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## TAX REQUIREMENTS NOTICE

This Notice sets out terms relating to tax withholding, reporting and associated requirements which apply to and are binding on customers of DBS Bank (Hong Kong) Limited and DBS Bank Ltd., Hong Kong Branch (together the “**Bank**”) and applicants for banking or financial services and facilities from the Bank (referred to in this Notice as “**You**” or “**Your**”). The provisions of this Notice shall form part of the account terms and conditions and/or the agreements or arrangements that You enter into with the Bank.

For the purposes of this Notice, “**DBS Group**” means DBS Bank Ltd. and its branches, holding company, representative offices, subsidiaries and affiliates (including branches or offices of such subsidiary or affiliate).

In this Notice “**Compliance Requirement**” means obligations imposed on any member of the DBS Group under or pursuant to:

- (a) any law binding or applying to it within or outside Hong Kong existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
- (b) 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 Hong Kong 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);
- (c) 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 other member of DBS 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.

### 1. Disclosure of information

You consent to and authorise the Bank, its staff and any other person who by reason of their scope of work or capacity or office have access to the Bank’s records, registers or any correspondence or material with regards to Your personal and account information (“**Personal Information**”) to disclose any of the Personal Information, where such disclosure is required under any applicable Compliance Requirement, to:

- (a) any of the Bank’s branches, representative offices, related companies, subsidiaries, or any of the Bank’s other offices, wherever situated and which may be within or outside of Hong Kong; and
- (b) any local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, including any settlement and clearing agency, whether Hong Kong or foreign,

all of which may be within or outside Hong Kong and may be existing currently and in the future.

You undertake and agree to obtain this consent and authorization from any person associated with You, including Your legal and equitable owners and payment recipients, in respect of which the disclosures may be required under any Compliance Requirement.

### 2. Notification of change in circumstances

You will promptly notify the Bank in writing of any change in:

- (a) Your particular(s), circumstance(s), status, including any change in citizenship, residence, tax residency, address(es) on record, telephone or facsimile number and email address; and
- (b) (where applicable) Your constitution, shareholders, partners, directors or company secretary, or the nature of Your business.

### 3. Cooperation with enquiries

You will cooperate fully in respect of any enquiry that the Bank may make for the purposes of compliance with any Compliance Requirement including promptly providing all relevant information, details and/or documents as may be necessary to enable the Bank to comply with the same.

### 4. Right to withhold payments

Any sum that may be payable by the Bank to You shall be subject to all applicable laws and regulations, including Compliance Requirements and rules prescribed by the relevant settlement and clearing agencies, any withholding tax requirement, foreign exchange restriction or control. You agree and acknowledge that pursuant to the foregoing the Bank may, without notice or liability to You, perform, or cause to be performed withholding of any monies payable to You, deposit any such monies into a sundry or other account and/or retain such monies pending determination of the applicability of such withholding tax requirement, foreign exchange restriction or control. The Bank shall not be liable for any gross up or any losses that may be incurred by reason of such withholding, retention or deposit.

### 5. Termination

You agree that the Bank has a right to block transactions, transfer arrangements or terminate all or any of Your accounts or the agreements or arrangements entered into between You and the Bank at any time without having to give any reason or notice if You fail to comply with any of the requirements under this Notice.

### 6. Inconsistent terms

If there is any inconsistency between the terms herein and any other terms in the account terms and conditions and/or the agreements or arrangements that You entered into with the Bank, the terms herein shall prevail insofar as they relate to the Bank’s compliance with the Compliance Requirements.

## EXPLANATORY NOTE ON PROFESSIONAL INVESTOR

The Securities and Futures Ordinance (“SFO”) provides the definition of a “Professional Investor” in section 1 of Part 1 of Schedule 1 to the SFO. For the purposes of paragraph (j) of the definition of Professional Investor under the SFO, the Securities and Futures (Professional Investors) Rules (“PI Rules”) stipulates that the Professional Investor means:

- (a) any trust corporation having been entrusted under the trust or trusts of which it acts as a trustee with total assets of not less than HK\$40 million or its equivalent in any foreign currency at the relevant date or-
  - (i) as stated in the most recent audited financial statement prepared-
    - (A) in respect of the trust corporation; and
    - (B) within 16 months before the relevant date;
  - (ii) as ascertained by referring to one or more audited financial statements, each being the most recent audited financial statement, prepared-
    - (A) in respect of the trust or any of the trusts; and
    - (B) within 16 months before the relevant date; or
  - (iii) as ascertained by referring to one or more custodian statements issued to the trust corporation-
    - (A) in respect of the trust or any of the trusts; and
    - (B) within 12 months before the relevant date;
- (b) any individual, having a portfolio on his/her own account or/and a portfolio-
  - (i) on a joint account with his/her associates; or
  - (ii) on a joint account with one or more persons other than his/her associates (An individual's share of a portfolio is based on his/her share specified in a written agreement among the account holders. In the absence of a written agreement, an equal share of the portfolio is deemed); or
  - (iii) of a corporation which has as its principal business the holding of investments and is wholly owned by him/her of not less than HK\$8 million or its equivalent in any foreign currency at the relevant date or-
    - (A) as stated in a certificate issued by an auditor or a certified public accountant of the individual within 12 months before the relevant date; or
    - (B) as ascertained by referring to one or more custodian statements issued to the individual (either alone or/and with other persons) within 12 months before the relevant date;
- (c) any corporation or partnership having-
  - (i) a portfolio of not less than HK\$8 million or its equivalent in any foreign currency; or
  - (ii) total assets of not less than HK\$40 million or its equivalent in any foreign currency, at the relevant date, or as ascertained by referring to-
    - (iii) the most recent audited financial statement prepared-
      - (A) in respect of the corporation or partnership (as the case may be); and
      - (B) within 16 months before the relevant date; or
    - (iv) one or more custodian statements issued to the corporation or partnership (as the case may be) within 12 months before the relevant date; and
- (d) any corporation the sole business of which at the relevant date is to hold investments and which at the relevant date is wholly owned by any one or more of the following persons-
  - (i) a trust corporation that falls within the description in paragraph (a);
  - (ii) an individual who, either alone or with any of his or her associates on a joint account, falls within the description in paragraph (b);
  - (iii) a corporation that falls within the description in paragraph (c);
  - (iv) a partnership that falls within the description in paragraph (c).

### What it means for you to be classified as a Professional Investor

The investment opportunities open to a Professional Investor are in certain circumstances greater than those available to a non-Professional Investor. However, in dealing with a Professional Investor, DBS Bank (Hong Kong) Limited (the “Bank”) is not required to comply with some of the regulatory requirements under the SFO. In particular, the investments offered to you including the advertisements, invitations or marketing documents will not need to be authorised by the Securities and Futures Commission.

As a result of you being treated as a Professional Investor and consenting to not receiving from the Bank any contract notes, statement of account or receipts as required under the Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules, the Bank is not required to provide you with any contract notes, statements of account or receipts. Despite this exemption provided, the Bank may continue to provide some or all of the contract notes, statements of account or receipts to you.

### How to proceed

If you consent to being classified as a Professional Investor, please sign and return the “Professional Investor Declaration” form and return it directly to your Relationship Manager. If we are unable to obtain the required information to establish compliance with the Professional Investor criteria, the Bank will contact you to ask you to provide such information or document (such as asset proof).

Please note that you have the right to withdraw your consent to being treated as a Professional Investor and your consent to not receive from the Bank any contract notes, statement of account or receipts by giving written notice to your Relationship Manager or deliver the written notice to:

### DBS Bank (Hong Kong) Limited

17/F, The Center  
99 Queen's Road Central  
Central, Hong Kong  
Attn: Sales Support, Wealth Management

If you have any questions of being treated as a Professional Investor, please contact your Relationship Manager.

## DATA POLICY NOTICE

This Notice sets out the data policies of DBS Bank Ltd<sup>1</sup> and all its direct and indirect subsidiaries in the Hong Kong Special Administrative Region (“**Hong Kong**”), save and except for DBS Vickers (Hong Kong) Limited<sup>2</sup>, (each a “**Company**”). For the avoidance of doubt, this includes DBS Bank (Hong Kong) Limited<sup>3</sup>. The provisions of this Notice form part of the account terms and conditions and/or the agreement or arrangements that a data subject enters into with the Company. If any inconsistency is found, the provisions of this Notice shall prevail.

For the purposes of this Notice, “**DBS Group**” means DBS Bank Ltd and its branches, holding company, representative offices, subsidiaries and affiliates (including branches or offices of such subsidiary or affiliate).

References to “**data subjects**” in this Notice means the customers of the Company and various other persons, including without limitation, applicants for banking/financial services and facilities, sureties and persons providing security or guarantee or any form of support for obligations owed to a Company, shareholders, directors, corporate officers and managers, sole proprietors, partners, suppliers, contractors, service providers and other contractual counterparties supplying data (including personal data as defined in the Personal Data (Privacy) Ordinance (the “**Ordinance**”)) to the Company.

- (a) From time to time, it is necessary for data subjects to supply the Company with data in connection with various matters such as the opening or continuation of accounts, the establishment or continuation of banking facilities, the provision of banking and other financial services, or the provision of supplies or services to the Company and data subjects.
- (b) Failure to supply such data may result in the Company being unable to open or continue accounts or establish or continue banking facilities or provide banking or other financial services, or accept or continue with the provision of supplies or services.
- (c) It is also the case that data are collected from data subjects in the ordinary course of the continuation of the relationships with them, for example, when data subjects write cheques, deposit money, give instructions or otherwise carry out transactions as part of the Company’s services. The Company will also collect data relating to the data subjects from third parties, including third party service providers with whom the data subjects interact in connection with the marketing of the Company’s products and services and in connection with the data subjects’ application for the Company’s products and services (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as “credit reference agencies”)).
- (d) The purposes for which data relating to a data subject may be used will vary depending on the nature of the data subject’s relationship with the Company. Broadly, they may comprise any or all of the following purposes:
  - (i) considering, assessing and processing of applications

- for banking and/or other financial services and facilities;
- (ii) operation of the services and credit facilities provided by or to the Company or to data subjects;
- (iii) provision of references (status enquiries);
- (iv) conducting credit and other status checks;
- (v) assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as “credit providers”) to conduct credit checks and collect debts;
- (vi) ensuring ongoing credit-worthiness of data subjects;
- (vii) researching and/or designing financial services or related products for data subjects’ use;
- (viii) marketing services, products and other subjects (please see further details in paragraph (j) below);
- (ix) operating internal controls including determining the amount of indebtedness owed to or by data subjects;
- (x) performing treasury functions;
- (xi) provision of investment management services, dealing and advisory services, custody services and other services under the terms and conditions of the accounts a data subject holds with the Company;
- (xii) the enforcement of data subjects’ obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security for data subjects’ obligations;
- (xiii) for operational purposes, credit assessment, credit scoring models or statistical analysis (including in each case, behaviour analysis and evaluation on overall relationship with the DBS Group which includes using such data to comply with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within DBS Group 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), whether on the data subjects or otherwise;
- (xiv) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Company or any other member of DBS Group or that it is expected to comply according to:
  - (1) any law binding or applying to it within or outside Hong Kong existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
  - (2) 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 Hong Kong 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
  - (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 Company or any other member of DBS 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;
- (xv) enabling an actual or proposed assignee of the Company or any other member of DBS Group, or participant or sub-participant of the rights of the Company or those of any other member of DBS Group in respect of the data subject, to evaluate, enter into and administer the transaction intended to be the subject of the assignment, participation or sub-participation;
  - (xvi) purposes specifically provided for in any particular service or facility offered by the Company. Such procedures include matching procedures (as defined in the Ordinance, but broadly includes comparison of two or more sets of the data subject's data, for purposes of taking actions adverse to the interests of the data subject, such as declining an application); and
  - (xvii) all other incidental and associated purposes relating to any of the above, including seeking professional advices.

The Company keeps data only for as long as is reasonably required for the above purposes or as required by applicable law. This includes keeping, for as long as reasonably required, such data as required for handling enquiries relating to any of the above purposes.

- (e) Data held by the Company relating to a data subject will be kept confidential but, subject to the data subject's separate consent (insofar as the Personal Information Protection Law of the People's Republic of China ("PIPL") is applicable to the Company's process and/or use of the data subject's data), the Company may provide such information to the following parties (whether within or outside Hong Kong) for any of the purposes set out in paragraph (d):
  - (i) any member of DBS Group, agent, contractor or third party service provider (or a subsidiary, holding company or related company thereof) who provides administrative, telecommunications, computer, payment, debt collection or securities clearing, data processing or other services to the Company or any other member of DBS Group in connection with the operation of its business;
  - (ii) any other person which has undertaken expressly or impliedly to the Company or any other member of DBS Group to keep such information confidential;
  - (iii) any authorized institution (as such term is defined in the Banking Ordinance) or other authorised or regulated entity of similar nature in another jurisdiction with which the data subject has or proposes to have dealings;
  - (iv) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (v) third party service providers with whom the data subject has chosen to interact with in connection with the data subject's application for the Company's banking and/or other financial products and services;

- (vi) credit reference agencies (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;
- (vii) any person to whom the Company or any other member of DBS Group is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Company or any other member of DBS Group, 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 the Company or any other member of DBS Group are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company or any other member of DBS Group 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;
- (viii) any actual or proposed assignee of the Company or any other member of DBS Group, or participant or sub-participant or transferee of the rights of the Company or those of any other member of DBS Group in respect of the data subject; and
- (ix)
  - (1) any member of DBS Group;
  - (2) third party financial institutions, insurers, card companies, securities and investment services providers;
  - (3) third party reward, loyalty and privilege programme providers;
  - (4) co-branding partners of the Company and any other member of DBS 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);
  - (5) charitable and non-profit making organisations; and
  - (6) external service providers (including but not limited to professional advisers, mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies, information technology companies and market research firms), that the Company engages for the purposes set out in paragraph (d)(viii).

Such information may be transferred to a place outside Hong Kong. Insofar as the PIPL is applicable to the Company's process and/or use of the data subject's data, the Company will obtain the data subject's separate consent in relation to such international transfers.

- (f) To the extent required under the PIPL, the Company will, prior to sharing the data subject's personal data with third parties, notify the data subject of the name and contact details of the recipients, the purposes and means of processing and provision of the data subject's personal data, and the types of personal data to be provided and shared, and obtain the data subject's separate consent to the sharing of the data subject's personal data. The foregoing data recipients will use the personal data to

the extent necessary for the specific purposes set out in this Notice and store the personal data for the minimum length of time required to fulfil the purposes, or insofar as the PIPL is applicable to the Company's process and/or use of the data subject's data, in accordance with the PIPL.

- (g) For the purpose of (d)(iv) above, the Company may from time to time access and obtain consumer credit data of the data subject from credit reference agencies for reviewing any of the following matters in relation to the credit facilities granted:

- (i) an increase in the credit amount;
- (ii) the curtailing of credit (including the termination of credit or a decrease in the facility amount); or
- (iii) the putting in place or the implementation of a scheme of arrangement with the data subject.

When the Company accesses consumer credit data about a data subject held with credit reference agencies, it must comply with the Code of Practice on Consumer Credit Data approved and issued under the Ordinance (the "Code") and other relevant regulatory requirements.

- (h) Of all the data which may be collected or held by the Company from time to time in connection with mortgages, the mortgage account general data relating to data subjects (including any updated data thereof) may be provided by the Company to credit reference agencies.

Such mortgage account general data means the following data of the data subject: full name, capacity in respect of each mortgage (as borrower, mortgagor or guarantor), Hong Kong Identity Card or travel document number, date of birth, address, mortgage account number in respect of each mortgage, type of facility in respect of each mortgage, mortgage account status in respect of each mortgage (e.g. active, closed, write-off), (if any) mortgage account closed date in respect of each mortgage.

Credit reference agencies will use the mortgage account general data supplied by the Company for the purposes of compiling a count of the number of mortgages from time to time held by a data subject, as borrower, mortgagor or guarantor respectively, for sharing in the consumer credit databases of credit reference agencies by credit providers (subject to the requirements of the Code).

- (i) Some of the data collected by the Company may constitute sensitive personal data under the PIPL. The Company will only process sensitive personal data if strict protection measures are put in place and there is sufficient necessity to justify the processing. Insofar as the PIPL is applicable to the Company's process and/or use of the data subject's data, such sensitive personal data will be processed with the data subject's separate consent.

(j) **USE OF DATA IN DIRECT MARKETING**

The Company intends to use the data subject's data in direct marketing and the Company requires the data subject'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 the data subject held by the Company from time to time may be used by the Company in direct marketing;

- (ii) the following classes of services, products and subjects may be marketed:

- (1) financial, insurance, cards (meaning cards used to withdraw cash or pay for goods and services, including credit cards, debit cards, ATM cards, Cashline cards and stored value cards), banking and related services and products;
- (2) reward, loyalty or privilege programmes and related services and products;
- (3) services and products offered by the Company'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
- (4) 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 Company and/or:

- (1) any other member of DBS Group;
- (2) third party financial institutions, insurers, card companies, securities and investment services providers;
- (3) third party reward, loyalty or privilege programme providers;
- (4) co-branding partners of the Company and any other member of DBS Group; and
- (5) charitable or non-profit making organisations;

- (iv) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph (j)(i) above to all or any of the persons described in paragraph (j)(iii) above for use by them in marketing those services, products and subjects, and the Company requires the data subject's written consent (which includes an indication of no objection) for that purpose;

- (v) the Company may receive money or other property in return for providing the data to the other persons in paragraph (j)(iv) above and, when requesting the data subject's consent or no objection as described in paragraph (j)(iv) above, the Company will inform the data subject if it will receive any money or other property in return for providing the data to the other persons.

**If a data subject does not wish the Company to use or provide to other persons his/her data for use in direct marketing as described above, the data subject may exercise his/her opt-out right by notifying the Company at any time and without charge. (To opt-out, please complete and return to us an opt-out form available on our website: [www.dbs.com.hk](http://www.dbs.com.hk) or from any of our branches.)**

- (k) **Transfer of personal data to data subject's third party service providers using the Company application programming interfaces ("API")**

The Company may, in accordance with the data subject's instructions to the Company or third party service providers engaged by the data subject, transfer the data



subject's data to third party service providers using the Company's API for the purposes notified to the data subject by the Company or third party service providers and/or as consented to by the data subject in accordance with the Ordinance.

- (l) Under and in accordance with the terms of the Ordinance and (insofar as the PIPL is applicable to the Company's process and/or use of the data subject's data) the PIPL, and the Code, any data subject has the right:
  - (i) to check whether the Company holds data about him/her and access to such data;
  - (ii) to require the Company to correct any data relating to him/her which is inaccurate;
  - (iii) to ascertain the Company's policies and practices in relation to data and to be informed of the kind of personal data held by the Company; and
  - (iv) in relation to consumer credit data (including data relating to mortgages) which has been provided by the Company to credit reference agencies:
    - (1) to request to be informed which items of data are routinely disclosed to credit reference agencies or debt collection agencies;
    - (2) be provided with further information to enable access and correction requests to be made to the relevant credit reference agency(ies) or debt collection agency(ies); and
    - (3) upon termination of the account by full payment, to instruct the Company to request the credit reference agency(ies) to delete any such data from its database, so long as the instruction is given within 5 years of termination and there has been no payment default in excess of 60 days in the 5 years immediately before account termination.
  - (v) insofar as the PIPL is applicable to the Company's process and/or use of the data subject's data:
    - (1) to request the Company to delete the data subject's personal data;
    - (2) be object to certain uses of the data subject's personal data;
    - (3) request an explanation of the rules governing the processing of the data subject's personal data;
    - (4) to ask that the Company transfer personal data that the data subject has provided to the Company to a third party of the data subject's choice under circumstances as provided under the PIPL;
    - (5) to withdraw any consent for the collection, processing or transfer of the data subject's personal data (the data subject should note that withdrawal of consent may result in the Company being unable to open or continue accounts, or establish or continue banking facilities, or provide banking and other financial services, or provide supplies or services to the Company and data subjects); and
    - (6) to have decisions arising from automated decision making (ADM) processes explained and to refuse to such decisions being made solely by ADM;

- (m) 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 may be retained by credit reference agencies until expiry of 5 years from the date of final settlement of the amount in default. Account repayment data includes 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 Company to the 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)).
- (n) In the event any amount in an account is written off due to a bankruptcy order being made against the data subject, the account repayment data (as defined in paragraph (m) above) may be retained by credit reference agencies, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until expiry of 5 years from the date of final settlement of the amount in default or expiry of 5 years from the date of discharge from bankruptcy as notified by the data subject with evidence to the credit reference agency(ies), whichever is earlier.
- (o) The Company may obtain credit report(s) on or access the database of the data subject from credit reference agency(ies) in considering any application for credit or conducting credit reviews from time to time. In the event the data subject wishes to access the credit report, the Company will advise the contact details of the relevant credit reference agency(ies).
- (p) Data of a data subject may be processed, kept, transferred or disclosed in and to any country as the Company or any person who has obtained such data from the Company referred to in paragraph (e) above considers appropriate. Such data may also be processed, kept, transferred or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) in such country, may be subject to a lower standard of protection. The relevant overseas authorities may have a right to access such data.

The data may be outsourced to and/or processed by the agents, contractors or service providers (including other members of the DBS Group) whether within or outside Hong Kong. When using service providers, the Company will ensure that its service providers have appropriate business qualifications and capabilities, and will require that they adhere to security standards mandated by the Company. The Company may do this through contractual provisions, including any such provisions approved by a privacy regulator, and oversight of the service provider. Regardless of where personal data is transferred, the Company takes all steps reasonably necessary to ensure that personal data is kept securely.

- (q) The Company may charge a reasonable fee for the processing of any data access request.
- (r) Nothing in this Notice shall limit the rights of data subjects under the Ordinance and the PIPL.
- (s) In accordance with the Ordinance and (insofar as the PIPL is applicable to the Company's process and/or use of the data subject's data) as permitted under the PIPL, data subjects may make data access or data correction requests or request information regarding policies and practices and kinds of data held. Such requests should be addressed to:

**The Data Protection Officer  
DBS Bank Ltd., Hong Kong Branch /  
DBS Bank (Hong Kong) Limited  
73/F The Center  
99 Queen's Road Central  
Central  
Hong Kong  
Facsimile: 2536 4307**

- (t) In case of discrepancies between the English and Chinese versions, the English version shall prevail.

<sup>[1]</sup> A company incorporated in Singapore with limited liability.

<sup>[2]</sup> A company incorporated in Hong Kong with limited liability.

<sup>[3]</sup> A company incorporated in Hong Kong with limited liability.

## REGULATION RELATING TO INVESTORS RESIDING IN THE EEA/UK (THE PRIIPS REGULATION)

Due to the regulatory requirements of the European Union, certain products offered by DBS will not be available to retail investors who are residents (regardless of nationality) in the European Economic Area (**EEA**)<sup>[1]</sup> and United Kingdom (UK). If you are a resident in the EEA or UK, please read this section carefully before proceeding with any transaction.

The regulation on key information documents (**KIDs**) for Packaged Retail and Insurance-based Investment Products (**PRIPs**)<sup>[2]</sup> (Regulation (EU) No. 1286/2014, commonly referred to as the **PRIPs Regulation**) came into effect on 1 January 2018. Due to the PRIIPS Regulation, DBS is currently unable to offer structured notes and other products falling within the scope of the PRIIPS Regulation to retail investors resident in the EEA or UK.

A retail investor is defined as a client who does not meet the criteria to qualify as a professional client. Such criteria are set out in Annex II of Directive 2014/65/EU (commonly referred to as **MiFID II**)<sup>[3]</sup>. Please note that this is different from the “professional investor” and “accredited investor” criteria applicable in Hong Kong and Singapore respectively.

For clients whose beneficial owners are resident in the EEA or UK, by default, we have classified them as retail investors.

The PRIIPS Regulation obliges DBS, when advising on or selling a PRIIP to a retail investor resident in the EEA or UK, to provide such investor with a pre-contractual product disclosure document in the form of a KID, unless the investor is a professional client.

KIDs will not be available for any of the structured notes or products (regardless of issuer) on our product platform unless our product manufacturer informs us otherwise. As such, until further notice, DBS will not be able to avail PRIIPs to retail clients resident in the EEA or UK, unless the investor is a professional client.

For EEA or UK clients who had before the relevant effective date acquired PRIIPs through us, they may continue to hold and/or sell these products in or through their DBS accounts. For more information on the PRIIPS Regulation, please contact your Relationship Manager.

<sup>[1]</sup> EEA countries (as of November 2022): Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, \*Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden. The UK is no longer an EEA country as of 31 January 2020 but the UK has onshored the PRIIPS Regulation under its domestic regulations, so principles of PRIIPS Regulation continue to apply after Brexit (until further update). For more details on application of PRIIPS Regulation in the UK, see <https://www.gov.uk/government/publications/draft-packaged-retail-and-insurance-based-investment-products-amendment-eu-exit-regulations-2019/packaged-retail-and-insurance-based-investment-products-amendment-eu-exit-regulations-2019-explanatory-information>.

*\*Gibraltar is not an EEA country but implement EEA/PRIIPS regulation due to some form of special status.*

<sup>[2]</sup> A PRIIP is any investment where the amount repayable to the investor is subject to fluctuations because of exposure to reference values or to the performance of one or more assets which are not directly purchased by the investor. PRIIPs will include investment products such as investment funds, life insurance policies with an investment element, structured products and structured deposits. With effect from 1 January 2023, UCITS (i.e. Undertakings for Collective Investment in Transferable Securities) unit trusts and UCITS exchange-traded funds have been classified as PRIIPs, after the exemption from providing a KID under the PRIIPS Regulation for UCITS ended on 31 December 2022 for EEA countries. The UCITS exemption for the UK will end on 31 December 2026: <https://www.gov.uk/government/news/announcement-hm-treasury-to-extend-priips-exemption-for-ucits-funds-for-five-years>.

<sup>[3]</sup> <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32014L0065>

## 稅務要求通知

本通知列出關於預扣稅、報稅及相關要求的條款，此等條款對星展銀行(香港)有限公司及星展銀行有限公司香港分行(合稱「本行」)的客戶及向本行申請使用銀行或金融服務及設施的人士(在本通知內稱為「閣下」)適用及具約束力。本通知內的條款亦構成戶口條款及細則及／或閣下與本行簽立的協議或安排的一部分。

就本通知而言，「星展集團」指星展銀行有限公司及其分行、控股公司、代表辦事處、附屬公司及聯屬機構(包括該等附屬公司或聯屬機構的分行或辦事處)。

在本通知中，「合規要求」指根據下列各項對任何星展集團成員施加的義務：

- (a) 不論於香港境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律(例如《稅務條例》)及其相關規定，包括涉及自動交換財務帳戶資料的規定)；
- (b) 不論於香港境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導(例如由稅務局作出或發出的指引或指導，包括涉及自動交換財務帳戶資料的指引或指導)；
- (c) 本行或任何其他星展集團成員因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾。

### 1. 資料披露

閣下同意並授權本行、其職員及任何其他因工作、能力或職權範圍而可接觸到本行內有關閣下個人及戶口資料的紀錄、登記冊或任何通訊或材料(「個人資料」)的人士，根據任何適用的合規要求，向以下機構披露任何該等個人資料：

- (a) 本行任何分行、代表辦事處、關聯公司、附屬公司，或本行任何其他辦事處，不論是位於何處及在香港境內或境外；及
- (b) 任何本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會，包括任何結算及交收機構，不論於香港境內或境外及不論目前或將來存在的。

閣下承諾及同意，就按照任何合規要求所需作出的披露，向閣下任何相聯者(包括閣下法律及衡平法上的擁有人 and 付款的收款人)索取此項同意及授權。

### 2. 情況變動通知

閣下將盡速以書面通知本行下述任何變動：

- (a) 閣下的資料、狀況、身分，包括任何有關公民身分、居所、稅務上的常駐國家、紀錄上的地址、電話或傳真號碼及電郵地址的變更；及
- (b) (如適用)閣下的組織章程、股東、合夥人、董事或公司秘書，或閣下的業務性質。

### 3. 就查詢予以合作

閣下將對本行為遵守任何合規要求而作出的任何查詢予以充分合作，包括盡速提供所有必需的相關資料、詳情及／或文件，以便本行遵從該等要求。

### 4. 預扣付款的權利

本行應向閣下支付的任何款項須受所有適用法律和法規約束，包括合規要求及相關結算及交收機構訂明的規則、任何預扣稅要求、外匯限制或管制。閣下同意及確認，本行可依據上文履行或安排履行下述事宜：代扣任何應付予閣下的款項、將任何該等款項存入雜項或其他戶口及／或保留該等款項以待釐定上述預扣稅要求、外匯限制或管制的適用性，且毋需通知閣下或負上任何責任。對於因上述代扣、保留或存入款項而可能導致的任何推算稅前收益(gross up)或虧損情況，本行概不負責。

### 5. 終止

閣下同意，假如閣下未能遵從本通知內任何要求，本行有權隨時凍結任何交易、轉移任何安排，或終止閣下所有或任何戶口或與本行訂立的協議或安排，且毋需給予任何理由或通知。

### 6. 條款不一致

若本文所列條款與戶口條款及細則及／或閣下與本行訂立的協議或安排內任何其他條款不一致時，只要涉及本行對合規要求的遵守，均須以本文所列條款為準。

## 有關專業投資者的說明

《證券及期貨條例》附表1第1部第1條對“專業投資者”作出定義。為施行《證券及期貨條例》專業投資者的定義的(j)段，《證券及期貨(專業投資者)規則》(“《專業投資者規則》”)規定專業投資者指：

- (a) 符合以下說明的任何信託法團：擔任一項或多於一項信託的信託人，而在該項或該等信託下獲託付的總資產在有關日期不少於4,000萬港元或等值外幣，或該總資產值—
  - (i) 已載於—
    - (A) 就該信託法團；並
    - (B) 在有關日期前16個月內，擬備的最近期的經審計的財務報表內；
  - (ii) 通過參照—
    - (A) 就該項信託或該等信託中任何一項信託；並
    - (B) 在有關日期前16個月內，擬備的一份或多於一份屬最近期的經審計的財務報表而獲確定；或
  - (iii) 通過參照—
    - (A) 就該項信託或該等信託中任何一項信託；並
    - (B) 在有關日期前12個月內，發給該信託法團的一份或多於一份保管人結單而獲確定；
- (b) 符合以下說明的任何個人：其本人的帳戶內的投資組合及／或：
  - (i) 該人聯同其有聯繫者於某聯權共有帳戶內的投資組合；或
  - (ii) 該人聯同一名或多於一名其有聯繫者以外的人士於某聯權共有帳戶內的投資組合(某名個人於某個投資組合中所佔部分為帳戶持有人之間訂立的書面協議中指明，該人於該投資組合中所佔部分。如沒有訂立書面協議，則視為於該投資組合中平均所佔部分)；或
  - (iii) 主要業務是持有投資項目並由該人全資擁有的法團的投資組合在有關日期不少於800萬港元或等值外幣，或該投資組合總值—
    - (A) 已載於由該人的核數師或會計師在有關日期前12個月內發出的證明書內；或
    - (B) 通過參照在有關日期前12個月內發給該人(單獨及／或聯同其他人士)的一份或多於一份保管人結單而獲確定；
- (c) 符合以下說明的任何法團或合夥—
  - (i) 擁有的投資組合在有關日期不少於800萬港元或等值外幣；或
  - (ii) 擁有的總資產在有關日期不少於4,000萬港元或等值外幣，或該投資組合總值或總資產值—
  - (iii) 通過參照—
    - (A) 就該法團或合夥(視屬何情況而定)；並
    - (B) 在有關日期前16個月內，擬備的最近期的經審計的財務報表而獲確定；或
  - (iv) 通過參照在有關日期前12個月內發給該法團或合夥(視屬何情況而定)的一份或多於一份保管人結單而獲確定；及

- (d) 在有關日期的唯一業務是持有投資項目並在有關日期由以下任何一名或多於一名人士全資擁有的任何法團—
  - (i) 符合(a)段描述的信託法團；
  - (ii) 符合(b)段描述的個人(不論是單獨或聯同其有聯繫者於某聯權共有帳戶)；
  - (iii) 符合(c)段描述的法團；
  - (iv) 符合(c)段描述的合夥。

### 被列為專業投資者的意義

在某些情況下，專業投資者的投資機會較非專業投資者可獲得的機會為大。然而，星展銀行(香港)有限公司(下稱“本行”)與專業投資者交易時，不須遵守《證券及期貨條例》內部分監管規定。特別是本行提供予閣下的投資產品，包括廣告、邀請或銷售文件，並不需獲證券及期貨事務監察委員會認可。

由於閣下被本行視為專業投資者及同意不按照《證券及期貨(成交單據、戶口結單及收據)規則》從本行接收任何成交單據、戶口結單或收據的緣故，因此本行不須向閣下提供任何成交單據、戶口結單或收據。儘管有此項豁免，本行仍可繼續向閣下提供部分或所有成交單據、戶口結單或收據。

### 如何進行

如果閣下同意被列為專業投資者，請簽署“專業投資者聲明”並將其直接交予閣下的客戶經理。假如我們未能獲得所需資料以確定閣下是否符合專業投資者準則，我們會與閣下聯絡並請閣下提供該等資料或文件(例如資產證明)。

請注意，閣下有權撤回就被視為專業投資者及不從本行接收任何成交單據、戶口結單或收據所給予的同意。如需撤回同意，請向閣下的客戶經理發出書面通知，或將書面通知送交：

香港中環皇后大道中99號  
中環中心17樓  
星展銀行(香港)有限公司  
財富管理部Sales Support

如對被視為專業投資者有任何疑問，請與閣下的客戶經理聯絡。

## 資料政策通告

本通告列載 DBS Bank Ltd<sup>1</sup> 及其所有在香港特別行政區(「香港」)的直接及間接附屬公司(但星展唯高達香港有限公司<sup>2</sup> 則除外)(各稱「本公司」)的資料政策。為免產生疑問,星展銀行(香港)有限公司<sup>3</sup>亦包括在內。本通告的條文構成資料當事人所持有的本公司帳戶的條款及細則及/或資料當事人與本公司訂立的協議或安排的一部分。如有任何歧義,概以本通告的條文為準。

就本通告的目的而言,「星展集團」指 DBS Bank Ltd 及其分行、控股公司、代表辦事處、附屬公司及聯屬機構(包括該等附屬公司或聯屬機構的分行或辦事處)。

本通告內對「資料當事人」的提述指本公司客戶及向本公司提供資料(包括《個人資料(私隱)條例》(「該條例」)所界定的個人資料)的其他類型人士,包括但不限於銀行/金融服務及授信申請人、基於對本公司負有的責任而出任擔保人及提供抵押、擔保或任何形式的支持的人士、股東、董事、公司職員及經理、獨資經營者、合夥人、供應商、承包商、服務供應商及其他合約對手。

- (a) 資料當事人在各項事情上如開立或延續帳戶、設立或延續銀行授信、要求提供銀行或其他金融服務,或向本公司及資料當事人提供資源或服務時,需要不時向本公司提供有關的資料。
- (b) 若未能提供有關資料,可能導致本公司無法開立或延續帳戶、設立或延續銀行授信、提供銀行或其他金融服務,或接納或延續資源或服務供應。
- (c) 在本公司與資料當事人延續正常業務往來期間,例如當資料當事人簽發支票、存款、發出指示或以其他方式進行作為本公司所提供服務一部分的交易時,本公司亦會收集資料當事人的資料。本公司亦會向第三方(包括資料當事人因本公司產品及服務的推廣以及申請本公司產品及服務而接觸的第三方服務供應商)收集與資料當事人有關的資料(包括從獲核准加入多家個人信貸資料服務機構模式的信貸資料服務機構(以下簡稱「信貸資料服務機構」)接收個人資料)。
- (d) 資料當事人的資料的用途將視乎其與本公司的關係性質而有所不同;大致而言,可包括下列任何或所有用途:
  - (i) 考慮、評估及處理銀行及/或其他金融服務及授信的申請;
  - (ii) 由本公司或向本公司或資料當事人提供的服務及借貸授信的運作;
  - (iii) 提供信用查詢備考書(狀況查詢);
  - (iv) 進行信貸及其他狀況審查;
  - (v) 協助其他在香港獲核准加入多家個人信貸資料服務機構模式的信貸提供者(以下簡稱「信貸提供者」)進行信用檢查及追討欠債;
  - (vi) 確保資料當事人的信用維持良好;
  - (vii) 研發及/或設計供資料當事人使用的金融服務或有關產品;
  - (viii) 推廣服務、產品及其他項目(詳情請參閱以下(j)段);

- (ix) 執行內部監控措施,包括確定本公司與資料當事人相互間的債務;
- (x) 履行財資管理職能;
- (xi) 根據資料當事人所持有的本公司帳戶的條款及細則提供投資管理、交易及顧問、託管及其他服務;
- (xii) 執行資料當事人的責任,包括但不限於向資料當事人及為資料當事人的責任提供抵押品的人士追收欠款;
- (xiii) 為資料當事人或非資料當事人作營運用途、信貸評估、信貸評分模式或統計分析(包括在前述各情況下,作為分析及評估與星展集團的整體關係,當中包括將資料用於遵守星展集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就星展集團內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、規定、政策、程序、措施或安排;
- (xiv) 遵守根據下列各項而適用於本公司或任何其他星展集團成員或期望本公司或任何其他星展集團成員應遵守的披露及使用資料的義務、規定或安排:
  - (1) 不論於香港境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律(例如《稅務條例》及其相關規定,包括涉及自動交換財務帳戶資料的規定);
  - (2) 不論於香港境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關,或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導(例如由稅務局作出或發出的指引或指導,包括涉及自動交換財務帳戶資料的指引或指導);及
  - (3) 本公司或任何其他星展集團成員因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關,或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動,而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關,或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾;
- (xv) 讓本公司或任何其他星展集團成員的實際或建議承讓人或本公司或任何其他星展集團成員對資料當事人的權利的參與人或附屬參與人可評估、訂立及處理涉及有關該轉讓、參與或附屬參與的交易;
- (xvi) 本公司在提供特定服務或授信時特別設立的用途。有關程序包括配對程序(如該條例所界定,但大致包括比較資料當事人的兩組或更多資料,以決定採取不符合資料當事人利益的行動,例如否決申請);及
- (xvii) 一切與上述有聯繫、有附帶性及有關的用途,包括尋求專業意見。

本公司僅於上述用途上合理地需要或適用法律規定的期間保存有關資料。這包括在處理與以上任何用途有關的查詢而合理地需要的期間內保存有關資料。

(e) 本公司對其所持的資料當事人資料將會保密，(但若《中華人民共和國個人信息保護法》(「個人信息保護法」)適用於本公司處理和/或使用資料當事人資料，僅在獲得資料當事人的單獨同意的情况下)，本公司可以因(d)段所列的用途而把有關資料提供予下列人士(不論是否在香港境內)：

- (i) 任何星展集團成員、代理人、承包商，或向本公司或任何其他星展集團成員提供與本公司或任何其他星展集團成員業務運作上有關的行政、電訊、電腦、支付、債務追收或證券結算、資料處理或其他服務的第三方服務供應商(或其附屬公司、控股公司或關連公司)；
- (ii) 曾向本公司或任何其他星展集團成員明示或默示地承諾將有關資料保密的任何其他人士；
- (iii) 任何認可機構(定義見《銀行業條例》)或於另一司法管轄區與資料當事人進行或擬進行交易的其他類似性質的認可或受規管實體；
- (iv) 向支票開票人提供已付款支票副本(當中可能載有支票收款人的資料)的付款銀行；
- (v) 資料當事人因申請本公司的銀行及/或其他金融產品及服務而選擇接觸的第三方服務供應商；
- (vi) 信貸資料服務機構(包括信貸資料服務機構所使用的任何中央資料庫之經營者)，而在資料當事人拖欠款項的情况下，則可將該等資料提供給收數公司；
- (vii) 本公司或任何其他星展集團成員根據對本公司或任何其他星展集團成員具約束力或適用的任何法律規定，或根據及為符合任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望本公司或任何其他星展集團成員遵守的任何指引或指導，或根據本公司或任何其他星展集團成員與本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾(以上不論於香港境內或境外及不論目前或將來存在的)，而有義務或以其他方式被要求向其披露該等資料的任何人士；
- (viii) 本公司或任何其他星展集團成員的任何實際或建議承讓人，或本公司或任何其他星展集團成員對資料當事人的權利的參與人或附屬參與人或承讓人；及
- (ix) (1) 任何星展集團成員；  
(2) 第三方金融機構、承保人、卡公司、證券及投資服務供應商；  
(3) 第三方獎賞、客戶年資獎賞及優惠計劃供應商；  
(4) 本公司及任何其他星展集團成員的聯營品牌合作夥伴(該等聯營品牌合作夥伴的名稱列於相關服務與產品(視屬何情況而定)的申請表格內)；  
(5) 慈善或非牟利機構；及

(6) 獲本公司聘用作(d)(viii)段所列用途的外聘服務供應商(包括但不限於專業顧問、寄件服務公司、電訊公司、電話推廣及直銷服務代理、電話服務中心、數據處理公司、資訊科技公司及市場調查公司)。

該等資料可能被轉移至香港境外。若個人信息保護法適用於本公司處理和/或使用資料當事人資料，本公司將徵求資料當事人針對該等跨境傳輸活動的單獨同意。

(f) 若個人信息保護法適用於本公司處理和/或使用資料當事人資料，本公司將在和第三方共享資料當事人的個人資料前，告知資料當事人接收方的姓名和聯繫方式、處理和提供資料當事人個人資料的目的和方式，以及將要提供和分享個人資料的種類，並徵求資料當事人對共享其個人資料的單獨同意。前述的個人資料接收方將僅為實現本通知下規定的具體目的所需的範圍內使用個人資料，並在實現目的所需的最短時間內保存個人資料，或(若個人信息保護法適用於本公司處理和/或使用資料當事人資料)按照個人信息保護法的要求。

(g) 就以上(d)(iv)段的目的而言，本公司可不時向信貸資料服務機構查閱及提取資料當事人的個人信貸資料，以檢討任何與信貸安排相關的下述事項：

- (i) 增加信貸額；
- (ii) 縮減信貸額(包括終止信貸或降低信貸額)；或
- (iii) 與資料當事人制訂或實行債務安排計劃。

本公司向信貸資料服務機構查閱資料當事人的個人信貸資料時，必須符合根據該條例核准和發出的《個人信貸資料實務守則》(「該守則」)及其他相關的監管規定。

(h) 本公司不時就按揭收集或持有的所有資料當中，本公司可向信貸資料服務機構提供關於資料當事人的按揭帳戶一般資料(包括其可能不時更新的任何資料)。

該等按揭帳戶一般資料指資料當事人的以下資料：全名、就每宗按揭的身分(即作為借款人、按揭人或擔保人)、香港身份證或旅遊證件號碼、出生日期、地址、每宗按揭的按揭帳戶號碼、每宗按揭的信貸種類、每宗按揭的按揭帳戶狀況(如生效、已結束、已撤帳)、每宗按揭的按揭帳戶結束日期(如適用)。

信貸資料服務機構會使用由本公司提供的按揭帳戶一般資料統計個別資料當事人(分別以借款人、按揭人或擔保人身分)不時於信貸提供者持有的按揭宗數，於信貸資料服務機構的個人信貸資料庫內讓信貸提供者共用(須受該守則的規定所限)。

(i) 本公司收集的部分資料可能構成個人信息保護法下的“敏感個人信息”，而只有在採取了嚴格的保護措施且在處理行為具備充分必要性的前提下，本公司才會處理敏感個人信息。若個人信息保護法適用於本公司處理和/或使用資料當事人資料，該等敏感個人信息將在獲得資料當事人的單獨同意後才進行處理。



**(j) 在直銷推廣中使用資料**

本公司擬把資料當事人的資料用於直銷推廣，而本公司為該用途須獲得資料當事人同意(包括表示不反對)。就此，請注意：

- (i) 本公司或會將本公司不時持有的資料當事人姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直銷推廣；
- (ii) 可用作促銷下列類別的服務、產品及項目：
  - (1) 財務、保險、卡(指可用作提取現金或支付貨品及服務費用的任何卡，包括信用卡、扣帳卡、自動櫃員機提款卡、Cashline卡及儲值卡)、銀行及相關服務與產品；
  - (2) 獎賞、客戶年資獎賞或優惠計劃及相關服務與產品；
  - (3) 本公司的聯營品牌合作夥伴提供的服務及產品(該等聯營品牌合作夥伴的名稱列於相關服務與產品(視屬何情況而定)的申請表格內)；及
  - (4) 為慈善及/或非牟利用途的捐款及捐贈；
- (iii) 上述服務、產品及項目或會由本公司及/或以下各方提供或(就捐款及捐贈而言)徵求：
  - (1) 任何其他星展集團成員；
  - (2) 第三方金融機構、承保人、卡公司、證券及投資服務供應商；
  - (3) 第三方獎賞、客戶年資獎賞或優惠計劃供應商；
  - (4) 本公司及任何其他星展集團成員的聯營品牌合作夥伴；及
  - (5) 慈善或非牟利機構；
- (iv) 除促銷上述服務、產品及項目之外，本公司亦擬將以上(j)(i)段所述的資料提供予以上(j)(iii)段所述的全部或任何人士，以供該等人士用以促銷該等服務、產品及項目，而本公司為此用途須獲得資料當事人書面同意(包括表示不反對)；
- (v) 本公司如以上(j)(iv)段所述將資料提供予其他人士可能會獲得金錢或其他財產的回報。如本公司會因提供資料予其他人士而獲得任何金錢或其他財產的回報，本公司會於以上(j)(iv)段所述徵求資料當事人同意或不反對時如是通知資料當事人。

**如資料當事人不希望本公司如上所述將其資料用於或提供予其他人士作直銷推廣用途，資料當事人可隨時通知本公司以行使其拒絕直銷推廣的權利，此安排並不收取任何費用。(如選擇拒絕直銷推廣，請填妥並交回拒絕直銷推廣表格。該表格可在本公司網頁([www.dbs.com.hk](http://www.dbs.com.hk))下載或於本公司任何分行索取。)**

**(k) 使用本公司應用程式介面(「API」)向資料當事人的第三方服務供應商轉移個人資料**

本公司可根據資料當事人向本公司或資料當事人使用之第三方服務供應商所發出的指示，使用本公司的API向第三方服務供應商轉移資料當事人的資料，以作本公司或第三方服務供應商所通知資料當事人的用途及/或資料當事人根據條例所同意的用途。

(l) 根據及按照該條例及(若個人信息保護法適用於本公司處理和/或使用資料當事人資料)個人信息保護法的條款及該守則的條款，任何資料當事人有權：

- (i) 查核本公司是否持有其資料及查閱該等資料；
- (ii) 要求本公司更正有關其不準確的資料；
- (iii) 查明本公司對於資料的政策及慣例，並獲告知本公司持有的個人資料種類；及
- (iv) 就本公司已向信貸資料服務機構提供的個人信貸資料(包括關於按揭的資料)方面：
  - (1) 要求獲告知會慣常地披露予信貸資料服務機構或收數公司的資料項目；
  - (2) 要求獲提供進一步資料，藉以向有關信貸資料服務機構或收數公司提出查閱及更正資料要求；及
  - (3) 於悉數清償欠款以終止帳戶時，指示本公司要求有關信貸資料服務機構從其資料庫中刪除與該已結束的帳戶有關的任何資料，惟是項指示必須於帳戶終止後五年內發出，且該帳戶在緊接帳戶終止之前五年內，並無超過60天的拖欠還款紀錄。
- (v) 若個人信息保護法適用於本公司處理和/或使用資料當事人資料
  - (1) 要求本公司刪除資料當事人的個人資料；
  - (2) 反對以某種特定方式使用資料當事人個人資料；
  - (3) 要求對處理資料當事人個人資料的規則進行解釋說明；
  - (4) 且滿足個人信息保護法的要求的情況下，要求本公司將資料當事人向本公司提供的個人資料轉移給資料當事人選擇的第三方；
  - (5) 撤回對收集、處理或轉移資料當事人個人資料的同意(資料當事人應注意，資料當事人撤回同意可能導致本公司無法開設或繼續開戶或建立或繼續本公司的設施或提供的銀行服務)；
  - (6) 要求對自動化決策過程中產生的決策進行解釋，以及拒絕接受僅由自動化決策技術作出的決定。

(m) 如戶口出現拖欠還款情況，除非拖欠金額在由出現拖欠日期起計60天屆滿前全數清還或撤帳(除了因破產令導致之外)，否則由信貸資料機構所持有的帳戶還款資料可在該拖欠款項全數清還後繼續保留五年。帳戶還款資料包括上次到期的還款額、上次報告期間(即緊接本公司最近一次向信貸資料機構提供帳戶資料之前不超過31天的期間)所支付的還款額、剩餘可用信貸額或未償還數額及欠款資料(即過期欠款額、逾期還款日數、清還過期欠款的日期及全數清還超過60天的欠帳的日期(如有))。

(n) 如資料當事人因被頒布破產令而導致戶口任何金額被撤帳，不論其帳戶還款資料(定義見以上(m)段)是否顯示有超過60天的欠帳，由信貸資料機構所持有的帳戶還款資料可在該拖欠款項全數清還後繼續保留五年，或由資料當事人獲解除破產令(其須提出證據將此事通知信貸資料機構)的日期起計保留五年(以較先出現的情況計算)。



- (o) 本公司考慮任何信貸申請或不時進行信貸審查時，可向信貸資料服務機構提取有關資料當事人的信貸報告或查閱資料當事人的資料庫。假如資料當事人希望查閱該信貸報告，本公司會提供有關信貸資料服務機構的聯絡詳情。
- (p) 本公司或前文(e)段所指從本公司取得有關資料的任何人士可在或可向其認為合適的國家處理、保存、轉移或披露資料當事人的資料。該等資料亦可根據該國當地的慣例和法律、規則和規例(包括任何政府措施和指令)而處理、保存、轉移或披露，該等資料可被轉移至保障程度可能較低的另一個地方。有關的境外機關或有權查閱該等資料。

資料可能會外包予香港境內外的代理人、承包商或服務供應商(包括星展集團的其他成員公司)及／或由該等代理人、承包商或服務供應商處理。在委聘服務供應商時，本公司會確保其所委聘的服務供應商具有適當的業務資質及能力，並會要求服務供應商遵守本公司規定的安全標準。本公司可透過合約條款(包括私隱監管機構批准的任何有關條款)以及對服務供應商進行監督以實現上述目的。無論個人資料於何處傳輸，本公司均會採取一切合理必要措施，確保個人資料得到妥善保管。

- (q) 本公司有權就處理任何查閱資料的要求收取合理費用。
- (r) 本通告並不限制資料當事人根據該條例和個人信息保護法下所享有的權利。
- (s) 根據該條例及(若個人信息保護法適用於本公司處理和/或使用資料當事人資料)個人信息保護法允許的情況下，資料當事人可要求查閱或更正資料，或索取資料以了解本公司的資料政策和慣例及所持有的資料種類。此等要求應向下列人士提出：

**香港中環皇后大道中99號**

**中環中心73樓**

**DBS Bank Ltd, Hong Kong Branch /**

**星展銀行(香港)有限公司**

**資料保護主任**

**傳真： 2536 4307**

- t) 如中英文版本有任何歧異，概以英文版本為準。

<sup>[1]</sup> 於星加坡註冊成立的有限公司。

<sup>[2]</sup> 於香港註冊成立的有限公司。

<sup>[3]</sup> 於香港註冊成立的有限公司。

## 有關歐洲經濟區/英國投資者的規例（PRIIPs規例）

基於歐盟的監管要求，星展銀行的若干產品未能提供予居於歐洲經濟區<sup>[1]</sup>及英國的零售投資者（不論國籍）。若您為歐洲經濟區或英國的居民，請在進行任何交易前詳閱以下部分。

就零售及保險投資產品組合（英文為「Packaged Retail and Insurance-based Investment Products」，簡稱「PRIIPs」）<sup>[2]</sup> 提供重要資訊文件（英文為「Key Information Documents」，簡稱「KIDs」）的規例（歐盟規例第1286/2014號，普遍稱為「PRIIPs規例」）已由2018年1月1日起生效。基於PRIIPs規例，星展銀行目前未能向居於歐洲經濟區或英國的零售投資者提供結構性票據及其他在PRIIPs規例管轄範圍內的產品。

零售投資者的定義為任何不符合專業客戶準則的客戶，有關準則載於歐盟指引2014/65/EU附件II（普遍稱為「MiFID II」）<sup>[3]</sup>。請注意，專業客戶與香港和新加坡分別採用的「專業投資者」及「認可投資者」準則並不相同。

如客戶的實益擁有人居於歐洲經濟區或英國，這些客戶被界定為零售投資者。

根據PRIIPs規例，星展銀行向居於歐洲經濟區或英國的零售投資者出售PRIIPs或提供相關意見時，必須提供以重要資訊文件為格式的合約前產品披露文件，除非有關投資者屬專業客戶。

我們未能就本行產品平台上的結構性票據或產品（不論發行人）提供KIDs，除非產品供應商另行通知本行。因此，本行暫停向居於歐洲經濟區或英國的零售客戶提供PRIIPs直至另行通知，除非有關投資者屬專業客戶。

歐洲經濟區或英國的客戶如在相關生效日期前曾透過本行購入PRIIPs，他們可繼續以星展銀行戶口持有及/或出售該些產品。有關PRIIPs規例的詳細資訊，客戶可與專屬客戶經理聯絡。

<sup>[1]</sup> 歐洲經濟區（自2022年11月起）：奧地利、比利時、保加利亞、克羅地亞、賽普勒斯共和國、捷克共和國、丹麥、愛沙尼亞、芬蘭、法國、德國、\*直布羅陀、希臘、匈牙利、冰島、愛爾蘭、意大利、拉脫維亞、列支敦斯登、立陶宛、盧森堡、馬爾他、荷蘭、挪威、波蘭、葡萄牙、羅馬尼亞、斯洛伐克、斯洛文尼亞、西班牙及瑞典。自2020年1月31日起，英國不再是歐洲經濟區國家，但英國已根據其本國法規實施PRIIPs規例，因此PRIIPs規例的原則在英國脫歐後繼續適用（直至另有新進展）。有關PRIIPs規例在英國的實施詳情，請閱覽<https://www.gov.uk/government/publications/draft-packaged-retail-and-insurance-based-investment-products-amendment-eu-exit-regulations-2019/packaged-retail-and-insurance-based-investment-products-amendment-eu-exit-regulations-2019-explanatory-information>。

\*直布羅陀並非歐洲經濟區國家，但基於某種特殊狀況而實施歐洲經濟區/PRIIPs規例。

<sup>[2]</sup> PRIIP指任何與某些參考價值或與一項或多項資產（並非由投資者直接購入）的表現掛鉤而可能令投資者應得金額浮動的投資產品。PRIIP包括投資基金、含有投資成份的人壽保險保單、結構性產品及結構性存款等投資產品。自2023年1月1日起，可轉讓證券集體投資計劃（英文為「Undertakings for Collective Investment in Transferable Securities」，簡稱「UCITS」）單位信託及UCITS交易所買賣基金被納入為PRIIPs。在此之前，UCITS可以不提供PRIIPs規例所要求的KID，但對於歐洲經濟區的國家，這項豁免已於2022年12月31日終止；而英國的相關豁免則會於2026年12月31日終止：<https://www.gov.uk/government/news/announcement-hm-treasury-to-extend-priips-exemption-for-ucits-funds-for-five-years>。

<sup>[3]</sup> <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32014L0065>





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