

Dear Customer,

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

Please be informed that the “Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance” (“Revised Notice”) of Wing Hang Bank Group has been revised and will take effect from 1 April 2013 (“Effective Date”). Major new clauses and amendments are highlighted as follows for your easy reference:

New clauses

1. Sharing of data and information of a data subject within Wing Hang Bank Group for anti-money laundering and counter-terrorist financing purposes (see Clause (e)(xiv)).
2. Wing Hang Bank may from time to time access and obtain consumer credit data of a data subject from a credit reference agency for reviewing credit facilities granted (see Clause (i)).

Amendments

1. Wing Hang Bank will comply with the obligations, requirements or arrangements in Hong Kong and overseas for disclosing and using the personal data of a data subject (see Clause (e)(xiii)).
2. The “Supplemental Notice to Customers relating to the Personal Data (Privacy) Ordinance - applicable to mortgages” has been incorporated into the Revised Notice (see Clause (g)).
3. To comply with the direct marketing provisions of the Personal Data (Privacy) (Amendment) Ordinance 2012 which are expected to take effect on 1 April 2013, the kinds of personal data of a data subject used for own direct marketing, the classes of services, products and subjects that may be marketed and the intention to provide the personal data of a data subject to a third party for direct marketing are specified (see Clause (h)).
4. Data in relation to written-off accounts due to a bankruptcy order will be retained in accordance with the relevant provisions under the Code of Practice on Consumer Credit Data which are effective since 1 January 2013 (see Clauses (k) to (l)).

For details, please refer to the enclosed Revised Notice.

The above new clauses and amendments will be binding on you if you continue to maintain your account(s) with our Bank or use any of our banking, financial or other services on or after the Effective Date. We may not be able to continue to provide our services to you if you do not accept the above new clauses and amendments.

Thank you for your valued support and we look forward to continuing to serve you.

WING HANG BANK, LIMITED
March 2013

Enclosures



WING HANG BANK GROUP

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

Wing Hang Bank, Limited (the “Bank”) and its various subsidiaries in Hong Kong from time to time are committed to protecting data privacy in accordance with applicable Hong Kong legal and regulatory requirements. Accordingly, the Bank and its Hong Kong subsidiaries, (each a “Company”) (unless otherwise provided), each adheres to the data policy set out in this Notice.

This Notice is provided to notify customers and other individuals of the data policy of Wing Hang Bank Group.

- (a) The provisions of this Notice form part of the account terms and conditions and/or the agreement or arrangements that a customer or other individual has entered or may enter into with any Company. If any inconsistency is found, the provisions of this Notice shall prevail.
- (b) From time to time, it is necessary for customers and various other individuals (including without limitation, applicants for banking and/or any other financial services and banking/credit facilities, sureties and persons providing security or guarantee for banking/credit facilities, shareholders, directors, officers and managers of corporate customers or applicants, sole proprietors, partners, suppliers, contractors and service providers (collectively called “data subjects”)) to supply the Company with data in connection with the opening or continuation of accounts, the establishment or continuation of banking/credit facilities or the provision of banking and/or any other financial services.
- (c) Failure to supply such data may result in the Company being unable to open or continue accounts or establish or continue banking/credit facilities or provide banking and/or other financial services.
- (d) It is also the case that data are collected by the Company from data subjects in the ordinary course of the continuation of the relationships with them, for example, when data subjects write cheques, deposit money or give instructions.
- (e) The purposes for which data relating to data subjects may be used are as follows: -
 - (i) processing of applications for banking and/or any other financial services and facilities;
 - (ii) the daily operation of the services and banking/credit facilities provided to data subjects;
 - (iii) conducting credit or other status 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 and carrying out matching procedures (as defined in the Personal Data (Privacy) Ordinance (“the Ordinance”)) by the Company or any Bank Group Company;
 - (iv) creating and maintaining the credit scoring models of the Company or any Bank Group Company;
 - (v) assisting other financial institutions to conduct credit checks and collect debts;
 - (vi) ensuring ongoing credit worthiness of data subjects;
 - (vii) designing banking and/or financial services or related products for data subjects' use;
 - (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) conducting insurance claims or analysis;
 - (xi) for operational purposes, credit assessment or statistical analysis (including behaviour analysis) of the Company or any Bank Group Company;
 - (xii) maintaining a credit history of data subjects (whether or not there exists any relationship between data subjects and the Company) for present and future reference of the Company or any Bank Group Company;
 - (xiii) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Company or any Bank Group Company 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 existing currently and in the future;
 - (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;
 - (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 Company or any Bank Group Company 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;
 - (xiv) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within Wing Hang Bank Group 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;
 - (xv) enabling an actual or proposed assignee of the Company or any Bank Group Company, or a participant, a sub-participant or a transferee of the rights of the Company or any Bank Group Company in respect of the data subjects, to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (xvi) marketing services, products and other subjects (please see further details in paragraph (h) below); and
 - (xvii) purposes relating thereto.

The Company keeps data only for as long as is reasonably required for any of the above purposes or as required by the applicable law or regulation.

- (f) Data held by the Company relating to a data subject will be kept confidential but the Company may provide such information to the following parties for the purposes set out in paragraph (e): -
 - (i) any Bank Group Company, agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, securities clearing, data processing or other services to the Company or any Bank Group Company in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to the Company including any 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) 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, to debt collection agencies;
- (vi) any person to whom the Company or any Bank Group Company is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Company or any Bank Group Company, 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 Company or any Bank Group Company are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company or any Bank Group Company 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;
- (vii) any actual or proposed assignee of the Company or any Bank Group Company or participant or sub-participant or transferee of the rights of the Company or any Bank Group Company in respect of the data subjects; and
- (viii)
 - (1) any Bank Group Company;
 - (2) third party financial institutions, insurers, 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 Company and any Bank Group Company (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 Company engages for the purposes set out in paragraph (e)(xvi) above.

The Company may disclose data to any or all of the parties stated above and may do so notwithstanding that the recipient's place of business is outside Hong Kong, including Mainland China and Macau or that such information following disclosure will be collected, held, processed or used by such recipient in whole or part outside Hong Kong.

- (g) 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 Company, 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 Company 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).

(h) USE OF DATA IN DIRECT MARKETING

The Company intends to use a data subject's data in direct marketing and the Company 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 Company from time to time may be used by the Company 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 Company'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 Company and/or:
 - (1) any Bank Group Company;
 - (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 Company and any Bank Group Company (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 Company 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 Company requires the data subject's written consent (which includes an indication of no objection) for that purpose;

- (v) The Company 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 Company 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 Company 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 Company.

- (i) For the purpose of (e)(iii) above, the Company may from time to time access and obtain consumer credit data of the data subjects from a credit reference agency 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 cancellation of credit or a decrease in the facility amount); or
 - (iii) the putting in place or the implementation of a scheme of arrangement with the data subject.
- (j) 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 Company holds data about him and of access to such data;
 - (ii) to require the Company to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Company's policies and practices in relation to data and to be informed of the kind of personal data held by the Company;
 - (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 the Company to a credit reference agency, to instruct the Company, 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 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 Company 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)).
- (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 (as defined in paragraph (j)(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.
- (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 (j)(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.
- (m) In accordance with the terms of the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.
- (n) 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, Wing Hang Bank Group, 161 Queen's Road Central, Hong Kong
Email: enquiry@whbhk.com
- (o) The Company may have obtained a credit report on the data subject from a credit reference agency in considering any application for credit. In the event the data subject wishes to access the credit report, the Company will advise the contact details of the relevant credit reference agency.
- (p) Nothing in this Notice shall limit the rights of data subjects under the Ordinance.
- (q) In this Notice, the following terms shall have the following meanings:

"Bank Group Company" means any subsidiary of the Bank, any direct or indirect holding company of the Bank, any subsidiary of any such holding company or any of their related companies (being a company in which an equity interest is held by any of the foregoing).

"Subsidiary" and "holding company" bear the same meanings given to them under the Companies Ordinance (Cap.32).
- (r) In the event of any inconsistency between the English and Chinese versions of this Notice, the English version shall prevail.

March 2013

Wing Hang Bank Group may use or provide your personal data to other persons (whether or not such persons are members of the Bank Group) for the purpose of direct marketing. If you do not wish us to do so, please contact the Data Protection Officer in writing at 161 Queen's Road Central, Hong Kong with your name and account number stated. No fee will be charged. For any enquiries, please email to enquiry@whbhk.com