

PRIVACY STATEMENT

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This Privacy Statement ("**Policy**") sets out the basis which *KEXIM GLOBAL (SINGAPORE) LTD.* ("**KGS**", "**we**", "**us**", or "**our**") may collect, use, disclose or otherwise process personal data of our customers in accordance with the Personal Data Protection Act 2012 of Singapore ("**PDPA**"). This Policy applies to personal data in our possession or under our control, including personal data in the possession of organisations which we have engaged to collect, use, disclose or process personal data for our purposes.

PERSONAL DATA

1. As used in this Policy:

"**customer**" means a corporate, institution or entity (a) with whom we establish or intend to establish business relations; or (b) for whom we undertake or intend to undertake any transaction without an account being opened; including individuals connected to a customer but not limited to authorized signatories, beneficial owners, directors, officers, employees or staff members, control persons, guarantors; and

"**personal data**" means data, whether true or not, about a customer 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.

2. Depending on the nature of your interaction with us, some examples of personal data which we may collect from you include without limitation full name (including any aliases), unique identification numbers such as NRIC or passport, residential address, email address, telephone number, nationality, gender, date of birth, proof of address, specimen signature, financial information, photographs and video images.
3. Other terms used in this Policy shall have the meanings given to them in the PDPA (where the context so permits).

COLLECTION, USE, DISCLOSURE AND PROCESSING OF PERSONAL DATA

4. We generally do not collect your personal data unless (a) it is provided to us voluntarily by you directly or via a third party who has been duly authorised by you to disclose your personal data to us (your "**authorised representative**") after (i) you (or your authorised representative) have been notified of the purposes for which the data is collected, and (ii) you (or your authorised representative) have provided written consent to the collection and usage of your personal data for those purposes, or (b) collection and use of personal data without consent is permitted or required by the PDPA or other laws. We shall seek your consent before collecting any additional personal data and before using your personal data for a purpose which has not been notified to you (except where permitted or authorised by law).
5. We may collect, use, disclose and/or process your personal data for any or all of the following purposes:
 - (a) operating our website and/or its subdomains ("**Website**");
 - (b) performing obligations in the course of or in connection with our provision of the goods and/or services requested by you;
 - (c) verifying your identity or information contained in the customer application form or other onboarding document, in order to conduct customer due diligence (whether prior to establishing business relations, for ongoing monitoring or

- otherwise) to such standards as KGS is required to observe under applicable laws and regulations;
- (d) account opening and ongoing account administration and maintenance, and managing your relationship with us;
 - (e) financial reporting, regulatory reporting, management reporting, risk management, audit and record keeping purposes;
 - (f) responding to, handling, and processing queries, requests, applications, complaints, and feedback from you;
 - (g) complying with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;
 - (h) storing, hosting, backing up (whether for disaster recovery or otherwise) of your personal data, whether within or outside Singapore;
 - (i) sending you information about any administrative changes, updates and/or amendments to our policies, terms and conditions;
 - (j) organising events or other marketing / promotional activities; and/or
 - (k) any other purposes for which you have provided the information;
6. Without limiting the generality of the foregoing, we may disclose your personal data:
- (a) where necessary to enforce the Foot Note as set out on the Website;
 - (b) where such disclosure is required for performing obligations in the course of or in connection with our provision of the services requested by you; or
 - (c) to third party service providers, agents, our affiliates, related corporations and other organisations we have engaged to perform any of the functions with reference to the above mentioned purposes.
7. The purposes listed in the above clauses may continue to apply even in situations where your relationship with us (for example, pursuant to a contract) has been terminated or altered in any way, for a reasonable period thereafter (including, where applicable, a period to enable us to enforce our rights under a contract with you).
8. As the purposes for which we may / will collect, use, disclose or process your personal data depend on the circumstances at hand, such purpose may not appear above. However, we will notify you of such other purpose at the time of obtaining your consent, unless processing of your personal data without your consent is permitted by the PDPA or by law.

WITHDRAWING YOUR CONSENT

9. The consent that you provide for the collection, use, disclosure and processing of your personal data will remain valid until such time it is being withdrawn by you in writing. You may withdraw consent and request us to stop collecting, using, disclosing and/or processing your personal data for any or all of the purposes listed above by submitting your request in writing or via email to our Data Protection Officer at the contact details provided below.
10. Upon receipt of your written request to withdraw your consent, we may require reasonable time (depending on the complexity of the request and its impact on our relationship with you) to process your request. In general, we shall seek to process your request within thirty (30) calendar days from receipt of the request.
11. Whilst we respect your decision to withdraw your consent, please note that depending on the nature and scope of your request, we may not be in a position to continue providing our services to you and we shall, in such circumstances, notify you before

completing the processing of your request. Should you decide to cancel your withdrawal of consent, please inform us in writing in the manner described in clause 9 above.

12. Please note that withdrawing consent does not affect our right to continue to collect, use, disclose and process personal data where such collection, use, disclosure and processing without consent is permitted, required or falls under an exception under applicable laws.

ACCESS TO AND CORRECTION OF PERSONAL DATA

13. If you wish to make (a) an access request for access to a copy of the personal data which we hold about you or information about the ways in which we use or disclose your personal data, or (b) a correction request to correct or update any of your personal data which we hold about you, you may submit your request in writing or via email to our Data Protection Officer at the contact details provided below.
14. Please note that a reasonable fee may be charged for an access request. If so, we will inform you of the fee before processing your request.
15. We will respond to your request as soon as reasonably possible. In general, our response will be within thirty (30) calendar days from receipt of your request. Should we not be able to respond to your request within thirty (30) days after receiving your request, we will inform you in writing within that period of the time or date by which we will be able to respond to your request.

PROTECTION OF PERSONAL DATA

16. To safeguard your personal data from unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks, we have put in place appropriate administrative, physical and technical measures such as authentication and access controls (such as good password practices, need-to-basis for data disclosure, etc.), encryption of data, data anonymisation, up-to-date antivirus protection, regular patching of operating system and other software, web security measures against risks, usage of one time password(otp)/2 factor authentication (2fa)/multi-factor authentication (mfa) (where applicable) to secure access, and security review and testing performed regularly. Notwithstanding this, we cannot assume responsibility for any unauthorised use of your personal data by third parties which are wholly attributable to factors beyond our control.
17. You should be aware, however, that no method of transmission over the Internet or method of electronic storage is completely secure. While security cannot be guaranteed, we strive to protect the security of your information and are constantly reviewing and enhancing our information security measures.

ACCURACY OF PERSONAL DATA

18. We generally rely on personal data provided by you (or your authorised representative). In order to ensure that your personal data is current, complete and accurate, please update us if there are changes to your personal data by informing our Data Protection Officer in writing via email at the contact details provided below.

RETENTION OF PERSONAL DATA

19. We may retain your personal data for as long as it is necessary to fulfil the purpose for which it was collected, or as required or permitted by applicable laws.
20. We will cease to retain your personal data, or remove the means by which the data can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the purpose for which the personal data was collected, and is no longer necessary for legal or business purposes.

TRANSFERS OF PERSONAL DATA OUTSIDE OF SINGAPORE

21. We generally do not transfer your personal data to countries outside of Singapore. Where we transfer your personal data to a country or territory outside Singapore, it will be on the basis that:
 - (a) we have obtained your consent to do so;
 - (b) the transfer is necessary for the performance of or to enter into a contract between us; or
 - (c) the transfer is necessary for the purposes permitted under the PDPA and underlying regulation;
22. In the event that we need to do so, we will take all reasonable and appropriate steps to ensure that your personal data is provided with a standard of protection that is at least comparable to that provided under the PDPA.

USE OF COOKIES

23. The Website may place and access certain cookies on your computer and/or any other electronic device used to access the Website. We use cookies to improve your experience using the Website and to improve the efficacy of our Services. We have carefully chosen these cookies and have taken steps to ensure that your privacy is protected and respected at all times.
24. Users of the Website are advised that if they wish to deny the use and saving of cookies from this Website onto their computers and/or other electronic devices, they should take the necessary steps within their internet browsers' security settings to block all cookies from this Website.
25. You can choose to delete the cookies at any time. However, you may lose any information that enables you to access the Website more quickly and efficiently including but not limited to personalisation settings.

EXTERNAL WEBSITES

26. The Website may contain links to external websites. We make no representations as to the quality, suitability, functionality or legality of the material on external websites that are linked to, or to any goods and services available from, such websites. The material is only provided for your interest and convenience. We do not monitor or investigate such external websites and we accept no responsibility or liability for any loss arising from the content or accuracy of the material and any opinion expressed in the material should not be taken as our endorsement, recommendation or opinion. This Policy does not extend to your use of such external websites. You are advised to read the privacy policy or statement of such external websites before using them.

DATA PROTECTION OFFICER

27. You may contact our Data Protection Officer if you have any enquiries or feedback on our personal data protection policies and procedures, or if you wish to make any request, in the following manner:

Data Protection Officer
KEXIM GLOBAL (SINGAPORE) LTD.
Compliance Department
Email Address : hongda.law@keximglobal.com.sg
Contact No. : +65 60221673

EFFECT OF POLICY AND CHANGES TO POLICY

28. This Policy applies in conjunction with any other notices, contractual clauses and consent clauses that apply in relation to the collection, use, disclosure and processing of your personal data by us.
29. We may revise this Policy from time to time without any prior notice. You may determine if any such revision has taken place by referring to the date on which this Policy was last updated. Your continued use of our services constitutes your acknowledgement and acceptance of such changes. You are also encouraged to visit this Website from time to time to ensure that you are well informed of our latest policies in relation to personal data protection.

Effective Date/ Last Updated: September 2024