

## NOTICE

### Schedule I

#### Notice to Customers and Other Individuals relating to The Personal Data (Privacy) Ordinance ("the Ordinance")

- (a) From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking services and facilities, sureties and persons providing security or guarantee for banking services and facilities, referees, directors, officers and managers of corporate customers and other contractual counterparties) (collectively "data subjects" and individually a "data subject") to supply Banco De Oro Unibank, Inc. ("the Bank") with data in connection with various matters such as the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services by the Bank or in compliance with any law or guideline issued by regulatory or other governing authorities.
- (b) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services, or accept or continue with the provision of services.
- (c) It is also the case that data are collected from data subjects in the ordinary course of the continuation of the Bank's relationships with them, for example, when data subjects write cheques, deposit money or apply for credit facilities and where relevant from other parties in the ordinary course of or for the purpose of the Bank's business, for example, from credit reference agency for the purpose of credit assessment when considering credit application, from the Bank's corporate customer opens an account with the Bank.
- (d) The purposes for which data relating to a data subject may be used will vary depending on the nature of the data subject's relationship with the Bank. Broadly, they may comprise all or any one or more of the following purposes:
- (i) the processing of applications for banking services and facilities;
  - (ii) the daily operations of the services and facilities provided to the data subjects;
  - (iii) conducting credit checks, whether at time of application for credit or regular reviews which usually will take place one or several times every year or special reviews;
  - (iv) assisting other financial institutions to conduct credit checks, collect debts and enforce judgments;
  - (v) creating and maintaining the Bank's credit scoring and/or risk related system;
  - (vi) ensuring ongoing credit worthiness of data subjects;
  - (vii) designing financial services or related products for use by data subjects;
  - (viii) marketing services or products of the Bank and/or selected companies;
  - (ix) determining the amount of indebtedness owed to or by data subjects;
  - (x) the enforcement of data subjects' obligation, including without limitation the collection of amounts outstanding from data subjects and those providing security for data subjects' obligations;
  - (xi) meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for the purposes of any guideline issued by the regulatory or other governing authorities with which the Bank or any of its branches are expected to comply;
  - (xii) enabling an actual or potential 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;
  - (xiii) conducting matching procedure, whether for credit checking or otherwise; and
  - (xiv) all other incidental and associated purposes relating thereto.
- (e) Data held by the Bank relating to a data subject will be kept confidential and secured in accordance with the Bank's internal policies and the guidelines issued by the relevant authorities but the Bank may provide such information to the following parties for the purposes set out in paragraph (d), irrespective of whether the place of business of the recipient is within or outside Hong Kong, whether or not the data would be transferred to outside Hong Kong and whether the data will follow such disclosure be collected held processed or used by such recipient in whole or in part outside Hong Kong :
- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, debt collection, outsourcing, legal, accounting, auditing or other services to the Bank or any Bank Group Company in connection with the operation of its business, "Bank Group Company" means any company which is a member of the group of companies to which the Bank belongs;
  - (ii) any other person under a duty of confidentiality to the Bank including a Bank group company which has undertaken to keep such information confidential;
  - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (iv) credit reference agencies and, in the event of default, to debt collection agencies and/or legal advisers;
  - (v) any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for which the purposes of any guideline issued by regulatory or other governing authorities with which the Bank or any of its branches are expected to comply;
  - (vi) any party giving or proposing to give a security whether in terms of a guarantee or otherwise to secure the performance of the data subjects of its obligations;
  - (vii) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's right in respect of the data subjects; and
  - (viii) selected companies for the purpose of informing data subjects of services which the Bank believes will be of interest to them.
- (f) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any data subject has the right;
- (i) to check whether the Bank holds data about him and of access to such data;
  - (ii) to require the Bank to correct any data relating to him which is inaccurate;
  - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
  - (iv) in relation to consumer credit, to request to be informed which terms 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 or correction request to the relevant credit reference agency or debt collection agency; and
  - (v) in relation to consumer credit data which have been provided by the Bank to a credit reference agency, to instruct the Bank upon termination of an account by full repayment to make a request to the credit reference agency to delete such data from its database, as long as the instruction is given within 5 years of termination and at no time the account has had a default of payment lasting in excess of 60 days within 5 years immediately before account termination. In the event the account has had a default of payment lasting in excess of 60 days, the data may be retained by the credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of final settlement of the amount in default or 5 years from the date of discharge of the individual's bankruptcy as notified to the credit reference agency whichever is earlier.
- (g) The Bank may have obtained a credit report on the data subject and any of its sureties or guarantors from a credit reference agency in considering any application for credit. In the event the data subject or any of its sureties or guarantors wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
- (h) Furthermore, the Bank may from time to time access data about a data subject and any of its sureties or guarantors held with a credit reference agency in the course of a review of its facilities so as to facilitate the Bank's consideration of all or any one or more of the matters specified below:
- (i) an increase in the credit amount;
  - (ii) the curtailing of credit (including the cancellation of credit or a reduction in the credit amount); and
  - (iii) the putting in place or the implementation of a scheme of arrangement with the data subject.
- (i) 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.
- (j) Data of a data subject may be processed, kept and transferred or disclosed in and to any country as the Bank or any person who has obtained such data from the Bank referred to in (e) above considers appropriate. Such data may also be released or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) in such country.
- (k) The person to whom requests for access to or correction of data held by the Bank, or for information regarding the Bank's data policies and practices and kinds of data held by the Bank are to be addressed is as follows:
- The Data Protection Officer  
Banco De Oro Unibank, Inc., Hong Kong Branch  
G/F, Euro Trade Centre  
13-14 Connaught Road Central  
Hong Kong
- (l) Nothing in the Notice shall limit the rights of data subjects under the Ordinance.

#### Important Notes : -

1. This Notice may be revised and/or adjusted by the Bank from time to time.
2. By using or continuing to use any of the Bank's services and products, by acting or continuing to be the surety, guarantors, a data subject is deemed to have accepted and agreed to the arrangement set out and to be bound by the provisions contained in this Notice unless there is documentary evidence from the data subject to prove otherwise.

### Schedule II

#### General Notice

- (a) Banco De Oro Unibank, Inc. Hong Kong Branch ("BDOUB-HK"), the recipient of your data, account information or records is authorised to disclose to its outsourcing agents including Banco De Oro Unibank, Inc. Head Office, service providers and/or contractors.
- (b) BDOUB-HK may transfer any such data, account information or records to any of its service provider and/or contractors (whether situated in or outside the Hong Kong Special Administrative Region) for the purpose of data processing or providing any service to you.
- (c) All data relating to you collected by BDOUB-HK from time to time may be used and disclosed for such purposes and to such persons (whether in or outside Hong Kong) as may be in accordance with the policies of BDOUB-HK on use and disclosure of data set out in statements, circulars, terms and conditions or notices made available by BDOUB-HK to you from time to time.
- (d) The terms in Schedule I of this Notice shall, so far applicable and where necessary with such modifications or adaptations, apply and form part of this Schedule II.

[In case of discrepancies and inconsistencies between the English and Chinese versions, the English version shall apply and prevail.]  
version March 2008

## 通知

### 表 I

#### 向客戶及其他個人就有關個人資料(私隱)條例(“條例”)的通知

- (a) 客戶及其他各界人士(包括但不限於申請銀行服務及貸款的申請人,擔保人或為銀行服務或貸款提供保證或擔保的人士,推薦人,董事,企業客戶的高級職員和經理及其他契約的對方)(統稱為“資料主體”及個別稱為一名“資料主體”),這些個人會不時因各種事宜而需要向本行提供資料,例如開立和繼續保持帳戶及建立或繼續保持本行貸款或由本行提供的銀行服務或因遵守任何法律或監管或其他管轄機構所發出的指引等。
- (b) 無法提供該等資料可能導致本行無法為其開立或繼續提供戶口或建立或繼續提供銀行貸款或銀行服務,或接受或繼續提供服務。
- (c) 也有些情況是,本行在維繫與客戶的關係的正常業務過程中向資料主體收集資料。例如,當資料主體開支票,存款或申請信貸額度及在相關的情況下,於本行的日常業務過程中或為了本行業務之用途,從其他人士收集資料,例如,當考慮信貸申請時,為了進行信貸評估而從信貸調查機構收集資料;當企業客戶於本行開立戶口時,向其收集資料。
- (d) 資料主體相關資料的用途,根據資料主體與本行關係的性質而有所不同。大體而言,它們可能包括所有或任何以下一項或多項用途:
- (i) 處理本行服務及貸款的申請;
  - (ii) 向資料主體提供的服務及貸款之日常運作;
  - (iii) 進行信貸調查,無論是於申請信貸時,或是每年進行一次或數次的一般審查或特別審查;
  - (iv) 協助其他金融機構進行信貸調查,收回債款及執行判決;
  - (v) 創建及維護本行的信貸評分及/或風險相關的系統;
  - (vi) 確保資料主體的持續信用能力;
  - (vii) 設計資料主體所使用的金融服務或相關的產品;
  - (viii) 為本行及/或被挑選的公司的服務或產品進行市場推廣;
  - (ix) 決定欠資料主體之款項金額或資料主體所欠款項金額;
  - (x) 執行資料主體所負之義務,包括但不限於從資料主體及為資料主體的義務提供擔保的人士收回所欠款項;
  - (xi) 為了符合任何對本行或其任何分行有約束力的法律的披露要求;由監管或其他管轄機構所發出且本行或任何分行被預期遵守的指引。
  - (xii) 使本行的實際或潛在受讓人,或本行就資料主體之權益的參予人或分項參予人能夠為就轉讓,參予或分項參予的交易進行評估;
  - (xiii) 進行配對程式,無論是為了信貸調查或其他;及
  - (xiv) 所有其他相關及關連之用途;
- (e) 本行將根據內部政策及相關機構所發出的指引,對本行持有有關資料主體的資料保密及保護;但本行可能就(d)段所列的用途向以下各方提供該資料,無論接收資料者的營業地址是在香港境內或境外,無論資料會否被轉移至香港以外的地方及無論在披露後資料是否全部或部分會在香港以外地方被該接收者收集,持有,處理或使用:
- (i) 任何向本行或任何銀行集團公司就其業務營運提供行政,電訊,電腦,支付或證券結算,回收債款,向外採購,法律,會計,審計或其他服務的代理,承辦商或第三方服務供應商。“銀行集團公司”指任何本行所屬集團之成員公司;
  - (ii) 任何已向本行承擔保密責任的人士,包括已承諾為該資料保密的銀行集團公司。
  - (iii) 向出票人提供已支付的支票(可能包含有關收款人的資料)的出票人銀行。
  - (iv) 資信參考代理及,假若出現拖欠的情況,代收欠款代理及/或法律顧問;
  - (v) 依任何本行及任何分行受約束的法律要求,按任何監管或其他管轄機構所發出而預期本行或任何分行遵守的指引下所要求本行有責任向其披露的任何人士。
  - (vi) 無論就擔保或其他為保證資料主體履行其義務而提供或擬提供擔保的任何人士
  - (vii) 本行的任何實際或擬受讓人或參予人或分項參予人或就本行對資料主體所擁有的權利的受轉讓人;及
  - (viii) 為了向資料主體提供有關本行相信資料主體會有興趣接受的服務的訊息而被挑選的公司。
- (f) 根據個人資料(私隱)條例或於該條例項下及按該條例而批准及發出的個人信貸資料實務守則,任何資料主體均有權:
- (i) 查閱本行是否持有有關其本人的資料及取出該資料;
  - (ii) 要求本行更改有關其本人的不正確的資料;
  - (iii) 確定本行有關資料的政策及慣例及獲悉本行所持個人資料的種類;
  - (iv) 就消費者信貸方面,要求告知消費者那項資料會慣性地向信貸參考代理或回收債款代理披露,及獲提供更多資料,使其可以向相關的信貸參考代理或回收債款代理取出或要求更正資料。
  - (v) 就有關本行已向信貸參考代理提供的消費者信貸資料,當通過還清全部款項而結束帳戶時,向本行發出指示,要求信貸參考代理從其資料庫中刪除該等資料,只要該指示是在帳戶結束後五年內發出,及於結束帳戶前的五年內沒有發生任何超過 60 天拖欠款項的情況。假若發生任何超過 60 天拖欠款項的情況,信貸參考代理可能保留資料直至該款項最終還清的五年後或自還清所欠款項的五年後或資信參考代理獲通知該個人破產被解除的日期的五年後,以日期較早者為準。
- (g) 本行可能在考慮任何信貸申請時,已經從資信參考代理處獲得資料主體及任何其保證人或擔保人的資信報告。假若資料主體或其任何保證人或擔保人希望獲得資信報告,本行將會告知其聯絡相關資信參考代理的詳情。
- (h) 再者,本行可能在檢查本行的貸款時,不時取出由資信參考代理所持有之有關資料主體及任何其保證人或擔保人的資料,以便本行考慮詳列如下的所有或任何一項或多項事宜:
- (i) 增加貸款金額,
  - (ii) 縮減信貸(包括取消一項貸款或減低貸款額);及
  - (iii) 建立或實施與資料主體之計劃安排。
- (i) 根據條例的條款,本行有權就處理任何取出資料的要求收取合理的費用。
- (j) 資料主體的資料可能會被本行,或在上述(e)所提及的任何已從本行獲得該資料的人士認為合適的國家內處理,保存及轉移或披露或移至任何該等國家進行處理,保存及轉移或披露。該等資料也可能被發佈或根據當地的慣例及法律,規則及法規(包括任何政府行為或命令)在該國家被披露。
- (k) 有關取出資料的要求,或更改本行所持有的資料,或有關本行之資料政策或慣例及本行所持資料的類別,請以以下人士為收件人:
- 金融銀行有限公司香港分行  
香港中環干諾道中 13-14 號  
歐陸貿易中心地下  
資料保護主任收
- (l) 此通知所包括的任何內容均不能限制資料主體於條例項下所享有的權利。

#### 重要附註:-

1. 本行可能不時修訂及/或調整此通知。建議資料主體從本行索取最新版本。
2. 通過使用或持續使用本行之任何服務及產品,擔任或繼續擔任保證人,擔保人,資料主體被視作已接受及同意已載明之安排,及受本通知所含條款的約束,除非資料主體能提出書面的反證。

### 表 II

#### 一般通知

- (a) 金融銀行有限公司香港分行,你的資料,帳戶資料或記錄的接收者,獲授權向其外包代理人包括 Banco De Oro Unibank, Inc.總辦事處,服務供應商及/或承辦商披露。
- (b) 為了處理資料或向你提供任何服務,金融銀行有限公司香港分行可以向其任何服務供應商及/或承辦商(無論位於香港特別行政區內或區外)轉移任何資料,帳戶資料或記錄。
- (c) 由金融銀行有限公司香港分行不時收集關於你的資料,可能會根據詳列於,並不時由金融銀行有限公司香港分行向你提供的聲明,通告,條款及條件或通知內所載之金融銀行有限公司香港分行的有關使用及披露資料的政策,可被利用或為該等用途向該等人士披露。
- (d) 本通知表 I 的條款將會,在適用範圍內及需要時加以修訂或變更以適應,將適用於並構成表 II 之部分。

(此翻譯文本祇供參考,中英文本如有異意,概以英文本為準)  
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