

HAITONG INTERNATIONAL SECURITIES (SINGAPORE) PTE. LTD.

HAITONG INTERNATIONAL ASSET MANAGEMENT (SINGAPORE) PTE. LTD.

HAITONG INTERNATIONAL FINANCIAL PRODUCTS (SINGAPORE) PTE. LTD.

(collectively, the “Companies” and each a “Company”)

## DATA PROTECTION POLICY

### 1 BACKGROUND

- 1.1 Our Company wants to provide the best service possible to our clients.
- 1.2 One way that we do this is by using client information to provide our clients with convenient access to the right products and services. We also recognise that our clients have important expectations regarding the use of that information.
- 1.3 Safeguarding client information is a matter that we take seriously. That is why we have set forth the following principles to affirm our long-standing commitment to confidentiality.
- 1.4 From time to time, it is necessary for clients to supply our Company with data which are Personal Data (as defined below) subject to the Singapore Personal Data Protection Act 2012 (No. 26 of 2012) (the “PDPA”). The purpose of this data protection policy document (“Policy”) is to inform you, our client, of how we manage Personal Data. Please take a moment to read this Policy carefully so that you know and understand the purposes for which we collect, use and disclose your Personal Data.

### 2 PERSONAL DATA

- 2.1 Generally, we collect personal data that is linked to an individual, and “Personal Data”, in this Policy, 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.
- 2.2 Examples of such Personal Data include an individual’s name, address, phone number and email address. This is not an exhaustive list and we may collect other types of Personal Data from you.

### 3 PURPOSES FOR COLLECTION, USE AND/OR DISCLOSURE OF PERSONAL DATA

- 3.1 Generally, we collect, use and/or disclose your Personal Data for the following purposes:

- (a) the daily operation of providing financial products, services and/or facilities to you;
- (b) assessing, processing, confirming and fulfilling any applications or requests made by you for products, services and/or facilities offered by us and/or facilitating other transactions for you;
- (c) opening, administering and/or maintaining your account(s) (including the maintenance of records of your instructions, whether through phone recordings, written instructions, documents and/or instructions given via electronic or other means)
- (d) administering, maintaining and managing the products, services and/or facilities offered to you;
- (e) communicating with you to inform you of changes and updates to our policies, terms and conditions and other administrative information;
- (f) conducting identity and/or credit checks and/or verification of your instructions;
- (g) providing or obtaining references and identification, verification and background screening;
- (h) enabling other institutions or entities to conduct credit checks and collect debts;
- (i) ascertaining clients' ongoing creditworthiness and financial needs;
- (j) determining the amount of indebtedness owed to or by you and collecting amounts outstanding from you and any party providing security for your obligations;
- (k) executing and processing your instructions to us;
- (l) attending and/or responding to your questions, requests, complaints or feedback;
- (m) providing research reports and other information on products and services, materials and documents for general information purposes;
- (n) marketing financial services or related products to you, including providing you with marketing, advertising and promotional information, materials and/or documents relating to services or facilities offered by us, whether presently or in future;
- (o) complying with the obligations, requirements and/or arrangements for disclosure and use of Personal Data applicable to us, or that is expected to be complied with by us or any Group Company (as defined below) as required:
  - (1) for us or any Group Company (as defined below) to comply with any laws, regulations, orders, judgments, guidelines, policies, measures, arrangements, requests or other requirements issued by any legal, regulatory, governmental, tax, enforcement, administrative or statutory authority, stock exchange or

clearing house, or other self-regulatory or industry bodies or associations both within and outside Singapore, including but not limited to the PRC (collectively, the "**Regulatory Authorities**", and each, a "**Regulatory Authority**");

- (2) for us or any Group Company to comply with any present or future contractual or other commitment with the Regulatory Authorities that is assumed by or imposed on us or any of our Group Companies by reason of our or any Group Company's financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant Regulatory Authorities;
- (p) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing Personal Data and information within us or any of our Group Companies and/or any other use of Personal Data and information in accordance with any group-wide programmes for compliance with know-your-client ("KYC") obligations, sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (q) complying with or enforcing the terms and conditions of any contract or agreement entered into by or on behalf of us or any of our Group Companies or to which we are otherwise bound or are obliged to observe;
- (r) facilitating group management/supervision including, without limitation, the conduct of internal audit and risk management;
- (s) enabling an actual or proposed assignee of our Company or participant or sub-participant of our Company's rights in respect of the individual to evaluate the transaction intended to be the subject of assignment, participation or sub-participation;
- (t) protecting and defending rights, interests and/or property of our Company or any of our Group Companies, and enforcing our legal and/or contractual rights against you;
- (u) obtaining of professional advice, conducting of audit and investigations and managing of risks;
- (v) identifying clients and other individuals for login to websites, portals and other online services provided or to be provided by or on behalf of our Company;
- (w) for disaster recovery, business continuity, information security, or emergency communications purposes;
- (x) internal or external reporting;
- (y) data archival and warehousing;
- (z) all other purposes incidental to the foregoing.

- 3.2 We will take reasonable steps as required under the PDPA to protect your Personal Data against unauthorised disclosure. Subject to the provisions of any applicable laws, rules and/or regulations, for the purposes listed above, your Personal Data may be disclosed to:
- (a) our Company's affiliates, including, without limitation, its direct or indirect holding companies, any direct or indirect subsidiaries of itself or of such holding companies, whether within or outside Singapore (collectively, together with the Company, referred to as "Group Companies" and each a "**Group Company**") and any of their officers, employees, advisers, agents and representatives;
  - (b) any other person under a duty of confidentiality to us and any of our Group Companies which has undertaken to keep such information confidential;
  - (c) any financial institution with which you have or propose to have dealings;
  - (d) authorised agents, contractors or third-party service providers to any of our Group Companies, which include third parties who provide administrative, telecommunications, information technology, transaction and data processing, payment or securities clearing, credit information, debt collection, legal, custodial services and/or other support services to any of our Group Companies;
  - (e) any party giving or proposing to give a guarantee or third party security to guarantee or secure your obligations and liabilities;
  - (f) credit reference agencies, and in the event of default, to debt collection agencies;
  - (g) our professional advisers such as accountants, auditors and lawyers;
  - (h) any person, body or authority to whom we or any of our Group Companies are under an obligation or otherwise required, advised, recommended or expected to make disclosure under the requirements of any laws, regulations, orders, judgments, guidelines, policies, measures, arrangements, requests or other requirements issued by a Regulatory Authority binding on or applying to us or any of our Group Companies; and
  - (i) any other party to whom you authorise, request or consent to us to disclose your Personal Data to.
- 3.3 To the extent that we may need to transfer Personal Data outside of Singapore, whether to any Group Company, business partners or third party service providers or simply data storage facilities, we shall do so in accordance with the PDPA to ensure that we provide a standard of protection to Personal Data so transferred that is comparable to the protection under the PDPA. However, such Personal Data and information may be processed, stored or maintained in accordance with the local data protection laws, rules and regulations applicable in the relevant jurisdiction.

#### 4 CONSENT

- 4.1 By interacting with us, submitting information to us, or opening an account with us, you are deemed to agree and consent to the collection, use, disclosure and/or sharing of your Personal Data, in the manner set forth in this Policy.

#### 5 WITHDRAWAL OF CONSENT

- 5.1 If you wish to withdraw your consent to the collection, use or disclosure of any of your Personal Data, you may do so in writing addressed to our Data Protection Officer at the address stated below.
- 5.2 You may withdraw your consent for receiving marketing, advertising and promotional information, materials and/or documents by contacting our Data Protection Officer at the address stated below. Please kindly note that once we receive confirmation that you wish to withdraw your consent for marketing or promotional materials/communication, it may take up to 30 working days for your withdrawal to be reflected in our systems. Therefore, you may still receive marketing or promotional materials/communication during this period of time.
- 5.3 If you withdraw your consent to any or all collection, use or disclosure of your Personal Data, then depending on the nature and extent of the withdrawal, you hereby acknowledge that we may be unable to initiate or continue to provide services and/or facilities to you, or administer any contractual relationship(s) in place. Such withdrawal may result in the termination of any accounts, agreements and/or contractual relationship(s) you may have with our Company or any of our other Group Companies. All legal rights and remedies of each Group Company are expressly reserved in such termination and any subsequent event.
- 5.4 You may contact the Data Protection Officer for more information regarding the implications of withdrawing consent.

#### 6 ACCESS AND CORRECTION

You are entitled to certain access and correction rights to your Personal Data. We may at our discretion charge a reasonable fee for this. In exceptional circumstances, we are entitled to deny you access to your Personal Data and in such an event, we will endeavour to provide an explanation in accordance with the PDPA.

#### 7 RETENTION OF PERSONAL DATA

Personal Data will be held for as long as it is necessary to fulfill the purpose for which it was collected, or as required or permitted by applicable laws, rules and regulations. We shall cease to retain Personal Data, or remove the means by which the Personal Data can be associated with particular individuals, as soon as it is reasonable to assume that the

purpose for which that Personal Data was collected is no longer being served by retention of the Personal Data and retention is no longer necessary for legal or business purposes.

## 8 ACCURACY

In order to ensure that your Personal Data is current, complete and accurate, please update us by contacting us (see below for the contact information of our Data Protection Officer).

## 9 DATA PROTECTION OFFICER

If you (a) have any questions, requests, complaints or feedback relating to your Personal Data or this Policy; (b) would like to withdraw your consent to any use of your Personal Data as set out in this Policy; or (c) would like to obtain access and make corrections to your Personal Data records, please contact our Data Protection Officer via the following contact details:

Email : [dataprotection.sg@htisec.com](mailto:dataprotection.sg@htisec.com)

Phone : (65) 6536 1920

Write in : Data Protection Officer  
6 Battery Road, #12-04, Six Battery Road  
Singapore 049909

## 10 PREVAILING TERMS

For the avoidance of doubt, this Policy forms a part of the terms and conditions governing your relationship with us and should be read in conjunction with such terms and conditions ("Terms and Conditions"). In the event of any conflict or inconsistency between the provisions of this Policy and the Terms and Conditions, the provisions of the Terms and Conditions shall prevail.

## 11 GENERAL

11.1 We may from time to time update this Policy to ensure that it is consistent with our future developments, industry trends and/or any changes in legal or regulatory requirements. If any material revision is made to this Policy, you will be notified in writing.

11.2 This Policy shall be governed in all respects by the laws of Singapore.

11.3 For more information on the PDPA or to contact the Personal Data Protection Commission (PDPC) please visit <http://www.pdpc.gov.sg>