

Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance

1. It is the policy of Sumitomo Mitsui Banking Corporation (“SMBC”), Hong Kong Branch (the “Bank”) to comply fully with the data protection principles and other provisions of the Personal Data (Privacy) Ordinance (the “Ordinance”).
2. From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking services, products and facilities, sureties and individuals providing security or guarantee or any form of support for obligations owed to the Bank, directors, shareholders, beneficial owners, authorized signatories, officers and managers, representatives, agents or nominees of a customer, or any other individuals with whom a customer has a relationship that is relevant to the customer’s relationship with the Bank) (each a “data subject” and collectively “data subjects”) to supply the Bank and/or any Bank’s group company (as defined in paragraph 3(h) below) with personal data (as defined in the Ordinance and is hereinafter referred to as “data”), or data are being collected and held by the Bank and/or any Bank’s group company during its ordinary course of business, in connection with the opening or continuation of accounts, the establishment or continuation of banking facilities, the provision of banking services/products, the continuation of the banking relationship with the customer or compliance with any laws, guidelines or requests issued by regulatory or other authorities. 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/products. For the purpose of this Notice, the terms “customer” and “customers” shall where appropriate include prospective customer and prospective customers respectively.
3. The purposes for which data may be collected and used are as follows:
 - (a) considering and processing applications for banking services, products and facilities and the daily operation of such banking services, products and facilities provided to customers/data subjects;
 - (b) conducting credit checks at the time of application of 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 the Bank’s credit scoring models;
 - (d) assisting other financial institutions or credit reference agencies to conduct credit checks and collect debts;
 - (e) ensuring ongoing credit worthiness of customers/data subjects;
 - (f) arranging for insurance coverage relevant to credit facilities or banking services provided to customers/data subjects;
 - (g) designing financial services or related products or improving products and services for customers’/data subjects’ use;
 - (h) marketing and/or providing services or products of the Bank, the Bank’s head office in Japan and/or any of the branches of SMBC and/or the Bank’s holding company, Sumitomo Mitsui Financial Group, Inc. (“SMFG”), and/or any of the subsidiaries, associated companies or affiliates, whether within or outside Hong Kong, of each of SMBC and SMFG (each a “Bank’s group company” and collectively “Bank’s group companies”), third party financial institutions and/or selected companies (in respect of which the Bank may or may not be remunerated);
 - (i) determining the amount of indebtedness owed to or by customers;
 - (j) collection of amounts outstanding from customers and those providing security for customers’ obligations;
 - (k) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank and/or any Bank’s group company or that it is expected to comply according to:
 - (1) any laws, rules or regulations binding or applying to it within or outside the Hong Kong Special Administrative Region (“Hong Kong”) existing currently and in the future (including without limitation, the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (2) any policies, codes, circulars, directives, guidelines, guidance or any other similar documents given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future (including without limitation, guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
 - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank and/or any Bank’s group company 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) enabling any actual or proposed participant or sub-participant in, or assignee, novatee or transferee of any of the Bank’s rights in relation to the customer/data subject, to evaluate the proposed transaction;
 - (m) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information among the Bank and any of the Bank’s group companies and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (n) monitoring for quality or security control and/or for compliance with legal, regulatory and professional standards; and
 - (o) all other incidental and associated purposes relating to the above.
4. Data held by the Bank and/or any Bank’s group company will be kept confidential but the Bank or the recipient thereof may provide such information to the following parties, whether within or outside Hong Kong, for the purposes set out in paragraph 3 above:
 - (a) any financial institution, credit or charge card issuer, credit reference agency or securities and investment services providers with which the customer/data subject has or proposes to have dealing;
 - (b) any actual or proposed participant or sub-participant in, or assignee, novatee or transferee of any of the Bank’s rights in relation to the customer/data subject;
 - (c) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, securities clearing, credit reference or checking, debt collection or other services or facilities to the Bank or the relevant Bank’s group company (as the case may be) in connection with the operation of its business;
 - (d) any other person under a duty of confidentiality to the Bank or the relevant Bank’s group company (as the case may be) including (in the case of the Bank) a Bank’s group company or (in the case of the relevant Bank’s group company) the

- Bank or any other Bank's group company which has undertaken to keep such information confidential;
- (e) any insurance agent;
 - (f) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (g) (in the case of the Bank) any Bank's group company or (in the case of the relevant Bank's group company) the Bank or any other Bank's group company;
 - (h) any person to whom the Bank or the relevant Bank's group company (as the case may be) is required to make disclosure;
 - (i) any party giving or proposing to give a guarantee or third party security to guarantee or secure the customer's obligations;
 - (j) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (k) selected companies including charitable or non-profit making organizations, for the purpose of informing customers of services which the Bank believes will be of interest to customers; and
 - (l) any external service providers that the Bank or the relevant Bank's group company (as the case may be) engages.

Information disclosed pursuant to the above may be subject to further disclosure by the recipient of such information to other parties in accordance with the laws of the country in which the recipient is located.

5. 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 data subject, or a "relevant person" (as defined in the Ordinance) on behalf of a data subject, has the right, where applicable, by way of a data access request (as defined in the Ordinance):
- (a) to check whether the Bank holds data about him and access to such data;
 - (b) to require the Bank to correct any data relating to him which is inaccurate;
 - (c) 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;
 - (d) 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
 - (e) in relation to account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank upon termination of an account by full repayment to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time did the account have any default of payment lasting in excess of 60 days within 5 years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to 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)).
6. In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph 5(e) above) may be retained by the credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default.
7. In the event any amount in an account is written-off due to a bankruptcy order being made against a customer/data subject, the account repayment data (as defined in paragraph 5(e) 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 5 years from the date of final settlement of the amount in default or the expiry of 5 years from the date of discharge from a bankruptcy as notified by the customer/data subject with evidence to the credit reference agency, whichever is earlier.
8. The Bank may have obtained a credit report on the customer/data subject from a credit reference agency in considering any application for credit. In the event the customer/data subject wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
9. 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
Sumitomo Mitsui Banking Corporation
Hong Kong Branch
9/F, Two Taikoo Place
Taikoo Place
979 King's Road
Quarry Bay, Hong Kong
10. 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.
11. Nothing in this Notice shall limit the rights of customers/data subjects under the Ordinance.

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

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