

## Notice relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

This Notice sets out the personal data policies of Taishin International Bank Co., Ltd, Hong Kong Branch (the "Bank"). Reference to "Data Subject" in this Notice means the clients of the Bank and/or other persons, including but without limitation, applicants for the Bank's services and facilities or their referees, sureties and persons providing security for obligations owed to the Bank, shareholders, directors, corporate officers and managers of corporate clients of the Bank, sole proprietors, partners, suppliers, contractors, service providers and other contractual counterparties of the Bank supplying data (including personal data as defined in the Ordinance) to the Bank.

- (a) From time to time, it is necessary for Data Subjects to supply the Bank 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 Bank 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 otherwise carry out transactions as part of the Bank's services. The Bank will also collect data relating to the Data Subject from third parties, including third party service providers with whom the Data Subject interacts in connection with the marketing of the Bank's products and services and in connection with the applications for the Bank's products and services (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit reference agencies"))).
- (d) The purposes for which data relating to a Data Subject may be used are as follows: -
  - (i) processing of applications and the daily operation of the services and credit facilities provided to Data Subjects;
  - (ii) provision of credit reference (status enquiries);
  - (iii) conducting credit and other status checks;
  - (iv) creating and maintaining the Bank's credit scoring models;
  - (v) assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit providers") to conduct credit checks and collect debts;
  - (vi) ensuring ongoing credit worthiness of Data Subjects;
  - (vii) researching and/or designing financial services or related products for Data Subjects' use;

- (viii) marketing services, products and other subjects (please see further details in paragraph (h) below);
- (ix) operating internal controls and determining amounts owed to or by Data Subjects;
- (x) the enforcement of Data Subjects' obligations, including but without limitation, collection of amounts outstanding from Data Subjects and those providing security for Data Subjects' obligations;
- (xi) performing wealth management function;
- (xii) credit (including mortgage) data sharing among other credit providers;
- (xiii) over-the-counter ("OTC") derivative reporting;
- (xiv) in relation to Securities listed or traded on The Stock Exchange of Hong Kong ("SEHK") and the related Accounts, Services and transactions (regardless of whether traded on exchange or OTC):
  - (1) as required for the Bank to provide services to the Data Subject and for complying with the rules and requirements of SEHK and the Securities and Futures Commission ("SFC") in effect from time to time;
  - (2) disclosure and transfer of the Customer Information (including CID and BCAN(s)) to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time, including by way of tagging the BCANs to trade orders submitted to SEHK;
  - (3) allowing SEHK to: (i) collect, store, process and use the Customer Information (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange of SEHK; (ii) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight;
  - (4) allowing the SFC to: (i) collect, store, process and use the Customer Information (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements;
  - (5) (where applicable) providing BCANs to Hong Kong Securities Clearing Company Limited ("HKSCC") allowing HKSCC to: (A) retrieve the Customer's CID from SEHK (which is allowed to disclose and transfer to HKSCC); (B) process and store the Customer's CID and transfer the Customer's CID to the issuer's share registrar to enable HKSCC and/or the issuer's share registrar to verify that the Customer has not made any duplicate applications for the relevant share subscription and to facilitate initial public offerings ("IPO") balloting and IPO settlement; and (C) process and store the Customer's CID and transfer the Customer's CID to the issuer, the issuer's share registrar, the SFC, SEHK and any other party involved in the IPO for the purposes of

- processing the Customer's application for the relevant share subscription, or any other purpose set out in the IPO issuer's prospectus;
- (6) for the purposes of this subparagraph (xiv):
1. "BCAN" means "BCAN" as defined in paragraph 5.6 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission ("SFC Code of Conduct"), which means "Broker-to-Client Assigned Number", being a unique identification code in the format prescribed by SEHK, generated by a relevant licensed or registered person in accordance with SEHK's requirements;
  2. "CID" means "CID" as defined in paragraph 5.6 of the SFC Code of Conduct, being the following information in relation to a client to whom a BCAN is assigned: (i) the full name of the client as shown in the client's identity document; (ii) the issuing country or jurisdiction of the identity document; (iii) the identity document type; and (iv) the identity document number;
- (xv) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any member of the group of the Bank or that it is expected to comply according to:
- (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region ("Hong Kong") 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 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); and
  - (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 Bank or any other member of the group of 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;
- (xvi) for operation purposes, credit assessment, credit scoring models, statistical analysis or behaviour analysis (including in each case, behaviour analysis and evaluation on overall relationship with the group of the Bank to comply 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), whether on the Data Subjects or otherwise;

- (xvii) enabling an actual or proposed assignee of the Bank or any other member of the Bank, or participant or sub-participant of the Bank's rights or those of any other member of the group of the Bank in respect of the Data Subject to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (xviii) enabling an actual or proposed purchaser of all or part of the business or shares of any member of the group of the Bank to evaluate the intended purchase transaction;
- (xix) in connection with any member of the group of the Bank commencing, defending or otherwise participating in any legal, arbitration, administrative or regulatory proceeding, action, investigation or inquiry before any court, tribunal or competent authority within or outside Hong Kong;
- (xx) in connection with matching against any data held by the Bank and/or any member of the group of the Bank for whatever purpose (whether or not with a view to taking any adverse action against the Data Subject);
- (xxi) in connection with any financial crime risk evaluation activity; and
- (xxii) all purposes relating thereto, including but not limited to seeking professional advices.

The Bank keeps data only for as long as reasonably required for the above purposes or as required by applicable law. This includes keeping, for as long as reasonably required, such data as required for handling enquiries relating to any of the above purposes.

- (e) 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 (d) above: -
  - (i) any member of the group of the Bank, agent, contractor or third party service provider (or a subsidiary, holding company or related company thereof) who provides administrative, telecommunications, computer, payment or securities clearing, data processing or other services to the Bank or any other member of the group of 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) third party service providers with whom the Data Subject has chosen to interact

with in connection with the applications for the Bank's products and services;

- (v) credit reference agencies (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;
- (vi) any person to whom the Bank or any other member of the group of 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 other member of the group of 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 or any other member of the group of the Bank are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any other member of the group 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 the Hong Kong and may be existing currently and in the future;
- (vii) any actual or proposed assignee of the Bank or any other member of the group of the Bank or participant or sub-participant or transferee of the right of the Bank or those of any other member of the group of the Bank in respect of the Data Subject;
- (viii) any authorized institution (as defined in the Banking Ordinance) or other authorised or regulated entity of similar nature in another jurisdiction with which the data subject has or proposed to have dealings; and
- (ix) the following institutions which the Bank engages for the purposes set out in paragraph (d)(viii) above.
  - (1) any member of the group of the Bank;
  - (2) third party financial institutions, insurers, credit card companies/providers and other card companies/providers, securities, banking and investment services providers and providers of similar products and services;
  - (3) third party reward, loyalty, co-branding and privileges programme providers;
  - (4) co-branding partners of the Bank and any other member of the group of the Bank (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 professional advisers, mailing houses, telecommunication companies, telemarketing

and direct sales agents, call centres, data processing companies and information technology companies and market research firms).

- (x) any other person where permitted or required by any applicable regulations; and/or
- (xi) any other person with the Data Subject's consent (whether given expressly or by the Data Subject's conduct (such as, if the Data Subject asks that other person to accompany the Data Subject to a meeting with the Bank) or otherwise).

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

- (f) (For the purpose of (d)(iii) above, the Bank may from time to time access and obtain consumer credit data of the Data Subject from credit reference agencies for reviewing any of the following matters in relation to the credit facilities granted:
  - (i) an increase in the credit amount;
  - (ii) the curtailing of credit (including the termination of credit or reduction of facility amount); or
  - (iii) the putting in place or the implementation of a scheme of arrangement with the Data Subject.

When the Bank access consumer credit data about a Data Subject held with credit reference agencies, it must comply with the Code of Practice on Consumer Credit Data approved and issued under the Ordinance (the “Code”) and other relevant regulatory requirements.

- (g) Of all the data which may be collected or held by the Bank from time to time in connection with mortgages, 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 to credit reference agencies:
  - (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) 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 agencies 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 the Data Subject, 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 databases of the credit reference agencies by credit providers (subject to the requirements of the Code).

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

The Bank intends to use a Data Subject's data in direct marketing 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:

- (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 Bank from time to time may be used by the Bank in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
  - (1) financial, insurance, cards (meaning cards used to withdraw cash or pay for goods and services, including credit cards, debit cards, ATM cards and stored value cards), banking and related services and products;
  - (2) reward, loyalty or privileges programmes and related services and products;
  - (3) 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
  - (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 Bank and/or:
  - (1) any other member of the group of the Bank;
  - (2) third party financial institutions, insurers, 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 Bank (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 any member of the group of the Bank; and
- (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (h)(i) above to all or any of the persons described in paragraph (h)(iii) above for use by them in marketing those services, products and subjects, 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 other persons in paragraph (h)(iv) above and, when requesting the Data Subject's consent or no objection as described in paragraph (h)(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.

**If a Data Subject does not wish the Bank 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 Bank at any time and without charge.**

**(i) TRANSFER OF PERSONAL DATA TO DATA SUBJECT'S THIRD PARTY SERVICE PROVIDERS USING BANK APPLICATION PROGRAMMING INTERFACES (API)**

The Bank may, in accordance with the Data Subject's instructions to the Bank or third-party service providers engaged by the Data Subject, transfer Data Subject's data to third party service providers using the Bank's API for the purposes notified to the Data Subject by the Bank or third party service providers and/or as consented to by the Data Subject in accordance with the Ordinance.

**(j) 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 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; and
- (iv) in relation to consumer credit data (including data relating to mortgages) which has been provided by the Bank to the credit reference agencies:
  - (1) to request to be informed which items of data are routinely disclosed to credit reference agencies or debt collection agencies;
  - (2) be provided with further information to enable an access and correction



request to be made to the relevant credit reference agencies or debt collection agency; and

- (3) upon termination of the account by full repayment, to instruct the Bank to request the credit reference agency to delete any such data from its database, as long as the instruction is given within five years of termination and there has been no payment default in excess of 60 days within five years immediately before account termination.
- (k) 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 may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default. 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 credit reference agencies), 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)).
- (l) 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) above) may be retained by 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 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 agencies, whichever is earlier.
- (m) 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.
- (n) Pursuant to the Ordinance, Data Subjects may make data access or data correction requests or request information regarding policies and practices and kinds of data held. Such request should be addressed to:
- The Data Protection Officer  
Taishin International Bank Co., Ltd,  
Hong Kong Branch  
6/F, Tower 5, The Gateway,  
15 Canton Road, Tsimshatsui,  
Kowloon, Hong Kong  
Telephone: (852) 2234 9009  
Fax: (852) 2234 9293
- (o) The Bank may have obtained a credit report on or access the database of the Data Subject from credit reference agencies in considering any application for credit or conducting credit reviews from time to time. In the event the Data Subject wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agencies.

- (p) To the extent permitted by the applicable regulations, the Data Subject agrees that despite any subsequent purported withdrawal of consent by the Data Subject, the data held by the Bank relating to a Data Subject may continue to be stored, processed, used, disclosed or transferred for the purpose of paragraph (d)(xvi) after such purported withdrawal of consent.
- (q) Nothing in this Notice shall limit the rights of Data Subjects under the Ordinance.

Date: January 2024