



UNION BANCAIRE PRIVÉE

Terms and conditions relating to the Personal Data Protection Act 2012 of Singapore

These terms and conditions (the "PDPA Terms and Conditions") form part of, and are incorporated by reference into, the General Conditions and should at all times be read in conjunction with the General Conditions. These PDPA Terms and Conditions do not derogate in any way from the General Conditions, and the Bank's rights under these PDPA Terms and Conditions shall be without prejudice to other consents, authorisations, rights of disclosure and other rights of collection, use and disclosure available pursuant to the General Conditions, any agreement or under Applicable Law and nothing herein is to be construed as limiting any of these other rights.

By interacting with the Bank, submitting information to the Bank, or signing up for any products or services offered by the Bank, the Client agrees and consents to the Bank and members of the UBP Group, as well as their representatives, agents or authorised service providers (collectively referred to herein as "Bank Group") collecting, using, disclosing or processing and sharing amongst themselves the Client's personal data, and disclosing such personal data to the Bank's authorised service providers and relevant third parties in the manner set forth in the General Conditions and these PDPA Terms and Conditions.

The Bank may from time to time update and amend these PDPA Terms and Conditions. Any amended PDPA Terms and Conditions will be posted on the Bank's website at <https://www.ubp.com/en/our-offices/ubp-singapore>, and shall be binding on the Client upon such posting without further notification to the Client. The Client agrees that the Client shall be solely responsible for keeping the Client updated of any such amendments by regularly reviewing the latest version of the PDPA Terms and Conditions posted on the Bank's website. All communications, transactions and dealings with the Bank shall be subject to the latest version of these PDPA Terms and Conditions in force at the time. Capitalised terms not defined herein bear the same meaning as those contained in the General Conditions.

1 PERSONAL DATA

- 1.1. The term "personal data" shall have the same meaning in the Personal Data Protection Act 2012 of Singapore, as amended from time to time ("PDPA") which may include the Information.
- 1.2. Examples of personal data that the Bank Group may collect or that the Client may provide to the Bank Group could include names, identification numbers, contact information, photographs and video images, financial details, employment details, tax and insurance information, and banking information.

2 PURPOSES FOR THE COLLECTION, USE, DISCLOSURE And / or PROCESSING OF PERSONAL DATA

- 2.1. The Bank Group may collect, use, disclose and/or process personal data for various purposes, depending on the circumstances for which the Bank Group may/will need to process the personal data, including:
 - (a) processing the Client's application for account(s) with the Bank and / or other branches and affiliates or any of the products or services offered or distributed by the Bank (including third party products) and / or other branches and affiliates;
 - (b) evaluating the Client's financial and banking needs and providing recommendations to the Client as to the type of products and services suited to the Client's needs;
 - (c) assessing and processing any applications or requests made by the Client for products and services offered by the Bank;
 - (d) opening or continuation of accounts and establishing or providing banking services;
 - (e) facilitating the continuation or termination of the banking relationship (including but not limited to the closing of accounts);
 - (f) evaluating the Client's credit and eligibility from time to time and facilitating and carrying out due diligence checks;;
 - (g) providing the Client with the Bank's products and services;
 - (h) administering and / or managing the Client's relationship and the Client's Account(s) with the Bank (including the outsourcing of any related services or operational functions to the Bank's authorised third party service providers);
 - (i) carrying out instructions of or responding to any queries from the Client or the Client's authorised signatories or representatives;
 - (j) providing client servicing;



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- (k) performing bank account verification services for paying organisations;
- (l) handling customer feedback or complaints;
- (m) generating financial, regulatory, management or other related reports and performance of analytics;
- (n) meeting or complying with the Bank's internal policies and procedures and any applicable rules, laws, regulations, codes of practice or guidelines, orders or requests issued by any court, legal or regulatory bodies (both national and international) (including disclosures to regulatory bodies, conducting audit checks, surveillance and investigation);
- (o) complying with any obligations, requirements, guidelines or arrangements, including in relation to any interest the Client may have in any securities, financial instruments and similar rights;
- (p) record keeping, quality training and investigative or other purposes;
- (q) conducting of market research, surveys and data analysis relating to any service or product provided by the Bank (whether conducted by the Bank or jointly with another party);
- (r) preventing, detecting and investigating crime, offences or breaches including fraud, money-laundering, counter-terrorist financing and bribery;
- (s) facilitating any proposed or actual business assignment, transfer, participation or sub-participation in any of the Bank's rights or obligations in respect of the Client's relationship with the Bank;
- (t) for legal purposes such as enforcing obligations owed to the Bank or seeking professional advice (including legal advice);
- (u) determining amounts owed to or by the Client;
- (v) to collecting amounts outstanding from the Client and those providing security for the Client's obligations;
- (w) for any purposes in connection with any claims made by or against or otherwise involving the Client in respect of any services (including third party services) and credit facilities provided to the Client or other persons from whom the Client act as guarantor or for whom the Client provide third-party security, including any investigation of claims;
- (x) maintaining the security of Bank premises (including the use of security cameras on Bank premises);
- (y) to facilitate business asset transactions (which may extend to any merger, acquisition or asset sale);
- (z) to match any personal data held which relates to the Client for any of the purposes listed herein;
- (aa) any other purposes which are reasonably related to the aforesaid; and
- (bb) any other purposes which the Bank Group notifies the Client of when obtaining the Client's consent; (collectively, the "Purposes"),

and the Client hereby consents and authorises the Bank Group and its officers, employees, agents, contractors and service providers to collect, use, disclose and / or process the Client's personal data for the Purposes set out above.

2.2. Furthermore, and without prejudice to the generality of the foregoing, and where permitted under Applicable Law, the Bank Group may also collect, use, disclose and/or process personal data for any of the following purposes:

- (a) marketing and promotional activities and events of the Bank Group regarding any products, services, offers or events of the Bank Group or the Bank Group's business partners;
- (b) matching personal data with other data collected for other purposes and from other sources (including third parties) in connection with the customisation, provision or offering of services, marketing or promotions, whether by the Bank Group or other third parties;
- (c) sending the Client details of products, services, special offers and rewards, either to the Bank Group's customers generally, or which the Bank Group has identified may be of interest to the Client; and/or
- (d) conducting research, analysis and development activities (including data analytics, surveys, product and service development and/or profiling), understanding and analysing customer behaviour, location, preferences and demographics for the Bank Group to offer the Client services as well as special offers and marketing programmes which may be relevant to the Client's preferences and profile.

2.3. If the Client has provided the Bank Group with the Client's contact details and has indicated that the Client consents to receiving marketing or promotional information via the Client's contact details, then from time to time, the Bank Group may contact the Client using such contact details (including via voice calls, text, fax or other means) with information about the Bank Group's products and services.

2.4. The Client agrees that in the course of the Bank's business operations, the Bank may also disclose personal data to the Bank's third party vendors, service providers, agents, affiliates, related corporations and / or other third parties whether located in Singapore or outside of Singapore, for one or more of the abovementioned Purposes. Such third party service providers, agents, affiliates, related corporations and / or other third parties may process the Client's personal data either on the Bank's behalf or otherwise, for one or more of the above-stated Purposes.



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- 2.5. The Client may withdraw its consent by contacting the Bank using the contact details set out at paragraph 11 below. If the Client withdraw consent to any or all use of the Client's personal data, depending on the nature of the Client's request, the Bank may not be in a position to continue to provide its products and/or services to the Client or administer any contractual relationship in place, which in turn may also result in the termination of any agreements with the Bank, and the Client being in breach of its contractual obligations or undertakings. The Bank's legal rights and remedies in such event are expressly reserved.

3 DEEMED CONSENT

In addition to the matters set forth above, subject to and in accordance with Applicable Law, the Client shall be deemed to have consented to the Bank Group collecting, using, disclosing and sharing amongst themselves the Client's personal data, and disclosing such personal data to their authorised service providers and relevant third parties:

- (a) where in response to a request for the Client's personal data in connection with identified purposes, the Client voluntarily provide such personal data to the Bank Group for such purpose(s);
- (b) where the collection, use or disclosure of personal data is reasonably necessary for the conclusion and/or performance of a contract between the Client and the Bank or any other organisation entered into at the Client's request, which may include recipients of the Client's personal data not indicated in these PDPA Terms and Conditions; or
- (c) where the Bank Group has brought to the Client's attention the Bank Group's intention to collect, use or disclose the Client's personal data for identified purposes, and the Client has not taken any action to opt out within the period specified in their notices. For this purpose, the Client agree that the Bank Group may provide the Client such notices via their website, or via other forms of communication (e.g. SMS or email) based on the contact particulars that the Bank Group may have of the Client in their records from time to time.

4 OTHER BASES FOR HANDLING OR PROCESSING THE CLIENT'S PERSONAL DATA

In addition to and without limiting the consents the Client has provided to the Bank Group's collection, use and disclosure of the Client's personal data for the purposes set out elsewhere in these PDPA Terms and Conditions, where permitted by Applicable Law, the Bank may also in accordance with the requirements thereof also collect, use and/or disclose the Client's personal data as further detailed below including without the Client's further consent, where the Bank Group meet the requirements of Applicable Law:

- (a) for the Bank Group's legitimate interests or the legitimate interests of any other person, including but not limited to the purposes expressly set forth in these PDPA Terms and Conditions; or
- (b) for improving the Bank Group's products, services, processes or business, understanding customer preferences and personalising experiences and recommendations, based on the Client's personal data records with the Bank Group (regardless whether the Client is an existing or prospective customer of the Bank Group).

5 THIRD PARTY PERSONAL DATA

- 5.1. Where the Client has provided personal data relating to a third party (e.g. information of the beneficial owners, the Client's dependents, spouse, children and / or parents) ("Third Party Data") to the Bank Group, the Client represents and warrants that:
- (a) the necessary and appropriate consent of that third party has been obtained for (i) the disclosure of their Third Party Data by the Client to the Bank Group; and (ii) the collection, use and disclosure of their Third Party Data by the Bank Group for the abovementioned Purposes; and
 - (b) all Third Party Data that the Client discloses to the Bank Group are complete, accurate, true and correct. The Client will notify the Bank promptly in writing as soon as the Client becomes aware that any such Third Party Data that the Client has disclosed to the Bank Group has since been updated or is no longer accurate.
- 5.2. If the Client becomes aware that any individual whose Third Party Data the Client has disclosed to the Bank Group has withdrawn his consent as referred to in Clause 5.1(a) above, the Client shall notify the Bank in writing as soon as reasonably practicable. Upon receipt of such notice, and without prejudice to the Bank Group's other rights under law and / or the agreement(s) between the Client and the Bank, the Bank Group reserves the right to discontinue or not provide any products, services, and / or transactions to the Client that are linked to such Third Party Data.
- 5.3. The Client shall, as reasonably requested by the Bank, assist the Bank Group to comply with the PDPA and all subsidiary legislation, guidelines and notices related thereto in respect of the Third Party Data.
- 5.4. The Client will indemnify and at all times hereafter keep the Bank Group and its affiliates and their respective officers, employees and agents indemnified against any and all losses, damages, proceedings, costs, claims, demands, and liabilities (including full legal costs on a solicitor and own client basis) which may be suffered or incurred by or asserted against any one of them in respect of any breach by the Client of any of the provisions in these PDPA Terms and Conditions and / or any action or omission by the Client that causes any of them to be in breach of the PDPA.



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6 COOKIES AND RELATED TECHNOLOGIES

- 6.1. A cookie is a small text file placed on a computer or mobile device when a user visits a website or uses an app. The Bank uses cookies in some of its pages to collect information about users of the Bank's website (for example, to store users' preferences and record session information) and the information that the Bank collects may be used to ensure a more personalized service level and user experience. A pixel tag, also known as a web beacon, is an invisible tag placed on certain pages of the Bank's website and may be used in conjunction with or independently of cookies to monitor the behaviour of users visiting the Bank's website.
- 6.2. The Client understands that the Client can adjust settings on the Client's browser so that the Client will be notified when receiving a cookie. Should the Client wish to disable the cookies and pixel tags associated with these technologies, the Client may do so by changing the settings on the Client's browser. However, the Client understands that by doing so, the Client may not be able to use certain features or functions of the Bank's website.

7 THIRD PARTY WEBSITES

- 7.1. The Client acknowledges and agrees that the Bank's website may contain links to other websites which are not owned or maintained by UBP, and thus these PDPA Terms and Conditions will not apply to such third party websites. When visiting any such third party websites, the Client should read their respective privacy policies which will apply to the Client's use of those third party websites.

8 DATA SECURITY

- 8.1. The Client acknowledges and agrees that while the Bank may make reasonable efforts to protect the personal data in the Bank's possession or control by putting in place appropriate security arrangements to prevent the unauthorised access, collection, use, disclosure, copying, modification, or disposal of the Client's personal data, the Bank cannot completely guarantee the security of any personal data the Bank may have collected from or about the Client, and the Bank cannot be responsible for any unauthorised use of the Client's personal data by third parties attributable to factors beyond the Bank's control.

9 KEEPING THE CLIENT'S PERSONAL DATA ACCURATE AND UP-TO-DATE

The Client shall contact the Bank as soon as possible to enable the Bank Group to update any personal data the Bank Group has about the Client. Incomplete or outdated personal data may result in the Bank's inability to provide, or delays in providing the Client with products and services the Client has requested, or processing any requests and applications the Client may have made to the Bank.

10 CLIENT CONSENT

The Client's consent, authorisation and agreement herein are cumulative and shall be in addition to any other consent, authorisation, or agreement to disclosure that the Client may have given or may hereafter provide to the Bank Group or any rights that the Bank Group may have under Applicable Law to handle or process personal data and shall survive and continue in full force and effect for the benefit of the Bank Group and its officers, employees, agents, contractors and service provider notwithstanding the termination of one or more types of relationships between the Client and the Bank.

11 CONTACT DETAILS

If you have any queries regarding the above mentioned, we welcome you to contact our local Data Protection Officer through one of the following methods:

- (a) Singapore telephone number: (65) 67308007
- (b) Email: gdpo@ubp.ch. Attention it to the 'Data Protection Officer'.

12 GOVERNING LAW

These PDPA Terms and Conditions shall be governed in all respects by the laws of Singapore.