

信息授权和披露函
Letter of Authorization and Disclosure of Information

编号: []
No. []

重要提示: 为了维护客户的合法权益, 请在签署本函前, 仔细阅读本函各条款(特别是加粗或下划线部分), 重视客户在授权书中的权利、义务。如有任何疑问, 请向银行经办行咨询。

IMPORTANT: In order to protect the legitimate rights and interests of customers, please read the terms and conditions of this letter carefully (especially the parts in bold or underlined) before signing this letter, and pay attention to the rights and obligations of customers in this letter. If you have any questions, please consult the branch handling relevant matter.

致: 大华银行(中国)有限公司
To: UNITED OVERSEAS BANK (CHINA) LIMITED

客户: _____ (简称“客户”), 证件类型:
_____, 证件号码: _____, 通过本函向大华银行(中国)有限公司(简称“银行”), 同意并授权:
Customer: _____ (hereinafter referred to as “Customer”), ID Type: _____, ID Number: _____, hereby agrees and authorizes United Overseas Bank (China) Limited (hereinafter referred to as “Bank”):

银行及其职员、雇员、代理人及因职务或工作接触银行记录、来往书信或任何与客户、客户账户及交易相关资料的任何其他人士(简称“银行及相关人士”), 有权不时通过书面、对话、传真、邮寄、电子媒介及渠道、由客户、大华银行集团*或相关机构及个人提供, 以及依据法律法规、监管要求取得等各种方式(包括但不限于从征信机构或信息服务提供商、相关的政府机关、权力机构、行业机构、雇主、职员、交易相对方、共同申请人、联系人、前述个人之亲属(如必须)、通过大华银行集团可获取的信息而形成、公开渠道及其他相关机构/人士(无论在境内还是境外)), 陆续收集、获得或处理有关客户、客户账户和交易的信息、以及相关事项的信息和资料(其中包括客户和相关个人的个人信息*和资料, 合称“客户信息”)。

The Bank, its officials, employees, agents or any other persons who by reason of their capacity or office necessarily have access to the Bank’s records, correspondence or any material relating to the Customer, the account and the transaction (hereinafter referred to as “Bank and Related Persons”), shall have the right to use various methods such as written, dialogue, fax, mail, electronic media and channels, being provided by the Customer, UOB Group or related institutions and individuals, and being obtained in accordance with the laws, regulations, regulatory requirements (including but not limited to from credit reporting agencies or information service providers, relevant government agencies, authorities,

industry organizations, employers, officials, counterparties, co-applicants, contacts, relatives of aforesaid individuals (if necessary), formed through information available through UOB Group, public channels, and other related institutions/individuals, etc. (whether domestic or overseas)), successively collect, obtain or process information about the Customer, the Customer's account and transactions, as well as information and data on related matters (including Personal Information and data of the Customer and related individuals, collectively referred to as "Customer Information").

***其中:**

Among them

大华银行集团指大华银行有限公司和其分支机构及关联公司，包括大华银行(中国)有限公司及其分支机构。

UOB Group refers to United Overseas Bank Limited and its branches and affiliates, including United Overseas Bank (China) Limited and its branches.

个人信息，是指以书面、电子或其他方式记录的能够单独或与其他信息结合识别特定自然人的各种信息，以及与已识别或者可识别特定自然人有关的或反映个人情况的各种信息，以及相关的个人记录和证明文件及其副本，包括客户本身(如为个人)和/或客户提供给银行的所有其他个人信息，包括但不限于其配偶、子女、亲属、关系人、关联人、合伙人、股东、董事、监事、管理人员、职员、代理人、担保人、聘用或委托人员，以及其他所有相关人员等的个人信息。为免疑义，前述个人信息中还可能包含敏感个人信息，即一旦泄露或者非法使用，容易导致自然人的人格尊严受到侵害或者人身、财产安全受到危害的个人信息，包括生物识别、宗教信仰、特定身份、医疗健康、金融账户、行踪轨迹等信息，以及不满十四周岁未成年人的个人信息。银行只有在具有特定的目的和充分的必要性，并采取严格保护措施的情形下才会处理敏感个人信息。

Personal Information refers to various information recorded in written, electronic or any other means that can be individually or combined with other information to identify a specific natural person and various information related to an identified or identifiable natural person or reflect personal situation, as well as related personal records and certification documents and their copies, including all personal information provided by the Customer to the Bank (for Customer himself/herself if Customer is individual or for other individuals), including but not limited to the personal information of the Customer's spouses, children, relatives, related persons, affiliates, partners, company shareholders, directors, supervisors, managers, employees, agents, guarantors, hired or entrusted personnel, and all other related personnel, etc. For the avoidance of doubt, the aforementioned Personal Information may also contain sensitive personal information, referring to Personal Information that, once leaked or illegally used, will easily lead to infringement of the human dignity or harm to the personal or property safety of a natural person, including biometric recognition, religious belief, specific identity, medical and health, financial account, personal location tracking and other information of a natural person, as well as any personal information of a minor under the age of 14. The Bank may process sensitive personal information only when there is a specified purpose and sufficient necessity and there are strict measures adopted for its protection.

银行及相关人士，因其认为适当、必要或可取的原因或目的(包括但不限于业务开发和开展、市场营销、促销和/或交叉销售、业务审批及处理、控制和风险管理、数据分析、产品研发、外包服务、保险、评估、审计、遵守适用法律法规及监管要求的义务、上报相应监管、和/或是与催收、调解、诉讼、仲裁、争议解决、转让相关等目的)或是因为相关适用法律法规及监管的要求，有权不时通过收集、存储、使用、加工、传输、提供、公开、删除等方式处理**客户信息**，并向下列人士或机构或在下列情况下(无论在中国境内或是境外，为避免疑义，中国指中华人民共和国，仅为本函之目的，不包括香港特别行政区、澳门特别行政区和台湾地区)，提供及披露关于**银行**在准备和向**客户**提供产品和服务及履行与**客户**相关合同(包括但不限于账户、融资、产品、交易等)过程中收集、获得的全部或部分**客户信息**：

The Bank and the Related Persons, for such reasons and purposes which the Bank and Related Persons consider appropriate, necessary or desirable (**including but not limited to, business development and operation, marketing, promotional and/or cross-selling purposes**, business approval and processing, control and risk management, data analysis, product development, outsourcing services, insurance, evaluation, auditing, compliance with obligations under applicable laws, reporting to the corresponding supervisory authority, and/or the purposes related to collection, mediation, litigation, arbitration, dispute resolution, transfer, etc.), or towards compliance with applicable laws and regulations, shall have the right to process, by ways of collection, storage, usage, processing, transmission, provision, disclosure and deletion, etc., and provide or disclose all or part of the Customer Information collected and obtained by the Bank in preparing and providing products and services to the Customer and fulfilling customer-related contracts (including but not limited to the account, financing, products, transactions, etc.) to the following persons or organizations or under following circumstances (whether within the PRC or outside the PRC, for the avoidance of doubt, "PRC" means the People's Republic of China, which only for the purposes of this letter excludes the Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan):

(1) 为前述目的或原因，**银行**的关联机构和人士，无论其设于何处，包括为实现前述目的或原因所必需访问或接触相关**客户信息**的该关联机构和人士的职员、雇员、代理人及其委托的相关机构和人士；

to affiliates and related persons of the Bank wherever located, include their officials, employees, agents and related organizations and persons entrusted by them who are necessary to access relevant Customer Information for the aforementioned purposes or reasons;

(2) 为提供、更新、维持、提升相关服务之目的(包括但不限于调查账目差异、错误或索赔等事项)，而向**银行**提供电子服务或其他服务的任何人士或机构；

to any person or organization providing electronic or other services to the Bank, for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims;

(3) **银行**聘请的为执行**银行**对外发包之服务或运作功能，或因与此有关之原因而被**银行**聘请的任何人士或机构；

to any person or organization which is engaged by the Bank for the purpose of

performing or in connection with the performance of services or operational functions of the Bank where such services or operational functions have been out-sourced;

- (4) 根据适用的法律负责进行调查的中国监管机关或政府官员及行业机构人员;
to the PRC regulator or the governmental officer and the industry organization personnel conducting an investigation under the law;
- (5) 其他银行、金融机构、征信、信用咨询公司或资信调查代理人(通常包括**客户**和/或其提供的**个人信息**中的信用资料);
to other banks, other financial institutions, and credit consulting companies or credit investigation agencies (usually including credit information of the Customer and /or the personal information provided by it);
- (6) 在任何法律调解、仲裁、诉讼及其他争议解决中, **银行**作为涉及争议的主体或应**客户**要求, 并且有关**客户信息**和/或**该客户信息**之交易可能是争议解决所涉及的问题;
in any legal mediation, arbitration, judicial proceedings and other dispute resolution to which the Bank is a party involved in the dispute or is requested by the Customer where the Customer Information and/or transaction(s) pertaining to the Customer Information may be a relevant issue;
- (7) 为印制对账单或确认单或通知单、通讯资料或任何其他文件之目的之**银行**的代理人;
to the Bank's agents for the purpose of printing statements of account, confirmation advices or notification advices, correspondence or any other documents;
- (8) 接受**客户**使用银行卡和/或银行许可、进行交易的其他银行、金融机构或非金融机构、贸易商或其他方及其各自的代理人或承包商(无论该等交易是否经**客户**另行适当授权);
to other banks, financial institutions or non-financial institutions, trader or other party accepting the use of bank card and/or approved by or traded with the Bank and their respective agents or contractors (regardless of whether such transactions are otherwise authorized by the Customer or not);
- (9) **银行**的潜在或实际受让人或**银行**对**客户**享有的相关权利的受让人, 或**银行**所有或任何部分资产或业务的受让人, 或其权利与**客户**相关的其他人士;
to the potential or actual assignee or participant of the Bank, the assignee of the relevant rights of the Bank against the Customer, the transferee of all or any part of the Bank's assets or business, or other person whose right is related to the Customer;
- (10) 为准备、进行、管理业务及相关事项之目的, 向**银行**提供与**银行**经营业务有关的管理、电信、计算机、付款、证券结算或任何其他服务的任何代理人、代表人或服务提供者, 或**银行**的审计人员或适用法律顾问;
to any agent, representative or third party service provider who offers administrative, telecommunications, computer, payment, securities clearing or any other services to the Bank in connection with the operation of the business of the Bank, or the auditors or legal counsels of the Bank, for the purpose of preparing, conducting and managing

business and related matters; and/or

(11) 在适用法律法规及监管要求允许的范围内，**银行**应适用法律法规及监管要求而进行的对外提供或披露。

to the extent permitted by the applicable law of the PRC, the provision to others or the disclosure of the Customer Information is made by the Bank as required by the law.

银行及其职员有义务依法保护**客户信息**和交易数据。**银行**在处理(包括但不限于收集、存储、使用、加工、传输、提供、公开、删除)**客户信息**和交易信息时将遵循合法、正当、必要原则，**银行**应建立健全内部控制制度，采取有效的完善信息安全技术防范措施，防止信息泄漏和滥用，加强对该等信息的保护，保护信息安全。

The Bank and its employees shall have the responsibility to protect Customer Information and transaction information. During its processing (including but not limited to collection, storage, use, processing, transmission, provision, public disclosure and deletion) of the Customer Information or transaction information, the Bank shall follow the principles of lawfulness, justification and necessity, and the Bank shall establish and strengthen the internal management systems, improve the information security technical protection measures, prevent the disclosure and abuse of such information, and take effective measures to strengthen the protection of such information, for the purpose of protecting the security of information.

如在任何时候**客户**获准使用任何**银行**授信，或**银行**应**客户**要求承担任何责任或支付任何债务，则**客户**同意，**银行**在在任何时候，无须另行通知，可以向任何担保人或为有关账户/**客户**承担债务或为其提供担保之人士，和/或任何**银行**认为有必要知悉该等资料以便**银行**能维持和/或执行该等担保的任何人士，披露关于**客户**、任何被授权人、账户之存款或其他事项的相关资料。

Where any banking credit has been granted at any time to the Customer, or where the Bank accepts or incurs any liability at the request of the Customer, the Customer also consents to the Bank disclosing at any time and without notice, information concerning the Customer, any authorised person, the money or other relevant particulars of the account to any surety or other person who has undertaken liability or provided security for the account or the Customer, and/or any other person to whom the Bank views it as necessary to provide such information in the course of the Bank's preservation and/or enforcement of such security.

客户理解并接受上述约定的信息披露的范围和具体情形(其中包括个人信息)，知晓并同意银行可以根据本函之约定收集、存储、使用、加工、传输、提供、公开、删除客户信息(其中包括个人信息)。客户理解，在正常情况下，银行根据适用法律法规及监管要求以及本函的约定对客户信息的处理，不会造成客户信息被滥用，但也不排除第三人出于恶意或者重大过失，作出滥用等侵犯该等客户信息保密性的行为，且该等行为可能给客户造成损失。

The Customer understands and accepts the scope and particular circumstances for the disclosure of the information (among others, including Personal Information) as specified above. The Customer has been aware and agreed that the Bank may collect, store, utilize, process, transmit, provide, publicly disclose and delete the Customer Information (among others, including Personal Information) in accordance with these conditions. The Customer also understands that the Bank's processing of Customer

Information in accordance with applicable laws, regulations, regulatory requirements and these conditions will not result in the misuse of the Customer Information in the normal conditions. However, it cannot be ruled out that a third party may, due to willful misconduct or gross negligence, conduct the misuse or commit acts that infringe upon the confidentiality of such Customer Information, and the Customer may suffer losses as a result thereof.

如客户不同意银行将该等信息用于营销银行产品或服务，客户可以联系银行明确表示拒绝该等用途的授权或同意，该等拒绝不会对银行向客户提供服务、或客户使用银行的产品和服务造成实质障碍或其他不利影响。银行在接收到客户明确的拒绝指示后，将不会再将该等信息用于直接联系客户和/或向客户提供相关产品和服务信息的推广和介绍。

If the Customer disagrees that the Bank uses such information to market banking products or services, the Customer may contact the Bank to expressly reject the authorization or consent for such use. Such refusal will not cause substantial obstacles or other adverse effects on the provision of services by the Bank to the Customer or the use of the Bank's products and services by the Customer. After the Bank receives a clear rejection instruction from the Customer, such information will no longer be used to directly contact the Customer and/or provide the Customer with the promotion and introduction of relevant product and service information.

为避免疑义，客户在此特别确认并保证，其提供给银行的所有信息包括但不限于客户相关信息和个人信息，均已根据适用的法律法规及监管要求取得了所需的授权和/或同意，就适用本函以及所有相关协议之目的，银行无需进一步获得任何相关方的授权和/或同意；客户进一步保证，银行免因根据本函采取任何行为及行动而承担任何形式的责任，客户将对银行因根据本函采取任何行为及行动而遭受的任何及所有主张承担全部责任并予以独立处理，并将全额赔偿并补偿银行依本函行事而遭受和/或可能遭受的全部损失以及承担和/或可能承担的所有费用(包括但不限于法律费用)。

For the avoidance of doubt, the Customer hereby specifically confirms and guarantees that all the information provided to the Bank, including but not limited to the Customer Information and Personal Information, has obtained the required authorization and/or consent in accordance with applicable laws, regulations and regulatory requirements. For the purpose of these conditions and all related agreements, the Bank does not need to obtain further authorization and/or consent from any related parties. The Customer further confirms and guarantees that the Bank shall be exempt from any kind of liabilities for any actions taken in accordance with this terms and conditions, and the Customer shall be fully responsible for any and all claims suffered by the Bank due to any actions taken in accordance with this terms and conditions, which shall be dealt with independently, and the Customer shall indemnify the Bank for any losses and/or possible losses, any expenses and/or possible expenses (including but not limited to legal fees) incurred and/or may incur by the Bank in accordance with this terms and conditions.

在不影响本函其他条款的前提下，客户同意并授权银行及相关人士在执行电子转账的支付指示时向第三方披露以下信息：

- (a) 客户名称;
- (b) 客户的账号/编号(视情况而定);
- (c) 客户地址、身份号码和/或设立时间和地点; 和/或
- (d) 适用法律规定的或其他与本次电子转账相关或银行认为合适的信息。

Without prejudice to the other terms and conditions of this letter, the Customer consents and authorizes the Bank and the Related Persons to disclose the following information to the third party in the payment instruction accompanying the electronic transfers:

- (a) the Customer's name;
- (b) the Customer's account number or unique reference number, as the case may be;
- (c) the Customer's address, unique identification number and/or date and place of birth; and/or
- (d) other information required by the applicable laws and regulations, related to this electronic transfer or deemed appropriate by the Bank.

本函条款规定适用于客户开户、理财、融资以及客户使用银行所有产品和服务的相关范围和各个环节。

Terms and conditions in this letter shall govern the scope related to and every aspect of account opening, wealth management, financing and all other products and services of the Bank used by the Customer.

银行将在适用法律法规允许的范围内，以实现处理目的所必要的最短时间来存储客户信息。对于银行获得的客户给予银行比本函条款更明确、更宽泛的授权和同意，无论在本函之前或之后，本函均作为对其的补充，而非取代银行在该等同意项下获得的授权。

The Bank shall store the Customer Information for the minimum period necessary for achieving the purpose of processing as permitted by applicable laws. For the clearer and broader consent than that of this clause obtained by the Bank from the Customer, regardless of whether such consent is given before or after the Customer's agreement to this clause, this letter shall be meant as a supplement to it, rather than replacing the authorization obtained by the Bank under such consent.

为向客户提供更为方便、快捷、个性化的产品、服务或者功能等情况而需要进一步处理客户信息，且适用法律要求取得客户的同意或者单独同意的，银行可在处理客户信息前通过要求客户签署或点击确认协议、点击确认页面或弹窗提示内容、主动填写并提交等一种或多种形式告知客户信息处理相关事项，并征得客户的同意或者单独同意(如适用)。

Where any further processing of the Customer Information is required for the purpose of providing more convenient, fast and personalized products, services or functions to the Customer, and the Customer's consent or separate consent is required by the applicable laws and regulations, the Bank shall notify the Customer of relevant matters concerning the processing of Customer Information in one or more forms, including requiring the Customer to sign or click to confirm the agreement, clicking the confirmation page or pop-up prompt,

and filling and submitting information voluntarily, and obtain the consent or separate consent (if applicable) of the Customer prior to the processing of the Customer Information.

客户在此特别确认并同意，银行官方网站中的隐私保护政策及其不时的更新(官方网站为 <http://www.uobchina.com.cn>)构成客户与银行之间法律文件的一部分，对于本函未提及的个人信息处理事项，客户应进一步参考和遵守前述隐私政策。如客户根据适用法律的规定需要查阅、复制、更正、补充、删除客户的个人信息或对相关授权同意予以撤回等，客户可联系银行。银行将在符合适用法律要求的前提下及时响应客户的相关权利。但请注意，客户撤回同意，不影响撤回前银行基于客户同意已进行的个人信息处理活动的效力。

The Customer hereby acknowledges and agrees that, the privacy policy and its updates from time to time published on the official website of the Bank (visit at: <http://www.uobchina.com.cn>) constitute part of the legal documents between the Customer and the Bank. As for the matters regarding on the Personal Information processing not mentioned in this letter, the Customer shall further refer to and comply with the aforementioned privacy policy. In the event that the Customer needs to access, copy, correct, supplement or delete the Customer's personal information or withdraw the relevant authorization and consent in accordance with applicable laws, the Customer may contact the Bank. The Bank will promptly respond to the Customer's relevant rights subject to applicable legal requirements. However, please note that the Customer's withdrawal of consent will not affect the effectiveness of the Personal Information processing activities carried out by the Bank based on the Customer's consent before the withdrawal.

客户在此特别确认，银行基于本函规定处理客户信息的行为，不构成对银行与客户之间包括但不限于保密义务(如有)在内的任何义务的违反，亦无需就此对客户或其他主体承担任何违约、侵权责任或者赔偿责任。

The Customer hereby acknowledges that, the Bank's processing of Customer Information based on this letter will not constitute any breach of the obligations of the Bank to the Customer, including, without limitation, the confidentiality obligation (if any), and the Bank will not be liable for any breach of contract, tort or indemnity to the Customer or other persons in connection therewith.

本函以中文制作并签署。如有英文翻译，仅供参考。中文和英文翻译间如有任何不一致，以中文为准。

This letter is made and executed in Chinese, English translation provided herein (if any) is for reference only. If there is any discrepancy between the Chinese version and English translation, Chinese version shall prevail.

本函适用中华人民共和国法律并依其解释，因本函引起的或与本函有关的任何争议提交银行总行所在地法院管辖。

This letter shall be governed by and construed in accordance with the laws of the People's Republic of China. Any dispute arising out of or in connection with this letter shall be submitted to the People's Court where the Bank is located.

本函自签署之日起生效。

This Letter shall come into force upon execution.

客户在此特别确认，已知悉并理解本函的全部内容，并进一步确认已取得签署本函的全部授权和批准，做出该等授权和同意为客户的真实意思表示。

The Customer hereby specifically confirms that it knows and understands all the contents of this letter, and further confirms that it has obtained all authorizations and approvals to sign this letter, and that such authorizations and consents represent the true intention of the Customer.

客户全名/ Name of the Customer:

签署/Signed by:

(公章/Company Chop)

姓名/Name:

日期/Date:

银行人员签署(见证/确认)/
Bank Staff (Witness/Confirmation)

日期/Date: _____