

1 December 2016

FUBON BANK (HONG KONG) LIMITED and/or FUBON CREDIT (HONG KONG) LIMITED (each, a “Fubon Entity”)

Notice of Amendment to the “Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the “Ordinance”) and Consumer Credit Data” and “Global Terms and Conditions for Accounts and Services”

Fubon Bank (Hong Kong) Limited and Fubon Credit (Hong Kong) Limited have amended the “Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the “Ordinance”) and Consumer Credit Data” (which forms Appendix 2 of the “Global Terms and Conditions for Accounts and Services”) (the “Notice”) for the purpose of compliance with the requirements of automatic exchange of financial account information pursuant to the Inland Revenue (Amendment) (No. 3) Ordinance 2016. The highlights of amendments of the Notice are as below:

Amendment of clause (d) of the Notice: the purposes for which data relating to the data subjects may be used

- complying with the obligations, requirements or arrangements for disclosing and using data that apply to the relevant Fubon Entity or any of its group or their respective branches or that they are expected to comply according to:

(1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);

(please refer to clause (d)(x)(1))

(2) 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 the Hong Kong Special Administrative Region existing currently in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);

(please refer to clause (d)(x)(2))

The Notice and the related amendments will be effective from 1 January 2017.

Should you have any enquiries, please visit our branches or call our Customer Service Hotline at 2566 8181 during office hours.

Remarks: Should there be any inconsistency between the English and Chinese versions of this notice, the English version shall prevail.

FUBON BANK (HONG KONG) LIMITED and/or FUBON CREDIT (HONG KONG) LIMITED (each, a “Fubon Entity”)

Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the “Ordinance”) and Consumer Credit Data

(Effective from 1 January 2017)

- (a) From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking services and credit facilities, sureties and persons providing security or guarantee for credit facilities, shareholders, directors, officers and managers of corporate customers or applicants) (collectively “data subjects”) to supply a Fubon Entity with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services.
- (b) Failure to supply such data may result in the relevant Fubon Entity being unable to open or continue accounts or establish or continue banking facilities or provide banking services.
- (c) It is also the case that data are collected from data subjects in the ordinary course of the continuation of the banking relationship, for example, when data subjects write cheques or deposit money or effect a banking transaction or effect a financial transaction at an automated teller machine or generally communicate in writing or verbally with the relevant Fubon Entity by means of documentation or telephone recording system.
- (d) The purposes for which data relating to data subjects may be used are as follows: -
 - (i) the daily operation of the securities, banking and financial services and credit facilities provided to data subjects;
 - (ii) conducting credit checks or performing credit assessment at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
 - (iii) creating and maintaining the Fubon Entity's credit scoring models;
 - (iv) assisting other financial institutions to conduct credit checks and collect debts;
 - (v) ensuring ongoing credit worthiness of data subjects;
 - (vi) designing financial services or related products for data subjects' use;
 - (vii) marketing services, products and other subjects (please see further details in paragraph (g) below);
 - (viii) determining amounts owed to or by data subjects;
 - (ix) collection of amounts outstanding from data subjects and those providing security for data subjects' obligations;
 - (x) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the relevant Fubon Entity or any of its group or their respective branches or that they are expected to comply according to:
 - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (2) 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 the Hong Kong Special Administrative Region existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
 - (3) 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 relevant Fubon Entity or any of its group or their respective branches 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;
 - (xi) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the relevant Fubon Entity 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;
 - (xii) enabling an actual or proposed assignee of the relevant Fubon Entity, or participant or sub-participant of the relevant Fubon Entity's rights in respect of the data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (xiii) exchanging information with merchants accepting credit cards issued by a Fubon Entity and entities with whom the relevant Fubon Entity provides co-branded credit card services;
 - (xiv) conducting matching procedures; and
 - (xv) purposes relating thereto.
- (e) Data held by a Fubon Entity relating to a data subject will be kept confidential but the Fubon Entity may provide such information to the following parties for the purposes set out in paragraph (d) above: -
 - (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, securities clearing, technology outsourcing or other services to the Fubon Entity in connection with the operation of its business;

- (ii) any other person under a duty of confidentiality to the Fubon Entity including a group company of the Fubon Entity 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) credit reference agencies, and, in the event of default, to debt collection agencies or solicitor firms (together, "debt collection agencies");
- (v) any person to whom the relevant Fubon Entity or any of its group or their respective branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the relevant Fubon Entity or any of its group or their respective branches, 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 relevant Fubon Entity or any of its group or their respective branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the relevant Fubon Entity or any of its group or their respective branches 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 the Hong Kong Special Administrative Region and may be existing currently and in the future;
- (vi) any actual or proposed assignee of the Fubon Entity or participant or sub-participant or transferee of the Fubon Entity's rights in respect of the data subject; and
- (vii) (1) the Fubon Entity's group companies;
 (2) third party financial institutions, insurers, insurance services companies, credit card companies, securities and investment services providers;
 (3) third party reward, loyalty, co-branding and privileges programme providers;
 (4) co-branding partners of the Fubon Entity and the Fubon Entity'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);
 (5) charitable or non-profit making organisations; and
 (6) 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 Fubon Entity engages for the purposes set out in paragraph (d)(vii) above.

Such information may be transferred to a place outside Hong Kong.

- (f) With respect to data in connection with mortgages applied by a data subject (whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the 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 Fubon Entity, on its own behalf and/or as agent, to a credit reference agency:
 - (i) full name;
 - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data

subject's sole name or in joint names with others);

- (iii) Hong Kong Identity Card Number or travel document number;
- (iv) date of birth;
- (v) correspondence address;
- (vi) mortgage account number in respect of each mortgage;
- (vii) type of the facility in respect of each mortgage;
- (viii) mortgage account status in respect of each mortgage (e.g. active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
- (ix) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the relevant Fubon Entity for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

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

The Fubon Entity intends to use a data subject's data in direct marketing and the relevant Fubon Entity requires the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a data subject held by the Fubon Entity from time to time may be used by the relevant Fubon Entity in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
 - (1) financial, insurance, credit card, banking and related services and products;
 - (2) reward, loyalty or privileges programmes and related services and products;
 - (3) services and products offered by the Fubon Entity'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
 - (4) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Fubon Entity and/or:
 - (1) the Fubon Entity's group companies;
 - (2) third party financial institutions, insurers, insurance services companies, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) co-branding partners of the Fubon Entity and the Fubon Entity'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

(5) charitable or non-profit making organisations;

- (iv) in addition to marketing the above services, products and subjects itself, the Fubon Entity also intends to provide the data described in paragraph (g)(i) above to all or any of the persons described in paragraph (g)(iii) above for use by them in marketing those services, products and subjects, and the Fubon Entity requires the data subject's written consent (which includes an indication of no objection) for that purpose;
- (v) The Fubon Entity may receive money or other property in return for providing the data to the other persons in paragraph (g)(iv) above and, when requesting the data subject's consent or no objection as described in paragraph (g)(iv) above, the Fubon Entity will inform the data subject if it will receive any money or other property in return for providing the data to the other persons.

If a data subject does not wish the Fubon Entity to use or provide to other persons his data for use in direct marketing as described above, the data subject may exercise his opt-out right by notifying the Fubon Entity.

- (h) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, any data subject has the right: -
 - (i) to check whether a Fubon Entity holds data about him and of access to such data;
 - (ii) to require a Fubon Entity to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Fubon Entity's policies and practices in relation to data and to be informed of the kind of personal data held by the Fubon Entity;
 - (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
 - (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by a Fubon Entity to a credit reference agency, to instruct the relevant Fubon Entity, upon termination of an account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Fubon Entity to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).

- (i) In the event of any default of payment relating to an account,

unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (h)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.

- (j) In the event of any amount in an account is written off due to bankruptcy order being made against a data subject, the account repayment data (as defined in paragraph (h)(v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency, whichever is earlier.
- (k) Where the Bank has provided consumer credit which is subject to review from time to time in relation to an increase in the credit amount, the curtailing of credit (including the cancellation of credit or a decrease in the credit amount) or the putting in place or implementation of a scheme of arrangement, then in order for the Bank to conduct such reviews during the subsistence of the account, the Bank will assess and make use of a credit report from a credit reference agency.
- (l) In accordance with the terms of the Ordinance, a Fubon Entity has the right to charge a reasonable fee for the processing of any data access request.
- (m) The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows: -

The Data Protection Officer
Fubon Bank (Hong Kong) Limited
38 Des Voeux Road Central, Hong Kong
- (n) A Fubon Entity may have obtained a credit report on the data subjects from a credit reference agency in considering any application for credit. In the event the data subjects wish to access the credit report, the Fubon Entity will advise the contact details of the relevant credit reference agency.
- (o) Nothing in this Notice shall limit the rights of data subjects under the Personal Data (Privacy) Ordinance.
- (p) This Notice shall upon a data subject's receipt, be deemed an integral part of all contracts, agreements, credit/banking facility letters, account mandates, and other binding arrangements which the data subject has entered into or intends to enter into with the Fubon Entity.

January 2017