

The Hong Leong Bank Berhad (Hong Kong Branch) Policy on Personal Data

1. Hong Leong Bank Berhad (Hong Kong Branch) ("HLBBHK") is the Hong Kong branch of Hong Leong Bank Berhad ("HLB"). HLB is a member of the Hong Leong Group which is a leading conglomerate based in Malaysia with diversified businesses in banking & financial services, manufacturing & distribution, property development & investment, hospitality & leisure as well as principal investment with presence in North and Southeast Asia, Western Europe and the UK, North America and Oceania. HLB's fellow group members in Hong Kong include Guoco Group Limited, Hong Leong Insurance (Asia) Limited and Lam Soon (Hong Kong) Limited.
2. Hong Kong legislation controls the collection, use and storage of personal information ("data"). This policy is being provided to individuals dealing with HLBBHK in Hong Kong ("Relevant Persons") from whom data have been and/or may in the future be collected.
3. From time to time, it is necessary for Relevant Persons to supply HLBBHK with data in connection with the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or provision of banking/financial services.
4. Failure to supply such data may result in HLBBHK being unable to open or continue accounts or establish or continue banking/credit facilities or provide banking/financial services.
5. It is also the case that data are collected from Relevant Persons in the ordinary course of the continuation of the banking/financial relationship, for example, when Relevant Persons write cheques or deposit money.
6. The purposes for which data relating to a Relevant Person may be used are as follows: -
 - (i) the daily operation of the banking/financial services and banking/credit facilities provided to Relevant Persons;
 - (ii) 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 and carrying out matching procedures;
 - (iii) creating and maintaining HLBBHK's credit scoring models;
 - (iv) assisting other financial institutions to conduct credit checks and collect debts;
 - (v) ensuring ongoing credit worthiness of Relevant Persons;
 - (vi) researching, designing, launching banking, financial, insurance services or related products for Relevant Persons' use and monitoring the provision, operation and use of such services or products;
 - (vii) marketing services, products and other subjects (please see further details in paragraph (8) below);
 - (viii) determining amounts owed to or by Relevant Persons;
 - (ix) the enforcement of Relevant Persons' obligations, including without limitation collection of amounts outstanding from Relevant Persons and those providing security or guarantee for Relevant Persons' obligations;
 - (x) complying with the obligations, requirements or arrangements for disclosing and using data that apply to HLBBHK or that it is expected to comply according to:
 - (a) any law binding or applying to it within or outside Hong Kong existing currently and in the future;
 - (b) 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 and in the future;
 - (c) 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 HLBBHK 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 Hong Leong 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;
- (xii) enabling an actual or proposed assignee of HLBBHK, or participant or sub-participant of HLBBHK's rights in respect of the Relevant Person to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (xiii) performing treasury functions;
- (xiv) provision of reference (status enquiries); and
- (xv) purposes relating thereto.

7. Data held by HLBBHK relating to a Relevant Person will be kept confidential but HLBBHK may provide such information to the following parties for the purposes set out in paragraph (6) above: -

- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to HLBBHK in connection with the operation of its business;
- (ii) any other person under a duty of confidentiality to HLBBHK including a member of the Hong Leong Group 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;
- (v) any person to whom HLBBHK is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to HLBBHK, 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 HLBBHK are expected to comply, or any disclosure pursuant to any contractual or other commitment of HLBBHK 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 Hong Kong and may be existing currently and in the future;
- (vi) any actual or proposed assignee of HLBBHK or participant or sub-participant or transferee of HLBBHK's rights in respect of the Relevant Person; and
- (vii)
 - (a) any member of the Hong Leong Group;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) 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 HLBBHK engages for the purposes set out in paragraph (6)(vii) above; and
 - (d) any nominee, trustee, co-trustee, centralized securities depository or registrar, custodian, estate agent, solicitor or other person who is involved with the provision of services or products by a member of the Hong Leong Group to that Relevant Person.

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

8. **USE OF DATA IN DIRECT MARKETING**

HLBBHK intends to use a Relevant Person's data in direct marketing and HLBBHK requires the Relevant Person'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 Relevant Person held by HLBBHK from time to time may be used by HLBBHK in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed: financial, insurance, banking and related services and products;

- (iii) the above services, products and subjects may be provided by HLBBHK and/or any member of the Hong Leong Group.

If a Relevant Person does not wish HLBBHK to use his data in direct marketing as described above, the Relevant Person may exercise his opt-out right by notifying HLBBHK.

9. Under and in accordance with the terms of the Personal Data (Privacy) Ordinance (the “Ordinance”) and the Code of Practice on Consumer Credit Data, any Relevant Person has the right: -
 - (i) to check whether HLBBHK holds data about him and of access to such data;
 - (ii) to require HLBBHK to correct any data relating to him which is inaccurate;
 - (iii) to ascertain HLBBHK's policies and practices in relation to data and to be informed of the kind of personal data held by HLBBHK;
 - (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 HLBBHK to a credit reference agency, to instruct HLBBHK, 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 HLBBHK 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)).
10. 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 (9)(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.
11. In the event any amount in an account is written-off due to a bankruptcy order being made against a Relevant Person, the account repayment data (as defined in paragraph (9)(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 Relevant Person with evidence to the credit reference agency, whichever is earlier.
12. In accordance with the terms of the Ordinance, HLBBHK has the right to charge a reasonable fee for the processing of any data access request.
13. 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
Hong Leong Bank Berhad, Hong Kong Branch
50/F, The Center, 99 Queen's Road Central, Hong Kong
Telephone: 2283 8939 or 2283 8950
Fax: 2285 3218
14. HLBBHK may have obtained a credit report on the Relevant Person from a credit reference agency in considering any application for credit. In the event the Relevant Person wishes to access the credit report, HLBBHK will advise the contact details of the relevant credit reference agency.
15. Nothing in this policy shall limit the rights of Relevant Persons under the Ordinance.

16. To help us to provide a better service to you, please ensure that your contact details including your home and office addresses, your telephone numbers (including your mobile telephone number), e-mail address and other details registered with us are up to date.
17. The provisions of this policy forms part of the account terms and conditions and/or the agreement or arrangements that you have or may enter into with HLBBHK. If any inconsistency is found, the provision of this policy shall prevail to the extent of such inconsistencies.
18. This policy is subject to change from time to time and any changes will be posted on HLBBHK's website at <https://www.hlb.com.my/hk/en/personal-banking/forms.html>.
19. In case of discrepancies between the English and Chinese versions, the English version shall prevail.

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