

Personal Information Collection Statement

This Statement is made by KVB Kunlun (Hong Kong) in accordance with the Personal Data (Privacy) Ordinance of the Hong Kong Special Administrative Region ('the Ordinance'). The Statement is intended to notify customers of why personal data is collected, how it will be used and to whom data access requests are to be addressed.

1. From time to time, it is necessary for customers to supply KVB Kunlun (Hong Kong) with data in connection with the opening or continuation of accounts and the establishment or continuation of trading or credit facilities or provision of financial, securities, commodities, derivatives, investment, financing, insurance, MPF/ORSO, wealth management, investor education and related services, products and facilities.
2. Failure to supply such data may result in KVB Kunlun (Hong Kong) being unable to open or continue accounts or establish or continue trading or credit facilities or provide the services, products or facilities mentioned in clause 1 above.
3. It is also the case that data are collected from customers in the ordinary course of the continuation of the business relationship between customers and KVB Kunlun (Hong Kong). For example, when customers generally communicate verbally or in writing with KVB Kunlun (Hong Kong) by means of documentation or telephone recording system, as the case may be.
4. The purposes for which data relating to customers may be used (whether within or outside Hong Kong) are as follows:
 - (i) the daily operation of the services and credit facilities provided to customers;
 - (ii) conducting credit checks;
 - (iii) assisting other financial institutions to conduct credit checks;
 - (iv) ensuring ongoing credit worthiness of customers;
 - (v) designing the services, products or facilities mentioned in clause 1 above for customers' use;
 - (vi) marketing the services, products and facilities mentioned in clause 1 above (details of the use or provision of personal data by KVB Kunlun (Hong Kong) for direct marketing purposes are set out in clause 6 below);
 - (vii) verifying the data/information provided by any other customer or third party;
 - (viii) determining the amount of indebtedness owed to or by customers;
 - (ix) collection of amounts outstanding from customers and those providing guarantee or security for customers' obligations;
 - (x) complying with the obligations, requirements or arrangements for disclosing and using data that apply to KVB Kunlun (Hong Kong) or any of its branches or that it is expected to comply according to:
 - (i) any law binding or applying to it within or outside Hong Kong existing currently and in the future;
 - (ii) 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;
 - (iii) 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 KVB Kunlun (Hong Kong) 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;
 - (xi) enabling KVB Kunlun (Hong Kong) to comply with any applicable industry practices; and
 - (xii) purposes relating to any of the above.

KVB Kunlun (Hong Kong) may from time to time transfer customers' data outside of Hong Kong for any of the above purposes.

5. Data held by KVB Kunlun (Hong Kong) relating to a customer will be kept confidential but KVB Kunlun (Hong Kong) may provide such data to the following parties (whether within or outside Hong Kong):
 - (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, financial, trade execution, cash, securities and/or contracts clearing or settlement or other services to KVB Kunlun (Hong Kong) in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to KVB Kunlun (Hong Kong) including but not limited to any member of the KVB Kunlun Group which has undertaken to keep such information confidential;
 - (iii) any financial institution or dealer with which the customer has or proposes to have dealings;
 - (iv) any credit reference agency and in the event of default, any debt collection agency;
 - (v) any actual or proposed assignee of KVB Kunlun (Hong Kong) or participant or sub-participant or transferee of KVB Kunlun (Hong Kong)'s rights in respect of the customers;
 - (vi) any person providing or proposing to provide guarantee or security for customers' obligations;
 - (vii) any exchange, entity, agency, regulatory or government body in any jurisdiction if required by law or pursuant to any court orders, rules or regulations to which KVB Kunlun (Hong Kong) is subject. In such cases, KVB Kunlun (Hong Kong) is usually under a duty of secrecy and will not be able to notify a customer or seek his/her consent in relation to such release of information; and
 - (viii) any person to whom KVB Kunlun (Hong Kong) is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to KVB Kunlun (Hong Kong), or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, government, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which KVB Kunlun (Hong Kong) is expected to comply, or any disclosure pursuant to any contractual or other commitment of KVB Kunlun (Hong Kong) 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.

Such data may be transferred to a place outside Hong Kong.

6. USE OF DATA IN DIRECT MARKETING

KVB Kunlun (Hong Kong) may use a customer's personal data in direct marketing and accordingly requires the customer's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the customer's personal data such as the customer's name, telephone number, email address, correspondence address, account number, products and services portfolio information, transaction pattern and behaviour, risk profile, financial background and investment objectives and experience may be used by KVB Kunlun (Hong Kong) in direct marketing;
- (ii) the following classes of services, products, facilities and marketing subjects may be marketed:
 - (1) financial, securities, commodities, derivatives, investment, financing, insurance, MPF/ORSO, wealth management, investor education and related services, products and facilities;
 - (2) reward, loyalty or privileges programmes and related services, products and facilities;
 - (3) services, products and facilities offered by business partners of any member of KVB Kunlun Group providing any of the services, products and facilities referred to in clause 6(ii)(1) above; and
 - (4) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products, facilities and marketing subjects may be provided or (in the case of donations and contributions) solicited by KVB Kunlun (Hong Kong) and/or any of the following persons:
 - (1) any member of the KVB Kunlun Group;
 - (2) third party financial institutions and providers of any of the services, products and facilities referred to in clause 6(ii)(1) above;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) business partners of any member of KVB Kunlun Group providing any of the services, products and facilities referred to in clause 6(ii)(1) above; and
 - (5) charitable or non-profit making organisations;
- (iv) KVB Kunlun (Hong Kong) may, with the customer's written consent (which includes an indication of no objection), also provide the personal data described in clause 6(i) above to any of the persons referred to in clause 6(iii) above for use by any of them in direct marketing of the services, products, facilities and marketing subjects referred to in clause 6(ii) above. KVB Kunlun (Hong Kong) may so provide the personal data to such persons for direct marketing purposes for gain.

If a customer wishes KVB Kunlun (Hong Kong) to cease to use and provide his/her personal data to other persons for use in direct marketing, the customer may exercise his/her opt-out right by notifying KVB Kunlun (Hong Kong) in writing by mailing or faxing the written notification to the postal address or fax number provided in clause 10 below. KVB Kunlun (Hong Kong) shall then cease to use and provide his/her personal data for direct marketing purposes without any charge, and shall notify any person to whom the personal data has been so provided to cease to use the data in direct marketing.

- 7. There may be instances where customers elect to provide personal information to KVB Kunlun (Hong Kong) through electronic means (such as Internet or voice recording system). Whilst KVB Kunlun (Hong Kong) generally uses best endeavors to maintain the security and integrity of its systems, due to many unpredictable traffic or other reasons, electronic communication may not be a reliable medium of communication. Customers should take heed of such weaknesses and communicate personal information through electronic devices with caution.
- 8. Under and in accordance with the terms of the Ordinance, an individual has the right to:
 - (i) check whether KVB Kunlun (Hong Kong) holds data about him/her and the right of access to such data;
 - (ii) require KVB Kunlun (Hong Kong) to correct any data relating to him/her which is inaccurate; and
 - (iii) ascertain KVB Kunlun (Hong Kong)'s policies and practices in relation to data and to be informed of the kind of personal data held by KVB Kunlun (Hong Kong).
- 9. In accordance with the terms of the Ordinance, KVB Kunlun (Hong Kong) has the right to charge a reasonable fee for the processing of any data access request.
- 10. The person to whom requests for ceasing to use personal data in direct marketing, access to data, correction of data or information regarding policies and practices and kinds of data held are to be addressed is as follows:
The Data Protection Officer
KVB Kunlun (Hong Kong)
Suites 7501 & 7508, 75/F, International Commerce Centre
1 Austin Road West, Kowloon, Hong Kong
Tel : (852) 3120 8888
Fax : (852) 3120 8800
- 11. After closure of account/termination of service, KVB Kunlun (Hong Kong) shall continue to hold data relating to the customer(s) for a period of 7 years or such other period as prescribed by applicable laws and regulations.
- 12. Nothing in this statement shall limit the rights of customers under the Personal Data (Privacy) Ordinance.
- 13. This Statement may be revised, amended or supplemented from time to time by KVB Kunlun (Hong Kong). The most up-to-date statement can be found in KVB Kunlun's website at <http://www.kvbkunlun.com> or available from KVB Kunlun (Hong Kong) upon written request.
- 14. In this Statement, all references to "KVB Kunlun (Hong Kong)" refer to KVB Kunlun International (HK) Limited, KVB Kunlun Securities (HK) Limited, KVB Kunlun Asset Management (HK) Limited and KVB Kunlun Trading (Hong Kong) Limited individually or collectively, and all references to "KVB Kunlun Group" refer to KVB Kunlun (Hong Kong) together with their respective holding companies, subsidiary companies, associated companies and affiliated companies collectively or individually. All references to "customers" include prospective and existing customers, visitors to KVB Kunlun's website and individuals who participate in promotion, contest or game.

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