

The Hongkong and Shanghai Banking Corporation Limited ("the Bank")

COMMERCIAL CARD PROGRAMME - EMPLOYER'S PARTICIPATION AGREEMENT (For Visa Corporate Card/Visa Purchasing Card)

Participation in the Commercial Card Programme (the "Programme") of The Hongkong and Shanghai Banking Corporation Limited (the "Bank") is subject to the following terms and conditions:

1. Card Issue

The Bank shall issue under the Programme, a charge card, being a Visa Corporate Card (the "Corporate Card") and/or a Visa Purchasing Card (the "Purchasing Card") to each of its customers (the "Employer") and to each employee identified in the Commercial Card Programme Cardholder Nomination Form annexed hereto and to such employee as may from time to time be nominated by the Employer's authorised officers. Corporate Cards and Purchasing Cards are collectively referred to below as "Cards".

2. Use of Card

The Bank shall deliver each Card to the Employer which shall be responsible for ensuring that each Card is signed by the employee whose name is embossed on the Card (the "Cardholder") immediately upon receipt and that each Cardholder observes the Commercial Card Programme Conditions of Use (the "Conditions of Use"), as may be varied, amended and supplemented from time to time by the Bank. The Bank shall be under no responsibility to ensure that a Cardholder duly complies with the Conditions of Use or any variation or supplement to them or take any legal action or proceedings against a Cardholder. The Bank shall be under no responsibility to ensure that the Card is used for any business purpose or within any Cardholder's authority conferred by the Employer in respect thereof.

3. Billing and Accounting

3.1 The Bank shall maintain a separate card account for each Card (the "Card Account"), to which the value of all purchases of goods or services and of all cash advances (in the case of Corporate Cards) effected by use of the Card ("Card Transactions") will be debited, and to which the value of credit vouchers issued in respect of the Card will be credited.

3.2 The Bank will send to the Employer monthly (on the statement date) a consolidated Card statement detailing the current total amount outstanding in respect of all Corporate Cards or Purchasing Cards, as the case may be (the "Statement Balance") and the date on which such account is due for settlement in full by the Employer ("Settlement Date"), and simultaneously to each Cardholder a Card statement detailing the current total amount outstanding on the Cardholder's Card Account and the Settlement Date.

3.3 (*Applicable to Corporate Cards Only*) Where the Employer requests that the Bank do so, the Bank will accept payments from Cardholders acting as the Employer's agent in settlement of amounts shown on any Statement Balance. Where such payment is not made in cleared funds by the Settlement Date then the Employer will make such payment immediately upon receipt of a demand from the Bank and Clause [7.1] will apply to such amounts.

3.4 The Bank shall not be liable for any act or omission of any merchant, retailer or supplier including without limitation any refusal to honour the Card or any defect or deficiency in any goods or services provided. Any claim or dispute which the Cardholder may have against or with a merchant, retailer or supplier shall not relieve the Employer of the obligation to pay the amount incurred hereunder to the Bank without deduction. Any request by mail or telephone made by the Cardholder to a merchant, retailer or supplier for the supply of goods or services to be charged to the relevant Card shall constitute authority for the merchant, retailer or supplier to issue a sales voucher for the amount to be charged and an acknowledgement that the sales voucher, if endorsed "mail order" or "telephone order" as the case may be, shall be treated as having been duly signed by the Cardholder.

3.5 (*Applicable to Purchasing Cards Only*)

In the case of Purchasing Cards, the Bank will require any retailer, supplier or merchant in Hong Kong who agrees to accept Purchasing Cards to abide by terms and conditions specifically governing such acceptance and under such terms and conditions the retailer, supplier or merchant will be required to obtain payment for a transaction only on or after the date upon which the delivery of the relevant goods and services has been made (unless such payment represents a deposit payment). Once the payment for a transaction has been so effected by use of Purchasing Card, such payment cannot be stopped. If a retailer, supplier or merchant agrees to make a refund, the Bank will credit the relevant Card Account upon receipt of the retailer's, supplier's or merchant's written instruction. The Bank cannot be held responsible for any delay in the receipt of such instructions.

3.6 All Card Transactions effected in currencies other than Hong Kong dollars (in the case of Hong Kong dollar Corporate Cards and Purchasing Cards) or US dollars (in the case of US dollar Corporate Cards) shall be debited to the relevant Card Account after conversion into Hong Kong dollars or US dollars (as the case may be) at a rate of exchange determined by reference to the exchange rate adopted by Visa International on the date of conversion, plus an additional percentage levied by the Bank and any transaction fee(s) charged by Visa International to the Bank, if applicable, which fees may be shared with the Bank.

3.7 The Employer and/or the Cardholder should notify the Bank's Card Centre of any transaction in any statement that was not authorised by the Cardholder within 60 days of the date of the statement. If the Employer and/or the Cardholder fails to report within the said period, the transaction(s) shown on the statement will be considered correct. Where the Employer and/or the Cardholder reports an unauthorised transaction before the relevant settlement date, the Employer shall be entitled to withhold payment of the disputed amount. The Bank shall not impose any interest or finance charges on such disputed amount while it is under investigation by the Bank, or make any adverse credit report against the relevant Card Account. If, following a good faith investigation by the Bank, the investigation results (which shall be binding on the Employer and the Cardholder) show that the report made by the Employer and/or the Cardholder (as the case may be) is unfounded, the Bank reserves the right to re-impose the interest or finance charges on the disputed amount over the whole period, including the investigation period.

4. Management Information

If the Employer requests and the Bank agrees, the Bank shall provide the Employer with management information by such means and in such form as may be agreed between the Employer and the Bank from time to time, on a monthly basis (or such periodic basis as may be agreed) giving, inter alia, details of the transactions undertaken by all Cards. The Bank shall have no liability for the loss, corruption, theft of the management information once such information has been dispatched or transmitted.

5. Cash Advances

(*Applicable to Corporate Cards Only*)

The Cardholder shall be entitled on presentation of a valid Corporate Card at selected branches of the Bank (or office of a member of Visa International) to receive in the domestic currency of the country in which such advances are made, cash advances in such amounts as shall be specified by the Bank or such member from time to time. The Bank shall not, however, be liable for any refusal by a member of Visa International to permit a cash advance. Where an ATM function has been incorporated in the Corporate Card, the Cardholder may use the Corporate Card to obtain cash advances (which shall be debited to the relevant Card Account) at any automated teller machine ("ATM"). Use of the ATM function shall be subject to the Bank's ATM card terms and conditions in addition to these terms and conditions. Cash advances will be subject to a handling charge and a cash advance fee at the rate set out in the Bank's *An easy guide to commercial tariffs*, which may be varied, amended and supplemented from time to time.

6. Credit Limits

- 6.1 The Bank shall assign to the Employer a credit limit which (subject as provided below) may be varied by the Bank from time to time by notice to the Employer. The Employer shall allocate the credit limit, at its discretion, amongst the Cardholders. The Employer undertakes to ensure that the aggregate of the individual credit limits assigned by it to the Cardholders shall not exceed the Programme credit limit. Subject to agreement by the Bank, the Employer may request to set up within the Programme separate Groupings (each a "Grouping") of Card Accounts, in which case each Grouping shall have a separate "Grouping Account Limit" (being the aggregate sum of the Credit limits for all Card Accounts within the relevant Grouping). The Bank may at its sole discretion (but shall not be obliged to), without prior notice to the Employer or Cardholder, permit Card Transactions to be effected in excess of the credit limit. The Employer or any Cardholder may choose to opt out of the over-the-limit facility for the relevant Card Account using the Bank's prescribed form. After the opt-out has taken effect, Card Transaction which results in the current balance exceeding the assigned credit limit of the Card Account will not be effected, whilst the Card Account may still be subject to an over-the-limit scenario under certain circumstances (including but not limited to the posting of transactions which do not require authorisation for effecting payments and transaction approved before the opt-out has taken effect yet late posted). If the relevant Card Account is not settled in full by the Settlement Date in relation to any statement, the Bank may at any time thereafter reduce the credit limit to such amount as it thinks fit without prior notice to the Employer or the Cardholder.
- 6.2 When asked to authorise a transaction the Bank will take into account any restrictions (with regard to credit limits, industry categories, countries or otherwise) on the use of the Card in question as agreed between the Bank and the Employer as well as any other transaction already debited to the relevant or any other Card Account within the Programme or Grouping (if any) or for which authorisation has been given.

7. Settlement

- 7.1 In the event that the Card Account is not settled in full on the Settlement Date, a finance charge will be imposed, calculated at the interest rate per month as specified in the Bank's *An easy guide to commercial tariffs* for the time being in force. The charge will be applied to the daily outstanding balance from the last statement date of the Card Account including all new transactions (but excluding cash advances in the case of Corporate Cards) entered into by the Cardholder since the last statement date, retrospective from the transaction date of these transactions, until the current balance is paid in full.
- 7.2 Without prejudice to Clause 6, if the Statement Balance (excluding all the fees and charges currently billed to the card statement) exceeds the credit limit for the time being assigned to the Card Account, the Bank reserves the right to charge an overlimit handling fee as set out in the Bank's *An easy guide to commercial tariffs*, as may be amended from time to time, which will be debited to the Card Account on the Statement Date.
- 7.3 A handling fee as set out in the Bank's *An easy guide to commercial tariffs*, as may be amended from time to time, will be charged to the Card Account for each returned cheque deposited in, or rejected direct debit to, the Card Account where the cheque or direct debit is not drawn on an account with the Bank.
- 7.4 Any amount owing by the Employer to the Bank hereunder shall be payable on demand and the Bank reserves the right to charge interest thereon from the date of demand at its applicable prevailing rate.
- 7.5 The whole of the outstanding balance on all Card Accounts, together with interest thereon at such rate as shall be specified by the Bank, shall become due and payable to the Bank:
- (a) where the Employer is an individual, on the Employer's bankruptcy or death,
 - (b) where the Employer is a company, if a resolution is passed or an order is made for the Employer's winding-up or if a receiver is appointed over all or any part of the Employer's undertaking,
 - (c) where the Employer is a partnership, if the Employer is dissolved,
 - (d) at the Bank's discretion, if the Employer is in breach of any of these terms and conditions, or
 - (e) upon termination of this Agreement.

The outstanding balance on all Card Accounts includes, without limitation, any regular payments, whenever charged or debited to the Card Accounts, under arrangements which are authorised or set up prior to the date of aforesaid situation (as the case may be).

8. Application of Payments

Payments and credits received by the Bank in respect of the Card Account under this Agreement shall be applied by the Bank towards payment of such items and in such order as the Bank considers appropriate without prior reference to the Employer and/or the Cardholder.

9. Liability for Transactions

- 9.1 Notwithstanding any other provisions of this Agreement, the Employer shall (without prejudice to the Bank's rights against the Cardholder) be wholly liable to the Bank for the value of all Card Transactions effected by the Cardholder (whether voluntarily or otherwise) as well as all amounts properly debited to the Card Account (wherever effected and whether or not (a) that transaction has been undertaken for the business purposes of the Employer or (b) that transaction may have arisen as a result of actions of the Cardholder without the Employer's authority or (c) authorisation has been obtained from the Bank in respect of that transaction or (d) the Card has been used in breach of any other terms contained herein or the Conditions of Use or (e) the Employer's Programme credit limit may be exceeded) as well as all fees, interest and charges payable under this Agreement. This liability shall include any transactions undertaken after the cancellation of a Card, subject however to the terms of this Clause.
- 9.2 The Card is the property of the Bank and is not transferable. The loss or theft of any Card, or (in the case of Corporate Cards) the loss, theft or disclosure to a third party of any number used in relation to any cash advance or ATM function or facility incorporated in a Corporate Card, should be reported immediately upon discovery of loss, theft or disclosure (to the Bank's Card Centre in the Hong Kong SAR – tel: 2748 8288 – or, if overseas, to any member of Visa International). The Employer shall be fully liable for all cash advances effected as a result of the unauthorised use of any such number. In respect of all other transactions debited to any Card Account as a result of the unauthorised use of a Card ("Non-cash Transactions") until notification of its loss, theft or disclosure has been received by the Bank or by a member of Visa International, except in the circumstances described below, the maximum liability for Non-cash Transactions shall be the assigned credit limit of the Card Account for the Employer. The Employer shall be fully liable for all Non-cash Transactions, without limit, if the Employer and/or the Cardholder has acted fraudulently or with gross negligence in using or safeguarding the Card or has knowingly (whether voluntarily or otherwise) provided that Card or let the Card be taken by a third party or has failed to make a report in accordance with this Clause as soon as reasonably practicable upon discovery of loss or theft. Failure to follow any measures to safeguard the Card (and in the case of Corporate Cards, such PIN number) or with regard to the usage thereof as recommended by the Bank in any communication to the Employer and/or the Cardholder from time to time may be treated as gross negligence for the above purpose.
- 9.3 The Bank shall be under no obligation to issue a replacement Card to the Cardholder following its loss or theft. Any replacement Card will be subject to a handling fee as set out in the Bank's *An easy guide to commercial tariffs*, and may be amended from time to time.

10. General Rights of the Bank

- 10.1 If the Employer is required by any applicable laws or regulations to make any deduction or withholding from any sum payable by the Employer to the Bank hereunder, then the liability in respect of that deduction or withholding shall be the liability of the Employer such that after the making of such deduction or withholding the net payment shall be equal to the amount which the Bank would have received had no such deduction or withholding been made. It shall be the full responsibility of the Employer to effect payment of such deduction or withholding to the relevant authority within the applicable time limit and the Employer shall indemnify the Bank for all consequences of the Employer's failure to do so.
- 10.2 In addition to any general right of set-off or other rights conferred by law or under any other agreement, the Bank may without notice combine or consolidate the outstanding balance of any Card Account with any other account(s) which the Employer maintain(s) with the Bank, and set-off or transfer any money standing to the credit of such other account(s) in or towards satisfaction of any liability to the Bank under this Agreement.

11. Fees and Charges

- 11.1 The Bank's initial and/or periodical fees in respect of each Card will be debited to the relevant Card Account. No fees will be refunded in the event of cancellation of any or all the Cards. In the case of Purchasing Cards, there shall be payable a set up fee and a transaction fee in respect of Purchasing Cards issued to the Employer. The amount of any fees payable in respect of the Cards are set out in the Bank's *An easy guide to commercial tariffs*, and may be amended from time to time.
- 11.2 If the Bank has incurred any legal or collection fees or other expenses which are of reasonable amount for the purpose of demanding, collecting or suing, to recover any sum payable hereunder from the Employer or for other remedies resulting from the breach or non-compliance of any terms of this Agreement, the Employer will fully reimburse the Bank for all such legal fees, and any other fees and expenses incurred in that connection. Pending such repayment, the Bank will be entitled to charge finance charges at its prevailing rate(s).
- 11.3 The current amounts or percentages of fees, charges and interest rates referred to herein are set out in the Bank's *An easy guide to commercial tariffs*, as amended from time to time, available at all branches upon request. If particular services not specified herein are required, other fees and charges as set out in the Bank's *An easy guide to commercial tariffs*, as amended from time to time may apply.
- 11.4 The Bank reserves the right to vary any and/or introduce new fees and charges from time to time and may notify the Employer of any such alterations in any manner it thinks fit. The Employer will be bound by such alterations unless the Card is returned to the Bank for cancellation before the date upon which any alteration is to have effect.

12. Personal Data

- 12.1 To enable the Bank to consider whether to provide the Employer and/or the Cardholder with any services, the Employer and/or the Cardholder (where applicable) is required to supply the Bank from time to time with his/her personal information ("Personal Data"). Failure to do so may result in the Bank's inability to provide such services.
- 12.2 The Personal Data will be used for considering the Employer's and/or the Cardholder's request and subject to the Bank agreeing to provide service, the Personal Data and all other details and all information relating to any transactions or dealings with the Bank will be used in connection with the provision of such service to the Employer and/or the Cardholder. The Bank may use, store, transfer (whether within or outside the Hong Kong Special Administrative Region (SAR)), disclose to, obtain from and/or exchange Personal Data and such other details and information to, from or with all such persons as the Bank may consider necessary, including without limitation any member of the HSBC Group, information for any purpose in connection with services the Bank may provide to the Employer and/or the Cardholder, and/or in connection with matching for whatever purpose (whether or not with a view to taking any adverse action against the Employer and/or the Cardholder) with other personal data concerning the Employer and/or the Cardholder and/or for the purpose of promoting, improving and furthering the provision of services by the Bank/other HSBC Group members to customers generally, and/or any other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of personal data as set out in Statements, Circulars, Notices or other Terms and Conditions made available by the Bank to the Employer and/or the Cardholder from time to time. Where the service provider is situated outside Hong Kong in an area where there are less stringent data protection laws, the Bank will impose on the service provider confidentiality undertakings substantially similar to the requirements of the data protection laws in Hong Kong. In any event, the Bank will remain responsible for ensuring the confidentiality of such Personal Data, details and information.
- 12.3 The Employer and/or the Cardholder (where applicable) has the right to request access to and correction of any of the Personal Data or to request the Personal Data not to be used for direct marketing purposes. Any request may be made in writing and addressed to the Bank's Data Protection Officer, P O Box 72677 Kowloon Central Post Office (email: dfv.enquiry@hsbc.com.hk) or such address and number as may be specified by the Bank from time to time. The Bank will comply with such requests unless the Bank may or is required to refuse to do so under the applicable laws and regulations.

13. Termination

- 13.1 The Employer may terminate this Agreement at any time by written notice to the Bank accompanied by the return of all the Cards. The Bank may terminate, suspend or withdraw its services under this Agreement at any time without prior notice and without showing cause and by cancelling or not renewing the Card. On being notified that the Bank has terminated this Agreement, the Employer will return the Cards to the Bank. Any termination of this Agreement or the cancellation of any Card (whether at the Employer's request or otherwise) shall be without prejudice to the liability of the Employer and any Cardholder in respect of the use of the Card pending settlement of the outstanding balance on each Card Account.
- 13.2 The Employer may at any time request the Bank to cancel or decline to renew any Card. Such request shall be made in writing and accompanied by the Card's return to the Bank. If a Cardholder's employment with the Employer is terminated, the Employer shall use reasonable endeavors to retrieve the Card from the Cardholder and shall return the Card to the Bank.

14. Notices

- 14.1 The Employer must notify, and must ensure that any Cardholder must notify, the Bank's Card Centre promptly in writing of any changes in either the Employer's or the Cardholder's address and/or contact details.
- 14.2 Any notice, instruction or other communication required to be given in connection with this Agreement by the Employer shall be in writing and shall be given by delivering it by hand or sending it by ordinary post to such address of the Bank as may be specified by the Bank and shall be deemed given or received when actually received by the Bank.
- 14.3 Any notice given by the Bank hereunder will be deemed to have been received within two days of posting to the address of the Employer and/or the Cardholder (as the case may be) last notified to the Bank.
- 14.4 The Bank may, at its discretion, accept notices, instructions and/or communications from the Employer via facsimile transmission ("fax instructions"). In respect of such fax instructions, which shall be confirmed in each case by an original copy in writing within five days thereafter, the Employer confirms that:
 - (i) The Bank is authorised to accept and act on any such fax instructions which the Bank in its sole discretion believes emanate from the Employer;
 - (ii) If the Bank acts in good faith on such fax instruction, then such fax instruction shall be binding on the Employer (whether or not such fax instruction was given by person(s) authorised by the Employer) and the Bank shall not incur any liability in respect of such fax instruction or be under any duty to verify the identity of the person(s) giving such fax instruction purportedly on the Employer's behalf; and

- (iii) The Employer shall keep the Bank indemnified against all claims, liabilities, damages, costs and expenses of any kind which may be brought against the Bank or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank's accepting fax instructions and acting thereon, whether or not the same are confirmed in writing by the Employer.

15. General

- 15.1 The utilisation of the services provided by our "Credit Cards Customer Service Hotline" is governed by its terms and conditions which may be published by the Bank from time to time in addition to these terms and conditions.
- 15.2 In the course of providing the Card services, the Bank may need to record verbal instructions received from the Employer and/or the Cardholder and/or any verbal communication between the Employer and/or the Cardholder and the Bank in relation to such services.
- 15.3 The Bank reserves the right to destroy any documents relating to the Card Account after microfilming/scanning the same and destroy any microfilmed/scanned record after such period of time as it considers prudent.
- 15.4 The Bank may from time to time introduce new products/services to be made available to the Cardholder, which shall be governed by specific terms of such products/services and, in case of any conflict between these specific terms and the terms herein, the former shall prevail.
- 15.5 The Card shall not be used for payment of any gambling or other transaction which is illegal under any applicable laws and the Bank reserves the right to decline processing or paying any Card Transaction which it suspects to be a gambling or other transaction which is illegal. In the event that the Bank suspects, believes or otherwise has knowledge that any Card Transaction effected is for the purpose of or is otherwise related to gambling or a transaction which is illegal under any applicable or relevant laws, the Bank reserves the right to reverse or cancel that Card Transaction.
- 15.6 The Bank shall not be liable for any delay, failure or computer processing error in providing any of the Bank's equipment or other facilities or services to the Employer and/or the Cardholder to the extent that it is attributable to any cause beyond the Bank's reasonable control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to the Employer and/or the Cardholder or any third party for any indirect or consequential losses arising out of or in connection with such delay, failure or computer processing error. In particular, but without prejudice to the generality of the foregoing, the Bank shall incur no liability as a result of any act or omission of any third party (which is not acting as an agent of the Bank) through which any facilities or services to the Employer and/or the Cardholder may be made available provided that the Bank shall have exercised reasonable care and skill in connection with its dealings with such third party.
- 15.7 The terms and conditions set out in this Agreement may, at the Bank's sole discretion, be changed from time to time upon giving the Employer prior notice by way of display in the Bank's premises or in the Card statement or by such other method as the Bank may decide. The Employer will be bound by such changes unless all Cards concerned are returned to the Bank for cancellation before the date upon which any changes is to have effect.

16. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Hong Kong SAR.

The Hongkong and Shanghai Banking Corporation Limited (the "Bank")

*NOTICE RELATING TO THE PERSONAL DATA (PRIVACY) ORDINANCE (THE "ORDINANCE")

- (a) From time to time, it is necessary for individuals 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 or compliance with any laws, guidelines or requests issued by regulatory or other 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.
- (c) It is also the case that data are collected from (i) customers in the ordinary course of the continuation of the banking relationship (for example, when customers write cheques, deposit money or apply for credit), (ii) a person acting on behalf of the individual whose data are provided, and (iii) other sources (for example, information obtained from credit reference agencies). Data may also be generated or combined with other information available to the Bank or any member of the HSBC Group ("**HSBC Group**" means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually) and "**member of the HSBC Group**" has the same meaning).
- (d) The purposes for which data may be used are as follows:
- (i) considering applications for products and services and the daily operation of products, services and credit facilities provided to customers;
 - (ii) conducting credit checks (including without limitation upon an application for consumer credit (including mortgage loans) and upon periodic or special reviews of the credit which normally will take place one or more times each year);
 - (iii) creating and maintaining the Bank's credit and risk related models;
 - (iv) assisting other financial institutions to conduct credit checks and collect debts;
 - (v) ensuring ongoing credit worthiness of customers;
 - (vi) designing financial services or related products for customers' use;
 - (vii) marketing services, products and other subjects as described in (f) below;
 - (viii) determining the amount of indebtedness owed to or by customers;
 - (ix) collecting of amounts outstanding from customers and those providing security for customers' obligations;
 - (x) meeting obligations, requirements or arrangements, whether compulsory or voluntary, of the Bank or any of its branches or any member of the HSBC Group to comply with, or in connection with:
 - (1) any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside the Hong Kong Special Administrative Region ("**Hong Kong**") existing currently and in the future ("**Laws**");
 - (2) any guidelines, guidance or requests 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 and any international guidance, internal policies or procedures;
 - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, or governmental, tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of the HSBC Group (together the "**Authorities**" and each an "**Authority**") that is assumed by, imposed on or applicable to the Bank or any of its branches or any member of the HSBC Group; or
 - (4) any agreement or treaty between Authorities;
 - (xi) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (xii) conducting any action to meet obligations of the Bank or any member of the HSBC Group to comply with Laws or international guidance or regulatory requests relating to or in connection with the detection, investigation and prevention of money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions and/or any acts or attempts to circumvent or violate any Laws relating to these matters;
 - (xiii) meeting any obligations of the Bank or any member of the HSBC Group to comply with any demand or request from the Authorities;
 - (xiv) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
 - (xv) purposes relating thereto.
- (e) Data held by the Bank or a member of the HSBC Group relating to an individual will be kept confidential but the Bank or a member of the HSBC Group may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph (d):
- (i) any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors, officers, agents, contractors, service providers, and professional advisers);
 - (ii) any third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business (including their employees, directors and officers);
 - (iii) any Authorities;
 - (iv) any person under a duty of confidentiality to the Bank including a member of the HSBC Group which has undertaken to keep such information confidential;
 - (v) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (vi) any persons acting on behalf of an individual whose data are provided, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the customer has an interest in securities (where such securities are held by the Bank or any member of the HSBC Group) or a person making any payment into the customer's account;

- (vii) credit reference agencies, and, in the event of default, to debt collection agencies;
- (viii) any person to whom the Bank or any of its branches or any member of the HSBC Group is under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with, paragraph (d)(x), (d)(xi) or (d)(xii);
- (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 customer; and
- (x)
 - (1) any member of the HSBC Group;
 - (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 Bank or any member of the HSBC Group (the names of such co-branding partners will be provided during the application process 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 Bank engages for the purposes set out in paragraph (d)(vii).

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

In connection with paragraph (vii) above,

- (A) 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 customer (including any updated data of any of the following data) may be provided by the Bank, or on its behalf and/or as agent, to the credit reference agency:
 - (i) full name;
 - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor);
 - (iii) Hong Kong Identity Card Number or travel document number or certificate of incorporation number;
 - (iv) date of birth or date of incorporation;
 - (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); 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 Bank for the purposes of compiling a count of the number of mortgages from time to time held by the customer (as borrower, mortgagor or guarantor respectively, whether in sole name or joint names with others) for sharing in the consumer credit database of the credit reference agency by credit providers; and

- (B) before the right referred to in (g)(v) below may be exercised, (I) in the event of any default in payment, unless the amount in default is fully repaid or written off (otherwise than due to a bankruptcy order) before the expiry of 60 days as measured by the Bank from the date such default occurred, the customer is liable to have his account repayment data retained by the credit reference agency at least until the expiry of five years from the date of final settlement of the amount in default and (II) in the event of any amount being written off due to a bankruptcy order being made against the customer, the customer is liable to have his account repayment data retained by the credit reference agency, regardless of whether the account repayment data reveal any material default, 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 customer with evidence to the credit reference agency, whichever is earlier. Account repayment data include amount last due, amount of payment made during the last reporting period, 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 material default (if any)). Material default is a default in payment for a period in excess of 60 days.

(f) Use of Data in Direct Marketing

The Bank intends to use a customer's data in direct marketing and the Bank requires the customer'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 other service portfolio information, transaction pattern and behavior, financial background and demographic data of a customer 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, credit card, banking and related services and products;
 - (2) reward, loyalty, co-branding 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 will be provided during the application 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 by or (in the case of donations and contributions) solicited by the Bank and/or:
 - (1) any member of the HSBC Group;
 - (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 and the HSBC Group (the names of such co-branding partners will be provided during the application of 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 Bank also intends to provide the data described in paragraph (f)(i) above to all or any of the persons described in paragraph (f)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires the customer'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 (f)(iv) above and, when requesting the customer's consent or no objection as described in paragraph (f)(iv) above, the Bank will inform the customer if it will receive any money or other property in return for providing the data to the other persons.

If a customer does not wish the Bank to use or provide to other persons his data for use in direct marketing as described above, the customer may exercise his opt-out right by notifying the Bank.

- (g) 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 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 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) upon satisfactory termination of the credit by full repayment and on condition that there has been, within five years immediately before such termination, no material default under the credit as determined by the Bank, to instruct the Bank to make a request to the relevant credit reference agency to delete from its database any account data relating to the terminated credit.
- (h) 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.
- (i) 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 as follows:
 - The Data Protection Officer
 - The Hongkong and Shanghai Banking Corporation Limited
 - PO Box 72677
 - Kowloon Central Post Office
 - Hong Kong
 - E-mail: dfv.enquiry@hsbc.com.hk
- (j) The Bank may have obtained a credit report on the customer from a credit reference agency in considering any application for credit. In the event the customer wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
- (k) Nothing in this Notice shall limit the rights of customers under the Ordinance.

Note: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

**Formerly known as Notice to Customers relating to the Personal Data (Privacy) Ordinance.*