

**UNICREDIT BANK AG, HONG KONG BRANCH**  
**Incorporated in Germany with limited liability**  
**Privacy Statement**

The purpose of this document ("Privacy Statement") is to inform you of how UNICREDIT BANK AG, HONG KONG BRANCH manages Personal Data (as defined below) which is subject to the Personal Data (Privacy) Ordinance (Cap. 486) ("the PDPO"). Please take a moment to read this Privacy Statement so that you know and understand the purposes for which we collect, use and disclose your Personal Data.

By interacting with us, submitting information to us, or requesting, applying or signing up for any products or services offered by us, you agree and consent to UniCredit Bank AG, Hong Kong Branch, and its related corporations (including any of its branches and offices and/or its ultimate holding company, any subsidiary and affiliate of UniCredit or of its ultimate holding company and all associated companies whether in Hong Kong or elsewhere) (collectively, the "Companies"), as well as their respective representatives and/or agents ("Representatives") (the Companies and Representatives collectively referred to herein as "UniCredit", "us", "we" or "our") collecting, using, disclosing, sharing amongst themselves and processing (as defined in the PDPO) your Personal Data, and disclosing such Personal Data to the UniCredit's authorised service providers and relevant third parties in the manner set forth in this Privacy Statement.

This Privacy Statement supplements but does not supersede nor replace any other consents you may have previously provided to UniCredit in respect of your Personal Data, and your consents herein are additional to any rights which to any of the Companies may have at law to collect, use or disclose your Personal Data. In the event of any inconsistency or discrepancy between the provisions of this Privacy Statement and any existing terms and conditions of any contractual agreement entered into between you and us, the provisions of this Privacy Statement shall prevail.

UniCredit may from time to time update this Privacy Statement to ensure that this Privacy Statement is consistent with our future developments, industry trends and/or any changes in legal or regulatory requirements. Subject to your rights at law, you agree to be bound by the prevailing terms of the Privacy Statement as may be updated from time to time, hard copies of which may be provided to you at your request. Please ensure that you keep yourself updated as to the manner in which we handle your Personal Data.

1. Personal Data

- 1.1 "Personal Data" refers to any data, (a) relating directly or indirectly to a living individual; (b) from which it is practicable for the identity of the individual to be directly or indirectly ascertained; and (c) in a form in which access to or processing of the data is practicable, including data in our records as may be updated from time to time.
- 1.2 Examples of such Personal Data you may provide to us include, without limitation, your names, title, addresses, contact numbers, thumbprint, identity card and/or passport details, and copies of such identity cards and/or passports, date of birth, and financial and transaction pattern and behaviour data in connection with (1) the opening or continuing of accounts and (2) the establishment or continuation of banking facilities or provision of banking, financial and other services, and any other information relating to any individuals which you have provided us in any forms you may have submitted to us (including in the form of biometric data), or via other forms of interaction with you.

2. Collection of Personal Data

- 2.1 Generally, but without limitation, we collect Personal Data from you in the following ways:
- (a) when you submit any form, including but not limited to application, declaration or referral forms;

- (b) when you enter into any agreement or provide other documentation or information in respect of your interactions with us (for example when you write cheques, deposit money or gain access to our services), or when you use our services;
- (c) when you interact with our staff, including customer service officers and other representatives, for example, via telephone calls (which may be recorded), letters, fax, face-to-face meetings, road shows, events and email;
- (d) when images of you are captured by us via CCTV cameras while you are within our premises, or via photographs or videos taken by us or our representatives if you attend our events on behalf of our institutional customers;
- (e) when you use our services (including electronic services) provided through online and other technology platforms such as websites;
- (f) when you request that we contact you, be included in an email or other mailing list; or when you respond to our request for additional Personal Data, our promotions and other initiatives;
- (g) when you are contacted by, and respond to, our marketing representatives and agents and other service providers;
- (h) when we seek information about you and receive your Personal Data in connection with the relationship of the institutional customer with us, including for banking products, for example, from business partners, public agencies, credit reference agencies and the relevant authorities; and/or
- (i) when Personal Data is submitted to us for any other reason or in connection with any other action.

2.2 If you provide us with any Personal Data relating to a third party (including, but not limited to, information of your customers, directors, authorised signatories, employees), by submitting such information to us, you represent and warrant to us that you have obtained the consent of the third party for the disclosure of their Personal Data to us and the processing of their Personal Data by us, for the purposes set out in this Privacy Statement.

2.3 You shall ensure that all Personal Data submitted to us is complete, accurate, true and correct. Should you become aware (i) that any such Personal Data has been updated and/or changed after such disclosure to us, or (ii) that any individual whose Personal Data you have disclosed to us has withdrawn his/her consent as referred to in clause 2.2 above, you shall give us notice in writing as soon as reasonably practicable thereafter. Failure on your part to do so may result in our inability to provide you with products and services you have requested, including but not limited to where (1) UniCredit is unable to open or continue accounts, establish or continue banking facilities or provide banking or other services or (2) you are unable to operate your account.

2.4 You shall from time to time as may be reasonably requested by us, assist us to comply with the PDPO and all subsidiary legislation, guidelines and/or notices related thereto.

### 3. **Purposes for the Collection, Use and Disclosure of Your Personal Data**

3.1 Personal Data relating to you may be used for any one or more of the following purposes:

- (a) ensuring the daily provision and operation of, or gaining of access to, banking services and credit facilities provided to you and services provided to you via the internet or other electronic means;
- (b) 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;
- (c) creating and maintaining UniCredit's scoring models;

- (d) ensuring your ongoing credit worthiness;
- (e) collecting debts;
- (f) assisting other financial institutions to collect debts and conduct credit checks;
- (g) researching, designing, launching, promoting and marketing banking, financial, investment and insurance services or related products for customers' use (including, but not limited to, exchange of non-financial information with selected business partners);
- (h) complying with requests for information from sureties, guarantors and other security providers;
- (i) determining the amount of indebtedness owed to or by you, as the case may be;
- (j) enforcing your obligations, including, without limitation, the collection of amounts outstanding from customers and those providing security for your obligations;
- (k) complying with the obligations, requirements or arrangements for disclosing information that apply to us or that we are expected to comply according to:
  - (i) any competent regulatory authority, competent government authority, or competent law enforcement agency within or outside Hong Kong;
  - (ii) any law binding or applying to us within or outside Hong Kong existing currently and in the future;
  - (iii) 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 existing currently and in the future;
  - (iv) 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 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;
- (l) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within UniCredit 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;
- (m) pursuing administrative purposes;
- (n) enabling an actual or proposed (01) assignee of the UniCredit (including but not limited to any person with whom it is proposed UniCredit will merge or to whom UniCredit proposes to dispose of all or any part of its business), (02) participant or sub-participant or transferee of UniCredit's rights in respect of a data subject or (03) purchaser of all or any part of UniCredit's business or its shares to evaluate the transaction intended to be the subject of the assignment, merger, disposal, participation, sub-participation, transfer or purchase;
- (o) purposes specifically provided for in any particular service or facility offered by UniCredit;

- (p) processing an application for banking, credit, financial or other services and facilities; and
- (q) purposes directly relating or incidental to any of the above, including, but not limited to, promotions of UniCredit's operations and marketing of UniCredit's services;

and UniCredit may carry out "matching procedures" (as such expression is defined in the PDPO) in respect of all or any of such purposes.

#### 4. Disclosure of Personal Data

4.1 Your Personal Data held by UniCredit will be kept confidential but UniCredit may disclose such information to the following parties within or outside Hong Kong for the purposes set out above (where applicable):

- (a) any person when UniCredit is compelled to make disclosure under the requirements of any law binding on it or any of the Companies, including without limitation, tax authorities, law enforcement agencies, the Hong Kong Monetary Authority, The Stock Exchange of Hong Kong Limited, Singapore Exchange Ltd, Bundesanstalt für Finanzdienstleistungsaufsicht, the European Banking Authority, the Monetary Authority of Singapore, the Bank of Italy and any other legal, governmental or regulatory authority having jurisdiction or supervisory powers over UniCredit, whether within or outside Hong Kong;
- (b) any person whether or not a member of UniCredit who is party to a service agreement entered into between UniCredit and such person and whether within or outside Hong Kong (including, without limitation, Singapore, Germany, the United Kingdom, Italy, etc.);
- (c) any person to whom you have authorised the disclosure of your personal data;
- (d) any agent, contractor or third party service provider who provides administrative, data processing telecommunications, computer, payment or securities clearing or other services to UniCredit in connection with the operation of its business or services, whether within or outside Hong Kong (including, without limitation, Singapore, Germany, the United Kingdom, Italy, etc.) for the purposes of such services;
- (e) any other branch, representative office, head office of UniCredit or any of the Companies;
- (f) any nominee, trustee, co-trustee, centralized securities depository, registrar, custodian, broker or dealer or other person involved in, and for the purposes of, the provision of banking services or products to you or any auditor or legal advisor of UniCredit;
- (g) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- (h) credit reference agencies, and, in the event of default, to debt collection agencies;
- (i) any person to whom UniCredit is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to UniCredit, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which UniCredit is expected to comply, or any disclosure pursuant to any contractual or other commitment of UniCredit with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside Hong Kong and may be existing currently and in the future;
- (j) any financial institution with which you have or propose to have dealings;

- (k) any actual or proposed (1) assignee of UniCredit (including but not limited to any person with whom it is proposed UniCredit will merge or to whom UniCredit proposes to dispose of all or any part of its business), or (2) participant or sub-participant or transferee or successor of UniCredit's rights in respect of you, or (3) purchaser of all or any part of UniCredit's business or shares;
- (l) the Companies;
- (m) third party financial institutions, insurers, credit card companies, securities and investment services providers;
- (n) third party reward, loyalty, co-branding and privileges programme providers;
- (o) co-branding partners of the 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);
- (p) charitable or non-profit making organisations;
- (q) 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 UniCredit may engage for the purposes set out in this Privacy Statement;
- (r) any surety, guarantor or any other person providing security for data subjects or a guarantee for any liabilities of data subjects; and/or
- (s) any other party to whom you authorise us to disclose your Personal Data to.

## 5. Use Of Data In Marketing

5.1 If you are a customer or an individual connected with our corporate customers including, without limitation, applicants for banking services and facilities, a person providing security or guarantees for credit facilities made or to be made available to customers and shareholders, directors, officers, managers, employees and other representatives of customers, referees, suppliers, contractors, service providers and other contractual counterparties ("Relevant Individual") then subject to the requirements of the PDPO and/or having obtained any consents from you as may be required in accordance with applicable law, UniCredit may contact you for the following purposes:

- (a) managing UniCredit's relationship with the institutional customer, which may include providing information to you on the corporate products or services of the Companies; and
- (b) the marketing of corporate products and services such as financial, insurance, credit card, banking and related services and products, reward, loyalty or privileges programmes and related services and products, services and products offered by the Companies' co-branding partners (as may be applicable) to the institutional customer.

5.2 In relation to particular products or services or in your interactions with us, we may also have specifically notified you of other purposes for which we collect, use or disclose your Personal Data. If so, we will collect, use and disclose your Personal Data for these additional purposes as well, unless we have specifically notified you otherwise.

## 6. Contacting Us – Feedback, Withdrawal of Consent, Access and Correction of your Personal Data

6.1 If you:

- (a) have any questions or feedback relating to your Personal Data or our Privacy Statement;

- (b) would like to withdraw your consent to any use of your Personal Data as set out in this Privacy Statement (please note that if you withdraw your consent to any or all use or disclosure of your personal data, depending on the nature of your request, we may not be in a position to provide our products or services to you or administer any contractual relationship in place. Such withdrawal may also result in the termination of any agreement you may have with us); or
- (c) would like to obtain access and make corrections to your Personal Data records,

you can approach us via the following channels:

The Data Protection Officer  
UniCredit Bank AG, Hong Kong branch  
Phone: +852 25334000  
Fax: +852 25334710

- 6.2 UniCredit has the right to charge a reasonable fee for the processing of any data access request.
- 6.3 Please note that if your Personal Data has been provided to us by a third party, you should contact such party directly to make any queries, feedback, and access and correction requests to UniCredit on your behalf.
- 6.4 If any Relevant Individual withdraws their consent to any or all use of their Personal Data, depending on the nature of their request, UniCredit may not be in a position to continue to provide its products or services to you, or to administer any contractual relationship in place. This may also result in the termination of any agreements with UniCredit, and your being in breach of your contractual obligations or undertakings. UniCredit's legal rights and remedies in such event are expressly reserved.

## 7. **Governing Law**

- 7.1 This Privacy Statement shall be governed in all respects by the laws of Hong Kong.