

## CATHAY UNITED BANK

### PRIVACY POLICY

#### PART I (General)

#### 1 Introduction

- 1.1 With effect from 1 July 2014, this Privacy Policy, as may be amended, varied or supplemented from time to time, shall form part of the terms and conditions governing your relationship with Cathay United Bank (the "**Bank**"), and should be read in conjunction with those terms.
- 1.2 From time to time, it is necessary for you, as the customer or prospective customer of the Bank, to supply the Bank with personal data, either directly to the Bank or otherwise. The Bank also collects personal data of or about you or (where applicable) your family members, next-of-kin, emergency contact, shareholders, partners, directors, commissioners, beneficial owners (including ultimate beneficial owners), proprietors, connected parties, controllers, employees, officers, associates, managers, signatories, authorised persons, attorneys or individual representatives (collectively, the "**Relevant Individuals**") from third parties, publicly available sources and in the ordinary course of the banking relationship between you and the Bank. In addition, the Bank uses, discloses and transfers such personal data in accordance with the internal policies of the Bank and the applicable laws and/or regulations. You agree that the Bank may so collect, use, disclose and/or transfer personal data and/or personal information for the purposes as stated in this Privacy Policy in accordance with the terms herein and applicable laws and/or regulation including but not limited to the Banking Act 1970 of Singapore ("**SG Banking Act**"), the Personal Data Protection Act 2012 of Singapore and Personal Data Protection Act (個人資料保護法) of Taiwan (hereinafter referred to as the "**Taiwan PDPA**").

#### 2 Definition

- 2.1 For the purposes of this Privacy Policy, "**personal data**" means data, whether true or not, about an individual, from which that individual can be identified, or from that data and other information which the Bank has or is likely to have access to.
- 2.2 Personal data includes, but is not limited to, data such as individual name, personal information (including but not limited to, date of birth, educational details, medical history, identification/passport number, risk tolerance/profile, product knowledge and experience), financial information (including but not limited to income, bank account details, net worth), telephone or facsimile number(s), addresses, email address(es), specimen signatures, biometric information (including but not limited to thumbprint, voice recordings, iris scans), electronic information and any other information relating to individuals which has been provided to the Bank.

#### 3 Purposes of Personal Data

##### 3.1 General purpose

The Bank collects, uses, discloses and/or transfers personal data (within or outside Singapore) for the following purposes in connection with (A) your relationship with the Bank, its affiliates or payment intermediary, (B) establishing, maintaining and/or operating any account with the Bank, facilities (including bank guarantees), products, services and/or accommodation offered, distributed or referred

to you by the Bank (each, a “**Product & Service**” and collectively “**Products & Services**”) and/or (C) the Bank’s business and operations:

- (a) evaluating, determining and processing (i) your request for any Product & Service offered, distributed or referred by the Bank (including but not limited to third party products and/or services distributed or referred by the Bank) and/or (ii) the terms of such offering, distribution or referral, including but not limited to price and eligibility;
- (b) providing Products & Services requested, including but not limited to (i) financial advisory or consultancy services, (ii) issuance of bank reference letter on your account, (iii) deposit and remittance services (where certain personal data, including but not limited to the name, account number, address (including email address), (where applicable) personal identification or passport number, date and place of birth, or such other information required by applicable laws and/or regulations may be disclosed or transferred to the beneficiary institution), (iv) any digital or online services and/or (v) opening, establishment, continuation, operation and/or maintenance of any account (including account or sub-account held with any custodian) or any Product & Service;
- (c) entering into (or potentially entering into):
  - (i) any transaction(s) effected or to be effected under, pursuant to or in connection with any agreement between you and the Bank or any Product & Service, including, without limitation, any investment transactions;
  - (ii) insurance or other similar contract(s) by the Bank and any claim(s) and/or request(s) for information thereunder, with respect to any Product & Service, and/or any proposed Product & Service;
- (d) facilitating review of any Product & Service offered, distributed or referred by the Bank to you (whether annually or otherwise) and/or monitoring such Product & Service (including to determine if it is fit for purpose) and/or to obtain opinions and feedback on the same;
- (e) facilitating and enabling an actual or proposed:
  - (i) (1) successor of the Bank, (2) assignee or transferee of any rights and/or obligations of the Bank, or (3) participant or sub-participant of any rights of the Bank, to evaluate the transaction intended to be the subject of the succession, assignment, transfer, participation or sub-participation, including in respect of any Product & Service, and/or any proposed Product & Service and;
  - (ii) business assignment, transfer, novation, participation or sub-participation of the Bank's rights and/or obligations in general;
- (f) ceasing or closing (as the case may be) of any account (including account or sub-account held with any custodian) or termination of any Product & Service;
- (g) facilitating provision of credit protection or insurance in respect of any of the Bank’s rights and/or obligations in relation to any account(s) and/or Product & Service offered, distributed or referred by the Bank to you or the Bank’s portfolio of Product & Services as a whole (or any part thereof);
- (h) designing, improving, offering, administering and/or marketing to you, in various modes, any Product & Service, special offers, gifts, promotions, programs or events provided

by the Bank which the Bank thinks may be of interest to you (whether offered, distributed or referred by the Bank, its branches, its affiliates or any third parties);

- (i) conducting research (whether by the Bank or a third party) (i) in connection with the purposes as stated in sub-paragraph (h) above and/or (ii) to better understand customer behaviour, preferences, and market trends;
- (j) managing your business, obligations and relationship with the Bank and the Bank's obligations to you (including but not limited to providing updates on any changes, replacement or substitution to any Product & Service offered, distributed or referred by the Bank to you or the terms and conditions relating to the same);
- (k) managing the Bank's business and/or operations in general, including but not limited to any corporate restructuring, mergers, acquisitions and/or divestments;
- (l) facilitating performance of the Bank's obligations or (whether pursuant to any litigation, arbitration or otherwise) enforcement of the Bank's rights or defence of the Bank, including any preliminary assessment of the same;
- (m) providing services to (i) the Bank by its head office, branches, affiliates, related corporations, agents, brokers, custodians, insurers, exchange, clearing house, contractors, professional advisers (including but not limited to auditors and legal advisers) or any other third party provider of services (including but not limited to such other parties involved in the printing or mailing of newsletters, reports, documents, confirmations and statements, professional, management, administrative, data management, electronic, telecommunications, computer, payment, collections, security, compliance, investigation, clearing, credit reference, checking services, debt collection) (collectively, "**Contractors**") and/or (ii) the Contractors by any sub-contractors (whether involving the disclosure of customer information or otherwise), to whom the Bank has outsourced, contracted or subcontracted any part of the Bank's Products & Services or business, operations, or performance of the Bank's duties and exercise of rights;
- (n) compliance or other monitoring and surveillance, carrying out of background and other checks at the point of account opening and on an ongoing basis, including in connection with applicable laws and/or regulations relating to anti-fraud, anti-money laundering, combat financing of terrorism, anti-proliferation financing, anti-bribery, anti-corruption and know-your-client requirements;
- (o) performing (i) verification and such security checks as the Bank may reasonably require to detect, prevent and/or investigate any crime, offence (including but not limited to fraud, money-laundering, terrorist or proliferation financing, bribery or corruption) or breaches of terms of agreements, (ii) checks and verification to establish your, your Relevant Individual's, your affiliate's or your related entity's identity or the identity (ies) of your or their authorized person(s), agent(s), signatory(ies) and attorney(s) and/or asset's beneficial owner(s) (including ultimate beneficial owner(s)), or (iii) any credit or other status screening or checks for purposes of providing Products & Services to you;
- (p) (i) establishing your (or any other Relevant Individual's) educational, financial, risk, credit or other types of profile and/or (ii) risk management activities and investigations conducted by the Bank and/or its affiliates, maintenance of the Bank's scoring models and/or other risk management methodology(ies), effective supervision, reporting and management arising from matrix, and other reporting and supervisory structures prevailing at the relevant time;



- (q) (i) credit, portfolio and other evaluation, both at the point of account opening and on an ongoing basis, including to ensure ongoing credit worthiness and to allow any credit bureau approved by the authorities or its members or subscribers to carry out any such evaluation, and/or (ii) debt recovery or collection of amounts (whether by the Bank, its affiliates or branches or any other third party) outstanding from you and/or those providing security, guarantee or undertaking in connection with indebtedness or amounts owing to the Bank by you;
- (r) generating or facilitating financial, regulatory, risk, credit, management or other related reports and/or models, performance of analytics and/or for audit and record keeping purposes;
- (s) performing audit checks and for legal purposes (including but not limiting to seeking advice and enforcing the Bank's legal rights, drafting and reviewing of documents and facilitating dispute resolution);
- (t) performing or liaising with another person or entity to perform bank account or other type of verification services;
- (u) contacting any of your employers (if applicable), other banks, referees or any other sources or third parties for the purpose of obtaining or exchanging any information and to compare the information provided by you with other information collected by the Bank for checking or verification purposes. The Bank shall be entitled to use the result of such comparison to take any action which may be adverse to your interest or against you;
- (v) performing checks with the Do Not Call Registry; or other equivalent registry or data base;
- (w) meeting or complying with (i) the Bank's internal policies and procedures (including but not limited to archival management, whether physically or electronically) and/or (ii) any applicable rules, international agreements or treaty (including for tax compliance), laws, regulations, codes of practice, guidelines, circulars, orders, or requests or order issued by any court, tribunal, legal, regulatory or supervisory bodies or authorities, any exchange or clearing house, any credit bureau or credit information sharing services (both national and international, having the force of law or otherwise);
- (x) complying with one or more obligations, requirements or arrangements for using or disclosing personal data and/or responding to request(s) from any guarantor or provider of security, any beneficiary (whether of a trust account or otherwise), any agent, any issuer (including issuer of assets and their agents and their service providers), any exchange, clearing house, clearing agency, trade repository, depository, custodian, sub-custodian, broker or correspondent bank, securities commission, any authority, market participant or person under or in connection with any Product & Service;
- (y) assisting or responding to a receiver, liquidator, administrator, judicial manager, compulsory manager, provisional supervisor, official assignee, trustee, trustee-in-bankruptcy or other similar officer in connection with you or any of your assets or (where applicable and where you lack legal or mental capacity or if you are deceased) your parent, legal guardian, donee, deputy, attorney, executor or personal representatives;
- (z) managing, maintaining or upgrading safety and security of the Bank's premises, services, systems, equipment, infrastructure, business or operations, including but not limited to remote access, maintenance, repair, location and/or relocation of servers and/or database and information technology support and services;



- (aa) managing the safety and security of the Bank's (i) employees and staff and (ii) customers (including but not limited to carrying out closed circuit television surveillance and implementing safe distancing or other pandemic control measures);
- (bb) providing training to employees, any service provider, Contractor or sub-contractor of such service provider or Contractor of the Bank in relation to the Bank's Products & Services, business or operations;
- (cc) facilitating communications with you, any Relevant Individual, the media (including social media), legal, regulatory or supervisory bodies or authorities, the public and/or any other party, in various modes, including via electronic communication, electronic mail, telephone calls, facsimile, physical mail, mobile messaging service or through the Bank's website or applications;
- (dd) carrying out, handling, obtaining, addressing or responding to requests, queries, feedback, investigations, questions, complaints, claims, disputes or instruction, as part of communications as stated in sub-paragraph (cc) above; and
- (ee) other purposes which are reasonably related to the aforesaid.

#### 4 Specific Issues and Consent

##### 4.1 Third Party's Personal Data

In addition to the foregoing, by providing personal data of a third party (including the Relevant Individuals) (e.g. information of next-of-kin, emergency contact, family members, company employees and officers) to the Bank, you also represent and warrant that (i) consent from that third party has been obtained (and has not been withdrawn) for the collection, use, disclosure and transfer of that personal data by the Bank for the purposes listed above and (ii) you are duly authorised by such third party to provide consent to the Bank on their behalf for the purposes set out in this Privacy Policy.

##### 4.2 Electronic Cookies and other Technologies

Many of the Bank's webpages and mobile applications use "**cookies**". A cookie is a small text file that a webpage or mobile application can send and store on your computer or mobile device. The Bank uses cookies in some of its webpages and/or mobile applications to collect and store information about users (such as session information), to offer products and/or services according to your preferred settings, to track use of the Bank's website or mobile applications and to compile data and statistics about the activities and traffic on the Bank's webpages and mobile applications. The Bank may also utilise web beacon, which involves the use of unobtrusive graphics. Web beacon allows the Bank to gather data and information about user behaviour, track traffic patterns on the Bank's websites and mobile applications and how users interact with content provided by the Bank. You can adjust your browser's settings to disable cookies (which will in turn disable the relevant web beacon from gathering data and information), but note that in doing so, you may not be able to access certain parts and/or functions of the Bank's webpage and/or mobile application.

##### 4.3 Third Party Webpages and Platform

The Bank's webpages and mobile applications may contain links or redirection to webpages or platforms of a third party. You should always review the privacy policy applicable to such third party webpages or platforms. The Bank shall not be responsible or liable for such third party webpages or platforms and this Privacy Policy shall not extend to such third party webpages or platforms.

#### 4.4 Transfer of Personal Data outside of Singapore

You consent to personal data being processed, kept, held, transferred and/or disclosed in and to another jurisdiction outside Singapore as the Bank, its Contractors and/or any other authorised person who has obtained such personal data from the Bank may, in their absolute discretion, deem appropriate, including in accordance with the applicable laws and/or regulations in that jurisdiction. Without prejudice to the generality of the foregoing, personal data (including for the purpose of outsourcing or sub-contracting by the Bank) may be processed, kept, transferred, held and/or disclosed by and to a business support centre or cloud data centre (“**Centre**”) operated and managed by the Bank, its Contractors or such other authorised person outside Singapore to provide service support to the Bank. Such Centre may disclose, in such form and manner, the personal data obtained from the Bank in order to comply with any applicable laws and/or regulations of that jurisdiction notwithstanding any contractual obligation of confidentiality imposed on such Centre or its agents.

#### 4.5 Communications by telephone or video calls

You expressly authorizes the Bank to record by tape, video or other devices and/or in writing all communications between you and/or any authorized person(s) of the Bank from time to time, including any communication through the Bank’s telephone hotline, or video conferencing software and further agrees that if a dispute arises at any time in relation to the contents of any such communication, the recording of such communication, or a transcript thereof certified as a true transcript by the Bank’s officer, shall be conclusive evidence between you and the Bank as to the contents and nature of such communication unless and until the contrary is established, and may be used as evidence in such dispute. Subject to paragraph 7 below, nothing herein shall constitute a right to any of the Bank’s records and notwithstanding that requests may be made by you for such records, the Bank may refuse (without giving any reasons whatsoever) your requests for such records.

### **5 Withdrawal of Consent**

- 5.1 You may at any time, on giving reasonable notice to the Bank, request to withdraw any consent given in respect of the collection, use or disclosure by the Bank of your personal data supplied or collected, for any purpose.
- 5.2 If a Relevant Individual withdraws his or her consent in respect of the collection, use or disclosure by the Bank of his or her personal data supplied or collected, for any purpose, you shall inform the Bank in writing immediately, providing evidence satisfactory to the Bank of such withdrawal.
- 5.3 Any such withdrawal of consent will be processed within a reasonable timeframe, with the time taken to effect such withdrawal dependent on the complexity of the request. If you or a Relevant Individual withdraw any consent given, depending on the nature and extent, the Bank may not be able to carry on certain business and transactions with you or any party where such consent is required, and such withdrawal may result in a breach of contractual obligations or undertakings to the Bank, in which case, the Bank’s legal rights and remedies are expressly reserved.

### **6 Management of Personal Data**

- 6.1 The Bank retains personal data supplied or collected until it is reasonable to assume that the purpose for which that personal data was collected is no longer being served by its retention, and retention is no longer necessary for legal or business purposes.



- 6.2 Personal data held by the Bank will be kept confidential and the Bank will make reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks. However, in order to carry out the purposes listed above, the Bank may, to the extent permitted by applicable law and/or regulation, share personal data with the Bank's head office, branches, affiliates, related corporations, any other Contractors or third parties, whether in Singapore or elsewhere or store and/or handle personal data outside Singapore whether through such parties or otherwise. When doing so, the Bank will require such parties to ensure that personal data so disclosed, stored or handled is kept similarly confidential and secure and in compliance with applicable laws and/or regulations. There may also be a need for such parties to share, store and/or handle personal data with their sub-contractors and the Bank will work with such parties to ensure that personal data so disclosed to, stored or handled by such sub-contractors is kept similarly confidential and secure and in compliance with applicable laws and/or regulations.

## 7 Access and Correction of Personal Data

- 7.1 You may request access to your personal data in the possession or under the control of the Bank and information about the ways in which your data has been used or disclosed by the Bank within one year before the date of such request. You may also request correction of personal data in the possession or under control of the Bank. Depending on the nature and complexity of your request, the Bank may, subject to the applicable laws and/or regulations, be required to accede to such request and (i) charge a fee for processing your request for access and/or correction and (ii) take a reason period of time after receipt of such request to attend to the same. The Bank will inform you of the fee beforehand in accordance with the Bank's procedures applicable at the time and take further instructions before it is charged to you.

## 8 Disclosure of Customer Information

- 8.1 Without prejudice to the Bank's rights to disclose information relating to you or your Relevant Individuals under applicable laws, regulations (including but not limited to the SG Banking Act), you consent for the Bank and its officers, employees, agents, representatives and/or (where relevant) Contractors to, at its or their absolute discretion, provide and divulge information including customer information (as defined in the SG Banking Act) ("**Customer Information**") in connection with (A) your relationship with the Bank, its affiliates or payment intermediary, (B) establishing, maintaining and/or operating any Product & Service and/or (C) the Bank's business and operations, to the following persons, whether in or outside Singapore:
- (a) the affiliates, head office or branches, representative offices, subsidiaries or related corporations of the Bank;
  - (b) (i) any Contractor or person who is engaged by the Bank to provide services to the Bank for establishing, maintaining and/or operating an account(s) and/or any Product & Service for you or for the Bank's business and operations, (ii) any person to whom the Bank has outsourced or subcontracted any part of the Bank's Products & Services, business, operations and/or performance of the Bank's duties and exercise of rights and (iii) any sub-contractor of any Contractor, where the contracting or sub-contracting arrangement or agreement requires or involves disclosure of information (including Customer Information);
  - (c) any issuer (including issuer of assets or products and their agents and their service providers);

- (d) any agent (including clearing agent), broker, custodian, insurers, exchange, clearing house, trade repository, depository, correspondent bank or market participant, whether in Singapore or any other jurisdiction, under or in connection with an account(s), any Product & Service and/or the Bank's business and operations;
- (e) any other banks, financial institutions, debt collection agencies, credit providers, charge or credit card issuing companies, credit reference agencies, credit bureau and member or subscriber of such credit bureau or other similar service providers or contractors under or in connection with (i) an application or review of account(s) or any Product & Service, (ii) the Bank's business and operations, (iii) provision of references in respect of you or your Relevant Individuals and/or (iv) (in relation to any credit reference agencies or credit bureau) any information sharing services with any fellow member or subscriber of such credit reference agencies or credit bureau;
- (f) any authority or person pursuant to (i) applicable laws and/or regulations in any jurisdiction or (ii) any agreement or arrangement that the Bank, its head office, any of its branches or affiliates have or may have in the future with such authority or person, whether such authority or person is a local or foreign governmental, regulatory, tax, law enforcement or other authority, or self-regulatory or industry body or association of financial services providers, whether imposed by law or assumed by the Bank, its head office, any of its branches or affiliates for the protection of its financial, commercial, business or legitimate interests in or related to such jurisdiction;
- (g) (if applicable) where you are below the age of 18 years or lack legal or mental capacity or if you are deceased, your parent, legal guardian, donee, deputy, attorney, executor or personal representatives;
- (h) your auditor or Relevant Individuals;
- (i) any provider or potential provider of credit or contractual protection, insurance or hedging in respect of any of the Bank's rights and/or obligations in relation to any account(s) and/or Product & Service offered, distributed or referred by the Bank to you or the Bank's portfolio of Product & Services as a whole or any part thereof;
- (j) (i) any successor of the Bank, (ii) any assignee or transferee of any rights and/or obligations of the Bank, or (iii) participant or sub-participant of any rights of the Bank, whether in relation to any account(s) and/or Product & Service offered, distributed or referred by the Bank to you or otherwise;
- (k) any person to whom any fees, commissions or other amounts may be payable, whether for the purpose of determining quantum of such fees, commissions or other amounts or otherwise;
- (l) the police or any public officer purporting to conduct an investigation;
- (m) any government agency or authority or courts of a jurisdiction where any of the Bank's branches or offices (including head office) are situated or where the Bank has assets;
- (n) any person, corporate, entity or organisation in compliance with, or whom the Bank in good faith believes is entitled to relief pursuant to, the order, notice or request of any government



agency or authority or courts in Singapore or of a jurisdiction where any of the Bank's branches or offices are situated or where the Bank has assets;

- (o) any person for the purpose of collecting and recovering for and on the Bank's behalf any sums of money owing to the Bank from you;
- (p) any chargee, assignee, guarantor, provider of security, or any other person, corporate, entity or organisation where security or encumbrance over an account or Product & Service is created in favour of or a receiver or any insurer in relation to you or such account or Product & Service;
- (q) any banks, financial institutions, product providers, service providers or any other third parties that may issue or offer any products or services that may be of interest to you or for marketing purposes;
- (r) to any person, corporate, entity or organisation (including any governmental or regulatory bodies or authorities) to the extent that such information is required to be disclosed by any applicable law or regulation;
- (s) any person or entity to which or whom disclosure is required under, in connection with or arising out of the purpose as stated in paragraph 3.1 above; and/or
- (t) any person, corporate, entity or organisation to whom the Bank is under a duty to disclose or the Bank considers in good faith is in the interest of the Bank to make such disclosure.

8.2 This paragraph 8 is not, and shall not be deemed to constitute, an express or implied agreement by the Bank with you for a higher degree of confidentiality than that prescribed in Section 47 of the SG Banking Act and in the Third Schedule to the SG Banking Act.

8.3 The rights conferred on the Bank in this paragraph 8 shall be in addition to any other rights that the Bank may have under the SG Banking Act, or any other statutory provisions and in law and shall not be in any way prejudiced or affected by any other agreement, express or implied, between you and the Bank in relation to any information (including Customer Information) nor shall any such other agreement be in any way prejudiced or affected by this paragraph 8. The Bank's rights to disclose such information shall survive the termination and closure of the account(s) and the Products & Services.

## **9 General Terms**

### **9.1 Representation**

As the Bank relies on personal data supplied or collected to provide products and services to you and/or for purposes as stated above, you shall represent and warrant that at all times, the information and personal data provided to the Bank is correct, accurate and complete, and you shall update the Bank in a timely manner of any and all changes to the same.

### **9.2 Non-prejudice**

Any consent given pursuant to this Privacy Policy shall not derogate from, and shall be without prejudice to, any other rights which the Bank may have to collect, use, disclose and transfer your personal data, and nothing herein is to be construed as limiting the same.

### 9.3 Change in personal data

You shall immediately inform the Bank in writing of any change in (i) your or your Relevant Individual's personal data, including personal particulars, address, telephone number, facsimile number, e-mail address or any other particulars, or (ii) any other information provided to the Bank in connection with any Product & Service.

### 9.4 Amendments

The Bank may amend this Privacy Policy from time to time to ensure that it is consistent with any changes (i) in laws and/or regulations, (ii) the Bank's internal policy and/or (iii) to the purpose or the manner in which the Bank collects, uses, discloses and/or transfers personal data. The Bank will make available such updated policy on the Bank's website accessible at <https://www.cathaybk.com.tw/sg/download/> (or such other URL as the Bank may from time to time provide to you), or at its office in Singapore. All communications, transactions and dealings with the Bank shall be subject always to the latest version of this Privacy Policy in force at the time.

To contact the Bank on any aspect of this Privacy Policy or queries in relation to the Bank's collection, usage, disclosure and/or transfer of your personal data, please visit us at our office in Singapore or get in touch with the Bank's personal data protection officer at Tel (65) 6593 9280.

## **PART II (Personal Data Protection Act of Taiwan)**

### **1 Applicability of Part II**

The terms in this Part II (*Personal Data Protection Act of Taiwan*) (hereinafter referred to as "**Part II**") are without prejudice to the terms in Part I (*General*) of this Privacy Policy and would be applicable only to individuals who are nationals of Taiwan in connection with personal information provided to, collected, processed, used, or internationally transferred, directly or indirectly, by the Bank or any other person acting on behalf of the Bank. In addition, any legal representative/statutory assistant/other authorized persons appointed under the law to act on your behalf would be agreeing to the terms of this Part II (*Personal Data Protection Act of Taiwan*) both in its personal capacity and in its capacity as your legal representative/statutory assistant/other authorized persons.

### **2 Introduction**

The collection of personal information involves your privacy rights, any person constituting or connected to you or authorized by you, including connected parties, authorized persons, beneficial owners, legal representative or statutory assistant or any other parties related to you (collectively, "**Customer Group**"). When carrying out the business activities which are currently permitted (or may be permitted in the future) by law and to the extent necessary for conducting the relevant business (but subject to the actual business dealings between you and the Bank), where the Bank has the need to, directly or indirectly, collect, process, use and/or internationally transfer any Customer Group personal information, the Bank shall, at the time when it collects personal information from you, notify you of the following in accordance with the first paragraph of Article 8 and the first paragraph of Article 9 of the Taiwan PDPA: (a) names of non-government agencies which collect the personal information; (b) purposes of collection; (c) categories of personal

information; (d) duration and locations of use, users, and means of use, of personal information; (e) sources of the personal information collected; (f) the rights (and ways to exercise such rights) available to the party in question under Article 3 of the Taiwan PDPA; (g) the impact of not providing personal information on the rights and interests of the party in question (where the party has the right to choose whether to provide personal information). The codes and types of purposes of collection are in reference to the "Personal Data Protection Act Specific Purposes and Personal Data Categories (個人資料保護法之特定目的及個人資料之類別)" published by the Taiwan's Ministry of Justice. Any change to such codes and types shall be applicable hereunder. You agree that the Bank may collect, process, use and/or internationally transfer your, his/her own personal information in accordance with Part II (*Personal Data Protection Act of Taiwan*) of this Privacy Policy and that you or they have read this Part II (*Personal Data Protection Act of Taiwan*) carefully and agrees to the same. Where you are required to have a legal representative/statutory assistant/other authorized persons appointed under the law, such legal representative/statutory assistant/other authorized persons appointed under the law agrees that the Bank may collect, process, use and/or internationally transfer his/her own personal information in accordance with this Part II (*Personal Data Protection Act of Taiwan*) and that they have read this Part II (*Personal Data Protection Act of Taiwan*) carefully and agrees to the same.

### 3 Purpose, Categories of Personal Information, Duration, Location and Means of Use

With regard to any Customer Group personal information to be collected by the Bank, the purposes of collection, categories of personal information, and duration and locations of use, users, and means of use of the personal information are as follows:

(a) Purposes of collection:

"022 Foreign exchange services," "036 Deposit and transfer" (automatically authorized debit and transfer), "067 Credit card, cash card, debit card or electronic stored-value card services," "082 Borrower and Account Holder loan and deposit consolidated management" (WMA, payment through transfer), "088 Loan approval and credit extension services" (cash advance, balance transfer, credit facility and long term revolving credit facility), "001 Life insurance," "112 Cheque clearance services," "106 Credit extension services," "111 Financial instrument services," "126 Debt consolidation, discount and purchase services," "154 Credit reporting," "044 Investment management," "068 Trust services," "166 Securities, futures, securities investment trust and consulting services," "094 Personal property management," "065 Insurance brokerage, agency and notarization services," "093 Property insurance," "030 Arbitration," "040 Marketing (including cross-selling activities between financial holding companies)," "059 Financial services sector's collection, processing and use in accordance with laws and regulations for financial supervision needs," "060 Financial dispute resolution," "061 Financial supervision, administration and inspection," "063 Nongovernment agencies' collection, processing and use of personal information in accordance with legal obligations," "069 Matters related to contracts, quasi-contracts or other legal relations," "090 Consumer, customer management and services," "091 Consumer protection," "098 Commercial and technical information," "104 Account management and debt trading activities," "113 Pleading, petition and report handling," "129 Accounting and related services," "135 Information (communication) services," "136 Information (communication) and database management," "137 Information and communication security and management," "148 Online shopping and other electronic commerce services," "157 Investigation, statistics and research analysis," "160 Certification business management (including OTP dynamic password and Global MyB2B Digital Certificate)," "173 Other government agencies' supervision and administration of targeted industries," "177 Other financial management services," "181 Other business activities in accordance with the business registration or Articles of Incorporation" (including business activities permitted by law or approved by the competent authorities) and "182 Other consulting and advisory services."

(b) Categories of personal information collected:

Name, address (including electronic mail address), unified identity card number, tax resident status, country/region of domicile, tax identification number, gender, date of birth, correspondence information, biometric data (including without limitation facial features, fingerprints, digital veins and so forth), business activities and financial position (e.g. consumption volume, location and items, revenue, income, assets and investments, liabilities and expenses, credit rating, insurance details, financial transactions and so forth), mobile and online media information (e.g. mobile device identifier, mobile device location, social network information, IP address, web browsing history, cookie and so forth), and other details such as relevant service applications or contracts, as related to the business dealings, accounts or services between the Bank and you and as provided by or actually collected from you or third parties (e.g. the Joint Credit Information Center ("JCIC"), entities with whom the Bank cooperates/partners, other entities with whom the Bank has business dealings and so forth). The Bank collects personal information from you based on the needs of different business activities, accounts or services. Such personal information is classified into the following ten categories in accordance with the Personal Data Protection Act Specific Purposes and Personal Data Categories (個人資料保護法之特定目的及個人資料之類別) promulgated by the Ministry of Justice of Taiwan: identity information – C001 to C003 (such as name, phone number, bank account number, credit card number and unified identify card number); personal characteristics – C011 to C013 (such as gender and date of birth); family status – C021 to C024 (such as marital status and name of spouse); social status – C031 to C041 (such as address, property information, lifestyle, and residency certificate); education, examination-based qualifications, technical skills or other specializations – C051 to C053 (such as education and professional skills); employment status – C061, C062, C064, C066, C068 (such as employer, job title and salary); financial details – C081 to C089, C091 to C094 (such as gross revenue, gross income, loans, credit rating, foreign exchange transaction records and documentary credits); business information – C101 to C103 (such as type of business); health and other – C111, C115 to C116, C119 (such as medical reports, records of treatment and diagnosis); other information – C131 to C132 (such as unclassified data and emails).

(c) Duration and locations of use, users, and means of use, of personal information:

- (i) Duration: the duration for which the specific purposes for collecting the personal information exist, the retention period required under relevant laws and regulations or required for the Bank's business operations, or the retention period stipulated in individual contracts (whichever is the longest).
- (ii) Locations: the local and overseas locations of the users set forth under "Users" below.
- (iii) Users: (1) the Bank (including the Bank's head office, overseas branches and affiliates, third party agencies engaged by the Bank); (2) entities using the personal information in accordance with relevant laws and regulations (e.g. Cathay Financial Holding Co., Ltd., i.e., the Bank's parent company, and its subsidiaries); (3) other entities engaging in related business activities (e.g. correspondent banks, JCIC, the Agriculture Credit Guarantee Fund of Taiwan, the Overseas Credit Guarantee Fund of Taiwan, the National Credit Card Center of Taiwan, the Taiwan Clearing House, the Financial Information Service Co., Ltd. of Taiwan, the Small and Medium Enterprise Credit Guarantee Fund of Taiwan, the Agricultural Credit Guarantee Fund, the Bureau of Labor Insurance, international credit card organizations, credit card acquirers and contracted merchants and their statutory assistants, credit guarantee agencies, the Financial Ombudsman Institution, any person who intends to transfers assets and liabilities to the Bank, bear risks for the

Bank, or merge with/acquire the Bank (or such person's agents or advisers), other entities with whom the Bank has business dealings (e.g. Google, Facebook and other social media platforms and advertising agencies), recipients of personal information transmitted internationally who are not subject to the restrictions imposed by the central government authorities of targeted industries); (4) authorities or agencies having jurisdiction or investigative authority over the foregoing parties under the law; and (5) other users agreed by you (e.g. companies engaging in co-marketing activities or sharing customer data with the Bank, or companies collaborating with the Bank on promotional activities).

- (iv) Means of Use: by way of automated machines or other non-automated means in accordance with personal information protection laws.
- (d) The Bank will have the personal information undergo an appropriate de-identification process (e.g. outlier detection, randomization and k-anonymization) and/or take relevant protection measures when using personal information for the purpose of “157 Investigation, statistics and research analysis”. The result of aforementioned usage shall not lead to any identification of any specific person.

#### **4 Source of Personal Information**

Sources of personal information collected:

- (a) Directly obtained from the Customer Group or your authorized person by the Bank.
- (b) Made public by the Customer Group or third parties lawfully.
- (c) Obtained from JCIC or other third parties by the Bank (such as the legal representatives or statutory assistants of the parties involved, Cathay Financial Holding Co., Ltd. and its subsidiaries which share customer data with the Bank, companies collaborating with the Bank on promotional activities, groups co-branding credit cards with the Bank, and other entities with whom the Bank has business dealings) or
- (d) Obtained from any open source, including but not limited to the internet.

#### **5 Rights of Customer**

5.1 Pursuant to Article 3 of the Taiwan PDPA, you or any member of the Customer Group may exercise the following rights with regard to your, his/her own personal information retained by the Bank:

- (a) except for the circumstances provided in Article 10 of the Taiwan PDPA, you or any member of the Customer Group may make requests to the Bank to access or review your or his/her own personal information, or request the Bank to provide copies of such information, provided that the Bank may charge necessary costs and fees in accordance with Article 14 of the Taiwan PDPA;
- (b) you or any member of the Customer Group may request the Bank to supplement or correct your or his/her own personal information, provided that you or any member of the Customer Group shall provide the reasons and facts in relation to such request pursuant to Article 19 of the of the Enforcement Rules of the Personal Data Protection Act (個人資料保護法施行細則) of Taiwan;

- (c) pursuant to the fourth paragraph of Article 11 of the Taiwan PDPA, you or any member of the Customer Group may request the Bank to cease collecting, processing or using any of your or his/her own personal information in the event that the Bank has collected, processed or used such information in violation of the Taiwan PDPA;
- (d) pursuant to the second paragraph of Article 11 of the Taiwan PDPA, in the event of a dispute over the accuracy of personal information, you or any member of the Customer Group may request the Bank to cease processing or using any of your or his/her own personal information. However, pursuant to the proviso of the same paragraph, the preceding sentence shall not apply where the personal information is required for the performance of the Bank's services and such dispute has been notified to, or to the extent consented to in writing by the relevant person or party in the Customer Group;
- (e) pursuant to the third paragraph of Article 11 of the Taiwan PDPA, when the specific purposes for collecting personal information no longer exist or the relevant time period expires, the Bank shall, on its own initiative or upon the request of you or any member of the Customer Group, delete or cease processing or using your or his/her own personal information. However, pursuant to the proviso of the same paragraph, the preceding sentence shall not apply where the personal information is required for the performance of the Bank's services, or to the extent consented to in writing by the relevant person or party in the Customer Group.

5.2 If you or any member of the Customer Group wishes to exercise the aforesaid rights as provided in Article 3 of the Taiwan PDPA, you may contact the relationship manager assigned to you or visit the Bank's website (<https://www.cathaybk.com.tw/cathaybk>) for further details on how to exercise such rights.

5.3 You may decide on whether to provide the relevant personal information and on the types of personal information to be provided. However, if the personal information or types of personal information that you refuse to provide are necessary for transaction approval or operations, please understand that the Bank may not be able to provide the relevant services or better services to you due to the Bank's inability to process the necessary approval or carry out the necessary operations.

## 6 Representation

You warrant, acknowledge and agree that, in respect of any personal information provided by you to the Bank that relates to any member of the Customer Group, you are responsible for and hereby represent and warrant that prior to the provision of such personal information, you have procure that such member of the Customer Group has read this Part II (*Personal Data Protection Act of Taiwan*) carefully and agrees to the same, for the Bank's collection, process, use or internationally transfer, directly or indirectly, in accordance with this Part II (*Personal Data Protection Act of Taiwan*).