

Dear Valued Client

**Circular to Customers relating to Data
Protection Policy ("Circular")**

Nothing in this Circular shall limit the rights of relevant/associated individuals of our individual and corporate customers (including without limitation persons providing security for banking/credit/hire purchase/leasing facilities, shareholders, directors or other officers of corporate customers or applicants of banking/credit/hire purchase/leasing services) under the Personal Data (Privacy) Ordinance (the "Ordinance"). Particularly, Mizuho Bank Ltd, Hong Kong Branch (the "Bank") may not use the data of our individual customers and relevant/associated individuals of our corporate customers for direct marketing unless the Bank has received the concerned party's written consent.

To the maximum extent permitted by applicable law, this Circular shall be binding on you without any further action or consent from you upon the earliest to occur of any of the following events:

- (i) you expressly indicate to us (whether verbally or in writing) your agreement to this Circular;**
- (ii) the expiry of 30 days after the date on which this Circular is given to you ("Notice Period"); and**
- (iii) you continue to use of any of the Bank's services after your receipt of this Circular, unless you notify us in writing of your objection to this Circular prior to the expiry of the Notice Period. This is without prejudice to the requirement to obtain the prescribed consent of a data subject to use of their personal data in direct marketing or for a matching procedure under the Ordinance. You further agree to ensure that all individuals (including persons providing security for banking/credit/hire purchase/leasing facilities, shareholders, directors or other officers of corporate customers (including shareholders, directors or other officers of entities to which you are connected for the purpose of our Bank's statutory obligations under paragraph (d)(x) hereof) or applicants of banking/credit/hire purchase/leasing services, individual agents, staff members) who, in the course of your dealings with the Bank, are or may be obliged to provide their personal data to the Bank have read and understood this Circular.**

[Data Collection]

(a) From time to time, it is necessary for customers or other individuals (including without limitation persons providing security for banking/credit/hire purchase/leasing facilities, shareholders, directors or other officers of corporate customers or applicants of banking/credit/hire purchase/leasing services) (collectively the "data subjects") to supply the Bank with data or other information (including, without limitation, data and/or information other than personal data) (hereafter collectively referred to as "data") accurately in connection with, among other things, the opening or continuation of accounts and the establishment or continuation of banking/credit/hire purchase/leasing facilities or other services provided by the Bank or provision of banking/credit/hire purchase/leasing services or compliance with any laws or guidelines issued by regulatory or other authorities.

(b) The provision of data by data subjects is mandatory. Failure to supply such data may result in the Bank being unable to:

- (i) open or continue accounts;

- (ii) establish or, continue banking/credit/hire purchase/leasing facilities or other services provided by the Bank or provide banking/credit/hire purchase/leasing services; or
- (iii) comply with any laws or guidelines issued by regulatory or other authorities.

(c) It is also the case that data are collected from (i) data subjects in the ordinary course of the continuation of the banking relationship, for example, when data subjects write cheques, deposit money, apply for credit or give instructions, (ii) any person acting on behalf of the data subjects, and (iii) other sources (for example, information obtained from credit reference agencies). Data may be generated or combined with other information available to the Bank.

[Purpose]

(d) The purposes for which data relating to a data subject may be used will vary depending on the nature of the data subject's relationship with the Bank and may include: -

- (i) processing the application for and daily operation of products and banking services and credit/hire purchase/leasing facilities all other incidental and associated purposes relating to the foregoing;
- (ii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
- (iii) creating and maintaining the Bank's credit scoring models;
- (iv) assisting other financial institutions to conduct credit checks and collect debts;
- (v) ensuring ongoing credit worthiness of data subjects;
- (vi) designing financial services or related products for data subjects' use;
- (vii) marketing services, products and other subjects (please see further details in paragraphs below);

The Bank intends to use a corporate customer data subject's data in cross-marketing and direct marketing and the Bank requires the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

(i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a data subject held by the Bank from time to time may be used by the Bank in direct marketing and cross-marketing;

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

- (1) financial, insurance, banking and related services and products;
- (2) reward, loyalty or privileges programmes and related services and products;

(3) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and

(4) donation and contributions for charitable and/or non-profit making purposes;

(iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank, MHFG group companies and/or third party financial service providers;

(iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (vii)(i) above to all or any of the persons described in paragraph (vii)(iii) above for use by them in marketing those services, products and subjects;

(v) the Bank may receive money or other property in return for providing the data to the other persons in paragraph (vii)(iv) above and, when requesting the data subject's consent or no objection as described in paragraph (vii) above, the Bank will inform the data subject if it will receive any money or other property in return for providing the data to the MHFG group companies or other financial service providers.

For the avoidance of doubt and notwithstanding the definition of "data subject" given in paragraph (a) above, no personal data of individual data subjects ("personal data" and "data subject" both as defined by the Ordinance) will be used for cross-marketing and direct marketing for products or services that are designed for individual customers without prior written consent, which shall be obtained separately.

- (viii) determining amounts of indebtedness owed to or by data subjects;
- (ix) the enforcement of data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security for data subjects' obligations;
- (x) complying with the obligations, requirements or arrangements, whether compulsory or voluntary, for disclosing and using data that apply to the Bank or any of its branches or any member of the group of the Bank that it is expected to comply according to:
 - (1) laws, regulations, legal requirements, judgments, Court orders, statutory codes, sanctions regime, or mandatory requests of regulators or other competent government authorities having jurisdiction over the Bank or its branch(es) in the Hong Kong Special Administrative Region ("Hong Kong") or other countries or its parent company in Japan, or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or its branch(es) in Hong Kong or other countries are expected to comply;
 - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers ("Authorities")

and international guidance, internal policies or procedures with which the Bank or its branch(es) in Hong Kong or other countries are expected to comply;

- (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any of its branches 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;
 - (4) any agreement or treaty between Authorities.
-
- (xi) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data within the group of the Bank and/or any other use of data in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (xii) meeting any obligations of the Bank or any of its branches or any member of the group of the Bank to comply with any demand or request from the Authorities;
 - (xiii) enabling an actual or proposed assignee of the Bank (including without limitation any person with whom it is proposed the Bank will merge or to whom the Bank proposes to dispose of all or any part of its business), or participant or sub-participant of the Bank's rights in respect of the data subject to evaluate the transaction intended to the subject of the assignment, merger, disposal, participation or sub-participation;
 - (xiv) complying with the obligations of the Bank and those of any subsidiary or affiliate of the Bank under: (1) any local or foreign law, ordinance, regulation, demand, guidance, guidelines, rules, codes of practice, whether or not relating to an intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions; and (2) any agreement between the Bank (or that of any other member of the Group, as the case may be) and any government or taxation authority in any jurisdiction;
 - (xv) managing and centralizing the data collected and analysis of such data etc., from the viewpoint of strengthening the management of risk and business administration effectively;
 - (xvi) conducting analysis of data subject's transactions and activities with the Bank for further development of business relationship which includes introduction of further products or services by the Bank or any party which the Bank deems appropriate;
 - (xvii) backing up automatically within MHFG group companies (as defined below) in prevention of loss of data; and

(xviii) other purposes relating thereto.

The Bank may carry out “matching procedures” (as such expression is defined in the Ordinance in respect of all or any of such purposes).

[Retention]

- (e) Data will be managed for a prescribed retention period upon implementation of appropriate security measures at each management phase (acquisition/ input, use/ processing, retention/ storage, transfer/ transmission, elimination/ disposal) according to the importance of the information, type of storage media on which the information is recorded, etc. and will be erased after the retention period unless erasure is prohibited by law or is not in the public interest.

[Permitted Disclosure]

- (f) Data held by the Bank relating to a data subject will be kept confidential by the Bank but the Bank may provide (and, to the extent that the recipient of this Circular is a data subject, the data subjects hereby acknowledges and authorises the Bank to provide) such data to the following parties (whether located within or outside Hong Kong and such that the information may be transferred within Hong Kong or to a place outside Hong Kong, including but not limited to India, which may not have in place data protection laws which are substantially similar to, or serve the same purpose as the Ordinance, and the data may not be protected to the same or similar level in Hong Kong) for the purposes set out in paragraph (d) above: -
- (i) any agent, contractor, sub-contractor or third party service provider (e.g. cloud service provider) who provides administrative, telecommunications, computer, payment or securities clearing, transactions and activities analysis or other services to the Bank in connection with the operation of its business (including their employees, directors and officers);
 - (ii) any other person under a duty of confidentiality to the Bank;
 - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (iv) credit reference agencies (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;
 - (v) any person to whom the Bank or any of its branches is under an obligation or otherwise required to make disclosure for the purposes set out in, or in connection with, paragraph (d);
 - (vi) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the data subject, who may obtain such data directly from the Bank or via the Bank's agent;

- (vii) any other person with whom the Bank proposes to merge or to which the Bank proposes to dispose of all or any part of its business;
- (viii) External service providers (including but not limited to data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph (d)(vii) above.
- (ix) (1) Mizuho Financial Group, Inc. and any of its subsidiaries and affiliates (the “**MHFG group companies**”), including any entity that may from time to time be established or acquired to be included in such group (including, but not limited to, such entities as specified in the company’s webpage*). [*https://www.mizuhogroup.com/who-we-are/group/outline](https://www.mizuhogroup.com/who-we-are/group/outline);

(2) third party financial institutions, insurers, securities and investment services providers; and

(3) external service providers that the Bank engages for the purposes set out in paragraph (d) above;
- (x) any national, state, or local government, any political subdivision thereof, any agency, authority, instrumentality, whether judicial or administrative, regulatory or self-regulatory organization, law enforcement body, court, central bank or tax or revenue authority in any jurisdiction whether within or outside of Hong Kong or Japan; and
- (xi) the head office of the Bank or any of its branches, offices, subsidiaries or affiliates whether within or outside of Hong Kong or Japan.

Please note that since some of the above recipients carry out operations on behalf of the Bank to such extent that it may not be possible to set aside your information from the batch of information transferred to the recipients, your objection to such use of your data may disable the Bank from continuing to provide services to you.

[Opt Out]

- (g) If you do not wish the Bank to use or provide to other persons your data for use in direct marketing and cross-marketing as described above, you may exercise your opt-out right by notifying our relationship manager with whom you usually communicate or our Data Protection Officer with address mentioned in paragraph (m) below.

Execution of your opt-out right supersedes your previous consent given to our Bank for purposes of:

1. using your data in direct marketing and cross-marketing;
2. transferring your data to any other person for use in direct marketing and cross-marketing; and

3. notifying the transferee(s) to whom the organization has transferred your data to stop using such data in direct marketing and cross-marketing.

With regard to reasons indicated in paragraph (b) above, your execution or previous execution of opt-out right will not supersede your consent to our Bank using or transferring your data for the purposes listed out in paragraphs (a) & (d) above.

[Transferring Method]

- (h) Data will be transferred by hand, mail, FAX, e-mail, or other means securely. Appropriate transfer methods will be selected considering factors such as the importance of the information and the type of storage media on which the information is recorded, after confirming the appropriateness of the recipient, the content of the information to be provided, the method of provision, purpose of use, etc.

[Customer's Right]

- (i) Under and in accordance with the terms of the Ordinance, any data subject has the right: -
 - (i) to check whether the Bank holds data about him and of access to such data;
 - (ii) to require the Bank to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of data held by the Bank;
 - (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
 - (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to the credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).

[Customer's Default, etc.]

- (j) In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a winding-up order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (i)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
- (k) In the event any amount in an account is written-off due to a winding-up order being made against a data subject, the account repayment data (as defined in paragraph (i)(v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a winding-up as notified by the data subject with evidence to the credit reference agency, whichever is earlier.

[General Provisions]

- (l) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (m) The person to whom requests for access to data or correction of data or for information and any inquiry regarding policies and practices and kinds of data held are to be addressed is as follows: -

The Data Protection Officer

Mizuho Bank, Ltd., Hong Kong Branch

12/F, K11 Atelier,

18 Salisbury Road, Tsim Sha Tsui, Kowloon, Hong Kong

Telephone: (852) 2306 5000

Fax: (852) 2845 9187

- (n) The Bank 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, the Bank will advise the contact details of the relevant credit reference agency.
- (o) Nothing in this Circular shall limit the rights of the data subject under the Ordinance. This Circular is general in nature and shall be subordinated to particular information sharing clause contained in any agreement, notice, letter or any other document. In cases where there are other prevailing agreements (confidentiality agreements, etc.), regarding the treatment of non-



public information or other information, information will be handled according to such other agreements.

This letter is computer-generated no signature is required.

Mizuho Bank, Ltd.

(Incorporated in Japan with Limited Liability)

Hong Kong Branch