

Personal Information Collection Statement

NOTICE TO DATA SUBJECTS relating to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “**PDPO**”) or the Personal Data Protection Act (No. 26 of 2012) of Singapore (the “**PDPA**”) (as the case may be) (collectively referred as the “**applicable Privacy Legislation**”):

- (a) From time to time, it is necessary for you and various individuals (including your authorized persons, joint owners, beneficial owners, shareholders, directors, officers, managers, employees, settlors, attorneys, beneficiaries, sureties, borrowers, persons providing security or guarantee, and other related, connected or affiliated individuals) (collectively “**Data Subject(s)**”) to supply us with data which may include personal data as defined in the applicable Privacy Legislation (“**Data**”) in connection with the application for accounts, banking services, financial services, brokerage services, banking facilities, security or guarantee of banking facilities, our review, establishment, provision and/or administration of such accounts and services, the opening or continuation of accounts, the establishment or continuation of banking/credit facilities, the provision of banking or advisory or management services, the provision of any services ancillary to the more effective delivery of such services, and the provision of other services agreed from time to time between the Data Subject and us. This Personal Information Collection Statement sets out how we collect, use, maintain, retain and disclose such Data.
- (b) It is obligatory to provide such Data to receive the services and failure to supply such Data may result in us being unable to open or continue accounts or establish or continue services or facilities under the Agreement.
- (c) Data are also collected from Data Subjects in the ordinary course of us providing the banking or advisory or management relationship, for example including Data collected when Data Subjects write cheques, deposit money or provide personal information in connection with their investments, investment objectives or investment accounts.
- (d) **PURPOSE OF COLLECTION:** Data relating to a Data Subject may be collected, used, processed, disclosed, transferred or stored for the following purposes (whether within or outside Hong Kong or Singapore as the case may be):
- (i) to verify the identity and personal background of a relevant individual in respect of the accounts and services provided by us to you;
 - (ii) to establish your financial situation, investment experience and investment objectives and to assess the suitability or appropriateness of a transaction with you or for you;
 - (iii) to review, conduct due diligence and process applications for accounts, services, including evaluating the potential financial needs of a Data Subject, understanding their requirements, analyzing the functions of their business and assessing any financial, insurance or other operational risks;
 - (iv) the daily operation of the accounts, services and facilities provided to Data Subjects;
 - (v) administering accounts, banking or other financial services and facilities;
 - (vi) creating and maintaining our credit scoring models;
 - (vii) conducting credit checks and audits generally (including upon application for an account, service or facility and upon regular or special reviews which normally will take place at least once a year);
 - (viii) assisting other financial institutions or financial intermediaries to conduct credit checks and collect debts;
 - (ix) ensuring the ongoing creditworthiness of Data Subjects;
 - (x) designing services or related products for use by Data Subjects;
 - (xi) marketing services, products and other subjects (please see further details in paragraph (g) (**Use of Data in Direct Marketing**) below);
 - (xii) determining amounts owed to or by Data Subjects;
 - (xiii) recovering debts and enforcing obligations of or owed to Data Subjects including, without limitation, the collection of amounts outstanding from or owed to Data Subjects and from providers of guarantees, security or other credit support for the obligations of or owed to Data Subjects;
 - (xiv) ensuring compliance with the requirements of any law or regulation (including those concerning automatic exchange of financial account information) of Hong Kong, Singapore or elsewhere existing currently or in the future binding on or applying to us, any person connected with us, any of our offices, units or branches

or any group member of ours (whether in Hong Kong, Singapore or elsewhere) (collectively “**BMO Group Members**”) or under and for the purposes of any application, direction, request, requirement, guideline or other similar document (whether or not having the force of law) issued by any competent governmental, regulatory or other authority of Hong Kong, Singapore or elsewhere with which we or any other BMO Group Member are expected to comply either currently or in the future and reporting any suspected breaches of such requirements to the relevant authority;

- (xv) enabling us to comply with obligations, commitments, guidelines or arrangements required of or undertaken by us existing currently or in the future with, local or foreign bodies and authorities, whether legal, regulatory, governmental, tax, law enforcement, self-regulatory, industry or others, including but not limited to obligations or arrangements relating to information sharing and exchange for tax purposes (including guidelines or guidance given or issued by the Hong Kong Inland Revenue Department, Inland Revenue Authority of Singapore or similar body including those concerning automatic exchange of financial account information), compliance with reporting requirements, sanctions, or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (xvi) in connection with any legal proceedings (including prospective legal proceedings) and for obtaining legal advice or for establishing, exercising or defending legal rights;
 - (xvii) enabling an actual or proposed assignee, transferee or successor of ours or of all or part of our business, assets and/or shares or an actual or proposed participant or sub-participant of our rights in respect of the Data Subject, to evaluate the transaction intended to be the subject of the assignment, transfer, succession, participation or sub-participation;
 - (xviii) to perform such function as may be deemed necessary by BMO as part of its enterprise function, which may include but shall not be limited to the centralization and/or outsourcing of functions outside of Hong Kong or Singapore (as the case may be) to one or more of BMO Group Members operations, technology support, compliance support, audit, bank administration or corporate functional support provided to us; and
 - (xix) other purposes directly or indirectly relating to any of the above.
- (e) **CLASSES OF TRANSFEREES:** Data held by us relating to a Data Subject will be kept confidential but we may provide such information to the following parties (whether within or outside Hong Kong or Singapore) for the purposes set out in paragraph (d) (**Purpose of Collection**):
- (i) any actual or proposed agent, contractor, third party

service provider or delegate, whether located in or outside of Hong Kong or Singapore, who provides administrative, transaction processing, transaction reporting, telecommunications, computer, financial intermediary, payment, debt collection, securities execution, securities clearing, custody or other services to us in connection with the operation of our or any of our BMO Group Members’ business (including their employees, directors and officers);

- (ii) BMO Trustee Asia Limited and BMO Corporate Services Asia Limited (and their respective actual or proposed assignee, transferee, or successor, if any);
- (iii) any financial, tax, legal or other professional advisor to the Data Subject or to us or any of our BMO Group Members;
- (iv) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- (v) credit reference agencies and, in the event of default, to debt collection agencies;
- (vi) any financial institution or financial intermediary with which the Data Subject has or proposes to have dealings;
- (vii) external service providers;
- (viii) any actual or proposed assignee, transferee or successor of ours or of all or part of our business, assets and/or shares or any actual or proposed participant or sub-participant of our rights in respect of the Data Subject;
- (ix) any actual or proposed assignee, transferee or successor of ours or of all or part of our business, assets and/or shares or any actual or proposed participant or sub-participant of our rights in respect of the Data Subject;
- (x) legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which we or any of our BMO Group Members are expected to comply, or any disclosure pursuant to any contractual or other commitment of ours or any of our BMO Group Members 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 or Singapore and may be existing currently and in the future;
- (xi) our employees, directors, officers or other personnel or that of any other BMO Group Member;
- (xii) any other person under a duty of confidentiality to us or a BMO Group Member which have undertaken to keep such Data confidential;
- (xiii) any person to whom we, any of our BMO Group Members

or any person to whom your Data is disclosed is under an obligation to make disclosure under the requirements of any law or regulation of Hong Kong, Singapore or elsewhere binding on or applying to us, any of our BMO Group Members or such other person to whom Data has been disclosed or under and for the purposes of any application, direction, request, requirement, guideline or other similar document (whether or not having the force of law) issued by any competent regulatory or other authorities of Hong Kong, Singapore or elsewhere with which we or any other BMO Group Members are expected to comply.

- (f) In connection with paragraph (e)(v) (**Classes of Transferees**) above and with respect to Data which may be collected or held by us in connection with mortgages applied for by or held by a Data Subject (whether as a borrower, mortgagor or guarantor and whether in the Data Subject's sole name or in joint names with others) (and in Hong Kong commencing on or after 1 April 2011), the following Data relating to the Data Subject (including any updated Data of any of the following Data from time to time) may be provided by us, on our own behalf and/or as agent, to a credit reference agency or credit bureau:
- (i) full name;
 - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the Data Subject's sole name or in joint names with others);
 - (iii) Hong Kong or Singapore identity card number (or such other applicable identification document) or travel document number or certificate of incorporation number;
 - (iv) date of birth or date of incorporation;
 - (v) correspondence address;
 - (vi) mortgage account number in respect of each mortgage;
 - (vii) type of facility in respect of each mortgage;
 - (viii) mortgage account status in respect of each mortgage (for example, active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
 - (ix) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency or credit bureau will use the above Data supplied by us for the purposes of compiling a count of the number of mortgages from time to time held by the Data Subject with credit providers in Hong Kong or Singapore (as the case may be), as borrower, mortgagor or guarantor respectively and whether in the Data Subject's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the PDPO or any similar guidelines or code issued under the PDPA).

In connection with paragraphs (e)(v) (**Classes of Transferees**) and (f) above and before the right referred to in paragraph (g) (v) (**Use of Data in Direct Marketing**) below may be exercised, (I) in the event of any default in payment, unless the amount in default is fully repaid or written off (otherwise than due to a bankruptcy order) before the expiry of sixty (60) days as measured by us from the date such default occurred, the Data Subject is liable to have his account repayment data retained by the credit reference agency at least until the expiry of five (5) years from the date of final settlement of the amount in default and (II) in the event of any amount being written off due to a bankruptcy order being made against the Data Subject, the Data Subject is liable to have his account repayment data retained by the credit reference agency, regardless of whether the account repayment data reveal any material default, until the expiry of five (5) years from the date of final settlement of the amount in default or the expiry of five (5) years from the date of discharge from a bankruptcy as notified by the Data Subject with evidence to the credit reference agency, whichever is earlier. Account repayment data include amount last due, amount of payment made during the last reporting period, 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 material default (if any)). Material default is a default in payment for a period in excess of sixty (60) days.

- (g) **USE OF DATA IN DIRECT MARKETING:** Direct marketing means the offering and/or advertising of the availability of financial Services or related products provided under the Agreement by means of: (i) information sent to any person by mail, facsimile transmission, electronic mail, text message or other similar means of communication, where the information is addressed to a specific person or specific persons by name; or (ii) telephone calls made to specific persons.

We intend to use the Data Subject's Data in direct marketing and we require 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, residence, nationality and age of the Data Subject held by us from time to time may be used by us in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
 - (a) financial, banking, insurance, brokerage, valuation, advisory, investment, securities, investment, fiduciary, trust services, commodities, credit card and related services, products and facilities;
 - (b) reward, loyalty, co-branding or privileges programmes and related services, products and facilities;
 - (c) services and products offered by our co-branding partners (the names of such co-branding partners

will be provided in the application form(s) for the relevant services and products, as the case may be); and

- (d) 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 us and/or:
 - (a) any of the BMO Group Members (including BMO Trustee Asia Limited);
 - (b) third party financial institutions, insurers, trustees, credit card companies, securities, commodities, investment, tax, valuation or legal services providers;
 - (c) third party reward, loyalty, co-branding or privileges programme providers;
 - (d) co-branding partners of ours and any BMO Group Members (the names of such co-branding partners will be provided in the application form(s) for the relevant services and products, as the case may be); and
 - (e) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, we also intend to provide the Data described in paragraph (g)(i) (*Use of Data in Direct Marketing*) above to all or any of the persons described in paragraph (g)(iii) (*Use of Data in Direct Marketing*) above for use by them in marketing those services, products and subjects, and we require the Data Subject's written consent (which includes an indication of no objection) for that purpose;
- (v) we may receive money or other property in return for providing the Data to the other persons in accordance with paragraph (g)(iv) (*Use of Data in Direct Marketing*) above and, when requesting the Data Subject's consent or no objection as described in paragraph (g)(iv) (*Use of Data in Direct Marketing*) above, we will inform the Data Subject if we will receive any money or other property in return for providing the Data to the other persons.

If a Data Subject does not wish us to use or provide to other persons its data for use in direct marketing as described above, the Data Subject may exercise its opt-out right by notifying us.

- (h) **PERSONAL DATA ACCESS REQUESTS:** Under and in accordance with the terms of the PDPO (and the Code of Practice on Consumer Credit Data approved and issued under the PDPO) and the PDPA (as the case may be), any individual has the right to:
 - (i) check whether we hold Data about him or her and of access to such Data;

- (ii) require that we correct any Data relating to him or her which is inaccurate;
- (iii) ascertain our policies and practices in relation to Data and to be informed of the kind of Data held by us;
- (iv) in relation to consumer credit, request to be informed which items of Data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information so as to enable the Data Subject to make an access and correction request to the relevant credit reference agency or debt collection agency;
- (v) in relation to consumer credit data which has been provided by us to a credit reference agency, to instruct us upon termination of an account by full repayment to make a request to the credit reference agency to delete such data from its database, as long as the account at no time has had a default of payment lasting in excess of sixty (60) days within five (5) years immediately before account termination. In the event that the default in payment lasted in excess of sixty (60) days, the credit reference agency may retain such Data until the expiry of five (5) years from the date of final settlement of the amount in default. In the event that any amount of the Account has been written off due to a bankruptcy order being made against the individual, the Data may be retained by the credit reference agency until the expiry of five (5) years from the date of final settlement of the amount in default or five (5) years from the date of discharge from a bankruptcy as notified to the credit reference agency with evidence, whichever is earlier; and
- (vi) the right to obtain a copy of the Data.
- (i) In accordance with the PDPO or PDPA (as the case may be), we are entitled to charge a reasonable fee for the processing of any request for access to Data.
- (j) Requests for access to, or correction of, Data or for information regarding policies and practices and kinds of Data held should be sent in writing to:

The Data Protection Officer
 BMO Private Bank
 36th Floor
 One Exchange Square, Central
 Hong Kong
 Telephone: 3716 0888
 Fax: 2877 5057

The Data Protection Officer
 BMO Private Bank
 12 Marina Boulevard,
 #18-01
 Marina Bay Financial Centre Tower 3
 Singapore 018982
 Telephone: (65) 6535 2323
 Fax: (65) 6532 5129

E-Mail: pb.enquiry.sg@bmo.com

- (k) **GENERAL:** We may from time to time access the personal and account information or records of a Data Subject and any of its credit support providers held by a credit reference agency for the purpose of reviewing any of the following matters in relation to our existing credit facilities granted to a Data Subject or a third party for whose obligations the Data Subject acts as credit support provider:
- (i) an increase in the credit amount;
 - (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); and/or
 - (iii) the putting into place or implementation of a scheme of arrangement with the Data Subject or the third party.
- (l) We may have obtained a credit report on the Data Subject from a credit reference agency in considering any application for credit. In the event the Data Subject wishes to access the credit report, we will advise the contact details of the relevant credit reference agency upon written request from the Data Subject.
- (m) Data of a Data Subject may be collected, used, processed, stored, disclosed or transferred in and to any country or territory as we or any person who has obtained such Data from us (as referred to in paragraph (e) (*Classes of Transferees*) above) considers appropriate. Such Data may also be disclosed in accordance with the local practices and the laws or regulations in such country or territory (including for example, Hong Kong, Singapore, Canada and/or other jurisdictions as notified to you from time to time), where there may not be data protection laws which are substantially similar to or serve the same purposes as the PDPO or PDPA (as the case may be). If the PDPP applies to your Data, you acknowledge that this means that such Data may not be protected to the same or similar level as in Hong Kong. Unless written notice to the contrary is provided to us, a Data Subject will be deemed to have acknowledged and consented to the collection, use, processing, storage, disclosure or transfer as described in this paragraph (m) and in paragraphs (d) (*Purpose of Collection*), (e) (*Classes of Transferees*) and (f) above.
- (n) Without the consent described in paragraph (m) above, we may be unable to open or continue accounts or establish or continue services or facilities.
- (o) The contents of this Notice shall apply to all Data Subjects and form part of any contract for services that the Data Subjects have or may enter into with us from time to time. If there is any inconsistency or discrepancy between this Notice and the relevant contract, this Notice shall prevail insofar as it relates to the protection of the Data Subjects' Data.
- (p) Nothing in this Notice shall limit the rights of Data Subjects under the PDPO or PDPA (as the case may be).
- (q) (For Singapore Accounts): This Notice is not, and shall not be deemed to constitute, an express or implied agreement by BMO with the Customer for a higher degree of confidentiality than that prescribed in section 47 of the Second Schedule to and the Third Schedule to the Banking Act, Chapter 19 of Singapore (where applicable). The rights conferred on BMO in this Notice shall be in addition to and shall not be in any way prejudiced or affected by any other agreement, expressed or implied, between BMO and the Customer in relation to any information nor shall any such other agreement be in any way prejudiced or affected by this Notice.