ORIX Asia Limited ("ORIX")

CIRCULAR TO CUSTOMERS AND PERSONS ACTING AS GUARANTORS RELATING TO THE PERSONAL DATA (PRIVACY) ORDINANCE (THE "ORDINANCE")

(a) ***Collection of Personal Data***: From time to time, it is necessary for customers (which term shall include their employees) (collectively, "Customers") or persons providing security to a credit / hire purchase/ leasing facility ("Guarantors") to supply ORIX with personal data in connection with the opening or continuation of accounts and the establishment or continuation of credit/ hire purchase/ leasing facilities or provision of financial and other services. It is also the case that personal data are collected from Customers in the ordinary course of the continuation of their financial relationship with ORIX, for example, when Customers write cheques or deposit money.

(b) ***Failure to Supply***: Failure to supply such personal data may result in ORIX being unable to open or continue account or establish or continue credit/ hire purchase/ leasing facilities or provide financial services.

(c) ***Purpose of Collection:*** The purposes for which personal data and account data (generated By ORIX in the course of operating the Customer's and / or a borrower's account and as such expression is defined in the Code of Practice on Consumer Credit Data issued by the Office of the Privacy Commissioner for Personal Data) (collectively, "Data") relating to a Customer or a Guarantor may be used are as follows :-

(i) the daily operation of credit / hire purchase/ leasing facilities and financial and other services provided to the Customer or the borrower (as the case may be);
(ii) conducting credit checks;
(iii) assisting other financial institutions to conduct credit checks;
(iv) ensuring ongoing credit worthiness of the Customer and / or the Guarantor;
(v) designing financial services or related products for the Customer's use;
(vi) marketing financial services or related products;
(vii) sales and marketing of goods and services;
(viii) determining the amount of indebtedness owed to or by the Customer;
(ix) collection of amounts outstanding from the Customer and / or the Guarantor;
(x) meeting the requirements to make disclosure under the requirements of any law binding on ORIX and its related/associated companies;
(xi) enabling actual or proposed assignee of ORIX (including without limitation any person with whom it is proposed ORIX will merge or to whom ORIX proposes to dispose of all or any part of its business) or participant or sub-participant of ORIX's rights in respect of the Customer and / or the Guarantor to evaluate the transaction intended to be the subject of the assignment, merger, disposal, participation or sub-participation;
(xii) the processing of applications for banking, credit and other services and facilities; and
(xiii) purposes relating thereto

and ORIX may carry out "matching procedures" (as such expression is defined in the Ordinance) in respect of all or any of such purposes.

(d) ***Class of Possible Transferees:*** Data held by ORIX relating to the Customer or the Guarantor will be kept confidential but ORIX may provide such information to the following parties (whether within or outside the Hong Kong Special Administrative Region) for the purposes sets out in paragraph (c) above:-

(i) any person when ORIX is compelled to make disclosure under the requirements of any law binding on it or any of its branches, including, without limitation, tax or police authorities;
(ii) any person with the express or implied consent of the Customer and / or the Guarantor;
(iii) any person where the interests of ORIX require disclosure;
(iv) any person where the public interest requires disclosure;
(v) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, debt collection or securities clearing or other services to ORIX in connection with the operation of its business;
(vi) any other related/associated company of ORIX;
(vii) any other person under a duty of confidentiality to ORIX including a group company of ORIX which has undertaken to keep such information confidential;
(viii) any financial institution with which the Customer has or proposes to have dealings;
(ix) any actual or proposed assignee of ORIX of participant or sub-participant or transferee of ORIX's rights in respect of the Customer and / or the Guarantor including, without limitation, to The Hong Kong Mortgage Corporation Limited ("HKMC") or such other person as may be required or necessary pursuant to contractual arrangements with HKMC in respect of the sale of mortgages or other security by ORIX;
(x) banks of drawers of cheques made payable to the Customer, for the purpose of confirming to such drawers that payment to the Customer under such cheques has been made;
(xi) credit reference agencies, and in the event of default, to debt collection agencies;
(xii) any other person or entity (including its associated companies or affiliates) who has established or proposes to establish any business relationship with ORIX or recipient of the data; and
(xiii) any other person with whom ORIX proposes to merge or to which ORIX proposes to dispose of all or any part of its business.

(e) ***Default in Repayment:*** Please note that in the event of default in repayment of any consumer credit / hire purchase/ lease facility, unless the amount in default is fully paid before the expiry of 60 days from the date which such default occurred, the Customer and / or the Guarantor shall be liable to have his account data retained by the credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default.

(f) ***Termination of Account by Full Repayment***: Where consumer credit is applied for (excluding residential mortgage loan), upon termination of the account by full repayment by the Customer and / or the borrower and / or the Guarantor and on condition that there has not been, within 5 years immediately before account termination, any material default (namely, a default in payment for a period in excess of 60 days) on the account, the Customer and / or Guarantor will have the right to instruct ORIX to make a request to the credit reference agency to delete from its database any account data relating to the terminated account.

(g) ***Access to a credit report for considering credit application:*** ORIX may obtain a credit report on a Customer or a Guarantor from a credit reference agency in considering any application for credit. If the Customer or the Guarantor wishes to access the credit report, ORIX will advise the contact details of the relevant credit reference agency.

(h) ***Access to consumer credit data for purposes of review:*** Furthermore, for the purpose of the review of existing consumer credit facilities ORIX may from time to time access the consumer credit data of a Customer and/or Guarantor held with a credit reference agency so as to facilitate ORIX's consideration of all or any one or more of the matters specified below:

(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
(iii) the putting in place or the implementation of a scheme of arrangement with the Customer.

(i) ***Right of Access and Correction***: Under and in accordance with the terms of the Ordinance any individual :-

(i) has the right to check whether ORIX holds data about him/her and the right of access to such data;
(ii) has the right to require ORIX to correct any data relating to him/her which are inaccurate;
(iii) has the right to ascertain ORIX's policies and practices in relation to data and to be informed of the kind of personal data held by ORIX; and
(iv) in relation to consumer credit, to 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 to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency.

In accordance with the terms of the Ordinance, ORIX has the right to charge a reasonable fee for the processing of any data access request.

(j) ***Data Protection Officer***: The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed as follows :-

The Data Protection Officer
ORIX Asia Limited
30th Floor, United Centre
95 Queensway
Hong Kong
Telephone : 28629268
Fax : 25279688

(k) Nothing in this Circular shall limit the rights of customers under the Personal Data (Privacy) Ordinance.

If there is any inconsistency or conflicts between English and Chinese version, the English version will prevail.

December 2007

歐力士(亞洲)有限公司（“歐力士”）
關於個人資料（私隱）條例（“條例”）致客戶及以擔保人身份行事的人的通告

(a) ***收集個人資料：*** 客戶（此詞語包括客戶的僱員，合稱“客戶”）或爲信貸／租購／租賃便利提供保證的人（“擔保人”）在申請（開立或延續戶口及）建立或延續信貸、租購或租賃便利或要求歐力士提供財務及其他服務時，需要不時向歐力士提供相關的個人資料，而在延續客戶與歐力士的財務關係的正常過程中，例如在客戶簽發支票或在客戶存款時，亦會向客戶收集個人資料。

(b) ***未提供個人資料：*** 若未能向歐力士提供相關的個人資料，可能導致歐力士無法（開立或延續戶口或）建立或延續信貸、租購或租賃便利或提供財務服務。

(c) ***收集的目的：*** 與客戶或擔保人相關的個人資料及賬戶資料（賬戶資料由歐力士在操作客戶及／或借款人的賬戶時產生，而此詞語在個人資料私隱專員公署發出的《個人信貸資料實務守則》已予以定義）（合稱“有關資料”）將可以用於下列用途：-

(i) 提供信貸、租購或租賃便利及財務及其他服務等給客戶或借款人（視屬何情況而定）之日常運作；
(ii) 作信貸檢查；
(iii) 協助其他財務機構作信貸檢查；
(iv) 確保客戶及／或擔保人的信用維持良好；
(v) 爲客戶設計財務或相關產品；
(vi) 市場推廣財務服務或相關產品；
(vii) 銷售及市場推廣商品及服務；
(viii) 確定歐力士對客戶或客戶對歐力士的債務；
(ix) 向客戶及／或擔保人追收欠款；
(x) 根據歐力士及其相連公司或相關公司須遵守的條例要求作出披露；
(xi) 使歐力士的實在或建議承讓人（包括但不限於獲提議歐力士將與之合併的或者歐力士提議將其業務的全部或任何部分向其出售的任何人士)，或歐力士持客戶及／或擔保人的權利的參與人或附屬參與人評核意圖成爲轉讓、合併、處置、參與或附屬參與的交易；
(xii) 處理銀行、信貸或其它服務及便利的申請；及
(xiii) 與上述相關的用途

而關於上述事物上，歐力士可以使用條例所述的“核對程序”（此詞語在條例中已予以定義）。

(d) ***可能獲得被收集資料的各類人士：*** 歐力士會把客戶或擔保人的資料保密，但歐力士可以把相關資料提供給下述各方面(不論是否在香港特別行政區境內或境外)作第(c)段列出的用途：-

(i) 任何需要歐力士或其分行在法例下提供資料的人，包括但不限於稅務或警方部門在內；
(ii) 任何已得到客戶及／或擔保人的明確或默示同意的人；
(iii) 任何人每當因歐力士之利益而有需要披露；
(iv) 任何人每當因公眾利益而需要披露；
(v) 任何代理人，承包商，提供行政，電訊，電腦，付款，追討債務或証券結算，及其他與歐力士業務運作相關的服務的第三者服務供應人；
(vi) 任何歐力士相連或相關公司；
(vii) 任何對歐力士有保密責任的人，包括對歐力士有保密資料承諾的與歐力士同一集團的公司；
(viii) 任何和客戶已有或建議有交易的財務機構；
(ix) 任何歐力士的實在或建議受讓人或參與人或分參與人或歐力士對客戶及／或擔保人的權利的受讓人，包括但不限於香港按揭証券有限公司或其他根據歐力士與香港按揭証券有限公司進行買賣抵押或其他合約安排下的人；
(x) 任何需要確認出票人所付予客戶支票的銀行；
(xi) 信貸資料機構，而在客戶欠賬時，則可將該等資料提供給收數公司；
(xii) 任何已經或將會與歐力士或收取資料之人士建立任何業務關係的其他人士或機構；及
(xiii) 歐力士提議將與之合併的或者歐力士提議將其業務的全部或任何部分向其出售的任何其它人士。

(e) ***拖欠還款：*** 請注意，如有拖欠償還任何個人信貸／租購／租賃便利的情況，除非拖欠金額在發生拖欠之日後六十日內還清，否則客戶及／或擔保人須讓其賬戶資料交由信貸資料機構保管，直至拖欠金額得到最終清償之日後的五年屆滿時爲止。

(f) ***透過全部還款終止賬戶：*** 如申請個人信貸（不包括住宅按揭貸款），當客戶及／或借款人及／或擔保人透過還清款項而終止賬戶時，並在賬戶終止之前五年內沒有任何重要欠賬（即：拖欠還款超過六十日的欠賬）的條件下，客戶及／或擔保人將有權委託歐力士向信貸資料機構要求從該機構的資料庫中刪除與上述被終止賬戶相關的任何賬戶資料。

(g) ***爲考慮信貸申請而作出查閱信貸報告：*** 爲考慮任何信貸申請時，歐力士可向信貸資料機構索取關乎客戶的或擔保人的信貸報告。如果客戶或擔保人有意查閱信貸報告，歐力士將會就相關的信貸資料機構的聯絡人資料詳情提供意見。

(h) ***爲檢討現有信貸而查閱個人信貸資料：*** 再者，爲檢討現有的個人信貸時，歐力士可不時向信貸資料機構作出查閱該機構所持有關乎客戶的及／或擔保人的信貸資料以便利歐力士考慮所有以下指明的事宜或其中一項或超過一項的事宜：

(i) 增加信用額；
(ii) 縮減信貸（包括取消信貸或減低信用額）；及
(iii) 與客戶制訂或推行債務安排計劃。

(i) ***查閱及改正資料的權利：*** 根據條例中的條款，任何人：-

(i) 有權審查歐力士是否持有他的資料及有權查閱相關的資料；
(ii) 有權要求歐力士改正任何相關他／她不準確資料；
(iii) 有權查悉歐力士對於資料的政策及實際應用及獲告知歐力士持有相關之個人資料種類；及
(iv) 在與個人信貸有關的情況下，要求獲告知那些資料是會向信貸資料機構或收數公司例行披露的，以及獲提供進一步資料，藉以向有關信貸資料機構或收數公司提出查閱和改正資料的要求。

根據條例的規定，歐力士有權就處理任何查閱資料的要求收取合理費用。

(j) ***資料保護主任：***任何關於資料查閱或改正資料，或索取關於資料政策及實際應用或所持有的資料種類的要求，應向下列人仕提出：-

資料保護主任
歐力士（亞洲）有限公司
香港金鐘道 95 號統一中心 30 樓
電話： 2862 9268　　傳真： 2527 9688

(k) 本通告不會限制客戶在個人資料（私隱）條例下所享有的權利。

本通告之中文譯本如與英文有異，慨以英文版本爲準。
2007 年 12 月