

## Personal Information Collection Statement

### 1. Collection of Personal Data

From time to time, it is necessary for our clients to supply EFG Bank AG, acting through its Hong Kong branch (the "**Bank**") with personal data in connection with the opening or continuation of accounts and the establishment or continuation of banking/mortgage and other facilities or provision of banking/mortgage and other services.

It is also the case that personal data is collected from clients in the ordinary course of the continuation of the banking relationship and the Bank's business, for example, when clients write cheques or deposit money.

Within the context of this Statement:

- (a) "**Applicable Laws**" means all relevant or applicable present and future statutes, laws, regulations, agreements, directives, notices, practice notes, information papers, bye-laws and practices of any governmental, intergovernmental or supranational body, agency, department or legal, law enforcement, tax, regulatory or self-regulatory or authority or organisation, relevant exchange, market, clearing house, trading registration or depository, and court orders (whether in Hong Kong or elsewhere and whether or not having the force of law); and "**regulations**" includes any regulation, rule, official directive, request, order, directive, decree, code of practice, guidance, circular or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or legal, law enforcement, tax, regulatory or self-regulatory or other authority or organisation, including rules, requirements, customs and practices of any exchange, market, clearing house, trading registration and central depository;
- (b) "**BCAN**" means "BCAN" as defined in paragraph 5.6 of the Code of Conduct, which means "Broker-to-Client Assigned Number", being a unique identification code in the format prescribed by SEHK, generated by a relevant licensed or registered person in accordance with SEHK's requirements;
- (c) "**CID**" means "CID" as defined in paragraph 5.6 of the Code of Conduct, being the following information in relation to a client to whom a BCAN is assigned:
  - (i) the full name of the client as shown in the client's identity document;
  - (ii) the issuing country or jurisdiction of the identity document;
  - (iii) the identity document type; and
  - (iv) the identity document number;
- (d) "**Code of Conduct**" means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission issued by the SFC;
- (e) "**Collateral**" means any asset or guarantee acceptable to, and held by or for, the Bank as security and/or other assurance for a client's or any Collateral Provider's obligations, including any and all of the assets and monies in whatever currency held by the Bank for a client's or any Collateral Provider's account, and the initial and any additional margin deposit placed with the Bank by a client or any Collateral Provider, whether or not pursuant to a collateral document and include any margin provided to the Bank;
- (f) "**Collateral Provider**" means any person who from time to time provides Collateral to the Bank;
- (g) "**EFG Bank Group**" means the group from time to time comprising:
  - (i) the Bank and any of its holding companies, subsidiaries and affiliates;
  - (ii) any person who is a "**controller**" (including a "**minority shareholder controller**", as such terms are defined in the Banking Ordinance (Cap. 155 of the Laws of Hong Kong) ("**BO**")) of the Bank, or any of its holding companies, subsidiaries or affiliates;

- (iii) any person in respect of which the Bank and/or any of its holding companies, subsidiaries or affiliates is a "**controller**" (including a "**minority shareholder controller**") (as such terms are defined in the BO), and
- (iv) any of the branches or offices of the Bank or other persons mentioned in (i) to (iii),

in each case wherever located (each an "**EFG Bank Group Member**");

- (h) "**facilities**" means overdraft, credit, banking, trade finance and other accommodation (however described) which the Bank may agree to make available to the client from time to time at the request of the client or otherwise arising in connection with the provision of any other services to the client;
- (i) "**including**" shall be construed as "**including without limitation**", and references to "**include**" and related expressions shall be construed similarly;
- (j) "**personal data**" means "personal data" as defined in the PDPO, being any data:
  - (i) relating directly or indirectly to a living individual (including your CID and BCAN(s));
  - (ii) from which it is practicable for the identity of the individual to be directly or indirectly ascertained; and
  - (iii) in a form in which access to or processing of the data is practicable;
- (k) "**PDPO**" means the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong);
- (l) "**Securities**" means any investment product in any part of the world of any nature of a type commonly referred to as securities, including any shares, stocks, warrants, bonds, units in any trust or fund, or other financial instruments of any nature and any other analogous items of value, and all benefits arising from or attaching to any of the same;
- (m) "**SEHK**" means the Stock Exchange of Hong Kong;
- (n) "**services**" means any and all services, products and facilities made, or to be made, available by the Bank to the client from time to time (as may be withdrawn, added or modified by the Bank at its discretion); and
- (o) "**SFC**" means the Securities and Futures Commission.

Provision of your personal data is voluntary, but failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue facilities or provide services.

To the extent that information provided by a client includes personal data or other information relating to other persons (including any beneficial owner, or any officer, director, employee or shareholder), the client shall ensure that the client has that person's authority or consent for the client to provide their information to the Bank or any EFG Bank Group Member for its or their holding, use, storage, processing, transfer, disclosure and/or reporting (directly or indirectly) by the Bank and/or any other EFG Bank Group Member in accordance with this Statement and the PDPO.

## 2. Use of your Personal Data

The purposes for which data relating to a client may be used are as follows:

- (i) the processing of applications from clients for the establishment of accounts, services and facilities;
- (ii) the daily operation, maintenance and provision of the accounts, services and facilities provided to clients;
- (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 a client's credit history for present or future reference;
- (v) creating and maintaining the Bank's credit scoring models;
- (vi) assisting other financial institutions to conduct credit checks and collect debts;

- (vii) ensuring ongoing credit worthiness of clients;
- (viii) designing financial services or related products for clients' use;
- (ix) marketing (including organizing and delivering seminars in respect of) services, products and other subjects (please see further details in Section 7(ii) below);
- (x) determining amounts owed to or by clients or any Collateral Provider;
- (xi) collection of amounts outstanding from, and enforcing obligations owing by, clients and Collateral Providers;
- (xii) credit (including mortgage) data sharing among other credit providers;
- (xiii) over-the-counter ("**OTC**") derivative reporting;
- (xiv) observing or complying with the obligations, requirements or arrangements for disclosing and using data that apply to any EFG Bank Group Member or with which it is expected to comply according to:
  - a. any Applicable Laws binding or applying to it within or outside the Hong Kong Special Administrative Region ("**Hong Kong**") (including the provisions of the Inland Revenue Ordinance concerning automatic exchange of financial account information ("**AEOI**"). Under the laws, regulations and international agreements for the implementation of AEOI and the U.S. Foreign Account Tax Compliance Act ("**FATCA**"), financial institutions are required to identify account holders (including certain policy owners and beneficiaries) and controlling persons of certain entity policyholders who are reportable foreign tax residents and report their personal data to the local tax authority where the financial institution operates or directly to the U.S. Internal Revenue Service. The local tax authority will provide this information to the tax authority of the reportable foreign tax resident's country of tax residence on a regular, annual basis. Without limiting the generality of this Statement, the Bank and/or any other EFG Bank Group Member will use personal data (including name, address, jurisdiction(s) of tax residence, tax identification number(s) in that jurisdiction(s), account balance and income information) for the purposes of AEOI and FATCA. The personal data may be transmitted by the Bank and/or any other EFG Bank Group Member to the Hong Kong Inland Revenue Department or any other relevant domestic or foreign tax authority for transfer to the tax authority of another jurisdiction. The personal data may be transmitted by the Bank and/or any other EFG Bank Group Member to the U.S. Internal Revenue Service. In addition to AEOI and FATCA, the Bank and/or any other EFG Bank Group Member may be required to use and disclose personal data under other Applicable Laws;
  - b. 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 any EFG Bank Group Member 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 (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning AEOI);
  - c. any memoranda of understanding on international cooperation;
- (xv) in relation to securities listed or traded on the SEHK:
  - a. as required for us to provide services to you and for complying with the rules and requirements of SEHK and the SFC in effect from time to time;
  - b. allowing SEHK to: (i) collect, store, process and use your personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of

the Exchange of SEHK; and (ii) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight; and

- c. allowing the SFC to: (i) collect, store, process and use your personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements.
- (xvi) observing or complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the EFG Bank Group and/or any other use of data and information in accordance with any EFG Bank Group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (xvii) enabling an actual or proposed successor of any EFG Bank Group Member to evaluate the intended succession;
- (xviii) enabling an actual or proposed assignee or transferee of, or participant or sub-participant in, any of the Bank's rights or obligations in respect of the client to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation;
- (xix) enabling an actual or proposed purchaser of all or part of the business or shares of any EFG Bank Group Member to evaluate the intended purchase transaction;
- (xx) in connection with any EFG Bank Group Member commencing, defending or otherwise participating in any legal, arbitration, administrative or regulatory proceeding, action, investigation or inquiry before any court, tribunal or competent authority within or outside Hong Kong; and
- (xxi) any other purposes relating to the purposes listed above.

With respect to the above purposes, the Bank and its service providers may use manual and automated methods to process your Personal Data including the use of systems and services which implement big data analytics and artificial intelligence (including generative artificial intelligence) ("**BDAI**"). Such BDAI may be used by the Bank for the purposes set out above, to supplement those purposes or to improve how such purposes are achieved. The Bank may also use BDAI for: (a) for the enhancement of services and the improvement of customer experience; (b) software programming, data generation for service and products testing, and/or defect detection; and/or (c) more generally, for the assistance with the Bank's internal processes. All of these purposes may involve third-party service providers.

The Bank has implemented policies and procedures designed to limit risks associated with BDAI and ensure that BDAI is used responsibly, ethically and fairly.

### 3. Transfer of your Personal Data

Personal data held by the Bank relating to a client will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in Section 2 above:

- (i) any agent, contractor or third party service provider (whether or not an EFG Bank Group Member) providing services to any EFG Bank Group Member (including any legal advisor, auditor or other professional advisor, any rating agency, insurer or insurance broker, direct or indirect provider of credit protection, and any provider of administrative, back office support, telecommunications, computer, payment or securities clearing or other services) in connection with the operation of its business;
- (ii) any broker, correspondent, dealer, custodian, sub-custodian, depository, advisor, banker, dealer, debt collection agency, attorney, manager and other agent and any of its associates (whether or not any of them is an EFG Bank Group Member) to whom the Bank delegates any of its duties, functions or obligations in respect of agreements with a client;

- (iii) any person who provides introducing services to the Bank or to whom the Bank provides introductions or referrals;
- (iv) any third party fund manager (whether or not an EFG Bank Group Member) who provides asset management services to the client;
- (v) any bank, financial institution, exchange (including the SEHK), market or clearing house, depository, depository agent, payment clearing or settlement system, trade repository, fund registrar, fund manager, nominee, custodian, broker, issuer, manager or underwriter of Securities through, with or in which the client has or proposes to have dealings;
- (vi) any person with (or through) whom the Bank enters into any transaction as a counterparty, or who is the issuer, vendor, purchaser or agent of any of them;
- (vii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- (viii) credit reference agencies, and, in the event of default, to debt collection agencies;
- (ix) credit enquiry agents;
- (x) any other person requesting status reports on the client's account(s) and service(s) and banker's references;
- (xi) any swap or trade repositories (including any OTC derivative trade repository) or similar facilities or institutions, or one or more systems operated by any of them and/or any relevant regulator, and their service providers;
- (xii) any actual or prospective Collateral Provider;
- (xiii) any other EFG Bank Group Member;
- (xiv) any other person under a duty of confidentiality to an EFG Bank Group Member which has undertaken to keep such information confidential;
- (xv) any actual or prospective successor of any EFG Bank Group Member;
- (xvi) any person to (or through) whom the Bank assigns or transfers (or may potentially assign or transfer) all or any of its rights or obligations in respect of the client (including an actual or proposed taker of a mortgage, charge, assignment or other security over any of the Bank's rights in respect of a client);
- (xvii) any person to (or through) whom the Bank enters into (or may potentially enter into) any participation or sub-participation in relation to, or any other transaction under which payments are to be made by reference to, any actual or proposed facility or the client;
- (xviii) any actual or prospective purchaser of all or any part of any EFG Bank Group Member's business or shares;
- (xix) any person to the extent required for purposes of any litigation, arbitration, administrative, investigative or regulatory proceedings or procedure;
- (xx) any person to whom any EFG Bank Group Member is under an obligation or otherwise required or expected to make disclosure under the requirements of any Applicable Laws binding on or applying to any EFG Bank Group Member or with which any of them is expected to comply, or any disclosure under and for the purposes of any memoranda of understanding or any disclosure pursuant to any contractual or other commitment of any EFG Bank Group Member with local or foreign legal, regulatory (including the SFC), 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 any EFG Bank Group Member 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; and
- (xxi) any relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC);

- (xxii) subject, in the case of any client who is an individual, to the Bank's policy on the use of personal data for direct marketing purposes as set out in Section 7:
- a. a member of the EFG Bank Group;
  - b. third party financial institutions, insurers, credit card companies, securities, banking and investment services providers and providers of similar products and services;
  - c. third party reward, loyalty, co-branding and privileges programme providers;
  - d. co-branding partners of the Bank and EFG Bank Group (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);
  - e. charitable or non-profit making organisations; and
  - f. external service providers (including telecommunication companies, data processing companies and information technology companies),

that the Bank or an EFG Bank Group Member engages for the purposes set out in Section 2 above;

- (xxiii) any other person where permitted or required by Applicable Laws; and/or
- (xxiv) any other person with the client's consent (whether given expressly or by the client's conduct (such as, if the client asks that other person to accompany the client to a meeting with the Bank) or otherwise),

in each case whether in Hong Kong or elsewhere and irrespective of whether the laws concerning confidentiality, banking secrecy or data protection are more or less stringent in the place to which the information is transferred.

For the purposes set out above, transfers of such information may also be made to recipients using cloud computing services and systems. Your personal data may be stored or processed in Hong Kong or outside of Hong Kong, including on cloud computing systems operated by cloud service providers. Data is stored and processed in accordance with applicable standards and requirements.

#### 4. Data Processing

The data processing, settlements and other back-office services ("**Tasks**") relating to data subjects' accounts may be handled by the EFG Bank Group, Switzerland and/ or the Bank's processing centre in Switzerland (the "**Processing Centre**").

For the Tasks which are handled by the Bank's Processing Centre, data subjects' data will be transferred to Switzerland.

The government and supervisory authorities in Switzerland do not generally have right of access to the personal data of Hong Kong data subjects unless it is necessary for the purposes of an investigation or prosecution of an offence alleged or suspected to have been committed under any written law in Switzerland.

There is also no obligation on the part of EFG Bank Group, Switzerland to disclose any information unless it is ordered to do so by a Swiss court or where disclosure is required by the supervisory authority of the Bank.

#### 5. Online Banking

We work in partnership with you to protect your online activities through our eBanking website (the "**Site**"). The Bank is committed to offering you a secure and private online banking experience, protecting your personal data in a secure and managed environment. Our protection strategies as well as continuous evolution enforce our security measures, in response to technological changes and emerging threats.

Both you and the Bank have an important role in protecting your data as well as preventing any fraud.

All your communications with the Site over the public internet is encrypted using 128-bit Secure Socket Layer ("**SSL**") encryption technology – an industry standard for encryption over internet to protect data. The Site uses an extended validity ("**EV**") digital certificate to prove its identity. The certification process has undergone extensive verification and is intended to provide the highest level of confidence of the authenticity of the Site.

For security, the Site applies two-level authentication for user logon, namely:

- logon credentials, i.e. username and password;
- a one-time-passcode generated by an electronic token assigned exclusively for you.

To help protect your account from password guessing, an intrusion lock will be applied to block access to the Site upon three consecutive incorrect password and/or one-time-passcode attempts. In that event, please contact your CRO/relationship manager to reinstate your service accordingly. In addition, an online session will be terminated after 20 minutes of inactivity to prevent unauthorised access in case, for example, you leave your device unattended or you do not log off at the end of your session.

The Site may use cookies, spotlight tags, web beacons and the like (collectively the "**Cookies**") to record your visit behaviour and use patterns, but no personal or transaction data, for our analysis and to improve our service(s). Cookies are small bits of information that are stored on the web browser in your computer or other device and which can be retrieved by the Site. Most browsers allow "cookies" by default, but you may disable them, at your discretion, in the browser settings. Nevertheless, by turning off cookies you may not be able to take full advantage of the functionality of the Site.

The Site provides a secure messaging function to facilitate communication with us. This is subject to availability from time to time but when you utilize this function all your messages to us will be saved and transmitted within our secure environment. However, you should note that secure messaging is for general communications with us and may not be used to communicate any Instructions or effect order placement.

To enhance data security, you can help protect your information and improve your online banking experience by doing the following:

- Validate website authenticity by checking the relative certificates;
- Install a Firewall and Antivirus software and apply up-to-date rules and updates on your computer;
- Do not open any suspicious emails and attachments;
- Do not click on any hyperlinks embedded in emails without any validation;
- Promptly apply patches and security updates for your operating system, applications, plug-ins, and other software;
- Secure your wireless network by enabling a robust encryption algorithm;
- Clean up your browsing history regularly;
- Erase the cache regularly;
- Erase any confidential downloads;
- Close the browser window after ending an online session;
- Do not enable 'AutoComplete' function of your browser or plug-ins which may store confidential information on your computer;
- Safeguard your logon credentials (username and password) and token
- Do not share your credentials with anyone, including Bank staff, Police or other authorities. Bank staff will never ask for your password;
- Change your password regularly;
- Do not create your password with easily guessed codes, such as date of birth, telephone number, and other personal identifiers for yourself or family members;
- Keep your token safely;
- Do not use any administrator mode or privileged accounts for day-to-day use;
- Never write down your password on the token or keep it with it;
- Do not write down or record the password without disguising it;
- Do not disclosed personal identity information, such as identity card, passport, address, bank accounts or similar identifiers to any persons failing to prove their identity or on any doubtful websites;
- Do not attempt to access internet banking services through public or shared computers (such as cyber cafes, public libraries and the like);
- Refer to any further security advice issued by the Bank from time to time;

- Do not connect to third party intermediary account aggregation service and not managed by the Bank;
- Remove file, printer and other resource sharing on your device connecting to the internet;
- If in doubt, contact the Bank immediately.

#### 6. Personal Data in connection with Mortgages

With respect to data in connection with mortgages applied for by a client (whether as a borrower, mortgagor or guarantor and whether in the client's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the client (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 a credit reference agency:

- (i) full name;
- (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the client'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 Bank for the purposes of compiling a count of the number of mortgages from time to time held by the client with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the client'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 PDPO.

In respect of any mortgage loan which existed prior to 1 April 2011 and which continued after that date the Bank may, if the client consents, provide the credit reference agency information with general data relating to the account or the fact that the client has applied for a mortgage loan, or where there is any outstanding material default after 1st April 2011, the Bank may, without requiring the consent of the client, provide general data relating to the account as well as data relating to such material default.

#### 7. Use of Personal Data in Direct Marketing

The Bank intends to use a client's data in direct marketing and the Bank requires the client'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 client 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:
  - a. financial, insurance, credit card, banking, mortgage and related services and products;
  - b. reward, loyalty or privileges programmes and related services and products;
  - c. services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and

- d. donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
  - a. any EFG Bank Group Member;
  - b. third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - c. third party reward, loyalty, co-branding or privileges programme providers;
  - d. co-branding partners of the Bank and the Bank's group companies (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
  - e. 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 Section 7(i) above to all or any of the persons described in paragraph Section 7(iii) above for use by them in marketing those services, products and subjects, and the Bank requires the client'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 Section 7(iv) above and, when requesting the client's consent or no objection as described in Section 7(iv) above, the Bank will inform the client if it will receive any money or other property in return for providing the data to the other persons.

**After providing consent, if a client does not wish the Bank to use or provide to other persons his data for use in direct marketing as described above, the client may exercise his opt-out right by notifying the Bank.**

#### 8. Rights of Data Subjects

Under and in accordance with the terms of the PDPO and the Code of Practice on Consumer Credit Data, any client 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, including in relation to the use of BDAI in specific processes;
- (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 Bank to a credit reference agency, to instruct the Bank, 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 Bank 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)).

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 Section 8(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.

In the event any amount in an account is written-off due to a bankruptcy order being made against a client, the account repayment data (as defined in Section 8(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 client with evidence to the credit reference agency, whichever is earlier.

9. Requests for Data Access / Correction

In accordance with the terms of the PDPO, the Bank has the right to charge a reasonable fee for the processing of any data access request.

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  
EFG Bank AG, Hong Kong  
18/F, International Commerce Centre  
1 Austin Road West, Kowloon, Hong Kong  
Telephone: +852 2298 3152  
Fax: +852 2298 3400  
Email: [hkdpo@efgbank.com](mailto:hkdpo@efgbank.com)

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

Nothing in this Statement shall limit the rights of clients under the PDPO.

## China Addendum to the Personal Information Collection Statement

This China Addendum to the Personal Information Collection Statement (this “**Addendum**”) supplements and modifies the Personal Information Collection Statement (the “**Master Privacy Notice**”) in accordance with the *Personal Information Protection Law of the People’s Republic of China* and other applicable laws, regulations and rules of the People’s Republic of China (“**Mainland China**”, for the purposes of this Addendum, exclusive of Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan) relating to privacy and data protection (collectively, the “**Applicable Laws**”).

This Addendum applies to the collection, storage, use, treatment, transmission, provision, publication, deletion and other processing (collectively, “**Processing**”, the terms “**Process**”, “**Processor**” and “**Processed**” shall be interpreted accordingly) of Personal Information (as defined below) of natural persons resident in Mainland China by the Bank, which is a Personal Information Processing Entity as defined under the Applicable Laws (the “**Bank**”, “**we**”, or “**us**”). For the purposes of this Addendum, “**Personal Information**” (also referred to as “Personal Data” in the Master Privacy Notice) refers to any information relating to an identified or identifiable natural person, excluding anonymized information.

Please read this Addendum fully and carefully. **If you continue to use our products and/or services, you will be deemed as having read, understood, accepted and consented to this Addendum and agreed to be bound by this Addendum.**

Unless otherwise defined herein, capitalized terms used in this Addendum shall have the same meanings given to them in the Master Privacy Notice.

### Principles of Processing Your Personal Information

In addition to the principles set out in the Master Privacy Notice, we will only collect your Personal Information that is directly relevant to our Processing purposes as specified in the Master Privacy Notice, to the minimum extent necessary to achieve such purposes, and Process your Personal Information in good faith and insofar as necessary, and in a manner that is legal and proper and has the minimum impact on your rights and interests. To the extent required by the Applicable Laws, you will be expressly informed of the names and contact details of the Personal Information Processing entities (including but not limited to the Bank and other “EFG Bank Group Members” (as defined in the Personal Information Collection Statement), the purposes and methods of the personal information Processing, the types of personal information Processed, the period for which the personal information will be retained, the methods and procedures for you to exercise your rights under the Applicable Laws, etc., and we will seek your corresponding consent.

### Processing of Sensitive Personal Information

For the purpose of the Applicable Laws, “Sensitive Personal Information” means any Personal Information that is considered to be sensitive according to the Applicable Laws, including any Personal Information that, if leaked or illegally used, is likely to cause harm to a natural person’s personal dignity or endanger a natural person’s personal or property safety, such as Personal Information revealing biometrics, religious beliefs, particular capacity, financial accounts, location tracks, etc., as well as Personal Information of minors under the age of 14.

In principle, we will Process your Sensitive Personal Information only to the extent truly necessary for the purposes of providing, or assessing the feasibility of providing, you with our relevant products and/or services, conducting credit and other necessary checks against you, and other specific purposes as specified in the Master Privacy Notice. We may not be able to provide you with our relevant products and/or services if you do not consent to our Processing of your Sensitive Personal Information.

Before and when we Process your Sensitive Personal Information, we will also take necessary steps to ensure our compliance with the Applicable Laws, including but not limited to providing you with a notice or statement on the necessity of our Processing of your Sensitive Personal Information (to the extent not fully covered by the Master Privacy Notice and this Addendum, if any) and how your rights and interests might be affected by our Processing activities, taking strict security protection measures including those as specified in the Master Privacy Notice and this Addendum, etc., in accordance with the Applicable Laws.

### Sharing, Transfer and Provision of Your Personal Information

Subject to your separate consent to the extent required by the Applicable Laws, for the purposes as specified in the Master Privacy Notice, we may share with, transfer to, or otherwise provide to, other EFG Bank Group Members that may be located outside of Mainland China) and other third parties such as our vendors, service providers and subcontractors, various types of your Personal Information (including Sensitive Personal Information), and we will procure that such recipients of your Personal Information will also Process your Personal Information in accordance with the Master Privacy Notice and this Addendum, to the extent required by the Applicable Laws.

### **Storage of Your Personal Information**

As we operate our business outside of Mainland China, your Personal Information will inevitably be stored on the servers of the Bank and/or other EFG Bank Group Members (or the data storage service providers engaged by them) outside of Mainland China. As required by the Applicable Laws, we will store your Personal Information for the shortest period of time that is necessary for achievement of the corresponding purposes, and delete or anonymize your Personal Information under the circumstances as stipulated by the Applicable Laws (including but not limited to the expiration of the storage period, our cessation of products and/or services provision to you, etc.), but if deletion or anonymization of your Personal Information cannot be easily completed from a technical perspective, we will only continue storing and applying necessary security protection measures to your Personal Information and cease to otherwise Process your Personal Information.

### **Access to your personal information or questions about this Addendum**

You may exercise your rights available under this Addendum and the Applicable Laws (including but not limited to rights of Personal Information review, reproduction, correction, deletion, portability, etc.), by contacting us at the details set out in the Master Privacy Notice.

You can also write to us if you have any questions about this Addendum.