

CA INDOSUEZ (SWITZERLAND) SA, SINGAPORE BRANCH

PERSONAL DATA PRIVACY POLICY

Effective 1 July 2014

The purpose of this document (“Data Protection Policy”) is to inform you of how CA Indosuez (Switzerland) SA, Singapore Branch (the “Bank”) manages Personal Data (as defined below) which is subject to the Singapore Personal Data Protection Act (No. 26 of 2012) (“the Act”). Please take a moment to read this Data Protection Policy so that you know and understand the purposes for which we collect, use and disclose your Personal Data.

By interacting with us, submitting information to us, or signing up for any products or services offered by us, you agree and consent to the Bank and its related corporations (collectively, the “Companies”), as well as their respective representatives and/or agents (“Representatives”) (the Companies and Representatives collectively referred to herein as “the Bank”, “us”, “we” or “our”) collecting, using, disclosing and sharing amongst themselves your Personal Data, and disclosing such Personal Data to the Companies’ authorised service providers and relevant third parties in the manner set forth in this Data Protection Policy.

This Data Protection Policy supplements but does not supersede nor replace any other consents you may have previously provided to the Bank in respect of your Personal Data, and your consents herein are additional to any rights which any of the Companies may have at law to collect, use or disclose your Personal Data.

The Bank may from time to time update this Data Protection Policy to ensure that this Data Protection Policy is consistent with our future developments, industry trends and/or any changes in legal or regulatory requirements. Subject to your rights at law, you agree to be bound by the prevailing terms of this Data Protection Policy as updated from time to time and notified to you.

1. PERSONAL DATA

In this Data Protection Policy, “**Personal Data**” refers to any data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which we have or are likely to have access, including data in our records as may be updated from time to time.

Examples of such Personal Data you may provide to us include (depending on the nature of your interaction with us) your name, identity card, passport or other identification number, telephone number(s), mailing address, email address, transactional data and any other information relating to any individuals which you have provided us in any forms you may have submitted to us (including in the form of biometric data), or via other forms of interaction with you.

2. COLLECTION OF PERSONAL DATA

2.1 Generally, we collect Personal Data in the following ways:

- a) when you submit any form, including but not limited to application, declaration, proposal or referral forms;
- b) when you enter into any agreement or provide other documentation or information in respect of your interactions and transactions with us, or when you use our services;
- c) when you interact with our staff, including customer service officers, relationship managers and other representatives, for example, via telephone calls (which may be recorded), letters, fax, face-to-face meetings and email;
- d) when your images are captured by us via CCTV cameras while you are within our premises, or via photographs or videos taken by us or our representatives when you attend events hosted by us;
- e) when you use our services provided through online and other technology platforms, such as eS2i and websites, including when you establish any online accounts with us;
- f) when you request that we contact you, be included in an email or other mailing list; or when you respond to our request for additional Personal Data, our marketing programs and other initiatives;
- g) when you are contacted by, and respond to, our representatives, agents and other service providers;
- h) when you submit an employment application or when you provide documents or information including your resume and/or curriculum vitae in connection with any appointment as an officer, director, representative or any other position;
- i) when you use our electronic services such as eS2i or interact with us via our websites;

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- j) when we seek information about you and receive your Personal Data in connection with your relationship with us, including for banking products, insurance policies or job applications, for example, from business partners, public agencies, your ex-employer and the relevant authorities; and/or
 - k) when you submit your Personal Data to us for any other reason.

When you browse our website, you generally do so anonymously but please see the section below on cookies. We do not, at our website, automatically collect Personal Data, including your email address unless you provide such information or log in with your account credentials.

If you provide us with any Personal Data relating to a third party (e.g. information on your customers, spouse, children, parents, employees, representatives and/or service providers), by submitting such information to us, you represent to us that you have obtained the consent of such third party to you providing us with their Personal Data for the respective purposes.

You should ensure that all Personal Data submitted to us is complete, accurate, true and correct. Failure on your part to do so may result in our inability to provide you with products and services you have requested.

3. PURPOSES FOR THE COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL DATA

3.1 Generally, the Bank collects, uses and discloses your Personal Data for the following purposes:

- a) responding to, processing and handling your complaints, queries, requests, feedback and suggestions;
- b) verifying your identity;
- c) managing the administrative and business operations of the Companies and complying with internal policies and procedures;
- d) facilitating business asset transactions (which may extend to any mergers, acquisitions or asset sales) involving any of the Companies;
- e) matching any Personal Data held which relates to you for any of the purposes listed herein;
- f) requesting feedback or participation in surveys, as well as conducting market research and/or analysis for statistical, profiling or other purposes for us to design our products, understand customer behaviour, preferences and market trends, and to review, develop and improve the quality of our products and services;
- g) preventing, detecting and investigating crime, including fraud and money-laundering or terrorist financing, and analysing and managing commercial risks;
- h) managing the safety and security of our premises and services (including but not limited to carrying out CCTV surveillance and conducting security clearances);
- i) project management;
- j) providing media announcements and responses;
- k) organising promotional events;
- l) in connection with any claims, actions or proceedings (including but not limited to drafting and reviewing documents, transaction documentation, obtaining legal advice, and facilitating dispute resolution), and/or protecting and enforcing our contractual and legal and rights obligations;
- m) managing and preparing reports on incidents and accidents
- n) complying with any applicable rules, laws and regulations, codes of practice or guidelines or to assist in law enforcement and investigations by relevant authorities; and/or
- o) any other purpose relating to any of the above

These purposes may also apply even if you do not maintain any account(s) with us, or have terminated these account(s).

In addition, the Bank collects, uses and discloses your Personal Data for the following purposes depending on the nature of our relationship:

- p) If you are a prospective customer:
 - i. evaluating your financial and banking needs and providing recommendations to you as to the type of products and services suited to your needs;
 - ii. assessing and processing any applications or requests made by you for products and services offered by the Bank; and/or
 - iii. any other purpose relating to any of the above.
- q) If you are a beneficial owner, guarantor, security provider or an appointed representative (including but not limited to a mandate holder or an attorney under a power of attorney):

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- i. opening, maintaining or closing of accounts and our establishing or providing banking services to you;
 - ii. facilitating the continuation or termination of the banking relationship or the daily operation of the services and credit and trading facilities and providing client servicing (including but not limited to responding to individual requests by customers, mailing services, conveyancing services, reporting services, clearing services, reconciliation services and providing customer satisfaction);
 - iii. carrying out client reviews, for example, annual reviews of your portfolio;
 - iv. to establish your financial situation, risk profile, investment experience and investment objectives to help you consider the suitability of the products you have invested or intend to invest;
 - v. providing electronic banking services (including but not limited to eS2i);
 - vi. facilitating the transfer of funds within the Bank banking accounts or from the Bank accounts to external banking accounts and vice versa;
 - vii. ensuring the ongoing credit worthiness of customers;
 - viii. administering exceptional approvals, fee adjustments or waivers;
 - ix. managing investment products (which includes funds, treasury products, shares, bonds, structured products, commodities, foreign exchange, and other investment products which the Bank may make available from time to time), and providing custody services;
 - x. customer outreach and relationship management;
 - xi. meeting or complying with any applicable rules, laws, regulations, codes of practice or guidelines issued by any legal or regulatory bodies which are binding on the Bank (including but not limited to disclosures to regulatory bodies, conducting audit checks, surveillance and investigation, or customer due diligence);
 - xii. archival management (including but not limited to warehouse storage and retrievals);
 - xiii. providing cheque deposit and issuance services;
 - xiv. providing loans and overdraft facilities (including but not limited to the evaluation of credit risks and enforcement of repayment obligations);
 - xv. administering bancassurance products (including but not limited to the maintenance, management and operation of the products and services, communication with policy holders, and processing of any claims and payments arising under the respective policies);
 - xvi. administering fund services (including but not limited to the maintenance, management and operation of the services, and communication with investors);
 - xvii. administering and facilitating any offer of or other transactions dealing with securities, derivatives or other instruments or investments, and the execution of such transactions on a trading system or platform; and/or
 - xviii. any other purpose relating to any of the above.

r) If you are a bancassurance customer:

- i. processing and sending or receiving documents in respect of your insurance application;
- ii. administering, maintaining, managing and operating the products and services offered to you, including reinsured products by other companies;
- iii. sending updates and administrative notices to you in relation to the products and services used by you, including notification of maturity of payments and maturity of policies;
- iv. underwriting of policy risks;
- v. assessing and processing of any claims arising under your policy;
- vi. collecting premiums and debt collection; and/or
- vii. any other purpose relating to any of the above.

s) If you are an employee or agent of a referrer or other intermediary:

- i. marketing and leads management;
- ii. processing commission remuneration; and/or
- iii. any other purpose relating to any of the above.

t) If you are an employee, officer or owner of an external service provider or vendor outsourced or prospected by the Bank:

- i. managing project tenders or the supply of goods and services;
- ii. processing and payment of vendor invoices;
- iii. complying with any applicable rules, laws and regulations, codes of practice or guidelines or to assist in law enforcement and investigations by relevant authorities (which includes disclosure to regulatory bodies or audit checks); and/or
- iv. any other purpose relating to any of the above.

u) If you are a party or counterparty to a transaction (for example, a beneficiary of a fund transfer or payment):

- i. providing cash, payment and transactional services (including but not limited to the execution, settlement, reporting and/or clearing of the relevant transaction); and/or
- ii. any other purpose relating to any of the above.

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- v) If you submit an application to us as a candidate for an employment or representative position:
- i. conducting interviews;
 - ii. processing your application which includes pre-recruitment checks involving your qualifications and facilitating interviews;
 - iii. providing or obtaining employee references and for background screening;
 - iv. assessing your suitability for the position applied for;
 - v. processing staff referrals; and/or
 - vi. any other purposes relating to any of the above.
- w) If you are an existing employee of the Bank:
- i. providing remuneration, reviewing salaries and bonuses, conducting salary benchmarking reviews, staff appraisals and evaluation, as well as recognising individuals for their services and conferring awards;
 - ii. staff orientation and entry processing;
 - iii. administrative and support processes relating to your employment, including its management and termination, as well as staff benefits, including travel, manpower, business continuity and logistics management or support, processing expense claims, medical insurance applications, leave administration, training, learning and talent development, and planning and organising corporate events;
 - iv. providing you with tools and/or facilities to enable or facilitate the performance of your duties;
 - v. compiling and publishing internal directories and emergency contact lists for business continuity;
 - vi. managing corporate social responsibility projects;
 - vii. conducting analytics and research for human resource planning and management, and for us to review, develop, optimise and improve work-related practices, environment and productivity;
 - viii. ensuring that the administrative and business operations of the Bank function in a secure, efficient and effective manner (including but not limited to examining or monitoring any computer software and/or hardware installed within the Bank, your work emails and personal digital and storage devices);
 - ix. compliance with any applicable rules, laws and regulations, codes of practice or guidelines or to assist in law enforcement and investigations by relevant authorities (including but not limited to disclosures to regulatory bodies, conducting audit checks or surveillance and investigation);
 - x. administering cessation processes; and/or
 - xi. any other purposes relating to any of the above.

In addition, where permitted under the Act, the Bank may also collect, use and disclose your Personal Data for the following purposes (which we may describe in our documents and agreements as "**Additional Purposes**" for the handling of Personal Data):

- i. providing or marketing services, products and benefits to you;
- ii. matching Personal Data with other data collected for other purposes and from other sources (including third parties) in connection with the provision or offering of products and services, whether by the Bank or other third parties;
- iii. personalising your experience at the Bank's contact points with you;
- iv. sending you details of products, services, special offers and rewards, either to our customers generally, or which we have identified may be of interest to you; and/or
- v. conducting market research, understanding and analysing customer behavior and demographics for us to offer you products and services which may be relevant to your preferences and profile.

If you have provided your Singapore telephone number(s) and have indicated that you consent to receiving marketing or promotional information via your Singapore telephone number(s), then from time to time, the Bank may contact you using such Singapore telephone number(s) (including via voice calls, text, fax or other means) with information about our products and services (including discounts and special offers).

In relation to particular products or services or in your interactions with us, we may also have specifically notified you of other purposes for which we collect, use or disclose your Personal Data. If so, we will collect, use and disclose your Personal Data for these additional purposes as well, unless we have specifically notified you otherwise.

4 DISCLOSURE OF PERSONAL DATA

4.1 The Bank will take reasonable steps to protect your Personal Data against unauthorised disclosure. Subject to the provisions of any applicable law, your Personal Data may be provided, for the purposes listed above (where applicable), to the following entities or parties, whether they are located overseas or in Singapore:

- a) the Bank's related corporations;

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- b) counterparties and their respective banks, in relation to fund transfers, payments, drawing of cheques, and other transactions;
 - c) third party recipients of bank reference letters;
 - d) companies providing services relating to insurance and/or reinsurance to the Bank;
 - e) agents, contractors or third party service providers who provide operational services to the Bank, such as courier services, telecommunications, information technology, payment, payroll, processing, training, market research, storage, archival, customer support investigation services or other services to the Bank;
 - f) vendors or other third party service providers in connection with promotions and services offered by the Bank;
 - g) credit reporting agencies;
 - h) any business partner, investor, assignee or transferee (actual or prospective) to facilitate business asset transactions (which may extend to any merger, acquisition or any debt or asset sale) involving any of the Companies;
 - i) external banks, credit card companies and their respective service providers;
 - j) third party referrers;
 - k) our business partners;
 - l) our professional advisers such as our auditors and lawyers;
 - m) relevant government regulators, government ministries, statutory boards or authorities and/or law enforcement agencies, whether local or overseas, including the Monetary Authority of Singapore, the Accounting and Corporate Regulatory Authority, and the Insolvency and Public Trustee Office, to comply with any directions, laws, rules, guidelines, regulations or schemes issued or administered by any of them, as well as to comply with listing and other requirements or directions of Singapore Exchange Limited and/or any other relevant securities exchange;
 - n) surveyors, auctioneers, valuers or other third parties in relation to loans and other credit facilities such as mortgages;
 - o) universities in relation to tuition fee loan reporting;
 - p) hotels, travel agents and foreign embassies in relation to overseas travel arrangements for staff;
 - q) brokerage houses, Central Depository (Pte) Limited, fund houses, registrars, custodians, nominee banks, external banks and investment vehicles in relation to asset management and investment product settlement processing;
 - r) collection and repossession agencies in relation to the enforcement of repayment obligations for loans and other credit facilities;
 - s) foreign embassies and foreign credit reporting agencies in relation to credit reviews and the enforcement of repayment obligations for loans and other credit facilities;
 - t) telecommunications companies and any other billing entities in relation to processing the payment of bills;
 - u) commercial shops and retailers in relation to providing staff welfare benefits;
 - v) any swap repository, trade data repository, reporting agent, clearing house, centralised clearing party (including any clearing member of such clearing house or centralised clearing party), clearing broker, multilateral or other trading facility, system or platform or such other communication network or auction facility; and/or
 - w) any other party to whom you authorise us to disclose your Personal Data.

5. USE OF COOKIES

- 5.1 When you interact with us on our websites, we automatically receive and record information on our server logs from your browser. We may employ cookies in order for our server to recognise a return visitor as a unique user including, without limitation, monitoring information relating to how a visitor arrives at the website, what kind of browser a visitor is on, what operating system a visitor is using, a visitor's IP address, and a visitor's click stream information and time stamp (for example, which pages they have viewed, the time the pages were accessed and the time spent per web page).
- 5.2 Cookies are small text files stored in your computing or other electronic devices which allow us to remember you or other data about you. The cookies placed by our server are readable only by us, and cookies cannot access, read or modify any other data on an electronic device. All web-browsers offer the option to refuse any cookie, and if you refuse our cookie then we do not gather any information on that visitor.
- 5.3 Should you wish to disable the cookies associated with these technologies, you may do so by changing the setting on your browser. However, you may not be able to enter certain part(s) of our website.

6. DATA SECURITY

- 6.1 The Bank will take reasonable efforts to protect Personal Data in our possession or our control by making reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks. However, we cannot completely guarantee the security of any Personal Data we may have collected

from or about you, or that for example no harmful code will enter our website (for example viruses, bugs, trojan horses, spyware or adware). You should be aware of the risks associated with using websites.

- 6.2 While we strive to protect your Personal Data, we cannot ensure the security of the information you transmit to us via the Internet or when you use our electronic banking services (which includes eS2i), and we urge you to take every precaution to protect your Personal Data when you use such platforms. We recommend that you change your passwords often, use a combination of letters and numbers, and ensure that you use a secure browser.
- 6.3 If applicable, you undertake to keep your username and password secure and confidential and shall not disclose or permit it to be disclosed to any unauthorised person, and to inform us as soon as reasonably practicable if you know or suspect that someone else knows your username and password or believe the confidentiality of your username and password has been lost, stolen or compromised in any way or that actual or possible unauthorised transactions have taken place. We are not liable for any damages resulting from any security breaches, on unauthorised and/or fraudulent use of your username and password.

7. CONTACTING US - FEEDBACK, WITHDRAWAL OF CONSENT, ACCESS AND CORRECTION OF YOUR PERSONAL DATA

7.1 If you:

- a) have any questions or feedback relating to your Personal Data or our Data Protection Policy;
- b) would like to withdraw your consent to any use of your Personal Data as set out in this Data Protection Policy;
or
- c) would like to obtain access and make corrections to your Personal Data records,

please contact your Account Officer. You may also write to our Data Protection Officer as follows:

Data Protection Officer
CA Indosuez (Switzerland) SA, Singapore Branch
168 Robinson Road
#23-03 Capital Tower
Singapore 068912

Please note that if your Personal Data has been provided to us by a third party, you should contact such party directly to make any queries, feedback, and access any correction requests to the Bank on your behalf.

If you withdraw your consent to any or all use of your Personal Data, depending on the nature of your request, the Bank may not be in a position to continue to provide its products or services to you, or administer any contractual relationship already in place. Any withdrawal of consent may also result in the termination of any agreements you have with the Bank and you being in breach of your contractual obligations or undertakings. The Bank's legal rights and remedies in such event are expressly reserved.

8. GOVERNING LAW

This Data Protection Policy and your use of our website shall be governed in all respects by the laws of Singapore.