

INDUSTRIAL BANK CO., LTD. (A JOINT STOCK COMPANY INCORPORATED IN P.R.C WITH LIMITED LIABILITY), HONG KONG BRANCH (the “Bank”)

The Personal Data (Privacy) Ordinance (the “Ordinance”) – Personal Information Collection Statement

- (a) The Bank will ensure that all personal data submitted to it are handled in strict adherence to the relevant provisions of the Ordinance.
- (b) From time to time, it is necessary for customers and various other individuals (including but not limited to applicants for banking/financial services and facilities, sureties and persons providing securities or guarantees for banking facilities, shareholders, directors, officers and managers of corporate customers, and other contractual counterparties) (collectively, the “**Data Subjects**”, each, a “**Data Subject**”) to supply the Bank with personal data in connection with the opening or continuation of accounts with the Bank and the establishment or continuation of banking facilities or provision of banking services by the Bank in compliance with any laws or guidelines issued by regulatory or other authorities (“**Services**”). The purposes for which personal data relating to the Data Subjects may be used by the Bank are divided into obligatory purposes and voluntary purposes.
- (c) If the personal data are to be used for an obligatory purpose, the relevant Data Subject **MUST** provide his/her personal data to the Bank if s/he wants the Bank to provide the Services. Failure to supply such personal data may result in the Bank being unable to provide such Services. If the personal data are only to be used for a voluntary purpose, the relevant Data Subject can tell the Bank not to use his/her personal data for that purpose and the Bank will not do so.
- (d) Personal data is collected from Data Subjects during the ordinary course of the continuation of the Bank’s relationship with Data Subjects, such as when Data Subjects draw cheques, deposit money, apply for credit or repay loans. This includes information obtained from credit reference agencies.
- (e) The circumstances under which personal data relating to Data Subjects may be used for obligatory purpose (unless otherwise stated hereunder) are as follows:-
 - (i) the daily operation of the services and credit facilities provided to Data Subjects or the Bank’s corporate customers;
 - (ii) provision of bank references;
 - (iii) conducting credit checks (including without limitation upon applications for credit and upon periodic or special reviews of credit) and carrying out matching procedures (as defined in the Ordinance);
 - (iv) building and maintaining the Bank's credit and risk related systems;
 - (v) maintaining a credit track record of Data Subjects (whether or not there exists any relationship between Data Subjects and the Bank) for present and future reference;
 - (vi) assisting other financial institutions, credit card issuing companies and debt collection agents to conduct credit checks and collect debts;
 - (vii) monitoring ongoing credit worthiness of Data Subjects;
 - (viii) designing banking/financial services or related products for Data Subjects' use;
 - (ix) as a voluntary purpose, marketing of services or products and other subjects (please see further details in paragraph (q) below);
 - (x) determining the amounts of indebtedness owed to or by Data Subjects;

- (xi) enforcement of Data Subjects' obligations, collection of debts owed by Data Subjects and from 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 that it is expected to comply according to:-
 - (01) any law binding or applying to it within or outside the Hong Kong Special Administrative Region ("**Hong Kong**") existing currently and in the future;
 - (02) 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; and
 - (03) 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 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 or other unlawful activities;
 - (xiv) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of Data Subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
 - (xv) fulfilling any other purposes relating thereto.
- (f) Personal data held by the Bank relating to a Data Subject will be kept confidential but the Bank may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph (e) above (all obligatory except paragraph (e)(ix) above):-
- (i) head office of the Bank located in the People's Republic of China, any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment data processing or storage, securities clearing or other services to the Bank in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to the Bank including a group company of the Bank 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 the 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, also to the debt collection agencies;
 - (vi) any person to whom the Bank is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank, 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 is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank 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 participant or sub-participant or transferee of the Bank's rights in respect of the Data Subject;
- (viii) as a voluntary purpose, selected persons (whether in return for money or other property) for use in direct marketing (please see further details in paragraph (q) below);
- (ix) any party giving or proposing to give a guarantee or third party security to guarantee or secure the Data Subject's obligations; and
- (x) also the following parties:-

- (01) the Bank's group companies;
- (02) third party financial institutions, insurers, credit card companies, securities and investment services providers;
- (03) third party reward, loyalty, co-branding and privileges programme providers;
- (04) co-branding partners of the Bank and the Bank's group companies (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);
- (05) charitable or non-profit making organisations; and
- (06) 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 (e)(ix) above.

- (g) The personal data and information provided by Data Subject would not be disclosed to parties other than set out in paragraph (f) above unless such disclosure is made with Data Subject consented to and/or the disclosure is permitted or required by any law binding on the Bank to the extent allowed under the Ordinance.
- (h) The Bank is committed to keeping secure the personal information held by us. The Bank will ensure an appropriate level of protection for personal data in order to prevent unauthorized or accidental access, processing, destruction, loss or other use of that data, commensurate with the sensitivity of the data and the harm that would be caused by occurrence of any of the said events. The Bank will take all reasonable precautions with a range of practices and policies in place to protect the personal information from misuse and loss and from unauthorized access, modification or disclosure and to provide a robust security environment. The Bank's security measures include, but are not limited to:-
 - (i) educating the Bank's staff as to their obligations with regard to personal information, including but not limited to data process, handling, storage, retention and destruction;
 - (ii) employing firewalls, intrusion detection systems and virus scanning tools to protect against unauthorized persons and viruses from entering the Bank's systems;
 - (iii) using dedicated secure networks or encryption when the Bank transmits electronic data for purposes of outsourcing; and
 - (iv) ensuring physical security controls in place to protect against unauthorized access to buildings.
- (i) If the Bank engages external service providers to handle or process personal data (whether within or outside Hong Kong) on the Bank's behalf, the Bank will adopt contractual or other means to prevent unauthorized or accidental access, processing, erasure, loss or use of the data transferred to the external service providers for processing.

- (j) The personal data and information provided by Data Subjects will not be kept longer than necessary for the fulfillment of the purposes for which the personal data and information are or are to be used at the time of the collection and for compliance with the legal, regulatory and accounting requirements from time to time.
- (k) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data (the “**Code of Practice**”) approved and issued under the Ordinance, any Data Subject has the right:-
 - (i) to check whether the Bank holds data about him/her and access to such data;
 - (ii) to require the Bank to correct any data relating to him/her which is inaccurate;
 - (iii) to ascertain the Bank’s policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - (iv) in relation to consumer credit, 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 agencies or debt collection agencies; 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 agencies to delete such account data from its database, as long as the instruction is given within 5 years of termination and at no time was there any default of payment in relation to the account lasting in excess of 60 days within the 5 years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being (i) amount past due and number of days past due, (ii) date of settlement of amount past due, (iii) date of final settlement of amount in default lasting in excess of 60 days (if any)).
- (l) In the event of any default in 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 as measured by the Bank from the date such default occurred, the account repayment data (as defined in paragraph (k)(v) above) of the Data Subject may be retained by the credit reference agencies until the expiry of 5 years from the date of final settlement of the amount in default.
- (m) 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 (k)(v) above) may be retained by the credit reference agencies, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of (i) 5 years from the date of final settlement of the amount in default or (ii) 5 years from the date of discharge from a bankruptcy as notified by the Data Subject with evidence to the credit reference agencies, whichever is earlier.
- (n) The Bank may have obtained a credit report on the Data Subject and any of his/her sureties from a credit reference agency in considering any application for credit. If the Data Subject or any of his/her sureties wishes to access the credit report, the Bank will provide the contact details of the relevant credit reference agency.
- (o) Subject to paragraph (p) of this statement, the Bank may access the database of credit reference agencies for the purpose of credit review from time to time which may involve the consideration by the Bank of any of the following matters:-
 - (i) an increase in the credit limit;
 - (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit limit); or
 - (iii) the implementation of a scheme of arrangement with the Data Subject.

- (p) Under and in accordance with the terms of the Ordinance and the Code of Practice, all data which may be collected or held by the Bank from time to time in connection with mortgage(s) applied by a Data Subject on or after 1 April 2011 (whether as a borrower, mortgagor or guarantor and whether in the Data Subject's sole name or in joint names with others), the following data relating to the Data Subject (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to credit reference agencies:-
- (i) mortgage account general data:
 - (a) full name;
 - (b) 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);
 - (c) Hong Kong Identity Card Number or travel document number or certificate of incorporation number;
 - (d) date of birth or date of incorporation;
 - (e) correspondence address;
 - (f) mortgage account number in respect of each mortgage;
 - (g) type of the facility in respect of each mortgage;
 - (h) mortgage account status in respect of each mortgage (e.g. active, closed, write-off); and
 - (i) if any, mortgage account closed date in respect of each mortgage.
 - (ii) mortgage application data; and
 - (iii) where there is any outstanding default in payment for a period in excess of 60 days in relation to the mortgage loan, default data relating to such default.

The credit reference agencies will use the mortgage account general data supplied by the Bank for the purposes of compiling a count of the number of mortgages ("**Mortgage Count**") from time to time held by a Data Subject (as borrower, mortgagor or guarantor respectively, whether in the Data Subject's sole name or in joint names with others) with credit providers in Hong Kong (including the Bank), for sharing of such data in the consumer credit database of the credit reference agencies with credit providers in Hong Kong (subject to the requirements of the Code of Practice).

The Bank is entitled to access the Mortgage Count of the Data Subject through a credit report for the purposes of any of the following:

- (a) considering an application for a grant of a mortgage loan to the relevant Data Subject or another person for whom that Data Subject will act as mortgagor or guarantor; or
- (b) reviewing and renewing existing mortgage loans to the relevant Data Subject or another person for whom that Data Subject will act as mortgagor or guarantor; or
- (c) carrying out a review under the circumstances mentioned in (1) to (3) below:
 - (1) reviewing existing credit facility currently in default for a period of more than 60 days, with a view to putting in place a loan restructuring arrangement between the Bank and the relevant Data Subject;
 - (2) reviewing existing credit facilities where there is in place a loan restructuring arrangement between the Bank and the relevant Data Subject (whether or not other parties are involved), for implementation of the said arrangement by the Bank; or
 - (3) reviewing existing credit facilities, with a view to putting in place a scheme of arrangement with the relevant Data Subject as initiated by the Data Subject.

The relevant Data Subject has the right under and in accordance with the Code of Practice to instruct the Bank to request the credit reference agencies to delete from its database any account data and mortgage account general data relating to any terminated account.

(q) **USE OF DATA IN DIRECT MARKETING**

The Bank intends to use a Data Subject's personal data in direct marketing, being a **voluntary purpose** only and the Bank requires the Data Subject's consent (which includes an indication of no objection) for that purpose. The Bank may **not use** the personal data for direct marketing unless with the consent (including an indication of no objection) from the relevant Data Subject. In this connection, please note that:-

- (i) the name, contact details, products and other services portfolio information, transaction pattern and behaviour, financial background and demographic data of a Data Subject held by the Bank from time to time (the “**Specified Data**”) may be used by the Bank in direct marketing;
- (ii) the following classes of services, products and subjects (the “**Specified Services**”) may be marketed:-
 - (01) financial, insurance, credit card, banking and related services and products;
 - (02) reward, loyalty or privileges programmes and related services and products;
 - (03) 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
 - (04) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the Specified Services may be provided or (in the case of donations and contributions) solicited by the Bank and/or the following persons (the “**Users**”):-
 - (01) the Bank's group companies;
 - (02) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (03) third party reward, loyalty, co-branding or privileges programme providers;
 - (04) co-branding partners of the Bank and the Bank's group companies (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
 - (05) charitable or non-profit making organisations;
- (iv) in addition to marketing the Specified Services itself, the Bank also intends to provide the Specified Data to all or any of the Users for use by them in marketing the Specified Services, and the Bank requires the Data Subject's written consent (which includes an indication of no objection) for that purpose;
- (v) the Bank may receive money or other property in return for providing the data to the Users in paragraph (q)(iv) above and, when requesting the Data Subject 's consent or no objection as described in paragraph (q)(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.
- (vi) the Bank and the Users may also, from time to time, engage third parties to provide marketing services on their behalf, and may share the Specified Data with these third parties for direct marketing purpose.

To indicate consent/ no consent to the use/provision of his/her personal data for direct marketing purpose as described in this paragraph, the relevant Data Subject is required to fill out an “Statement relating to the Use/Provision of Personal Data in Direct Marketing” provided by the Bank (“Statement”) or provide the consent/no consent orally to the Bank, where applicable.

If a Data Subject does not wish the Bank to use or provide to other persons his/ her personal data for use in direct marketing as described above and also wants the Bank to advise other persons to stop using his/her data for such direct marketing purpose, the Data Subject may indicate so in the Statement or notify the Bank of the same at any other time.

- (r) The person to whom (i) consents, objections and opt-outs in relation to the use/provision of personal data for direct marketing purpose and (ii) requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed as follows:-

The Data Protection Officer
Industrial Bank Co., Ltd. Hong Kong Branch

Address : 12/F, One International Finance Centre, 1 Harbour View Street,
Central, Hong Kong
Fax : 2199 2680
Tel : 2199 2688
Email : dataprotection@cibhk.com

- (s) When handling a data access or correction request, the Bank will check the identity of the requestor to ensure that the requestor is the person legally entitled to make the data access or correction request. Data Subject should notify the Bank immediately if have any changes or/and correction regarding to the data. The bank will comply with such changes within 40 days after receiving the requests. 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.

A Data Subject may choose not to receive promotional material of the Bank at any time by notifying the Bank in writing.

- (t) Nothing in this statement shall limit the rights of Data Subjects under the Ordinance.
- (u) In case of discrepancies between the English and Chinese versions (if any) of this statement, the English version shall prevail.

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