光大證券 | 國際
EVERBRIGHT SECURITIES | INTERNATIONAL

EVERBRIGHT SECURITIES INTERNATIONAL
PERSONAL DATA SCHEDULE

1. **INTERPRETATION**

1.1 In this Personal Data Schedule, unless the context otherwise requires, the following words and expressions have the meanings set out below:

1.1.1 "**Account**" means the trading account(s) opened and maintained by EBSI Group on behalf of Client pursuant to the Account Application and the terms of this Agreement;

1.1.2 "**Account Application**" means the application submitted by Client to EBSI Group in such form as required by EBSI Group for the opening and maintaining of a securities trading account under the terms of this Agreement;

1.1.3 "**this Agreement**" means the Client Agreement and Schedules and Appendix(ces) (if any) and Supplement(s) (if any), the Account Application and any applicable schedule, appendices and supplements and/or other documents as specified in the Schedules or determined by EBSI Group from time to time;

1.1.4 "**Client**" means the person in whose name EBSI Group has agreed to open and maintain the Account in accordance with the terms of this Agreement and shall in the case where Client: (i) is/are individual(s) include Client and Client's respective executors and administrators; (ii) is a sole proprietorship firm include the sole proprietor and Client's executors, administrators and successors in the business; (iii) is a partnership firm include the partners who are the partners of the firm at the time when the Account being maintained and any other person or persons who shall at any time hereafter be or have been a partner or partners of and in the firm and all the aforesaid partners' respective executors, administrators and the successors to such partnership business; and (iv) is a company include such company and its successors;

1.1.5 "**Laws**" means all laws, rules, regulations and regulatory requirements applying to EBSI, and to other brokers and dealers instructed by EBSI, including, where applicable, the rules of the relevant Exchange and its associated clearing house;

1.1.6 "**Regulators**" means the SFC, the relevant Exchange, the relevant clearing house and any other regulator whether in Hong Kong or elsewhere;

1.1.7 "**Regulatory Rules**" means the rules of the Regulators or other laws, rules, codes, guidelines, circulars and regulatory directions issued by the Regulators from time to time;

1.1.8 "**SFC**" means the Securities and Futures Commission of Hong Kong;

1.1.9 "**EBSI Group**" means China Everbright Securities International Company Limited ("CEBSI"), and CEBSI's subsidiaries and associated companies, and a "member of the EBSI Group" shall be construed accordingly. For the purpose of this Personal Data Schedule, EBSI Group shall be construed as referring to a member of the EBSI Group, where the context otherwise requires;

1.1.10 "**subsidiary**" bears the same meaning given to it under the Companies Ordinance (Cap.32, Laws of Hong Kong) (as amended from time to time).

1.2 Terms and expressions defined in this Agreement shall have the same meaning in this Personal Data Schedule unless the context otherwise requires. References to clauses in this Personal Data Schedule shall refer to clauses contained in this Personal Data Schedule, unless the context otherwise requires.

1.3 In the event of any inconsistency between the provisions of this Agreement and this Personal Data Schedule, the provisions of this Personal Data Schedule shall prevail.

2. From time to time, it shall be necessary for Client to supply EBSI Group with data (including "personal data" as defined in the Personal Data (Privacy) Ordinance (Cap.486 of the Laws of Hong Kong) as amended from time to time) in connection with the establishment or continuation of accounts or the provision of services by EBSI Group and generally Client's relationship with EBSI Group in Hong Kong. This may include but will not

be limited to information obtained in relation to Client's identity (name, date of birth, passport/identity card number, address(es), marital status, education level and employment information), as well as information collected for the purposes of ascertaining Client's financial profile, risk appetite, income (including sources of income) and net worth. Failure to supply, or to allow EBSI Group to use or disclose, such data may result in EBSI Group being unable to provide, or continue to provide any of the above facilities or services to or for Client in Hong Kong or elsewhere.

3. The purposes for which data may be collected, used and/or disclosed by EBSI Group (whether before or after the termination of Client's relationship with EBSI Group) are set out as follows:

3.1 the processing of applications for, and daily operation of services provided to Client or to other persons for whom Client acts as guarantor or for whom Client provides third-party security;

3.2 customer relationship management (including but not limited to loyalty programs or privileges and rewards schemes);

3.3 conducting, seeking or obtaining credit checks, matching procedures, data verification, due diligence and risk management;

3.4 assisting other financial institutions to conduct credit checks and collect debts;

3.5 ensuring Client's or any surety's ongoing creditworthiness;

3.6 maintaining Client's or any surety's credit history for present and future reference;

3.7 improving, enhancing, designing or launching existing or new financial services or related products for Client's use (including, where appropriate, providing Client with financial advice);

3.8 if Client has consented (including an indication of no objection) to the use of Client's personal data for direct marketing purposes by members of the EBSI Group and/or entities outside the EBSI Group in the Account Application, marketing the following goods, products, services and facilities:

3.8.1 Financial services;

3.8.2 Related investment products;

3.8.3 Financial and investment advice;

3.8.4 Client relationship management services;

3.8.5 Client credit protection and maintenance services; or

3.8.6 Any other related goods, products or services that EBSI Group or a member of the EBSI Group may develop under paragraph 3.7 of this Personal Data Schedule, unless Client instructs EBSI Group otherwise, and seeking or obtaining the same;

3.9 determining the amount of indebtedness owed to or by Client or any surety;

3.10 collecting of amounts outstanding from Client or any surety;

3.11 meeting any requests or requirements to make disclosure under the Laws;

3.12 enabling an actual or proposed assignee of EBSI Group in connection with merger, amalgamation, reconstruction or otherwise to evaluate the transaction intended to be the subject of the assignment;

3.13 any other purpose disclosed in the website(s) of EBSI Group or a member of the EBSI Group from time to time;

3.14 commencing, defending or otherwise participating in any legal or administrative proceedings or inquiry before any court or competent authority;

3.15 satisfying any requirements under the codes on takeovers and mergers and share repurchases issued by the SFC (as amended from time to time) and/or any other applicable Laws and/or Regulatory Rules in relation to takeovers in Hong Kong and/or any part of the world;

3.16 seeking or obtaining administrative, telecommunications, computer, payment, debt collection or securities clearing, custodian, audit, banking, financing, insurance, business consulting, outsourcing, or other services to EBSI Group in connection with the operation of its business; and

3.17 any other lawful purpose directly or indirectly relating or incidental to any of the above.

4. Data held by EBSI Group relating to Client, any surety and/or the Account shall be kept confidential but EBSI Group may, at its sole discretion, provide such information to the following persons for direct marketing purposes (where consented (including an indication of no objection) by Client) or any other purposes permitted by this Personal Data Schedule:

4.1 any agent, contractor or third party service provider (whether in Hong Kong or elsewhere) who provides administrative, telecommunications, computer, payment, debt collection or securities clearing, custodian, audit, banking, financing, insurance, risk management, business consulting, outsourcing, customer relationship management, marketing or other services to EBSI Group in connection with the operation of its business;

4.2 any branch or office of EBSI Group or any member of the EBSI Group, whether in Hong Kong or elsewhere;

4.3 any person acting or proposing to act as surety;

4.4 any person under a duty of confidentiality to EBSI Group (or any member of the EBSI Group) or who has undertaken to keep such information confidential;

4.5 any financial institution with which Client has or proposes to have dealings;

4.6 credit reference agencies and, in the event of default, to debt collection agencies;

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

4.8 any actual or proposed assignee or transferee of EBSI Group;

4.9 any person or entity who has established or proposes to establish any business relationship with EBSI Group or the recipient of the data; and

4.10 any person in accordance with the Laws or Regulatory Rules including through or pursuant to any rules, judgment, decision or ruling of the courts, arbitral tribunals, Financial Dispute Resolution Centre Limited, governmental, regulatory or other bodies or institutions, whether as required by the Laws and Regulatory Rules that are applicable to any member of the EBSI Group, or otherwise, or any company issuing a notice under section 329 of the Securities and Futures Ordinance.

5. Client agrees that data may be transferred overseas pursuant to the provisions of this Personal Data Schedule.

6. Client acknowledges and accepts the risks that the information disclosed pursuant to this Personal Data Schedule may be subject to further disclosure by the recipient to other parties in accordance with the laws of the country in which the recipient is located. Such laws may be wider in scope and implemented under less restrictive terms than would otherwise be the case in Hong Kong due to difference in applicable laws and regulations.

7. Client agrees to allow EBSI Group to disclose Client's data for the purposes and to those persons as set out in this Personal Data Schedule and to use such data pursuant to this Personal Data Schedule.

8. Where Client supplies EBSI Group with any data (including personal data), Client represents and warrants to EBSI Group that Client has taken all action necessary to authorize the disclosure of such data to EBSI

Group and the use by EBSI Group of such data pursuant to this Agreement.

9. Client may request to ascertain whether EBSI Group holds Client's personal data and EBSI Group's policies and practices in relation to personal data. Further, Client may request access to and correction of Client's personal data. Client also has the right to be informed about the kind of personal data held by EBSI Group and which items of data EBSI Group routinely discloses to credit reference agencies, and to be provided with further information to enable the making of a data access and correction request to the relevant credit reference agency. Any requests should be made in writing with fourteen (14)-day advance notice to the Data Privacy Officer, China Everbright Securities International Company Limited, 33/F, Everbright Centre, 108 Gloucester Road, Wan Chai, Hong Kong or such other address as EBSI Group may subsequently notify from time to time. EBSI Group may charge a reasonable fee for processing any data access request.

10. Where EBSI Group grants any credit facilities to Client or to another person for whom Client acts as guarantor, in the event that Client or the borrower defaults in repayment for a period exceeding sixty (60) days or such other period as prescribed by the laws or the relevant Regulators from time to time, data (which has been provided by EBSI Group to the relevant credit reference agency) may be retained by that credit reference agency until the earlier of the expiry of five (5) years from the date of final settlement of the amount in default and five (5) years from the date of Client's discharge from bankruptcy as notified to that credit reference agency. In the event of termination of the relevant account by full repayment and on condition that there has not been, within five (5) years immediately before account termination, any material default on that account, Client may instruct EBSI Group to make a request to the relevant credit reference agency to delete from its database any account data relating to the terminated account but such instruction should be given within five (5) years after account termination.

11. Without limiting the other provisions of this Personal Data Schedule where Client applies for credit (including any loan, overdraft facility or any other kind of credit) to be granted to Client or to another person for whom Client acts as guarantor, the data which Client provides to EBSI Group may be passed on to a credit reference agency or, in the event of a default, to a debt collection agency in accordance with the provisions of the code of practice on consumer credit data approved and issued under the Personal Data (Privacy) Ordinance as amended from time to time.

12. For the purposes of this Personal Data Schedule, if applicable, account data may include account general data (i.e. general particulars of the relevant account such as account opening date, repayment terms, whether Client as a borrower or guarantor, approved loan amount, repayment terms) and account repayment data (such as the amount repaid, outstanding balance of the loan, default data including the amount and number of days overdue).

13. Without prejudice to the right of EBSI Group to rely on grandfathering provision(s) or exemption(s) under the Personal Data (Privacy) Ordinance as amended from time to time or other applicable law, by consenting (including an indication of no objection) to the use of Client's personal data for direct marketing purposes by members of the EBSI Group in the Account Application, Client agrees and consents that EBSI Group may send by telephone, mail, email or other electronic means to Client from time to time direct marketing materials or messages relating to services or products which, in the opinion of EBSI Group, Client may be interested in. Client agrees that to the extent permitted by Laws and the Regulatory Rules the consent herein shall constitute specific opt-in for the purpose of any applicable privacy rules or regulations. Notwithstanding this, Client may at any time request not to receive such direct marketing materials or messages from EBSI Group if Client so requests in writing to EBSI Group at this address: Data Privacy Officer, China Everbright Securities International Company Limited, 33/F, Everbright Centre, 108 Gloucester Road, Wan Chai, Hong Kong or such other address as EBSI Group may subsequently notify from time to time. Unless and until Client has so requested in writing, Client shall be deemed to be willing to receive any such information.