

In this policy ("Data Protection Policy" or "Privacy Policy"), "we", "us", "our" or "Validus" means Validus Investment Holdings Pte. Ltd., its related corporations and affiliates and their respective representatives and/or agents, and "you", "your" or "yours" means the person to whom this policy applies.

The purpose of this Data Protection Policy is to inform you of how we collect, use, disclose and otherwise process your Personal Data (as defined below), which is subject to the 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, accessing and using our website, submitting information to us, or signing up for any products or services offered by us, you agree that you have read and understood this Data Protection Policy and consent to us collecting, using, disclosing amongst ourselves your Personal Data, and disclosing such Personal Data to our 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 Validus in respect of your Personal Data, and your consents herein are additional to any rights which we may have at law to collect, use or disclose your Personal Data.

In the event of any inconsistency between different versions of this Data Protection Policy, the English version shall prevail.

Validus may from time to time revise, amend or update this Data Protection Policy to ensure that this Data Protection Policy is consistent with future developments, industry trends, applicable laws and regulations, regulatory requirements, voluntary codes, updates in technology or for any other reason. Any such revision, amendment or update will be made available on our website and will be effective immediately upon such posting. We are under no obligation to separately inform you of any such revision, and it shall be your responsibility to review this Data Protection Policy upon each access or use of our website to ensure that you are aware of any changes made by us. However, if we do make material revisions that change the way we collect, use or disclose your Personal Data, we may notify and/or make a reasonable effort to draw your attention to those changes.

Your continued access or use of our website and/or our products and services after any revised Data Protection Policy has taken effect will constitute your unconditional acceptance of such revised Data Protection Policy. All communications, transactions and dealings with us will be subject to the latest version of this Data Protection Policy in force at the relevant time.

1. PERSONAL DATA

In this Data Protection Policy, the term "Personal Data" shall carry the definition assigned to it under the Act (as amended or re-enacted 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, NRIC, 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 log in with your Singapore Personal Access (**SingPass**) or perform identification authentication confirmations using SingPass;

- (c) 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;
- (d) 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, short message service (“SMS”), face-to-face meetings, email or other mediums;
- (e) 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;
- (f) when you use our services provided through online and other technology platforms, such as websites and apps, including when you establish any online accounts with us;
- (g) 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 promotions and other initiatives;
- (h) when you are contacted by, and respond to, our marketing representatives and agents and other service providers.
- (i) 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;
- (j) when you use our electronic services, or interact with us via our websites or use services on our websites;
- (k) when we seek information about you and receive your Personal Data in connection with your relationship with us, including for financing products, insurance policies or job applications, for example, from business partners, public agencies, your ex-employer, the relevant authorities, and publicly available sources including credit bureaus; and
- (l) when you submit your Personal Data to us for any other reason or upon request by us.

2.2 When you browse our website, you generally do so anonymously but please see the section below on cookies. We may also use cookies to collect, use or disclose Personal Data. 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.

2.3 If you provide us with any Personal Data relating to a third party (e.g. information on your customers, spouse, children, parents, and/or employees), by submitting such information to us, you represent and warrant 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 shall notify us immediately upon becoming aware of any withdrawal by any individual of his/her consent to the collection, processing, use and/or disclosure by Validus of his/her Personal Data provided to Validus.

2.4 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. By accessing, using or continuing to access or use the website and/or our products and services, you confirm, and represent and warrant to us, that any information provided by you to us (including Personal Data) is correct, accurate, up to date and complete.

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

3.1 Generally, Validus 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 our administrative and business operations and complying with internal policies and procedures;



- (d) facilitating our business asset transactions (which may extend to any mergers, acquisitions or asset sales);
- (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 rights and 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
- (o) any other incidental business purposes relating to or in connection with the above.

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

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

- (a) If you are a corporate customer, private investor, beneficial owner, guarantor, security provider or an appointed representative (including but not limited to a power of attorney):
 - (i) evaluating your financial 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 Validus;
 - (iii) opening, maintaining or closing of accounts and our establishing or providing financing services to you;
 - (iv) where account or relationship managers or agents have been assigned to service your account or portfolio, using your telephone number(s) to contact you from time to time in order to take your instructions, and/or provide you with information, updates, or recommendations and / or in accordance with the terms and conditions of our agreement with you;
 - (v) facilitating the continuation or termination of the financing relationship or the daily operation of the services 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);

- (vi) carrying out client reviews, for example, annual reviews of your portfolio;
 - (vii) to facilitate transactions on the platform or in connection with the services (including for any third party insurance, and other services related matters);
 - (viii) facilitating the transfer of funds within Validus accounts or from Validus accounts to external accounts and vice versa;
 - (ix) ensuring the ongoing credit worthiness of customers;
 - (x) administering exceptional approvals, fee adjustments or waivers;
 - (xi) providing offers and promotions in relation to co-branded products and services which you have applied for;
 - (xii) customer outreach and relationship management;
 - (xiii) 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 Validus (including but not limited to disclosures to regulatory bodies, conducting audit checks, surveillance and investigation, or customer due diligence);
 - (xiv) archival management (including but not limited to warehouse storage and retrievals);
 - (xv) providing financing services (including but not limited to the evaluation of credit risks and enforcement of repayment obligations);
 - (xvi) administering financing services (including but not limited to the maintenance, management and operation of the services, and communication with investors); and
 - (xvii) any other purpose relating to any of the above.
- (b) If you are an employee, business partner, sole proprietor, investor, proxy voter, corporate shareholder, guardian, director, nominee director or guarantor, agent or representative of an organisation that is a business customer or otherwise has a corporate relationship with Validus:
- (i) opening or continuation of accounts and establishing or providing financing services;
 - (ii) facilitating the daily operation of the services (including but not limited to providing loans, gathering deposits, transferring funds, processing trades, reporting and/or clearing of trades, updating contact details of investors and investees, corporate action processing and entering into ancillary arrangements relating thereto);
 - (iii) facilitating the continuation or termination of the financing relationship (including but not limited to the closing of accounts);
 - (iv) managing investment financing (including but not limited to capital markets, corporate finance services and financing by mezzanine capital services);
 - (v) managing investment products;
 - (vi) networking to maintain customer relationship;
 - (vii) providing client servicing (including but not limited to providing customer satisfaction, proxy voting and merchant servicing);



- (viii) facilitating and carrying out due diligence checks;
 - (ix) administering fund services (including but not limited to the maintenance, management and operation of the services, and communication with investors);
 - (x) complying 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, surveillance and investigation, or customer due diligence);
 - (xi) processing commission remuneration for sales representatives;
 - (xii) providing loans and overdraft facilities (including but not limited to the evaluation of credit risks and enforcement of repayment obligations); and
 - (xiii) any other incidental business purposes relating to or in connection with the above.
- (c) If you are an employee or agent of a referrer or other intermediary:
- (i) marketing and leads management;
 - (ii) processing commission remuneration; and
 - (iii) any other incidental business purposes relating to or in connection with the above.
- (d) If you are an employee, officer or owner of an external service provider or vendor outsourced or prospected by Validus:
- (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
 - (iv) any other incidental business purposes relating to or in connection with the above.
- (e) If you are a Validus shareholder:
- (i) maintaining statutory registers and to manage the publication of shareholder statistics on annual reports and circulars;
 - (ii) providing shareholding listing for preference shares, subordinated debt and senior term issuances;
 - (iii) facilitating the implementation of projects (including but not limited to seeking approvals for new investments, additional fund raising exercises or bonus);
 - (iv) processing claims (including but not limited to processing claims for unclaimed cash distribution); and
 - (v) any other incidental business purposes relating to or in connection with the above.
- (f) 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



- (ii) any other incidental business purposes relating to or in connection with the above.
- (g) 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
 - (vi) any other incidental business purposes relating to or in connection with the above.
- (h) If you are an existing employee of Validus:
 - (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 Validus function in a secure, efficient and effective manner (including but not limited to examining or monitoring any computer software and/or hardware installed within Validus, 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
 - (xi) any other incidental business purposes relating to or in connection with the above.
- (i) If you sit on the Validus Board of Directors:
 - (i) facilitating appointment to the Board (including but not limited to managing the publication of directors' statistics on annual reports and circulars);



- (ii) complying 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 or conducting due diligence);
- (iii) administrative matters (including but not limited to the maintenance of statutory registers and lodgement of directors' fee);
- (iv) managing insurance programmes; and
- (v) any other incidental business purposes relating to or in connection with the above.

3.3 In addition, where permitted under the Act, Validus may also collect, use and disclose your Personal Data for the following purposes:

- (a) providing or marketing services, products and benefits to you, including promotions, loyalty and reward programmes;
- (b) 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 Validus or other third parties;
- (c) administering contests and competitions, and personalising your experience at Validus's touchpoints;
- (d) 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
- (e) conducting market research, understanding and analysing customer behaviour, location, preferences and demographics for us to offer you products and services as well as special offers and marketing programmes which may be relevant to your preferences and profile.

3.4 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, Validus may contact you using such Singapore telephone number(s) (including via voice calls, text, fax, SMS, or other means) with information about our products and services (including discounts and special offers).

3.5 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 Validus 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. Please be assured that when we disclose your Personal Data to such parties, we require them to ensure that any Personal Data disclosed to them are kept confidential and secure.

- (a) Validus's related corporations;
- (b) any person or entity employed by or on behalf of Validus or is a part of or related to any group of companies of which Validus forms part or is affiliated to;
- (c) any person or entity to whom Validus is under an obligation or otherwise required to make disclosure pursuant to any applicable laws and regulations, including disclosure to courts, tribunals, and/or legal, regulatory, tax and government authorities and stock exchanges;
- (d) counterparties and their respective banks in relation to fund transfers, payments, drawing of cheques, and other transactions;



- (e) third party recipients of bank reference letters;
- (f) companies providing services relating to insurance and/or reinsurance to Validus;
- (g) agents, contractors or third party service providers who provide operational services to Validus, such as courier services, telecommunications, information technology, payment, payroll, processing, training, market research, storage, archival, customer support investigation services or other services to Validus;
- (h) vendors or other third party service providers in connection with promotions and services offered by Validus;
- (i) credit reporting agencies (including without limitation Credit Bureau (Singapore) Pte Ltd) as well as the members of such credit bureau;
- (j) other relevant third parties in connection with the use of the Validus' platform (e.g. banks, financial intermediaries, insurers, reinsurers, and other P2P platforms);
- (k) 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 Validus;
- (l) external banks, credit card companies and their respective service providers;
- (m) third party referrers;
- (n) our co-brand and other business partners;
- (o) our professional advisers such as our auditors and lawyers;
- (p) 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;
- (q) any party for purposes of conducting checks with the Do Not Call Registry;
- (r) any party for purposes of meeting or complying with Validus' internal policies and procedures;
- (s) hotels, travel agents and foreign embassies in relation to overseas travel arrangements for staff;
- (t) the Central Provident Fund Board and its agent banks in relation to CPF investment products, payment schemes and processing excess payment refunds;
- (u) Credit Counselling Singapore, and collection and repossession agencies in relation to the enforcement of repayment obligations for loans and other credit facilities;
- (v) foreign embassies and foreign credit reporting agencies in relation to credit reviews and the enforcement of repayment obligations for loans and other credit facilities;
- (w) external business and charity partners in relation to corporate promotional events;
- (x) telecommunications companies, the National Trades Union Congress, Singapore Press Holdings, local town councils and any other billing entities in relation to processing the payment of bills;
- (y) commercial shops and retailers in relation to providing staff welfare benefits; and
- (z) any other party to whom you authorise us to disclose your Personal Data to.



4.2 Whenever we transfer your Personal Data to any entity located in a jurisdiction outside of Singapore, Validus will such steps, as appropriate, to ensure that such data transferred is accorded a similar standard of protection that is at least comparable to that under the PDPA.

5. USE OF COOKIES

5.1 When you interact with us on our website, we automatically receive and record information on our server logs from your browser. Cookies are small text files stored in your computing or other electronic devices which allow us to remember you or other data about you. 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). 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.

5.2 You may disable our use of cookies by configuring your cookies settings on your browser. However, if you do so, you may not be able to access certain part(s) of our website or may not be able to enjoy the full user experience of our website.

6. DATA SECURITY AND PROTECTION

6.1 Validus 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 financing services (which includes Validus' website and through an online platform such as mobile apps), 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. You agree that you will not hold us liable for any disclosure of data provided by you resulting from events and circumstances beyond our control.

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.

6.4 The Personal Data that we collect from you will be retained by us for so long as it is necessary for us to carry out the purposes set out in this Data Protection Policy, or as required or permitted by applicable laws and regulations.

6.5 In the event of the occurrence of a data breach of your Personal Data that (i) is, or is likely to be of a significant scale (ii) or results in, or is likely to result in, significant harm to you (as assessed by us), we shall, as soon as practicable, notify you of such a breach as well as our response taken or to be taken to limit or mitigate any potential harm in relation to such a breach unless we are prevented by law from doing so or we are permitted by law from not doing so. Upon being notified, you are expected to take the necessary steps to protect yourself against such a breach.

7. THIRD-PARTY SITES

7.1 Our website may contain links to other websites operated by third parties, none of which are maintained or operated by us. We are not responsible for the privacy practices of websites operated by third parties that are linked to our website. Some of these third-party websites may be co-branded with our logo or trademark, even though they are not operated or maintained by us. We do not accept any responsibility or liability for or in relation to the policies or the content of these external websites. Once you have left our website, you should check the



applicable privacy policy of the third-party website to determine how they will handle any information they collect from you.

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

8.1 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 the collection, use or disclosure of your Personal Data as set out in this Data Protection Policy; or
- (c) would like to access and/or make corrections to your Personal Data records, kindly contact or write to our Data Protection Officer at:

Data Protection Officer

Elizabeth Yi

elizabeth@validusgrp.sg

Validus Investment Holdings Pte. Ltd.

150 Beach Road #08-03

The Gateway West

Singapore 189720

Tel: +65 6100 0610

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 and correction requests to Validus on your behalf.

8.2 Your consent provided to us for the collection, use and disclosure of Personal Data will remain valid until such time it has been withdrawn by you in writing. We may require reasonable time to process a withdrawal request and you acknowledge that such a request, depending on its nature, may result in Validus being unable to continue to provide its products or services to you or administer any contractual relationship already in place. This may also result in the termination of any agreements you have with Validus, and your being in breach of your contractual obligations or undertakings. Validus's legal rights and remedies in such event are expressly reserved. Please note that withdrawing consent does not affect our right to continue to collect, use or disclose any Personal Data where such collection, use or disclosure without consent is permitted or required under any applicable laws.

8.3 Your right of access and correction of Personal Data held by us shall be exercised in accordance with the applicable laws. Subject to applicable laws, you may make a request to us to (each, an “**Access Request**”):

- (a) confirm whether we hold your Personal Data;
- (b) be supplied with a copy of such data; and
- (c) inform you about the ways in which your Personal Data held by us had been used or disclosed by us within a year from the date of such request.

We reserve the right to charge a reasonable fee (as determined by us) deemed appropriate to enable us to respond to an Access Request. If a fee is to be charged, we will inform you of the amount beforehand and respond to your request after payment of the fee is received.

9. GOVERNING LAW

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

9.2 You irrevocably submit to the exclusive jurisdiction of the courts of Singapore in order to settle or resolve any dispute which may arise out of or in connection with this Data Protection Policy. In connection therewith, you irrevocably waive, to the fullest extent permitted by the law, any objection that any of them may now or hereafter





have to the laying by Validus of the venue of any such dispute in any such court or that any such dispute brought in any such court has been brought in an inconvenient forum.

