Standard contractual clauses for the transfer of personal data from the European Union to processors established in third countries (controller-to-processor transfers).

DATED

19 JUN 2016

STANDARD CONTRACTUAL CLAUSES

AGREEMENT FOR TRANSFER OF PERSONAL DATA

CONTENTS

CLAUSE

ANNEX

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For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:	**Bank of China (Hungary) Close Ltd. Vienna Branch**
Registered address:	**Börseplatz 6, 1010,Vienna,Austria**
tel:	**0043 1 53666**
fax:	**0043 1 53666888**
e-mail:	**Service.at@bankofchina.com**
Other information needed to identify the organisation	**Company Registration Number: FN 442863 w**

(the data exporter)

And

Name of the data importing organisation:	**Bank of China Limited**
Registered address:	**No. 1 FuXingMen Nei DaJie, Beijing, China, 100818**
tel:	**0086 10 6659 6688**
fax:	**0086 10 66016871**
e-mail:	**itsecurity@bankofchina.com**
Other information needed to identify the organisation	**Data importer is a joint stock company with limited liability of its members and it is incorporated in the People's Republic of China. Registered in China in the State Administration of Industry and Commerce, PRC. Number 100000000001349.**

(the data importer)

Each '**party**'; together '**the parties**',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Annex A.

1. DEFINITIONS

For the purposes of the Clauses:

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(a) **personal data**, **special categories of data**, **process/processing**, **controller**, **processor**, **data subject** and **supervisory authority** shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (1);

(b) **the data exporter** means the controller who transfers the personal data;

(c) **the data importer** means the processor who agrees to receive from the data exporter personal data intended for processing on its behalf after the transfer in accordance with its instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) **the sub-processor** means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with its instructions, the terms of the Clauses and the terms of the written subcontract;

(e) **the applicable data protection law** means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) **technical and organisational security measures** means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

2. DETAILS OF THE TRANSFER

The details of the transfer and in particular the special categories of personal data where applicable are specified in Annex A which forms an integral part of the Clauses.

3. THIRD-PARTY BENEFICIARY CLAUSE

3.1 The data subject can enforce against the data exporter this clause 3, clause 4(b) to clause 4(i), clause 5(a) to clause 5(e) and clause 5(g) to clause 5(j), clause 6.1 and clause 6.2, clause 7, clause 8.2 and clause 9 to clause 12 as third-party beneficiary.

3.2 The data subject can enforce against the data importer this clause 3.2, clause 5(a) to clause 5(e) and clause 5(g), clause 6, clause 7, clause 8.2 and clause 9 to clause 12, in

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cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.3 The data subject can enforce against the sub-processor this clause 3.3, clause 5(a) to clause 5(e) and clause 5(g), clause 6, clause 7, clause 8.2, and clause 9 to clause 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3.4 The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

4. OBLIGATIONS OF THE DATA EXPORTER

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Annex B to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

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(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to clause 5(b) and clause 8.3 to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Annex B and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subjects as the data importer under the Clauses; and

(j) that it will ensure compliance with clause 4(a) to clause 4(i).

5. OBLIGATIONS OF THE DATA IMPORTER

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Annex B before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a

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prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii) any accidental or unauthorised access; and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Annex B which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with clause 11; and

(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

6. LIABILITY

6.1 The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in clause 3 or in clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

6.2 If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or its sub-processor of any of their obligations referred to in clause 3 or in clause 11 because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity

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has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

6.3 If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in clause 3 or in clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

7. MEDIATION AND JURISDICTION

7.1 The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

7.2 The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

8. COOPERATION WITH SUPERVISORY AUTHORITIES

8.1 The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

8.2 The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

8.3 The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in clause 5(b).

9. GOVERNING LAW

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely Austria.

10. VARIATION OF THE CONTRACT

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clauses.

11. SUB-PROCESSING

11.1 The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

11.2 The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

11.3 The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely Austria.

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11.4 The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

12. OBLIGATION AFTER THE TERMINATION OF PERSONAL DATA PROCESSING SERVICES

12.1 The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

12.2 The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

DATA EXPORTER

Name and Surname: Xu Jiandong

Position: General Manager

Authorised signature:

Name and Surname: Liu Zheng

Position: Deputy General Manager

Authorised signature:

DATA IMPORTER

Name and Surname: Liu Qiuwan

Position: General Manager of IT Dept

Authorised signature:

Name and Surname: Li Shijing

Position: General Manager of Data Centre

Authorised signature:

Name and Surname: Meng Qian

Position: General Manager of Software Centre

Authorised signature:

Annex A

to the Standard Contractual Clauses

Data exporter

The data exporter is Bank of China(Hungary) Close Ltd. Vienna Branch, an overseas branch of the data importer.

Data importer

The data importer is Bank of China Limited, a joint stock company with limited liability of its members and it is incorporated in the People's Republic of China.

Data subjects

The personal data transferred concern the following categories of data subjects:
Employees and customers of the data exporter, as well as guarantors of loans undertaken by customers of the data exporter

Categories of data

The personal data transferred concern the following categories of data (please specify):

Data concerning employees: First name, middle name, last name, gender, year of birth, nationality, professional skills and qualification, salary, internal identification number, date of recruitment within Bank of China, date, object and reason of the modifications of the professional situation within Bank of China, current title and position, place of work, degree and diploma, type of contract, active or dormant employment.

Clients identity: First and last name, postal and e-mail address, phone number, gender, tax residency, date and place of birth, nationality, date of beginning of the relationship with the client.

Data concerning the bank account: Agency where the account is open, type of account (checkings, savings...), activity on the account, connection with the client's other accounts with BOC, services associated to the account (credit or debit card, cheques, insurance…), tax options, incidents affecting the account, power of signatories on the account and copy of their ID and signature, terms of use of the accounts, securities held on the account (type, value, purchase price, income generated by such securities, profits and losses…).

Data concerning loans issued by the data exporter: Loan file number, matrimonial status, professional situation, dependents, professional status (job and duration of employment), resources, assets, purpose of the loan, terms of the loan (amount, duration, interests, terms of drawing…).

Data concerning guarantees issued by the data exporter: Guarantee file number, information concerning the debtor (identity, matrimonial status, professional situation, dependents,

professional status (job and duration of employment), resources, assets), identity of the beneficiary, nature of the guarantee (first demand guarantee, guarantee…), nature of the debt guaranteed (amount, duration, terms), amount of the guarantee, terms of exercise of the guarantee, counter-guarantees granted to the data exporter.

Data concerning guarantees issued to the benefit of the data exporter: Guarantee file number, information concerning the guarantor and the debtor (identity, matrimonial status, professional situation, dependents, professional status (job and duration of employment), resources, assets), identity of the debtor, nature of the guarantee (first demand guarantee, mortgage, pledge, guarantee…), nature of the debt guaranteed (amount, duration, terms), amount and duration of the guarantee, terms of exercise of the guarantee.

Special categories of data

No special categories of data defined in Article 8 in Directive 95/46 /EC of the European Parliament and of the Council will be transferred to China.

Processing operations

The personal data transferred will be subject to the following basic processing activities: Storage and processing (back office operations) of the data for the purpose of delivering banking services by the data exporter to the customer.

DATA EXPORTER

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Surname: Xu Jiandong

Position: General Manager

Authorised signature:

Name and
Surname: Liu Zheng

Position: Deputy General Manager

Authorised signature:

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Authorised signature:

Name and Surname: Meng Qian

Position: General Manager of Software Centre

Authorised signature:

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Annex B

to the Standard Contractual Clauses

This Annex B forms part of the Clauses and it is description of the technical and organisational security measures implemented by the data importer in accordance with clause 4(d) and clause 5(c) (and documents/legislation attached):

BOC's IT infrastructure in China consists of two places and three centers: Beijing Heishanhu as production center, Beijing Haying as local backup center and Shanghai Zhangjiang as offsite DR center. The data is sent to the head office production center through global network, and secured by Multiprotocol Label Switching (MPLS) Protocol.

HeiShanHu data center of BOC applies international or industry-leading technology and is one of the largest and most advanced data processing center in China.

The center's infrastructure is constructed by international standard including security, power supply, network access, etc. With the dual power supply from two different substations, the network services from three ISPs, and using identification technology such as palm prints, iris recognition, etc., the park enforces the high level security protection, effectively ensures safe and stable operation of the data center.

The center uses a number of advanced automatic operation management tools, and established a series of IT service management procedure following the international best practice ITIL framework, providing standardized, efficient high quality IT services.

The center currently undertakes the production operation and data processing of all major business systems of BOC, and runs about 200 logic integrated application system country wide. The center also has more than 5000 sets of various hardware devices and 6000TB data storage, maintains 600 network paths, with a total of over 260 million customers and over 2.5 billion monthly trade transactions. The information system maintains excellent service under rapid growth of customers, trading volume, and data volume.

The center has implemented and will maintain appropriate technical and organisational measures, internal controls, and information security routines intended to protect all categories of data being exported to the data importer (including personal data and non personal data) against accidental loss, destruction, or alteration; unauthorised disclosure or access; and unlawful destruction.

The center has been assessed and registered against the Information technology service management standard GB/T 24405.1-2009/ISO/IEC 20000-1:2005, and the Information technology security techniques - information security management system standard GB/T 22080-2008/ISO/IEC 27001:2005.

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Information Security Management

Bank of China has established comprehensive information security management system, including but not limited to the information security strategy, information security organization, personal security, physical and environment security, assets security, communication and operation, system development and support, access control, information security accident control, disaster recovery, etc.. The comprehensive information security management provides a solid basis for the sustainable and steady development of information technology in the Bank.

Information Security Infrastructure

The bank has deployed multi-layered security products and solutions at infrastructure, system and application layer, including protection at network, application, system level (firewall, intrusion detection, vulnerability assessment etc.), client-side security management (SSO, AV, policy, patch management etc.), application level security of information system (storage encryption, transmission encryption, access control). The Bank has committed to continuously improve and enhance information security protection capability.

Data Protection

The Bank manages all data assets by data security levels, different levels of data will be protected by different protection strategy and policy accordingly, ensures a life cycle protection of production data along its storage, transmission, usage, backup, recovery, etc. Overseas information system has security features designed to ensure confidentiality and isolation that required by cross boarder data transmission and collection. Details as following:

Encrypted storage: Customer authentication data such as password and PIN code is stored encrypted.

Encrypted transmission: The transmission process of sensitive data will be encrypted from application layer as well as transmission layer.

Screening: The sensitive data for testing needs to be screened.

Access control: All data usage and management need to be authorized by the overseas branch. Categorize users by their role and nature of usage, make authorization following the principle of "least privilege". All data operations can be audited after fact.

Emergency & backup: Production data is stored and backup complied with regulatory requirements. The emergency response mechanism for data security incidents has been established.

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Data isolation: Each branch's data needs to be stored in different segment and processed, reported, downloaded independently.

Emergency and Disaster Recovery

To achieve the sustainable operation of crucial information systems, the Bank has now established a comprehensive emergency response mechanism and contingency plans. Emergency drills are regularly conducted. To reduce the risk induced by highly concentrated data, the "two places and three centers" disaster recovery mechanism effectively responds to the impact from interrupt of power supply, floods, fires, earthquakes, epidemics and other catastrophic events. In recent years, the Bank verified the effectiveness of disaster recovery capabilities by successfully completing local site disaster recovery drills and offsite disaster recovery drills.

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