Schedule 3 : Personal Data Schedule

1.   Application of Schedule

(a)   This Schedule forms part of this Agreement, and applies without limitation to Recipient's other responsibilities, duties undertakings, obligations and liabilities under this Agreement.

(b)   In this Schedule:

(i)   "**Recipient**" means Champs Partner Limited; and

(ii)   "**Relevant Personal Data**" includes any personal data (as defined in the Hong Kong SAR Personal Data (Privacy) Ordinance 1995 Cap. 486 ("**PDPO**")) sent or made available to the Recipient by HTCL or collected by Recipient in connection with this Agreement, and copies and any derivative work of the foregoing prepared by Recipient in connection with this Agreement.

2.   Personal Data (Privacy) Ordinance

(a)   Recipient shall, in the performance of its duties under this Agreement, comply with the provisions of the PDPO, the directions, codes of practice, codes of conduct, guidelines, rulings or other documents of similar nature issued by the Privacy Commissioner for Personal Data from time to time ("**Guidelines**"), and any instructions given by HTCL for the purposes of complying with the PDPO or the Guidelines.

3.   Recipient's Obligations

(a)   Without limiting the generality of paragraph 2, Recipient shall:

(i)   not collect or process, or allow the collection or processing of, any Relevant Personal Data in any way not permitted under this Agreement;

(ii)   not make, or allow the making of, copies of the Relevant Personal Data for any purposes not permitted under this Agreement;

(iii)   use the Relevant Personal Data only for the purposes for which they are sent or made available to Recipient;

(iv)   not use any Personal Data which the Recipient knows, or has reason to believe, is inaccurate, correct any such inaccuracies if provided with the correct Personal Data necessary to make such corrections once all reasonably practicable steps have been taken to ensure the accuracy of the new Personal Data, and inform HTCL as soon as practicable of any such inaccuracies and corrections;

(v)   provide all necessary assistance to the HTCL Privacy Compliance Officer in the execution of obligations resulting from any relevant request made in respect of PDPO Principle 6 or Section 34, with regard to the Relevant Personal Data;

(vi)   immediately correct any Relevant Personal Data which is notified by HTCL in writing to be inaccurate;

(vii)   hold the Relevant Personal Data securely in accordance with the PDPO, the Guidelines, and any other written directions issued by HTCL from time to time;

(viii) make best efforts to protect the Relevant Personal Data from accidental or unauthorized access, disclosure, modification, withholding, or deletion regardless of the medium in which the Relevant Personal Data is stored and whether the Relevant Personal Data is in the process of being transferred or in use;

(ix)   not hold the Relevant Personal Data longer than is necessary for the fulfilment of the purpose and any directly related purpose for which the Relevant Personal Data are to be used;

(x)   not transfer or disclose the Relevant Personal Data to any other entity without the prior written consent of HTCL;

(xi)   immediately return or destroy the Relevant Personal Data on receiving HTCL's written instructions to do so and in accordance with such instructions;

(xii)   cooperate with HTCL for the purposes of devising and implementing a mechanism to enable HTCL to verify that Recipient has acted and is acting in accordance with the terms of this Schedule;

(xiii) familiarise itself with the policies and practice of HTCL with respect to compliance with the PDPO or the Guidelines as may be in force from time to time;

(xiv)   direct queries raised by third parties which may concern compliance with the PDPO or the Guidelines to the Privacy Compliance Officer of HTCL.

(b)   Recipient may disclose the Relevant Personal Data if it is under a demand to do so by a competent court of law or governmental body ("**Competent Authorities**") provided that Recipient shall:

(i)   prior to disclosure afford HTCL an opportunity to defend, limit or protect against the disclosure demanded;

(ii)   disclose only that portion of the Relevant Personal Data which is required and permitted to be disclosed under that demand and the PDPO; and

(iii)   exercise its best efforts to obtain a protective order or other reliable assurance from the Competent Authorities that confidential treatment will be accorded to any Relevant Personal Data required to be disclosed.

4.   Assignment

(a)   Recipient may not assign, sub-license or otherwise transfer all or any part of its rights and obligations under this Schedule.

5. Indemnity

(a)   Recipient shall indemnify HTCL and hold it harmless against all loss, claims, demands, expenses and other liabilities incurred by HTCL as a result of any non-compliance with the terms of this Schedule by Recipient.

6. Termination

(a)   HTCL is entitled to immediately terminate this Agreement if Recipient fails to discharge any of its responsibilities, duties, undertakings, obligations and liabilities under this Schedule.

(b)   On expiration or termination of this Agreement for any reason, Recipient shall:

(i)   immediately consult HTCL as to whether HTCL wishes Recipient to destroy or return the Relevant Personal Data (and any copies of the Relevant Personal Data) to HTCL, and immediately follow HTCL's written directions in this regard; and

(ii)   within 7 days of a receipt of a written request from HTCL to do so, provide to HTCL a written statement signed by an officer of Recipient to the effect that upon the destruction or return (as the case may be) it has not knowingly retained in its possession or under its control, either directly or indirectly, any Relevant Personal Data or copies of the Relevant Personal Data.

7. Relevant Personal Data

(a)   All Relevant Personal Data are the property of HTCL. The collection by Recipient of any Relevant Personal Data shall not be deemed to confer any rights to the Relevant Personal Data on Recipient.

8. Right of Audit

(a)   HTCL reserves the right and the Recipient consents to the representatives of HTCL, without any further authority save that hereby irrevocably given, at reasonable times but without advance notice, to inspect the records and systems pertaining to this Agreement for the purpose of verifying that the Recipient is in compliance with the conditions set out in this Schedule.

(b)   The Recipient shall provide access to all premises and personnel, without charge, necessary to perform the inspection in a timely and efficient manner.

9. Survival of provisions

(a)   Paragraphs 5-9 survive the expiration or termination of this Agreement for any reason.