



## **CLSA ASIA-PACIFIC ANNEX - Personal Data Protection Laws**

### **1. Definitions and Interpretation**

- 1.1 In this Annex, capitalised terms shall have the meanings given to them in the "CLSA Asia-Pacific Terms of Business" and its "Agency Schedule" (the "**Terms of Business**").
- 1.2 References in this Annex to "we", "us" and "our" mean CLSA and, where the context requires, will also include any company in the CLSA Group, or persons connected with the CLSA Group.

### **2. Effect of Annex; Amendment of Terms of Business**

- 2.1 This Annex shall apply to you if: (a) you are a natural person or you provide us with any personal data of a natural person; and (b) your personal data will be collected, processed, stored, or otherwise used in Singapore, or transferred to or from Singapore, or dealt with in any way that may be regulated by the Singapore Personal Data Protection Act 2012 (the "PDPA") or the personal data protection laws of any other relevant jurisdictions.
- 2.2 The terms and conditions set out in this Annex shall be in addition to, and supplemental to, the terms and conditions set out in the Terms of Business and in any applicable Market Annex(es). Accordingly, the terms and conditions in this Annex are legally binding on you and the Underlying Principals.

### **3. Personal Data Protection**

- 3.1 We may need you to provide us with information about a natural person and/or information relating to any of your Account(s). Your information may also be collected or compiled in the ordinary course of your relationship with us. Such information or part thereof may constitute "personal data" under the PDPA or the personal data protection laws of other relevant jurisdictions.
- 3.2 You acknowledge and consent to our collection of your personal data for the purposes listed in paragraph 3.4 below, as may be amended from time to time as set out in our Privacy Policy posted on <https://www.clsa.com/privacypolicy-statement/> (collectively, the "Purposes" ). Where you provide us with the personal data of a natural person, you confirm that such natural person has consented to our collection of his/her personal data for the Purposes and such natural person has been informed of, and has accepted, the provisions of these terms. Each of you and the natural person shall be referred to as the "data subject" in these terms.
- 3.3 Each data subject shall be entitled to withdraw his/her consent for the collection, use or disclosure of his/her personal data at any point in time by notifying us in accordance with paragraph 4.

3.4 We may use, disclose and/or process the personal data of the data subject for any one or more of the following purposes:

- (a) processing applications for account opening, account maintenance and operations relating to your account(s), including without limitation, processing your applications or requests for services and/or products, processing your transactions, operating and closing your account(s);
- (b) providing services and products to you (including the services and products of external providers) from time to time and dealing with all matters relating to the services and products;
- (c) managing your relationship with us and/or administration of your account(s) with us including those of your Underlying Principals;
- (d) carrying out your instructions or responding to your enquiries or feedback;
- (e) conducting identity and/or credit checks, and carrying out customer due diligence and other checks and screening and ongoing monitoring that may be required under any applicable law, regulation or directive or internal policies and procedures of CLSA (including but not limited to those designed to combat bribery and corrupt practices, money laundering, terrorist financing and financial crime);
- (f) preventing, detecting and investigating fraud, misconduct, any unlawful activities whether or not requested by any relevant governmental or regulatory authorities, and analysing and managing commercial risks;
- (g) (unless you have indicated your preference to opt out) providing you with marketing, advertising and promotional information, materials and/or documents relating to banking, investment, credit and/or financial products and/or services that CLSA may be selling, marketing, offering or promoting, whether such products or services exist now or are created in the future;
- (h) complying with all applicable laws, regulations, rules, directives, orders, instructions and requests from any governmental, tax, law enforcement or other authorities (whether local or foreign);
- (i) developing new services and/or products and updating you on our products and services from time to time;
- (j) managing CLSA's infrastructure and business operations and employees and complying with CLSA's policies and procedures that may be required by applicable laws and regulations including those relating to risk control, compliance, security, audit, finance and accounting, human resources, systems and business continuity;
- (k) addressing or investigating any complaints, claims or disputes;

- (l) carrying out research, planning and statistical analysis;
  - (m) organising promotional events; and
  - (n) enforcing our legal and/or contractual rights against you including, but not limited to, recovering any and all amounts owed to us or any members of the CLSA Group.
- 3.5 In carrying out one or more of the Purposes, we may disclose the personal data of the data subject to: (i) other members of the CLSA Group; (ii) any third party service providers; (iii) our professional advisers (including our lawyers) and agents or third parties necessary for us performing/providing services to you (including our executing brokers, clearing houses and settlement agents); (iv) our auditors; (v) any person to whom disclosure is permitted or required by law or any court order; (vi) any local or foreign government agencies, regulatory authorities and statutory bodies having jurisdiction over us; and/or (vii) any successors and assigns, whether located in or outside the relevant jurisdiction. We will not disclose the personal data of the data subject for any purposes for which we have not obtained consent. Upon request by you we may provide you (where available) with the privacy policies of third parties to whom we provide your personal data.
- 3.6 In certain circumstances, we may need to transfer the personal data of the data subject outside of the relevant jurisdiction. Any such transfer of your personal data outside of the relevant jurisdiction will be carried out in accordance with the personal data protection law of the relevant jurisdiction.
- 3.7 Each data subject acknowledges and consents to the transfer of his/her personal data to other members of the CLSA Group, our third party service providers, our professional advisers, agents and to any other person, body, agency, organization or entity referred under paragraph 3.5 above, whether located in or outside of the relevant jurisdiction for the Purposes.
- 3.8 Each data subject is entitled to request details of such transfer from us at any time in accordance with paragraph 3.10.
- 3.9 We may hold the personal data of the data subject as long as it is necessary to fulfil the Purposes, or as required or permitted by applicable laws. We shall cease to retain such personal data, or remove the means by which such personal data can be associated with the data subject as soon as it is reasonable to conclude that the Purposes is no longer served by retention of such personal data and retention is no longer necessary for legal or business purposes.
- 3.10 Each data subject may contact our Data Protection Officer if he/she has any questions or issues relating to his/her personal data collected by us or wishes to have access to or correct such data. Please refer paragraph 6 below for our Data Protection Officer's contact details.



#### **4. Revocation of Consent**

If you do not wish for us to continue to use your personal data or the personal data provided by you to us for any of the Purposes at any time in the future, you shall notify us in writing to withdraw your consent in accordance with the provisions of the personal data protection laws of the relevant jurisdiction. Such notification shall be delivered to our Data Protection Officer at the address set forth in paragraph 3.10. Depending on the circumstances, your withdrawal of consent may result in our inability to provide you with the services and products that we have been offering to you, and consequently, may result in the termination of your relationship and/or account(s) with us.

#### **5. Statutory Rights**

Under relevant circumstances where the personal data protection laws of the relevant jurisdictions permits us to collect, use, process, transfer or disclose the personal data of the data subject without his/her consent, such permission or rights granted by the law shall continue to apply notwithstanding anything herein to the contrary.

#### **6. Communication**

If you have any questions or issues relating to the content of this Annex or our policy on the collection, use and disclosure of your personal data, you may contact our Data Protection Officer. Updated contact details of our Data Protection Officer are available at <https://www.clsa.com/privacy-policy-statement/> or through our local offices.

**- End -**