



## HONG KONG LOCAL ADDENDUM

This document comprises a 'Local Addendum' as referred to and defined in the Regional Premier Banking Programme Terms and Conditions (the "**Terms**"). It contains jurisdiction-specific terms and conditions on which the Bank allows the Customer to participate in the Programme in Hong Kong SAR.

Unless otherwise defined in this Local Addendum, capitalised terms used in this Local Addendum shall have the meanings given to them in the Terms.

This Local Addendum supplements the Terms. Any conflict or inconsistency between this Local Addendum and the Terms shall be resolved by reference to Clause 10.4 of the Terms.

### 1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Local Addendum, the following terms and expressions shall have the following meanings:

**OCBC HK Account Terms** means the OCBC Bank (Hong Kong) Limited Terms and Conditions for all Accounts and Related Services available at [https://www.ocbc.com.hk/webpages/en-us/doc/download\\_form/pdf/FF55.pdf](https://www.ocbc.com.hk/webpages/en-us/doc/download_form/pdf/FF55.pdf) or via such other means as the Bank may designate, and as may be amended from time to time.

**Personal Data** means any information that:

- (a) relates directly or indirectly to a living individual;
- (b) from which it is practicable for the identity of the individual to be directly or indirectly ascertained; and
- (c) is in a form in which access to or processing is practicable.

1.2 Unless the context otherwise requires, in this Local Addendum, any references to clauses are, unless otherwise provided, references to clauses of this Local Addendum.

### 2. **GENERAL**

#### *Disclosure of Information*

2.1 The Customer agrees to Clause 3.16 (*Disclosure of Information*) and paragraph 6 (*Disclosure of Information*) of Schedule II (*eBanking Services*) of the OCBC HK Account Terms and to comply with the same at all times.

2.2 The Bank shall not be responsible or liable for any loss, damage, liability, expense or other consequence suffered or incurred by the Customer in connection with the transfer, disclosure, divulging, revealing, storage, and/or processing of any Personal Data concerning the Customer, unless (a) any such Personal Data is directly transferred by the Bank to a third-party service provider in connection with the provision of the Programme or any Account or Product to the Customer and (b) any such loss, damage, liability, expense or other consequence is directly caused by the Bank's failure to satisfy itself that such Personal Data will be treated as confidential and adequately safeguarded by such service provider or to adopt contractual or other means to prevent any information transferred to such service provider from being the



subject of unauthorised or accidental access, processing, use, erasure or loss or kept longer than is necessary.

*Foreign Law Requirement*

- 2.3 The Customer agrees to comply with and adhere to Schedule VI (Foreign Law Requirement) of the OCBC HK Account Terms at all times.

*Third Party Rights*

- 2.4 Nothing in this Agreement is intended to grant to any third party any right to enforce any term of this Agreement or to confer on any third party any benefits under this Agreement for the purposes of the Contracts (Rights of Third Parties) Ordinance and any re-enactment thereof, the application of which legislation is hereby expressly excluded.

*Governing law and jurisdiction*

- 2.5 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong SAR and the Customer hereby irrevocably submits to the non-exclusive jurisdiction of the Hong Kong SAR courts. Nothing shall limit the right of the Bank to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.