the evidence.
- 7.7 Your payments will be made in the currency of the liability. A sum received by us in another currency only constitutes a discharge to you to the extent of the net amount of the currency of your liability which we would be able to purchase with the amount received when it is practicable to do so. You will, as a separate obligation and notwithstanding any judgment, indemnify us against any reasonable loss and expense. It will be sufficient to show that we would have suffered a loss had an actual exchange or purchase been made.
- 7.8 We may apply any sum received to reduce your liability in the order we reasonably select, or place it in a suspense account to preserve our right to prove for your entire liability.
- 7.9 A sum or an item received for your account may not be drawn against or used and does not earn interest until we have unconditionally received cleared funds. We may debit your account with all reasonable losses and expenses, if the sum or item or part thereof is not actually received. You will bear the loss arising from any difference in exchange rates between the date of crediting your account and the date (if we act reasonably) of the subsequent debit.
- 7.10 If not collected in person, your property and documents will be sent to you at your risk.
- 7.11 We may recover from you any erroneous payment.
- 7.12 In accordance with market practice, we may retain interest on amounts to be paid to you pending credit to your account, and on amounts to be paid on your behalf pending payment.
- 7.13 Any payment, delivery or determination, which would otherwise fall to be made on a non-business day, will instead be made on our next business day, unless otherwise agreed.
- 7.14 Cash will be paid to you after rounding down to the nearest ten cents (or, for Japanese yen or other foreign currency, to the nearest yen or unit in accordance with market practice). This constitutes full payment.
- 7.15 Unless otherwise agreed, any amount or item to be paid or delivered by us will only be paid or delivered in Macau at our office at which the account is kept.
- 8. Charges and overdue interest**
- 8.1 We may levy reasonable fees and charges, and (acting reasonably) change them from time to time after reasonable notice to you. The current list of our fees and charges is available on request.
- 8.2 You will, at the agreed time or on demand, pay our fees and charges, and all reasonable out-of pocket

expenses including sums payable in respect of your securities amounts we paid on your behalf together with interest thereon at our interest rate for unarranged overdraft, our agents' fees and expenses, the fees and levies of exchanges, clearing houses, registrars and regulatory authorities, and taxes.

8.3 Paid fees and charges are not refundable. However if you terminate a service as a result of a change of these Terms and Conditions, we will refund a prorated portion of any annual or periodic fee paid for the service unless the amount is minimal.

8.4 Interest accrues on all sums payable by you from the due date or, if earlier, the date we paid the sum on your behalf or to you to the date of actual repayment (before and after judgment). Interest is payable on demand, and is calculated at our interest rate for unarranged overdraft for the actual number of days divided by 360 or 365 according to our practice for the relevant currency, and will be compounded in the manner reasonably determined by us.

## **9. Statements of account/confirmations**

9.1 We will provide you with monthly or other periodic statements of your account, if so agreed or if it is a securities account, unless a statement is not required under applicable regulation, such as, if there has been no transaction in your account and the account balance is nil. You will notify us if you do not receive a statement.

9.2 You undertake to examine each statement of account or confirmation of a transaction carefully following receipt. If you discover any error or unauthorized transaction, you will notify us within 90 days of receipt of the statement or within the period agreed or reasonably specified in the confirmation. In the absence of your notification within that period, all entries in the statement or confirmation will become conclusive and binding on you, except for manifest error.

9.3 You will not however be liable as a result of non-notification within the 90-day period for unauthorized transactions arising from forgery or fraud (a) by any third party in relation to which we have failed to exercise reasonable care and skill, or (b) by our employee or agent, or other unauthorized transactions arising from our default or negligence. This Clause does not apply unless you are a private individual (excluding sole traders, partnerships, clubs and societies).

9.4 Any document may be sent to any of your last known addresses.

## **10. Limit of our liability**

10.1 Unless caused by our negligence or wilful misconduct, we are not liable for:

- (a) any delay or interruption in your having access to an account or service, or any inability to use an account or service;
- (b) any loss, error, delay, misdirection, corruption or unauthorized alteration or interception of a message sent through the internet, telephone or any other means, or any unauthorized access to a service, account or information;
- (c) any failure to execute or error in executing your instructions;
- (d) any error, malfunctioning, interruption, suspension, inadequacy or failure of any software, equipment or system;
- (e) anything including any computer virus which may impair the functions of computer hardware or

software;

- ( f ) any loss or damage arising from termination of your account or any service provided to you; or
- ( g ) any damage, loss or gross-up suffered due to our exercise of any of our rights or requirements under these Terms and Conditions, including, but not limited to any disclosures, actions or withholdings under Clause 4.

10.2 We are not liable for any loss caused by a third party, government, market disruption or any event beyond our control. In respect of our act or omission, we are only liable for negligence or fraud. We are not obliged to account to you if our relevant office is prevented from acting.

10.3 Subject to clause 10.6 below, we are not liable for any indirect, special, incidental or consequential damages.

10.4 Any information provided by us is for your reference only. Unless otherwise expressly stated, it is not an offer. You acknowledge that we do not give any representation, guarantee or assurance as to any information or the outcome of any investment. Any price, rate or other quotation provided is only indicative, unless otherwise expressly stated, and may be changed without notice until we have confirmed acceptance of your offer. Unless otherwise expressly stated, the prices payable by you do not include, and you will in addition pay, applicable taxes, duties, levies, reasonable fees and expenses.

10.5 We need not verify the validity or genuineness of any documents which we reasonably believe to be genuine.

10.6 Clauses 10 and 11 operate to the extent permitted by applicable law.

## **11. Your indemnity**

11.1 You will indemnify us and our directors and employees against any liability, reasonable loss or expense (including tax or levy) arising from your instructions, your account or the provision of a service to you, unless we are negligent or guilty of wilful misconduct.

11.2 You will indemnify us against any act or omission by you or your employees or agents including any breach of these Terms and Conditions or the terms or conditions applicable to an account, service or transaction. You will pay us all expenses (including legal fees and our administrative expenses) in reasonable amounts and reasonably incurred in the exercise or enforcement of our rights including in recovering any sum from you or obtaining any advice we consider necessary in relation to your account.

11.3 We may at your reasonable costs employ third party agencies to collect overdue sums from you.

## **12. Your representations**

12.1 You represent to us that:

- ( a ) unless you have notified us otherwise in writing, you are the sole beneficial owner of your accounts, free from third party claims or interests and will enter into each transaction as principal and not as agent for any other person;
- ( b ) all documents you deliver to us are valid and complete;
- ( c ) you have made your own independent decision to enter into each transaction and as to whether the transaction is appropriate for you based upon your own judgment or upon advice from such third party adviser as you consider necessary: you understand and accept the terms and risks of

the transaction and will not rely on our advice or recommendation;

- (d) you have full capacity and authority to perform your obligations under these Terms and Conditions and each transaction;
- (e) the performance and enforcement of your obligations will not violate any law or regulation; and
- (f) your obligations are legal, valid and enforceable in accordance with their terms.

12.2 If you hold a client account, you represent and undertake to us that:

- (a) you have put in place reliable systems to verify client identity;
- (b) you have proper systems and controls to allocate funds in the pooled account to the individual underlying clients;
- (c) we may make reasonable enquiries about transactions passing through the accounts; and
- (d) you are satisfied as to the source of the funds used to open the account or passing through the account.

12.3 These representations are deemed repeated on the day each transaction is entered into and will survive termination of our services.

### **13. Set-off and lien**

13.1 If any sum is payable by you but unpaid or if any claim is made by a third party, you expressly authorize that we may, without prior notice, combine all or any of your accounts anywhere with us whether held singly or jointly with others and all your liabilities (whether actual or contingent, primary or collateral, future or existing, alone or jointly with others, matured or not). For such purpose, we may convert any currency into another currency at our spot rate, treat future liabilities as presently due after a discount by us to present value in a commercially reasonable manner, and reasonably estimate the amounts of contingent or unquantified liabilities. This is not intended to create a security interest.

13.2 You expressly authorize that we may debit one or more of your accounts with any amounts (or part thereof) payable by you.

13.3 Your property (of any nature, wherever situate, and whether held by us for safe custody or otherwise) is subject to a lien in our favour. If you do not perform any of your material obligations owed to us or any of our affiliates, you expressly authorize that we may sell any of your property or part thereof at such price, on such terms and by such method as we may reasonably determine. We may apply the net proceeds to reduce your liability (whether or not arising from these Terms and Conditions).

### **14. Changes**

14.1 Subject to Clause 14.2, we may change our services, the manner of operation, any requirements, time limits or monetary amounts, or impose restrictions, or suspend or withdraw any services (for all or any account or accounts). We may vary the name of a service. We may change our business hours or the hours during which a service is available. Such changes may be made without notice or liability.

14.2 We may change any terms and conditions applicable to any service or account at any time by notice to you. The notice will take effect, if the changes affect fees, charges, or your rights or obligations, and where practicable, after 30 days.

14.3 When it is necessary in our view to protect our interests, we may (but is not obliged to) immediately



suspend or freeze any accounts or services. We may freeze your if we have notice that a petition has been presented for your bankruptcy or liquidation, or that a meeting has been called to consider a resolution for your liquidation, or that your partnership has been dissolved, or of any analogous process under any law, or of any third party claim or of your death or mental incapacity, or if there appears in our opinion in good faith to be any irregularity in connection with your account.

**15. Evidence**

15.1 Our accounts and records (in any form) are conclusive of the matters or facts therein stated and are binding on you, except for manifest error. You agree that they will be admissible in any court or tribunal as evidence of the facts and matters recorded in them. You expressly agree that we may record conversations with you without further warning.

15.2 We reserve the right to regard all calculations, estimates and determinations by us are conclusive and binding on you, except for manifest error.

15.3 We may destroy any document relating to your account after recording it in a manner reasonably determined by us. Records will only be retained for the period determined by us.

15.4 We may correct any error in any document or record without prior notice.

**16. Communications**

Without affecting other methods of communication, you agree to receive communications sent by one or more of the following means, and such communications are deemed to be received by you:

- (a) on posting for 3 business days in one or more of our banking halls in Macau;
- (b) 3 business days after publication as an advertisement in a Macau newspaper;
- (c) 3 business days after posted on the website of the Bank;
- (d) When left at any of your address on our record, or 48 hours after mailing to such address or 7 days if the address is overseas;
- (e) When sent by electronic mail or message or facsimile to any of your email address or equipment or facsimile number on our record; or
- (f) When communicated including by leaving a voice message, if by telephone to any number on our record or other oral communication, notwithstanding return through the post (in the case of a mailing), or your death or incapacity.

**17. Termination**

17.1 You may terminate an account or service after you have given 30 days prior written notice to us or a shorter notice accepted by us, and complied with our reasonable requirements and paid our reasonable fees.

17.2 You agree that we may terminate your account upon giving of 14 days' notice where (i) we are required to do so in accordance with any local or foreign legal or regulatory provisions to which we, and/or any Bank Group Company may be or become legally or voluntarily bound under any local or foreign law, regulation or voluntary arrangement; (ii) you refuse to provide or update, upon request, any documents or information pursuant to Clause 3.1 of the These Terms and Conditions; or (iii) you refuse, withhold or withdraw any of the consents and/or representations made to us under these Terms and Conditions, including, but not limited to the consents set out in Clauses 4, 12, 18 and the Personal Data Statement that is a part of these

Terms and Conditions.

- 17.3 We may at any time, by 14 days' prior notice to you, close your account. The notice may, if necessary, take effect immediately.
- 17.4 Within 14 days (or such longer period as we agree) after the termination of your account, you will give us instructions for the delivery (at your risk and subject to our rights) of your property (if any), and pay all reasonable fees and expenses. If you have not done so, we will continue to hold the property at your risk and subject to our rights, but without the obligations, under these Terms and Conditions. No interest will be payable on any credit balance as from the date of termination.
- 17.5 Termination of an account or a service will not affect accrued rights or subsisting transactions. We may cancel, close out or complete any outstanding instruction or contract. Clauses 2 (Information), 7 (Payments / delivery), 8.4 (overdue interest), 10 (Limit of our liability), 11 (Your indemnity), 13 (Set-off and lien) and 15 (Evidence) will survive termination.

## **18. Miscellaneous**

18.1 If you are 2 or more persons:

- (a) your obligations are joint and several; references to you include any one of you;
- (b) any of you has full authority to bind all of you in all matters, unless otherwise agreed. In the event of conflicting instructions, we may refuse to act. The signing arrangement may only be changed by all of you;
- (c) payment or delivery of anything to any one of you discharges our obligations to all of you; sums payable to any one of you may be credited into your joint account;
- (d) a communication to any one of you is effective communication to all of you;
- (e) we may compromise, discharge or deal with one or more of you, without affecting the liability of the others;
- (f) we may apply the balance in your joint account to reduce any liability of one or more of you;
- (g) Provided that it will not infringe applicable laws, upon the death of any of you, the Bank shall act in accordance with the instruction of the survivor;
- (h) any one of you may, by written notice to us freeze the account. You will notify the others of your decision. The account can only be reactivated by all of you;
- (i) an account may only be closed in accordance with the signing arrangement in your mandate; and
- (j) you represent and declare that you have obtained express consent from any other person(s) holding your account with you to the sharing of their information in accordance with and for the purposes of Clause 4.5 of these Terms and Conditions, that you obtained their express waiver of our Bank and Bank Group Company's bank secrecy duties regarding their information for the purposes of their disclosure to any local or foreign public or private entities (including but not limited to the counterparties or other third party services providers), authorities or regulators, including, but not limited to local or foreign regulators and/or foreign tax authorities, that you have obtained their consent to any withholdings in accordance with Clause 4.6 of these Terms and Conditions (to the extent that they may be determined to apply to said person(s)) and that

you have obtained their unequivocal consent to the sharing of their personal data for the purposes set out in Personal Data Statement that is a part of these Terms and Conditions, and you agree to inform us immediately if you have failed or ceased to obtain any such consents and/or waivers.

18.2 If you are a partnership:

- (a) no restrictions in your partnership agreement will bind us, and your account will be governed by these Terms and Conditions; all partners, whether general, special or limited, will be jointly and severally responsible;
- (b) unless otherwise agreed by us, you will give us a new mandate and open a new account on admission of any new partner;
- (c) notwithstanding notice of any change in your constitution or dissolution, the remaining partners will have full powers to deal with your accounts in any way. We may open accounts for the new firm in the same name and collect for the new firm any payments designated for the old firm without enquiries;
- (d) upon the death of any of you, the firm continues to own the cash or other property in the account; and
- (e) you represent and declare that you have obtained express consent from all partners, managers and directors to provide their personal data, and that you have obtained their unequivocal consent to the sharing of their information in accordance with and for the purposes of Clause 4.5 of these Terms and Conditions, that you obtained their express waiver of our Bank and any Bank Group Company's bank secrecy duties regarding their information for the purposes of their disclosure to any local or foreign public or private entities (including but not limited to the counterparties or other third party services providers), authorities or regulators, including, but not limited to local or foreign regulators and/or local or foreign tax authorities, that you have obtained their consent to any withholdings in accordance with Clause 4.6 of these Terms and Conditions (to the extent that they may be determined to apply to said person(s)) and that you have obtained their unequivocal consent to the sharing of their personal data for the purposes set out in Personal Data Statement that is a part of these Terms and Conditions, and you agree to inform us immediately if you have failed or ceased to obtain any such consents and/or waivers.

18.3 If you hold your account for another person, or are acting as guarantor, beneficial owner, designated account holder, payee of a designated payment, a representative, agent or nominee, or any trustee, settler or protector of a trust for another person, you represent and declare that you have obtained express consent from any such persons with whom you may have a relevant relationship for the purposes of your account and our services to provide their personal data, and that you have obtained their unequivocal consent to the sharing of their information in accordance with and for the purposes of Clause 4.5 of these Terms and Conditions, that you obtained their express waiver of our Bank and any Bank Group Company's bank secrecy duties regarding their information for the purposes of their disclosure to any local or foreign public or private entities (including but not limited to the counterparties or other third party services

providers), authorities or regulators, including, but not limited to local or foreign regulators and/or local or foreign tax authorities, that you have obtained their consent to any withholdings in accordance with Clause 4.6 of these Terms and Conditions (to the extent that they may be determined to apply to said person(s)) and that you have obtained their unequivocal consent to the sharing of their personal data for the purposes set out in Personal Data Statement that is a part of these Terms and Conditions, and you agree to inform us immediately if you have failed or ceased to obtain any such consents and/or waivers. Furthermore, you accept joint and several, personal responsibility in relation to your account, in addition to the responsibility of that other person. You confirm that you are fully authorized to open, operate and close the account. You will indemnify us against any liability, reasonable loss or expense arising from any transaction involving the account.

- 18.4 Our rights are not affected by your death, incapacity, reorganization, change in constitution, insolvency, bankruptcy or liquidation.
- 18.5 The terms and conditions applicable to an account or a service apply to all outstanding and future transactions.
- 18.6 You will be responsible for filing tax and other returns and reports on the transactions we handle for you.
- 18.7 You will, where necessary, obtain and maintain at your own cost suitable equipment, facilities and connections (including computer, software and communications connections) to use a service. You are responsible for all telephone, internet service and other charges incurred.
- 18.8 You may not without our prior consent (acting reasonably) assign, transfer or encumber your account or any transaction with us. We may assign or transfer all or any of our rights and obligations.
- 18.9 Rights are cumulative, may be exercised many times and are not exclusive of the rights and remedies provided by law. If any provision or part thereof is invalid, all other provisions remain in full force and effect.
- 18.10 A failure or delay in exercising any right will not operate as a waiver, and a single or partial exercise of any right will not preclude any further exercise of that right or the exercise of any other right.
- 18.11 Our terms and conditions and all transactions with you are, unless otherwise agreed, governed by the laws of the Macau Special Administrative Region. The parties submit to the non-exclusive jurisdiction of the Macau courts.

#### **Schedule 1: Banking services**

##### **1. Collections/payments in**

- 1.1 We may decline (without giving reason) or accept (subject to conditions) an item for collection. You will pay our reasonable collection expenses, including our charges and those of the paying bank and any correspondents. We may clarify any ambiguity before crediting your account. In the absence of negligence or wilful misconduct, we are not liable for any failure, delay, loss or damage in the process of collection. Unless specifically agreed, we will not arrange for protest or similar actions to be taken.
- 1.2 We may at our discretion decline to collect a cheque if the account name is different from the payee's name even though the cheque bears an endorsement.

- 1.3 If not collected in person, we may return any document or item by post to you at your risk.
- 1.4 You confirm that you are the sole owner of all items you ask us to collect or discount for you. You authorize us (acting reasonably) to give any guarantees in respect of items collected for you. We may at our discretion select which items to purchase and which to collect.
- 1.5 Items deposited after our daily cut-off time are treated as received on our following business day. Items deposited for collection before the cut-off time interest will be credited on the day of effective collection. If the cheque is dishonoured, the interest will be reversed, and reasonable charges will apply.
- 1.6 Interest will only accrue after the funds of an inward remittance are credited to your account. We will notify you within a reasonable time after receipt of the payment. For incoming cross-border payments, you may use the remitted funds only after receipt of the funds is confirmed and any necessary checking is completed. If we are unable to do so, we will notify you and provide an explanation, unless there are strong justifications not to do so.
- 1.7 Acting reasonably, we may, on request by our correspondent or the paying bank, and without liability, refund any amount collected that has not been paid out to you.
- 1.8 Our count of anything deposited by you is binding on you, except for manifest error.
- 2. Payments out/remittances**
- 2.1 A Payment instruction may only be acted on if there are sufficient cleared funds in the relevant currency in your account for a full payment, and if our requirements have been complied with. Such requirements may include amount limits, and restrictions on the office from which a withdrawal may be made. In particular, withdrawals in cash or by electronic means may be subject to limits.
- 2.2 If we make a payment to you or on your behalf including paying a cheque, without sufficient cleared funds in your account or beyond an overdraft limit, you will repay to us the resulting debit together with interest and our reasonable charges.
- 2.3 We are authorized to pay the bearer of a withdrawal instruction which we believe is signed by you, but may require your personal attendance.
- 2.4 A request to stop or alter a payment may be subject to satisfactory evidence, indemnity and, in the case of a draft issued by us, return of the original draft. We are not responsible if payment cannot be stopped or altered; charges will not be refunded. A refund may only be made after we have confirmed, for example, with a correspondent or the receiving bank that the payment order has been cancelled, and after receiving cleared funds and deducting all reasonable expenses and, if applicable, converting the payment currency into Hong Kong dollars at our spot rate. In the absence of negligence or willful misconduct, we will not be responsible for any delay or loss (from exchange rate movements, of interest or otherwise).
- 2.5 In the absence of negligence or wilful misconduct, we are not responsible for any delay or failure in effecting a payment or remittance or delivering any item. We are not responsible as to when the receiving bank pays your payee or if it fails to do so, or to recover any payment from it. Our correspondents and we may do or refrain from doing anything that they or we believe is required in order to comply with any applicable foreign law, regulation or custom. All such actions and omissions bind you.
- 2.6 Funds sent out of Macau may be subject to currency conversions in Macau or at the destination. Unless

otherwise agreed, a remittance will be made in the currency of the country in which the payment is to be made, and reasonable charges (including those of our correspondents) will be deducted before payment to the payee.

- 2.7 We are not responsible to advise you on the requirements of any local or foreign law, regulation or custom including exchange control. You are advised to make your own enquiries.
- 2.8 We may remit an amount to, or draw a draft payable at, a place different from that required by you if we reasonably believe that it is necessary to do so.
- 2.9 If a provisional exchange rate is used in your application for a remittance or draft, we may debit any deficit or credit any gain to your account without prior notice after we have reasonably determined the applicable exchange rate.
- 2.10 We will take reasonable steps to comply with your value date for a remittance, but do not guarantee that your request can be met. Local and overseas cut-off times and other procedures may apply before the payee or its banker will receive payment.
- 2.11 You authorize us to disclose your personal information and information relating to your remittances to the banks and other entities involved and to the authorities.
- 2.12 A service that permits payment to third party accounts involves risks, for example, an unauthorized person obtaining access to your account may pay funds to third party accounts.

### **3. Accounts**

- 3.1 For certain accounts, we will pay interest on your credit balance. Interest will be calculated at the rate, and be credited to your account at the time, determined by us from time to time. Different currencies may have different rates. Interest will be calculated for each day over a 360 or 365 day year according to our practice for the relevant currency. If an account is closed before a date for crediting interest, we may pay interest up to the preceding month or up to any date reasonably chosen by us in accordance with our practice.
- 3.2 If a passbook is issued for your account:
  - (a) the passbook should be presented for every counter transaction. You should examine the passbook after each transaction to ensure that proper entries have been made, and promptly inform us of any error;
  - (b) the passbook is for your reference only and may not show the correct balance, for example, a transaction may have been made without an entry in the passbook. The balance as shown in our records is the correct balance, except for manifest error.
- 3.3 If an account card is issued for your account, the card should be presented for every counter transaction.
- 3.4 Acting reasonably, we may without liability dispense with production of a passbook or account card.
- 3.5 You should keep your passbook and account card under lock. You should promptly report any loss to us. We are not responsible for any payment made before we have a reasonable time to act on your report. A new passbook, account card and account number may be issued subject to satisfactory indemnity, explanation, and payment of our reasonable charges.
- 3.6 Passbooks and account cards are our property. They are not transferable. You should do not tamper with them in any way.

3.7 We may charge reasonable fees or the interest rate applicable may be zero if your account balance is less than the minimum required by us, or if your account is inactive for such time as we reasonable specify. Restrictions may apply to an inactive account.

3.8 In accordance with market practice, we may levy charges on credit balance. If an account is closed within 3 months, we may charge a reasonable charge.

#### **4. Cheques**

4.1 Cheques should only be drawn on the form provided by us, and should only be used for the accounts permitted by us.

4.2 You will be responsible for all losses and reasonable expenses if you fail to exercise reasonable care in drawing cheques or if you draw them by a means or in a manner that may facilitate alteration, fraud or forgery.

4.3 We may deliver a cheque book to you in person or, at your risk, to the bearer of your instruction or by ordinary mail or registered mail to your correspondence address and debit your account for the postage.

4.4 On receiving a new cheque book, you should check the serial numbers, account number, your printed name and the number of the cheques. You should promptly report any irregularities to us.

4.5 You will keep your cheque books under lock. You should promptly report the loss of any cheque to us. We are not responsible for any payment made before we have a reasonable time to act on your request to stop payment or on your report of lost cheque.

4.6 We may return a cheque unpaid if it is not signed in accordance with your specimen signature on our record, or is incorrectly completed, altered without your full signature, mutilated or out-of-date. Reasonable charges will apply. Change of your specimen signature will become effective only after we have recorded it.

4.7 We are not responsible for any alteration of a cheque or instrument that cannot be detected with reasonable care.

4.8 If several cheques are presented for payment simultaneously, we may in good faith without liability determine the order for payment.

4.9 After closing your account we may without liability return unpaid any cheque subsequently presented.

4.10 You will return all unused cheques to us on closing your account.

4.11 Overdrafts are granted at our discretion. Interest and fees will be charged at the rate and in the manner we determine from time to time. We may at any time reduce, cancel, suspend or increase an overdraft facility, or demand immediate repayment of all outstanding amounts and interests.

4.12 A "cheque" includes, to the extent applicable, a bill, draft, order and other payment instrument.

#### **5 Deposits**

5.1 Fixed, call and other deposits may only be made in the currency and minimum amount, for the period and at the rate accepted by us and as stated in a deposit confirmation issued by us. Any other rates and information provided by us are not binding.

5.2 You should examine each deposit confirmation carefully, and notify us promptly of any error. We may require surrender of the original confirmation in good order to withdraw the deposit. A new deposit confirmation or an auto renewal notice will be issued on renewal.

- 5.3 Deposits may not be uplifted before maturity. For a call deposit, maturity refers to the expiry of your notice of the agreed period to us. We may permit an early uplift subject to payment of our losses, reasonable expenses and charges. We reserve the right not to pay interest on the deposit if an early uplift is permitted, and you may be required to repay any interest paid.
- 5.4 Interest on a deposit is only calculated on the principal amount of the deposit at the agreed rate for the number of days from the effective date of the deposit up to but excluding the maturity date. For call deposit, interest will be calculated on a daily basis at the fluctuating rates quoted by us for deposits of comparable amount and term.
- 5.5 A deposit, which would otherwise mature on a non-business day, matures on our next business day.
- 5.6 We may (but are not obliged to) pay interest on a matured deposit that is not renewed or withdrawn at our savings account rate or any other rate determined by us or renew the deposit for the same period at the rate for similar deposits quoted by us at close of business on the renewal date. A deposit to be automatically renewed will carry interest at the rate for similar deposits quoted by us at close of business on the renewal date.

## **6 Foreign currencies**

- 6.1 **"Foreign currencies"** means currencies other than Patacas or Hong Kong dollars and accounting units accepted internationally a equivalent to currency which we agree are available for the purposes of our services.
- 6.2 We may settle foreign currency transactions in Patacas or Hong Kong dollars or the foreign currency, and may convert any currency into another currency at our spot rate.
- 6.3 Deposits of foreign currency into a foreign currency account may be subject to restrictions. If accepted, a reasonable commission in lieu of exchange and our reasonable charges will be payable.
- 6.4 We may pay withdrawals after deducting a reasonable commission in lieu of exchange and our reasonable charges, by one or more of the following methods, without liability for any loss thus incurred:
- (a) by telegraphic or other transfer in the relevant currency;
  - (b) by issuing a draft in the relevant currency on such bank at such place as we reasonably determine;
  - (c) subject to availability at the relevant branch, in cash in the relevant currency;
  - (d) by payment in Patacas or Hong Kong dollars at our T/T or bank notes rate (at our choice) for buying Patacas or Hong Kong dollars.

## **7 ATM Cards**

- 7.1 A card and password may be issued to you to access through such ATMs (automatic teller machines), point of sale terminals and other devices such accounts and services as are provided by us on the relevant channel from time to time.
- 7.2 Cheques and cash (but not coins) in the currency notified by us may be deposited into an ATM but are subject to our verification, which will be binding on you, except for manifest error. If we are aware of a discrepancy, we will notify you as soon as practicable. Verification may not take place on the day of deposit. You will not be able to withdraw or use the funds before they are cleared and credited to your account.



- 7.3 Your card may only be used by you and is not transferable. Cards are our property. You will surrender your card to us on request. You will remain responsible for all transactions on your card before its return to us.
- 7.4 A replacement card may be issued subject to conditions and reasonable charges. A lost card that is subsequently found may not be used without our prior agreement.
- 7.5 You authorize us to debit your account with the amount of any transaction involving the use of your card or password or both. However, you will not be responsible for any amounts wrongly charged to your accounts and any interest thereon:
- (a) in the event of misuse when the card has not been received by you;
  - (b) for all transactions not authorized by you after we have been given adequate notification that the card or PIN has been lost or stolen or that someone else knows the PIN (unless you have acted fraudulently or with gross negligence, or allowed a third party to use your password, or failed to comply with your obligations under Clause 6.3 or 6.4 relating to password);
  - (c) when faults have occurred in the terminals, or other systems used, which cause cardholders to suffer direct loss unless the fault was obvious or advised by a message or notice on display; and
  - (d) when transactions are made through the use of counterfeit cards.
- 7.6 A card does not entitle you to credit.
- 7.7 In the absence of negligence or wilful misconduct, we are not responsible if you are not able to use your card or password or for the malfunctioning of any card, ATM or other device. We are not responsible for any goods or services bought by you with the use of a card or password. You will make any claim only against the supplier of the goods or service.
- 7.8 Cancelling a card does not cancel the account.
- 7.9 If we are a party to a shared electronic system, we will not avoid liability to you in respect of any loss arising from the use of the card either caused or contributed by another party to the system.

## **Schedule 2: Electronic services**

1. Electronic services (on the Internet, telephone, or other electronic network or devices as advised by us) allow you to access such services as are provided by us on the relevant channel from time to time. Your instructions may be processed automatically by computers without oversight.
2. You understand and acknowledge that electronic services are provided as an additional service or channel to receive instructions from you, and shall not be considered as a substitute for other accepted methods of giving instructions. You will use other methods or channels to give instructions to us if electronic services are not available.
3. You acknowledge that if internet banking service is used to purchase securities, such service is offered only in jurisdictions where and when it may be lawfully offered. Such service and information relating to such service are not intended for access or use by persons in other jurisdictions. You are aware of and will observe any applicable laws and regulations.
4. By subscribing to an electronic services, you confirm that you have appropriate equipment and facilities to, and agree to, receive our electronic communications which may be sent in lieu of paper or other

communications.

5. You will not access our electronic services except with an equipment (and software) and in a communications format permitted by us, or for any purpose or in any way other than to access an available service in a reasonable manner. You will ensure that the contents of a message sent by or on your behalf are not inconsistent with applicable law.
6. As between the parties, a contract concluded by electronic messages is concluded in Macau and at the time when our final confirmation of your instructions is dispatched. If you do not receive a confirmation, you must check with us.
7. Electronic messages are treated as a writing signed by the sender. Neither party will contest the validity of a contract concluded by electronic messages on the grounds that it was so concluded.
8. If a re-confirmation has been requested from you, your instructions are not effective unless re-confirmed within time.
9. If your instruction has not been accepted by our system for any reason (for example, after a cut-off time), you should try again. Our system will not reprocess your instruction automatically. Our system may process your instruction without checking even if it conflicts with other information.
10. Your statements of account may be sent to you by posting at a secure location on our website accessible by your password. You will read them without delay.
11. We may accept or reject an instruction received by our system that is not related to an available service on the relevant channel.
12. You will communicate with us in relation to a transaction through the same communication channel. You will, when required, quote the transaction number assigned by us. Acting reasonably, we may use any available channel.
13. You acknowledge that an accepted instruction may be rejected by reason of computer operations. You will check whether your instructions have been executed. We will not notify execution or non-execution.
14. You acknowledge that electronic instructions given by your password may be used to register any accounts for the purposes of an electronic service, so that such accounts may become accessible by electronic instructions.
15. You will not alter, circumvent or interfere with the operation of our services or website. You will not alter any form downloaded by you without our consent.
16. Transactions and messages shown on or printed out from your computer or other equipment are for your reference only.
17. We may download information including identification data to your computer or equipment.
18. You are regarded as having received a communication when it is dispatched by our system or posted on our website.
19. Records will only be retained in our system or website for the period reasonably determined by us.
20. Hyperlinks to other sites are provided for your convenience only. They are not our recommendation or endorsement of the other sites. We are not responsible for the contents of the other sites, and have not verified them.

21. Our website is hosted by us and is connected to the Internet via an independent service provider, who is not our agent. While we have selected a reputable service provider, we are not responsible for their act or omission.
22. To the extent applicable, this Schedule also applies to plastic cards issued by us.

[In case of doubt between Chinese and English version, shall always be prevail the Chinese version]

## 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 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, the Bank Group, counterparties and other third party services providers.

**"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 non-compliance)** with **the Bank, any Bank Group company, counterparties or other third party services providers'** 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, any Bank Group Company, counterparties or other third party services providers 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 objects;
- 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 subject's 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 obligation, requirement, policy, procedure, measure, international convention or agreement, rule, regulation or arrangement for disclosing and/or reporting data or information to any domestic or foreign legal person, entity (including but not limited to the counterparties or other third party services providers) or public 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, rule, regulation, international convention or agreement, guideline, 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 rule, code of practice, and/or guideline of a binding nature in any jurisdiction; any contractual or other commitment or voluntary arrangement, for compliance with sanction, 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 subject's 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's entities

worldwide, for whatever purpose, including, but not limited to taking action against the data subject;  
and

xvii. fulfill any other purposes relating thereto.

6. The data subject consents and agrees 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 or a counterparty or a third party services provider 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 subject's account (by providing a copy of a deposit confirmation slip which may contain the name of the data subject);
- iii. credit reference agencies, and, in the event of default, the debt collection agencies;
- iv. any local or foreign person, entity (including but not limited to counterparties or other third party services providers) 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 subject 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 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.
10. 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

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 and the English version shall not affect the construction of this text.)