



Private Bank

Circular relating to the Personal Data (Privacy) Ordinance and Usage of Customer Information ("Circular")

- a) From time to time, it is necessary for customers, guarantors and security providers (each a "Subject Party") to supply Citibank N.A. (the "Bank") with, and the Bank may collect from various sources, data and information, including personal data, ("Data") in connection with the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or the provision of banking/financial services.
- b) Failure to supply such data may result in the Bank being unable to open or continue accounts, to establish or continue banking/credit facilities or to provide banking/financial services.
- c) It is also the case that Data are collected from a Subject Party and generated in the ordinary course of the continuation of the banking/financial relationship, for example, when a Subject Party gives instructions, writes checks, transfers funds, deposits money or arranges banking/credit facilities for himself/herself or for any third party or otherwise carries out transactions as part of the Bank's services. The Bank will also collect data relating to a Subject Party from third parties, including without limitation third party service providers with whom a Subject Party interacts in connection with the marketing of the Bank's products and services and in connection with a Subject Party's application 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) Data held by the Bank or any person to whom the Bank may disclose such data pursuant to paragraph (e) below (each a "Recipient") relating to a Subject Party or a Subject Party's account(s)/relationship with the Bank will be kept confidential, but the Bank or the Recipient may provide such information to the following parties at a place in or outside the Hong Kong Special Administrative Region ("Hong Kong") for the purposes set out in paragraph (e) below:
 - i) any agent, contractor or third party service provider who provides administrative, mailing, telecommunications, information technology, computer, payment, custodian, depository, nominee or securities clearing or other services to the Bank or the Recipient in connection with the operation of its business;
 - ii) any other person or entity under a duty of confidentiality to the Bank or a Recipient including its 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) any financial institution, charge or credit card issuing companies, trustees, insurers, securities and investment services providers with which the Subject Party has or proposes to have dealings;
 - v) third party service providers with whom the customer has chosen to interact with in connection with the customer's application for the Bank's products and services;
 - vi) credit reference agencies (including the operator of any centralised database used by credit reference agencies), credit information bureaus, and, in the event of default, debt collection agencies;
 - vii) any person or entity to whom the Bank or a Recipient is under an obligation or otherwise required to make disclosure under the requirements of any law, regulation, court order or contractual agreement binding on or applying to the Bank or a Recipient, 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 a Recipient is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or a Recipient 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;
 - viii) any financial institution, processing agent, or any other person who will be involved in remittance transactions or any banking/financial activities;

- ix) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the Subject Party or all or any part of the assets or business of the Bank;
- x) any party giving or proposing to give a guarantee or third party security to guarantee or secure the Subject Party's obligations; and
- xi) (1) the Bank's or a Recipient's group companies including any of the branches, subsidiaries, holding company, associated companies or affiliates of or companies controlled by or under common control with Citibank, N.A. (each an "Affiliate") and any of its directors, officers, employees, agents or contractors;
- (2) third party financial institutions, insurers, trustees, credit card companies, securities and investment services providers; and
- (3) third party 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 Bank engages for the purposes set out in paragraph (e)(viii) below.

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

- e) The purposes for which Data relating to a Subject Party or a Subject Party's account(s)/relationship with the Bank may be used by the Bank or a Recipient are as follows:
 - i) processing of applications for banking, investment, trust, insurance, credit card and/or other financial services and facilities;
 - ii) the provision, operation, processing or administration of any service or account, including credit/financial facilities, provided to the Subject Party or other customers, guarantors or security providers, and for data processing, statistical, credit, risk and AML analyses and other similar purposes;
 - iii) 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;
 - iv) creating and maintaining the Bank's credit scoring models;
 - v) assisting other credit providers approved in Hong Kong for participation in the Multiple Credit Referencing Agencies Model (hereinafter referred to as "credit providers") to conduct credit checks and collect debts;
 - vi) ensuring ongoing credit worthiness of a Subject Party;
 - vii) designing financial services or related products for the use of the Subject Party or other customers, guarantors or security providers;
 - viii) marketing financial, banking, investment, trust, insurance, credit card and related services, products and other subjects (please see further details in paragraph (h) below);
 - ix) determining the amount of indebtedness owed to or by the Subject Party or other customers, guarantors or security providers;
 - x) enforcement of a Subject Party's obligations, including without limitation the collection of amounts outstanding from the Subject Party or other customers, guarantors or security providers;
 - xi) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or a Recipient, or with which it is expected to comply, according to:
 - (1) any law binding or applying to it within or outside Hong Kong existing currently and in the future (including, but not limited to, 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 Hong Kong existing currently and in the future (including, but not limited to, guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
 - (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 a Recipient 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;

- xii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Bank (including any Affiliate) 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;
 - xiii) processing any banking/financial transactions including remittance transactions;
 - xiv) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the Subject Party to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - xv) maintaining a credit history of the Subject Party (whether or not there exists any relationship between the Subject Party and the Bank or the recipient of the data) for present and future reference; and
 - xvi) purposes relating directly thereto.
- f) Of the data which may be collected or held by the Bank from time to time in connection with mortgages and/or mortgage application(s) in relation to a Subject Party (whether as a borrower, mortgagor or guarantor and whether in the Subject Party's sole name or in joint names with others) on or after April 1, 2011, the following data relating to the Subject Party (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 credit reference agencies:
- i) full name;
 - ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the customer'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 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);
 - ix) if any, mortgage account closed date in respect of each mortgage;
 - x) mortgage application data (being the fact that the Subject Party has made an application for a mortgage loan); and
 - xi) where there is any outstanding material default of a mortgage loan, account general data together with the default data relating to such material default.

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 Subject Party with credit providers, as borrower, mortgagor or guarantor respectively and whether in the Subject Party's sole name or in joint names with others, for sharing in the consumer credit databases of credit reference agencies by credit providers (subject to the requirements of the Code of Practice of Consumer Credit Data approved and issued under the Personal Data (Privacy) Ordinance (the "Ordinance")).

- g) For the purpose of paragraph (d)(vi) above, the Bank may access and obtain from the credit reference agencies such personal and account information or records of the Subject Party (including information about the number of mortgage count) held by a credit reference agency in accordance with the Ordinance). Without prejudice to the foregoing, the Bank may from time to time access the personal and account information or records of the Subject Party (including information about the number of mortgage count) held by a credit reference agency for reviewing any of the following matters in relation to the existing credit facilities granted to the Subject Party or to a third party which obligations are guaranteed by the

Subject Party:

- (i) an increase in the credit amount;
- (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); or
- (iii) the putting in place or the implementation of a scheme of arrangement with the Subject Party or the third party.

The Bank may have obtained a credit report on the Subject Party from a credit reference agency in considering any application for credit. In the event the Subject Party wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.

h) USE OF PERSONAL DATA IN DIRECT MARKETING

The Bank intends to use a Subject Party's personal data, and also provide such personal data to its Affiliates for their use, in direct marketing as defined in the Ordinance. The Bank requires the Subject Party's consent (or written consent where personal data is provided to the Bank's Affiliate) (which includes an indication of no objection) for such purposes. In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behavior, financial background and demographic data of a Subject Party held by the Bank from time to time may be used by the Bank, and provided to its Affiliates for their use, in direct marketing;
- (ii) the following classes of services, products and subjects (whether issued or provided by the Bank, an Affiliate or a third party) may be marketed by the Bank itself and/or an Affiliate: financial, investment, insurance, credit card, trust, banking, credit and related services and products;
- (iii) the above arrangements may result in revenue/benefit sharing arrangements between the Bank and its Affiliates.

If a Subject Party does not wish the Bank to use or provide to its Affiliates his personal data for use in direct marketing as described above, the Subject Party may exercise his opt-out right by **notifying the Bank through the contact information provided in paragraph (o) below**.

- i) 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 individual has the right:
 - i) to check whether the Bank holds data about him and the right 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) 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 access and correction requests to the relevant credit reference agenc(ies) or debt collection agenc(ies); and
 - v) 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 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 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 5 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 Bank to the 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)).
- j) 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 (i)(v) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.

- k) In the event any amount in an account is written-off due to a bankruptcy order being made against a Subject Party, the account repayment data (as defined in paragraph (i)(v) 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 Subject Party with evidence to credit reference agency(ies), whichever is earlier.
- l) The Bank may have obtained a credit report(s) on a Subject Party from credit reference agency(ies) in considering any application for credit. In the event the Subject Party wishes to access the credit report(s), the Bank will advise the contact details of the relevant credit reference agency(ies).
- m) Data of a Subject Party may be processed, kept, transferred or disclosed in and to any country as the Bank or a Recipient considers appropriate. Such data may also be processed, kept, transferred or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) in such country.
- n) 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.
- o) The person who will handle requests for access to data or correction of data, or requests for information regarding policies and practices and kinds of data held, is:
- Citi Client Enquiry & Investigation Centre
Citibank N.A., Hong Kong
30/F., Champion Tower
3 Garden Road, Central
Hong Kong
- p) The Bank reserves the right to change the Circular at any time by notifying the Subject Party of the existence of a new Circular.
- q) Customers should take suitable measures to protect their personal information when using electronic conferencing applications/channels. Login credentials should be properly safeguarded and cannot be shared with a third party. If a customer has any concerns on the identity of the callers/participants or becomes aware of any irregularities, the customer should leave the conferencing application/channel immediately and contact the Bank for assistance.
- r) Nothing in this Circular shall limit the rights of customers under the Ordinance.
- s) This Circular forms part of the account terms and conditions and/or agreement or arrangements that a Subject Party has or may enter into with the Bank. Please do not hesitate to contact your relationship manager at the Bank if you have any questions.