



UNION BANCAIRE PRIVÉE

Notice to Clients relating to the Personal Data (Privacy) Ordinance (the “PDPO”)

1. Definitions

“PDPO” means the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong). “Personal Data” has the meaning given to it in the PDPO.

Unless otherwise stated or the context requires otherwise, defined terms in this Notice shall have the meaning given to them in the Bank's General Conditions.

2. Data Security

- 2.1 The Bank will strive at all times to ensure that Client's data (including the Information, data relating to the Client's Accounts as well as the Client's Personal Data) (“Client Data”), will be protected against unauthorised or accidental access, processing or erasure. The Bank maintains this commitment to data security by implementing appropriate physical, electronic and managerial measures to safeguard and secure the Client's data.
- 2.2 The secure area of the Bank's website supports the use of industry standard encryption technology for encryption over the internet to protect data.
- 2.3 The Bank's web servers are protected behind “firewalls” and the Bank's systems are monitored to prevent any unauthorised access.
- 2.4 All practical steps will be taken to ensure that Client Data will not be kept longer than necessary and that the Bank will comply with all statutory and regulatory requirements in Hong Kong concerning the retention of Personal Data.

3. Security Assurance

- 3.1 You play an important role in protecting against online fraud. You should be careful that your Accounts details including the Authentication Features (defined in Annex 1 of the General Conditions) are not compromised by ensuring that you do not knowingly or accidentally share, provide or facilitate unauthorised use of them. You must not share any of the Authentication Features or allow access to or use of any of them by others. You must not disclose your personal information (e.g. information on your identity card or passport, addresses, or bank accounts) to any persons failing to prove their identities or any doubtful websites. The Bank endeavours to put in place high standards of security to protect your interests and precautions that protect you from being confused or deceived by fraudulent emails or websites.
- 3.2 You should safeguard your unique Password (defined in Annex 1 of the General Conditions) by keeping it secret and confidential. You must not write it down or share it with anyone. The Bank will never ask you for the Password, in order to ensure that you are the only person who knows this information. When you choose a unique Password for the first time, you must not create it using easily identifiable information such as your birthday, telephone number or a recognizable part of your name. You should avoid using the same password for accessing other online services (e.g. for internet access).
- 3.3 You should not access the Services through public or shared computers (e.g. at cyber cafes or public libraries). You should ensure that your personal computer through which you access the Services is securely configured and that it is adequately protected from computer viruses and malicious programmes, for example, by installing a personal firewall and regularly updating its anti-virus software.

4. Collection of Personal Information

- 4.1 Your visit to the Bank's website may be recorded for analysis on the number of visitors to the site and general usage patterns. Some of this information will be gathered through the use of “cookies”. Cookies are small bits of information that are automatically stored on a person's web browser in the person's computer that can be retrieved by the Bank's site. Cookies can make the site more useful by storing information about the Client's preferences on particular sites, thus enabling website owners to provide more useful features for their users. The information collected by “cookies” is anonymous aggregated research data, and contain no name or address information or any information that will enable anyone to contact you via telephone, email or any other means. Most browsers are initially set to accept cookies. If you would prefer, you can set your browser to seek your consent each time cookies are accepted (or to reject cookies).



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5. Why the Bank Collects Your Data

- 5.1 From time to time, it is necessary for you (and the directors, officers, shareholders, beneficial owners, authorised signatories, employees, settlors, attorneys, contributors and beneficiaries of your company/entity and other related, connected or affiliated persons) (each a “Data Subject”) to supply the Bank with personal data in connection with the opening or continuation of accounts and the establishment or continuation of banking or credit facilities or provision of banking, credit card, fiduciary, financial, insurance, investment, securities and related services and products to you.
- 5.2 Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue any of the above facilities or provide any of the above services, unless provision of such data is specified to be voluntary.
- 5.3 It is also the case that data is collected from Data Subjects in the ordinary course of the continuation of the banking relationship, for example, when you deposit money or apply for credit facilities.
- 5.4 The purposes for which data relating to a Data Subject may be used are as follows: -
- (a) the processing of applications for, and the daily operation of, the services (including third party services) and credit facilities provided to you or other persons from whom you act as guarantor or for whom you provide third-party security;
 - (b) carrying out your instructions or responding to any enquiry from a Data Subject or on behalf of the Data Subject;
 - (c) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
 - (d) creating and maintaining the Bank’s credit and related risk models;
 - (e) assisting other financial institutions to conduct credit checks and collect debts;
 - (f) ensuring and monitoring your ongoing creditworthiness;
 - (g) providing or using a credit reference service or debt collection service;
 - (h) designing banking, credit card, fiduciary, financial, insurance, investment, securities and related services and products for your use or potential use;
 - (i) marketing banking, credit card, fiduciary, financial, insurance, investment, securities and related services and products for your use (please see further details in paragraph 7 below);
 - (j) conducting of market research, surveys and data analysis relating to any service or product provided by the Bank (whether conducted by the Bank or jointly with another party);
 - (k) determining amounts owed to or by you;
 - (l) collection of amounts outstanding from you and those providing security for your obligations;
 - (m) any purposes in connection with any claims made by or against or otherwise involving you in respect of any services (including third party services) and credit facilities provided to you or other persons from whom you act as guarantor or for whom you provide third-party security, including any investigation of claims;
 - (n) complying with any obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any other member of the UBP Group or with which such entities are expected to comply according to:
 - (i) any law binding or applying to it within or outside Hong Kong existing currently or in the future;
 - (ii) 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 or in the future;
 - (iii) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any other member of the UBP Group by reason of its (or its clients’) 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;
 - (o) sharing with a member of the UBP Group in order to enable the Bank or such member of the UBP Group to:
 - (i) assess and process applications, provide you with services and manage the Bank’s (or their) relationship with you;
 - (ii) understand your preferences, expectations and financial history in order to improve the service the Bank or such member of the UBP Group offers them;
 - (iii) carry out financial (including credit) and insurance risk assessments;
 - (iv) develop, test and review the performance of the UBP Group’s products, services and internal systems;
 - (v) find and make more relevant offers of the UBP Group’s products and services to you;
 - (vi) recover debt;



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- (vii) confirm your identity;
- (viii) prevent and detect crime, including fraud and money laundering; and
- (ix) consolidated management and supervision of the operations of the Bank.
- (p) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the UBP Group in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (q) enabling an actual or proposed assignee or transferee of the Bank, or participant or sub-participant of the Bank's rights in respect of you to evaluate and assume the transaction intended to be the subject of the assignment, transfer, participation or sub-participation;
- (r) preparing and providing credit reports and credit watch lists, conducting consumer credit scoring and preparing and maintaining a consumer credit database and providing access to that database;
- (s) disclosing details of remittances and wire transfers;
- (t) matching from time to time any data held which relates to you for any purposes directly related to, or in connection with, any of the above paragraphs; and
- (u) any purposes directly related to, or in connection with, any of the above paragraphs.

6. Disclosure of Client Data

- 6.1 Personal Data held by the Bank relating to a Data Subject will be kept confidential but you expressly authorise the Bank to disclose your Client Data, including but not limited to the your trade related data (which includes, for the avoidance of doubt, over-the-counter derivative transactions), in each and any case, whether relating to historical, current or future trades or information, to the following parties whether within or outside Hong Kong, for the purposes set out in paragraph 5 above:
- (a) the Bank or any other member of the UBP Group;
 - (b) any external service providers of the Bank or third parties to whom the Bank outsources the performance of certain functions or activities of the Bank (including data processing firms, market research companies, translators, contractors or third party service providers which provides financial, administrative, telecommunications, computer systems, payment, mailing, debt collection, securities clearing or depository, settlement, custodian, professional or other services to the UBP Group in connection with the operation of its business and computer firms to which the processing of personal information is to be, or may be, outsourced) or who are agents, advisors, bankers, attorneys, depositories, managers, or nominees selected or used by the Bank;
 - (c) any other person under a duty of confidentiality to the Bank including any other member of the UBP Group which has undertaken to keep such information confidential;
 - (d) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (e) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (f) any person (including private investigators) in connection with any claims made by or against or otherwise involving you in respect any services (including third party services) and credit facilities provided to you or other persons from whom you act as guarantor or for whom you provide third-party security, including any investigation of claims;
 - (g) any third party with whom the Bank contracts or proposes to contract with regard to the sale, transfer, participation, sub-participation or sharing of any of the Bank's rights, obligations or risks under any account, investment or other services, credit facilities or accommodation provided to customers or under any agreement or document in connection with or relating thereto;
 - (h) third party financial institutions, insurance brokers, insurers, credit card companies, securities and investment services providers with which you have or propose to have dealings (including intermediaries or providers used or proposed to be used by the Bank or such third parties in relation to such dealings);
 - (i) any person acting or proposing to act as surety (whether as guarantor or provider of security or other collateral);
 - (j) any person or entity (including members of the UBP Group) who has established or proposes to establish any business relationship with the Bank or the recipient of the data;
 - (k) the third parties described in paragraph 7(c) for the purposes of direct marketing described in paragraph 5.4(i);
 - (l) any person in accordance with Applicable Law;
 - (m) any regulator with the authority or ability to regulate the Bank or its activities and / or in relation to whose directives, recommendations or practices the Bank is required, expected or accustomed to comply; and
 - (n) any exchange, depository clearing house or settlement system, swap data repository or trade repository (whether local or global) where the Bank and / or other members of the UBP Group is required to disclose, or makes such disclosure in order to comply with regulatory requirements or best practice.



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- 6.2 The following data relating to you or a surety provider (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 a credit reference agency:
- (a) full name;
 - (b) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in your sole name or in joint names with others);
 - (c) Hong Kong Identity Card Number or travel document number;
 - (d) date of birth;
 - (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 (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
 - (i) if any, mortgage account closed date in respect of each mortgage.

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

7. Use of the Data in Direct Marketing

The Bank intends to use and transfer a Data Subject's data for direct marketing purposes and the Bank requires the Data Subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (a) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of you held by the Bank from time to time may be used by the Bank in direct marketing;
- (b) the following classes of services, products and subjects may be marketed:
 - (i) banking, credit card, fiduciary, financial, insurance, investment, securities and related services and products;
 - (ii) reward, loyalty or privileges programmes and related services and products;
 - (iii) 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
 - (iv) donations and contributions for charitable and/or non-profit making purposes;
- (c) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank or:
 - (i) any other member of the UBP Group;
 - (ii) third party financial institutions, insurers, credit card companies, fiduciary, securities and investment services providers;
 - (iii) third party reward, loyalty, co-branding or privileges programme providers;
 - (iv) co-branding partners of the Bank and any other member of the UBP Group (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
 - (v) charitable or non-profit making organisations;
- (d) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph 7(a) above to all or any of the persons described in paragraph 7(c) above for use by them in marketing those services, products and subjects as described in paragraph 7(b) above, and the Bank requires your written consent (which includes an indication of no objection) for that purpose;
- (e) The Bank may receive money or other property in return for providing the data to the other persons in paragraph 7(c) above and, when requesting your consent or no objection as described in paragraph 7(d) above, the Bank will inform you if it will receive any money or other property in return for providing the data to the other persons.

If you do not wish the Bank to use or provide to other persons your data for use in direct marketing as described above, you may exercise your opt-out right by notifying the Bank.



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8. Personal Data Access Requests

- 8.1 Under and in accordance with the terms of the PDPO and the Code of Practice on Consumer Credit Data, any natural person customer has the right:
- (a) to check whether the Bank holds data about him and of access to such data;
 - (b) to require the Bank to correct any data relating to the customer which is inaccurate;
 - (c) 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;
 - (d) 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
 - (e) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five (5) years of termination and at no time was there any default of payment in relation to the account, lasting in excess of sixty (60) days within five (5) years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period of a specified duration, remaining available credit or outstanding balance and default data.
- 8.2 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 sixty (60) days from the date such default occurred, the account repayment data (as defined in paragraph 8.1(e) above) may be retained by the credit reference agency until the expiry of five (5) years from the date of final settlement of the amount in default.
- 8.3 In the event any amount in an account is written-off due to a bankruptcy order being made against a customer, the account repayment data (as defined in paragraph 8.1(e) 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 sixty (60) days, until the expiry of five (5) years from the date of final settlement of the amount in default or the expiry of five (5) years from the date of discharge from a bankruptcy as notified by the customer with evidence to the credit reference agency, whichever is earlier.
- 8.4 In accordance with the terms of the PDPO, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- 8.5 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:
- Security and Data Protection Officer
- Union Bancaire Privée, UBP SA, Hong Kong Branch**
Address: 26th Floor, AIA Central, 1 Connaught Road Central, Hong Kong
Telephone: +852-3701 9688
Fax: +852-3701 9668
- 8.6 The Bank may have obtained a credit report on you from a credit reference agency in considering any application for credit or for the provision of Services. In the event you wish to access the credit report for free, the Bank will advise the contact details of the relevant credit reference agency.

9. General

- 9.1 The Bank may access your consumer credit data by a credit reference agency for the purpose of reviewing a Data Subject's existing credit facilities/ exposures to credit facilities from time to time. Such review may involve consideration by the Bank of any of the following matters:
- (a) an increase in the credit amount;
 - (b) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); or
 - (c) the putting in place or the implementation of a scheme of arrangement with you.
- 9.2 The information disclosed pursuant to this Notice may be subject to further disclosure by the recipient to other parties in accordance with the laws of the country in which the recipient is located. Such laws may be wider in scope and implemented under less restrictive terms than would otherwise be the case in Hong Kong due to differences in the applicable law.
- 9.3 Where you supply the Bank with any data (including Personal Data), you represent and warrant to the Bank that you have taken all action necessary to authorise the disclosure of such data to the Bank and the use by the Bank of such data as set out in the General Conditions or as otherwise notified to you in accordance with the PDPO.
- 9.4 Nothing in this Notice shall limit your rights under the PDPO, to the extent that such limitation is not permitted thereunder.



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9.5 Where the Client is not a natural person, the Client shall ensure that the Client's directors, officers, shareholders, beneficial owners, authorised signatories, employees, settlors, attorneys, contributors and beneficiaries of the Client company / entity and other related, connected or affiliated persons are aware of the matters set out in this Notice, before the Client, or anyone on the Client's behalf, provides the Bank with any Personal Data relating to them in connection with the Client's Accounts or with Services provided by the Bank.

10. Other Parties Providing Services to You

10.1 The Bank may from time to time enter into arrangements for a third party to provide services to you, such as online monitoring of accounts. Where you decide to use such services, you will be directed to that third party (including to the third party's webpage). Your use of such online services will be subject to the terms and conditions and the data protection policy of that third party. You may contact the third party for those terms and conditions and data protection policy.