Personal Information Collection Statement

In compliance with the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) (the "**Ordinance**"), Banque Pictet & Cie SA, Hong Kong Branch (the "**Bank**") would like to inform its clients (the "**Client**") of the following (unless this document states otherwise, capitalised terms shall have the meanings given to them in the Bank's General Business Conditions):

(1) From time to time, the Client may be required to supply the Bank with data (including "Personal Data" within the meaning of the Ordinance), or the Bank may have obtained from any other sources such data in connection with any Account, Services and/or Products, Assets, investments or transactions made with or through the Bank and in the ordinary course of the Client's relationship with the Bank ("Data"). Failure to supply, or to allow the Bank to use or disclose, such Data may result in the Bank being unable to provide, or continue to provide any of the Services and/or Products to the Client or comply with Applicable Laws.

Data may include, but shall not be limited to, information relating to:

(a) the Client, beneficial owners, agents and representatives of the Client and other persons involved in the banking relationship, as well as the instructing party and recipient of a payment or instruction (for example the name, address, nationality, place of residence and date and place of birth; in the case of companies or legal entities, the registered office, information with respect to business activity, structure and capital);

(b) the business relationship between the Client and the Bank (or any entity of the Pictet Group) (for example, the account number(s), purpose, date of account opening and status of the relationship, origin of funds, amounts and types of historic transactions);

(c) the transactions or Services and/or Products concerned (for example, the purpose and economic background of the transaction, reason for payment);

(d) the login data (whether using any online or web-based platform, telephone and/or any other communication system otherwise) of the Client, beneficial owners, agents and representatives of the Client and/or other persons involved in the banking relationship, as well as the instructing party and recipient of a payment or instruction; and

(e) the contents of communication with the Client, beneficial owners, agents and representatives of the Client and/or other persons involved in the banking relationship (including but not limited to those via Electronic Means).

(2) Data may be collected, used, disclosed and/or processed by the Bank for the following purposes (whether before or after the termination of the Client's relationship with the Bank):

(a) the processing of applications for, and daily operation of the Services and/or Products provided to the Client or to other persons for whom the Client acts as security provider, surety and/or guarantor;

(b) carrying out the Client's or any of its authorised signatories' instructions, or responding to any enquiry from the Client or any of its authorised signatories;

(c) conducting credit checks, matching procedures, data verification, due diligence and risk management at the time of application for credit (including without limitation upon an application for consumer credit (including mortgage loans) and at the time of regular or special reviews which will normally take place one or more times each year);

(d) creating and maintaining the credit scoring and risk related models of the Bank and/or any entity of the Pictet Group;

(e) assisting other financial institutions to conduct credit checks and collect debts;

(f) ensuring the ongoing creditworthiness of the Client, any beneficial owners, security providers, sureties and/or guarantors;

(g) maintaining the credit history of the Client, any beneficial owners, security providers, sureties and/or guarantors for present and future reference;

(h) facilitating remittance and wire transfers;

(i) designing financial services or related products for the Client's use (including, where appropriate, providing the Client with financial advice);

(j) marketing services and products as described in paragraph (4) below;

(k) establishing, continuing, managing or furthering the relationship between the Client and the Bank and/or any entity of the Pictet Group;

(l) determining the amount of indebtedness owed to or by the Client, any beneficial owners, security providers, sureties and/or guarantors;

(m) collection of amounts outstanding from the Client, any beneficial owners, security providers, sureties and/or guarantors;

(n) meeting any requests or requirements to make disclosure under Applicable Laws;

(o) enabling an actual or proposed assignee or transferee of the Bank or an entity of the Pictet Group (or any part of its business), or participant, sub-participant or transferee of the rights of the Bank or an entity of the Pictet Group with regard to the Client, any beneficial owners, security providers, sureties and/or guarantors, to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation;

(p) complying with the obligations, requirements or arrangements for disclosing and using Data that apply to the Bank or any of its branches (and/or any entity of the Pictet Group) or that it is expected to comply according to:

(i) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. the Inland Revenue Ordinance (Cap. 112 of the Laws of Hong Kong) and its provisions including those concerning automatic exchange of financial account information);

(ii) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information); and/or

(iii) 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 any of its branches (and/or any entity of the Pictet Group) 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;

(q) complying with the obligations, requirements, policies, procedures, measures or arrangements for sharing the Data within the Pictet Group and/or any other use of the Data in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;

(r) facilitating the communication between the Client and the Bank and/or any entity of the Pictet Group via an online telephone system or communication system;



(s) enforcing or defending the rights of the Pictet Group And Its Affiliates;

(t) any purpose as required by Applicable Laws; and

(u) any purpose relating to any of the above or in connection with the business of the Bank and/or any entity of the Pictet Group.

(3) The Bank may, in its sole and absolute discretion, provide the Data to the following parties (whether within or outside the Hong Kong) for the purposes set out above:

(a) any agent, contractor or third-party service provider appointed by the Bank or any entity of the Pictet Group (and any sub-contractor engaged by them) who provides investment, legal, consultancy, certification, accounting, audit, administrative, data processing, telecommunications, telemarketing, information technology, payment, debt collection or securities clearing or other services to the Bank or any entity of the Pictet Group in connection with the operation of its business;

(b) the head office and any branches, subsidiaries, associated or affiliated companies of the Bank or any entities of the Pictet Group;

(c) any person acting or proposing to act as security provider, surety and/or guarantor of the Client;

(d) any person under a duty of confidentiality to the Bank and/or any entities of the Pictet Group or who has undertaken to keep such Data confidential;

(e) any financial institution with which the Client has or propose to have dealings;

(f) credit reference agencies and, in the event of default, to debt collection agencies;

(g) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;

(h) any person making any payment into the Account (by providing a copy of a deposit confirmation which may contain the Client's name);

(i) any actual or proposed assignee or transferee of the Bank or an entity of the Pictet Group (or any part of its business) or any participant, sub-participant or transferee of the rights of the Bank or an entity of the Pictet Group in respect of the Client, any beneficial owners, security providers, sureties and/or guarantors;

(j) any person or entity who has established or proposes to establish any business relationship with the Bank, any entity of the Pictet Group or the recipient of the Data;

(k) any person as required by Applicable Laws;

(l) third-party financial institutions, insurers, credit card companies, securities and investment services providers;

(m) third-party reward, loyalty, co-branding and privileges programme providers;

(n) co-branding partners of the Bank and any entity of the Pictet 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); and

(o) charitable or non-profit making organizations.

The Data may be transferred overseas pursuant to the above provisions.

The Data disclosed pursuant to the above provisions may be subject to further disclosure by the recipient to other parties for the purposes set out above. Such further disclosure will be subject to the laws of the country in which the recipient is located, where applicable, and such laws may be wider in scope and implemented under less restrictive terms than would otherwise be the case in Hong Kong due to difference in Applicable Laws.

In connection with the above provisions, 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 Client (including any updates thereto) will be provided by the Bank to the credit reference agency and/or, in the event of default, to a debt collection 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);

(ix) if any, mortgage account closing date in respect of each mortgage;

(x) mortgage application data; and

(xi) where there is any outstanding material default of a mortgage loan, any Account general data together with the default data relating to such material default.

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 (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.

Where the Bank grants any credit facilities to the Client or to another person for whom the Client acts as guarantor, in the event that the Client or the borrower default(s) in repayment for a period exceeding 60 days, the Data may be retained by the relevant credit reference agency for up to 5 years from the date of final settlement of the amount in default.

In the event of any amount in default being written off due to a bankruptcy order being made against the Client or the borrower for whom the Client acts as guarantor, the relevant credit reference agency may retain the Data until the earlier of (i) the expiry of 5 years from the date of final settlement of the amount in default, or (ii) the expiry of 5 years from the date of discharge from bankruptcy as notified to the relevant credit reference agency by the Client with evidence.

The Client has the right, once the loan account is terminated by full repayment, to instruct the Bank to request the relevant credit reference agency to delete from its database any Data relating to the terminated account, provided that there has not been, within 5 years immediately before account termination, any default in payment on the account for a period exceeding 60 days.

For the purpose of the above provisions, Data may include Account general data (i.e., general particulars of the loan account such as account opening date, repayment terms, whether the Client was a borrower or guarantor, approved loan amount) and Account repayment data (such as the amount repaid, outstanding balance of the loan, default data including the amount and number of days overdue).

(4) Use of Data in Direct Marketing

The Bank intends to use the Data (including Personal 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, the Client should note that:

(a) the name, contact details, products and other service portfolio information, transaction pattern and behaviour, financial background and demographic data of the Client held by the Bank from time to time may be used by the Bank in direct marketing;

(b) financial, insurance, credit card, banking and related services and products (in respect of which the Bank may or may not be remunerated) may be marketed;

(c) the above services and products may be provided and/or marketed by (i) the Bank and/or any entities belonging to the Pictet Group; or (ii) third-party financial institutions, insurers, credit card companies, securities and investment services providers;

(d) in addition to marketing the above services and products itself, the Bank also intends to provide the data described in paragraph (4)(a) above to all or any of the persons described in paragraph (4)(c) above for use by them in marketing those services and products, and the Bank requires the Client's written consent (which includes an indication of no objection) for that purpose; and

(e) the Bank may receive money or other property in return for providing the data to the other persons as contemplated in paragraph (4)(d) above and, when requesting the Client's consent or indication of no objection as described in paragraph (4)(d) 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.

If the Client does not wish the Bank to use or provide to other persons any Data for use in direct marketing as described above, the Client may exercise the Client's opt-out right by notifying the Bank.

(5) The Bank may have obtained a credit report on the Client from a credit reference agency or credit bureau 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 or credit bureau.

(6) The Bank and its officers may use or disclose the Data for the purpose or to those parties as set out in the above provisions.

Where the Client provides the Bank with any Data (including Personal Data), the Client should ensure that the Client has taken all action necessary to authorise the disclosure of such Data to the Bank and the use by the Bank of such Data as set out in the above provisions and the Bank's General Business Conditions.

(7) The Client may request access to and correction of the Client's Personal Data upon payment of a reasonable fee. Under and in accordance with the Ordinance and the Code of Practice on Consumer Credit Data approved and issued thereunder, the Client also has the right to ascertain the Bank's policies and procedures in relation to the Data, to be informed about the kind of Personal Data held by the Bank and which items of the Data the Bank routinely discloses to credit reference agencies and/or debt collection agencies, and to be provided with further information to enable the making of a data access and correction request to the relevant credit reference agency or debt collection agency, as the case may be. Any requests for access to the Data or correction of the Data or for information regarding policies and practices and kinds of the Data held should be made in writing to the following:

Data Protection Officer Asia
Banque Pictet & Cie SA, Hong Kong Branch
9/F, Chater House, 8 Connaught Road Central, Hong Kong
asia-data-protection@pictet.com

(8) Nothing in this document shall limit the rights of the Client under the Ordinance.