

Notice to Job Applicants / Employees relating to the Personal Data (Privacy) Ordinance

Definitions

1. “**Data access request**”, “**data correction request**”, “**data subject**”, “**data user**”, “**matching procedures**” and “**personal data**” used throughout this Notice shall have the meaning as defined in the Ordinance.

For the purpose of this Notice:

“**employment**” shall mean the engagement of an individual whose service is procured through a contract with Manulife which employs such individual, and the term “**employee**” shall be construed accordingly.

“**Hong Kong**” shall mean the Hong Kong Special Administrative Region.

a “**job applicant**” shall mean an individual applying for an employment.

“**Manulife**” shall mean Manulife (International) Limited, Manulife Asset Management (Hong Kong) Limited, Manulife Financial Asia Limited, The Manufacturer Life Insurance Company, or Manulife Provident Funds Trust Company Limited (as the case may be) in respect of its respective job applicants and/or employees.

“**Manulife Group**” shall mean Manulife Financial Corporation and its subsidiaries and affiliates.

“**Ordinance**” shall mean Personal Data (Privacy) Ordinance.

Collection

2. It is necessary for job applicants to supply Manulife with personal data in connection with their job application. Failure to supply such data may result in Manulife being unable to process their application.
3. It is also the case that personal data are collected or received by Manulife from and/or in respect of employees throughout the course of their employment.

Purposes

4. The purposes for which personal data of a job applicant and/or employee (as the case may be) may include the following:-

- (a) assessing the job applicant's suitability to assume the job duties of the position for which the job applicant has applied;
- (b) determining preliminary remuneration, bonus payment, and benefit package to be discussed with the job applicant subject to selection for the position;
- (c) negotiating with and making offers of employment to selected job applicant;
- (d) provision of benefits, compensation and payroll for employees;
- (e) setting up staff record, payroll and enrolment of benefit schemes for employees;
- (f) supervision and management of employees;
- (g) developing and maintaining the employment relationship between Manulife and employees and supporting the development of Manulife and any member of Manulife Group;
- (h) facilitating performance appraisals, promotion and career development activities;
- (i) monitoring compliance with internal rules and guidelines issued by Manulife from time to time;
- (j) review of employment decisions;
- (k) contacting employees when absent from the office;
- (l) assessing the training and development needs of employees;
- (m) administering retirement and/or provident fund schemes to which employees contribute and/or from which they may benefit;
- (n) any residual employment-related activities in relation to the former employee including (but not limited to) provision of job references; processing applications for re-employment and matters relating to retirement and/or provident fund scheme payments; and allowing Manulife to fulfill contractual or statutory obligations;
- (o) confirming the identity of and uniquely identifying the job applicant and/or employee (as the case may be);
- (p) confirming the accuracy of the information collected from the job applicant and/or employee (as the case may be);
- (q) any purposes in connection with any claims made by or against or otherwise involving employee in respect of his or her employment including (but not limited) to making, defending, analysing, investigating, processing, assessing, determining or responding to such claims;
- (r) performing any functions and activities related to recruitments including (but not limited to) research and analysis;
- (s) conducting matching procedures (as defined in the Ordinance, but broadly includes comparison of two or more sets of the data subject's data, for purposes of taking actions adverse to the interests of the data subject, such as declining an application);
- (t) making disclosure under and/or complying with the requirements of any law, rules, regulations, codes of practice, guidelines or guidances binding on or applicable to Manulife or any member of Manulife Group (whether within or outside Hong Kong) including (but not limited to) making disclosure to local or foreign regulators, governmental bodies, industry recognised bodies, credit reference agencies or auditors (whether within or outside Hong Kong);

- (u) complying with any contractual or other commitment or arrangement with local or foreign regulators, governmental bodies, or industry recognised bodies, credit reference agencies or auditors (whether within or outside Hong Kong) that is assumed by or imposed on Manulife or any member of Manulife Group by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign regulators, governmental bodies, industry recognised bodies, credit reference agencies or auditors;
- (v) for operational purposes, credit assessment, credit scoring models or statistical analysis (including in each case, behaviour analysis and evaluation on the overall relationship with Manulife Group which includes using such data to comply with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within Manulife Group and/or other use of data and information in accordance with any Manulife Group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities), whether on the data subjects or otherwise;
- (w) exercising any rights Manulife may have in connection with the employment of employees;
- (x) conducting identity, bankruptcy, civil litigation and/or credit checks;
- (y) determining any amount of indebtedness owing to or from employees, and collecting and recovering any amount owing from employees or any person who has provided any security or undertaking for the employees' liabilities;
- (z) enabling an actual or proposed assignee, transferee, participant or sub-participant of the rights or business of Manulife or any member of Manulife Group to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation;
- (aa) purposes specifically provided for in any particular job assignments to employees;
- (bb) any purposes relating to the above (including seeking professional advices) or any other purposes in accordance with the general policies of Manulife or any member of Manulife Group in relation to human resource management as set out in notices, circulars, or other terms and conditions made available by Manulife or any member of Manulife Group to employees from time to time.

Transferees

5. Personal data of a job applicant and/or employee (as the case may be) held by Manulife will be kept confidential but Manulife may transfer such data to the following persons and/or entities (whether within or outside Hong Kong) for any of the purposes set out in paragraph 4 above:-
- (a) any person in connection with any claims made by or against or otherwise involving job applicants and/or employees (as the case may be) in respect of any job application or employment;
 - (b) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, information technology, payment, data processing or storage, marketing, mailing, printing, telemarketing, customer satisfaction analysis, or other services to Manulife or any member of Manulife Group in connection with the operation of business, including

- any custodian, administrator, investment manager, investment advisor or distributor;
- (c) any credit reference agencies or, in the event of default, any debt collection agencies;
 - (d) any customers (including potential customers) of Manulife;
 - (e) insurers, reinsurers and medical service providers;
 - (f) any employees of Manulife or any member of Manulife Group;
 - (g) any person which has undertaken to Manulife or any member of Manulife Group to keep such data confidential;
 - (h) any actual or proposed assignee, transferee, participant or sub-participant of the rights or business of Manulife or Manulife Group;
 - (i) any member of Manulife Group;
 - (j) any person to whom Manulife or any member of Manulife Group is under an obligation or otherwise required to make disclosure under the requirements of any law, rules, regulations, codes of practice, guidelines or guidances binding on or applicable to Manulife or any member of Manulife Group including (but not limited to) any local or foreign regulators, governmental bodies, industry recognised bodies, credit reference agencies or auditors;
 - (k) any person to whom Manulife or any member of Manulife Group is under an obligation or otherwise required to make disclosure pursuant to any contractual or other commitment or arrangement with local or foreign regulators, governmental bodies, industry recognised bodies, credit reference agencies or auditors (whether within or outside Hong Kong) that is assumed by or imposed on Manulife or any member of Manulife Group by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign regulators, governmental bodies, industry recognised bodies, credit reference agencies or auditors.

6. Under the Ordinance, a data subject has the right to:-

- (a) request access to his or her personal data;
- (b) request correction of any of his or her personal data which is inaccurate;
- (c) ascertain a data user's policies and practices in relation to personal data;
- (d) be informed of the kind of personal data held by the data user;
- (e) be informed of the main purposes for which personal data held by the data user are or are to be used;
- (f) make data access request and data correction request through the channel set out in paragraph 7 below.

7. In accordance with the provisions of the Ordinance, Manulife has the right to charge a reasonable fee for processing any data access request. Requests may be made in writing to the Human Resources Manager Human Resources Department at:-

Manulife (International) Limited

22/F., Tower A, Manulife Financial Centre, 223-231 Wai Yip Street,
Kwun Tong, Kowloon, Hong Kong.

Manulife Asset Management (Hong Kong) Limited

22/F., Tower A, Manulife Financial Centre, 223-231 Wai Yip Street,
Kwun Tong, Kowloon, Hong Kong.

Manulife Financial Asia Limited

22/F., Tower A, Manulife Financial Centre, 223-231 Wai Yip Street,
Kwun Tong, Kowloon, Hong Kong.

The Manufacturer Life Insurance Company

22/F., Tower A, Manulife Financial Centre, 223-231 Wai Yip Street,
Kwun Tong, Kowloon, Hong Kong.

Manulife Provident Funds Trust Company Limited

22/F., Tower A, Manulife Financial Centre, 223-231 Wai Yip Street,
Kwun Tong, Kowloon, Hong Kong.

Remarks:

Manulife (International) Limited (Incorporated in Bermuda with limited liability)