

DATA PROTECTION & PRIVACY POLICY (“POLICY”)

This Policy sets out the manner in which Process Agent SG Pte. Ltd. (“**PASG**”) collects, uses, manages and protects Personal Data (as defined below) in compliance with the Personal Data Protection Act 2012 (“**PDPA**”) and General Data Protection Regulation (“**GDPR**”).

PASG is committed to protecting your privacy and upholding applicable data protection legislation relating to Personal Data. This Policy applies to all Individuals (as defined below) who provide PASG with Personal Data or whose Personal Data is otherwise collected, used and/or disclosed by PASG in connection with and/or for the purposes of its business operations.

This Policy supplements but does not supersede or replace any previous consent which an Individual may have provided to PASG, nor does it affect any rights that PASG may have at law in connection with the collection, use and/or disclosure of any data.

PASG may from time to time update this Policy to ensure it is consistent with its business purposes or to accommodate future changes to applicable legal or regulatory requirements. All updates to this Policy will be published at www.processagentsg.com (“**PASG Website**”) and notifications of any material revisions will be published on the PASG Website. Subject to an Individual's rights at law, the prevailing terms of the Policy from time to time shall apply. By continuing their relationship with PASG after any amendments have been introduced and published on the PASG Website, Individuals shall be deemed to have accepted the Policy as amended.

1. Definitions:

For purposes of this Policy:

"Individual" means a natural person, whether living or deceased and "Individuals" shall be construed accordingly;

"Personal Data" means data that is capable of identifying an Individual, whether on its own or in conjunction with other data accessible to PASG;

"Personnel" means any Individual engaged under a contract of service with PASG, permanent or temporary employees as well as trainees and interns engaged by PASG from time to time; and

"Sensitive Personal Data" includes data relating to race or ethnic origin, political opinions, religion, trade union membership, physical or mental health, sexual life or criminal record.

2. Personal Data collected by PASG

PASG will only collect, use or disclose Personal Data about an Individual which it considers necessary for the relevant purposes underlying such collection, use or disclosure (for more details, please see Section 4 of this Policy). It is not our policy to seek Sensitive Personal Data, but if an Individual provides us with their Sensitive Personal Data for any reason, by doing so, they indicate their willingness for it to be used as described in this Policy unless otherwise directed at the time of disclosure. Depending on the specific nature of an Individual's interaction with PASG, the types of Personal Data which PASG may collect, use or disclose concerning an Individual may include but is not limited to:

- a. the Individual's name, gender and contact particulars, including telephone number(s), residential/ mailing address(es) and email address;
- b. details of the Individual's identification documents (such as, NRIC or passport numbers), and applicable visa or permits (such as employment pass, work permit, permanent residency status);
- c. details of the Individual's employment history and academic qualifications;
- d. the name and contact particulars of the Individual's next-of-kin;
- e. the Individual's network usage data and other information gathered automatically by our computer systems, including the Individual's computer IP address, links visited, and other activities conducted online or using our computer systems;
- f. photographs and video or CCTV recordings of the Individual; and
- g. other information which the Individual may provide to PASG, from time to time, in the course of such Individual's interaction with PASG.

3. How PASG collects Personal Data

PASG is a company providing process agency services. PASG collects Personal Data for the purpose of carrying out such services on behalf of our clients worldwide where we have a legitimate interest or other legal interest for processing such information.

Generally, PASG may collect Personal Data from an Individual in one or more of the following ways or circumstances:

- a. when the Individual interacts with PASG's Personnel via telephone calls, emails, other correspondence and/or face-to-face meetings;
- b. when the Individual visits PASG's premises;
- c. when the Individual specifically requests that PASG contact him or her or requests to be included in an email or any mailing list maintained by Watiga;
- d. when the Individual responds to any request by PASG for the provision of Personal Data;
- e. when PASG receives references or referrals from its business partners or other third parties;
- f. when the Individual attends or participates in any event organised by PASG;
- g. when the Individual submits his or her Personal Data to PASG's a potential candidate for hire or in connection with current or potential projects;
- h. when the Individual subscribes to PASG's publication(s); and/or
- i. when the Individual submits his or her Personal Data to PASG for any other reason related to PASG's ordinary course of business operations.

PASG may also compile data from searches of an Individual's professional information available in the public domain including without limitation via social media platforms such as LinkedIn, Google, Twitter, company websites, the press or other publications as part of our research and assessment.

4. Purposes of collection, use and disclosure of Personal Data

Generally, PASG collects, uses and/or discloses Personal Data from Individuals for one or more of the following purposes:

- A. Provision of services
 - a. administering and managing the Individual's relationship with PASG;
 - b. providing the Individual with information about PASG's services and/or the services of any external vendor which provides services or products in partnership or collaboration with PASG;
 - c. providing the Individual with information about PASG's recruitment or other business opportunities;

- d. responding to the Individual's complaints, queries and/or requests;
 - e. facilitating and/or organising meetings, interviews or events; and
 - f. informing the Individual of changes and/or updates to PASG's policies, terms and conditions and/or other administrative information.
- B. Security measures
- a. verifying the Individual's identity or monitoring the Individual's activities whether on PASG's premises or as may be available in the public domain; and
 - b. preventing, detecting and investigating fraud, misconduct, any unlawful action, omission or dispute, whether or not there is any suspicion of the aforementioned.
- C. General business operations of PASG
- a. staff training, quality assurance and performance evaluation;
 - b. record-keeping;
 - c. recruitment and due diligence review of Individuals;
 - d. research and consulting;
 - e. administering and managing Watiga' relationship with potential clients and/or candidates including post- placement integration support;
 - f. evaluating the suitability and eligibility of potential candidates to be engaged by PASG or by our clients; and
 - g. meeting or complying with any applicable rules, laws, regulations, codes of practice or guidelines which are binding on PASG (including but not limited to responding to regulatory complaints, disclosure to regulatory bodies and conducting audit checks, due diligence and investigations).
- D. Managing Personnel
- a. administering, managing and/or terminating PASG's relationship with Personnel;
 - b. evaluating the performance of Personnel;
 - c. undertaking staff training and quality assurance activities; and
 - d. providing Personnel with services, facilities and/or other benefits being offered or made available by PASG to such Personnel as well as information about such services, facilities and benefits.
- E. Marketing
- a. where PASG circulates PASG's publications or marketing information to an Individual or which may be disseminated to an Individual relating to services offered by PASG (whether by PASG or PASG's business partners) which PASG thinks is or may be of benefit or interest to him/her via postal mail, electronic transmission to his or her or any email address(es), and/or voice call or phone call and/or fax to his or her or any telephone number(s).
- F. Others
- a. for transfer to third party data intermediaries to facilitate any of the aforesaid purposes; and
 - b. for any other purposes in relation to which PASG has specifically obtained the Individual's consent.

5. Consent

Unless otherwise authorised under any applicable law or as set out in this Policy, PASG will not collect, use or disclose an Individual's Personal Data without his or her express consent.

PASG will take reasonable steps to highlight the purposes relevant to an Individual, by appropriate means, at the point or time of collection of the Personal Data from such Individual, including:

- a. via express provisions in contracts, application forms and/or registration forms to be signed with or submitted to PASG;
- b. via notifications on PASG's websites; and
- c. in the course of verbal communications.

Where practicable, PASG will inform the Individual of purposes that are intrinsic to the relationship between PASG or to the provision of services to such Individual, as well as purposes that are optional.

In so far as any purpose(s) are intrinsic to the relationship or provision of services, PASG reserves the right to decline to engage in the relevant relationship or to provide the relevant services to the Individual if he or she does not consent to PASG's collection, use or disclosure of his or her Personal Data for such purpose.

Individuals who:

- a. voluntarily provide their Personal Data to PASG for the specified purposes;
- b. use or access PASG's website(s) or computer network;
- c. enter PASG's premises or use any of the facilities thereon; and/or
- d. attend or participate in meetings, events or programmes organised by PASG,

shall be deemed to agree and consent to PASG collecting, using and/or disclosing their Personal Data in the manner and for the purposes set forth in this Policy.

An Individual who provides PASG with Personal Data relating to a third party for any particular purpose, represents to PASG that he/she has obtained the consent of the relevant third party to PASG collecting, using or disclosing such Personal Data for the relevant purpose.

In so far as PASG collects Personal Data of an Individual from any third party(ies), PASG may take such reasonable steps to inform the relevant third party(ies) of PASG's purposes for collecting the Personal Data and to verify that consent from the Individual has been obtained by the relevant third party(ies) to such disclosure for the intended purpose. Provided always that PASG shall not be liable for the fraud or negligence of such Individual in relation to obtaining the consent of the third party for the collection, use or disclosure of such third party's Personal Data.

Any Individual who engages PASG to carry out any work involving any jurisdictions outside Singapore, is deemed to agree to and authorise the transfer of relevant personal data records to such jurisdictions as may be necessary to give effect to such engagement. Personal data may therefore be exported to, processed and accessed in countries whose laws provide a different level of protection, which may not necessarily be comparable to that provided in Singapore.

6. Disclosure of Personal Data

In carrying out one or more of the above Purposes, PASG may be required to disclose Individuals' Personal Data to the following third parties:

- a. third party service providers, agents or external vendors providing services or products in partnership or collaboration with PASG;
- b. PASG's auditors and professional advisors;
- c. any person to whom disclosure is permitted or required by any statutory provision or law;
- d. any permitted assigns;

- e. any local or foreign regulatory body, government agency, statutory board, ministry, department or other government body and/or its officials; and/or
- f. other parties with the Individual's consent or at their direction.

7. Withdrawal of Consent

Any Individual who wishes to withdraw his or her consent to any use or disclosure of his or her Personal Data by PASG as set out in this Policy may do so by contacting PASG's Data Protection Officer at dpo@watiga.com.

Depending on the extent to which an Individual withdraws consent to the use or disclosure of his or her Personal Data by PASG, such withdrawal of consent may result in PASG's inability to continue providing its services to the Individual and may be considered a termination by the Individual of any agreement between PASG and the Individual. In such a case, PASG's rights and remedies are fully and expressly reserved.

In so far as an Individual's data is being collected by cookies, the Individual may disable the use of cookies on his or her internet browser when accessing PASG's website. However, this may result in the loss of functionality, restrict the Individual's use of the website and/or delay or affect the way in which PASG's website operates.

8. Verification of Personal Data & Notification of Changes

PASG will take reasonable steps to verify the accuracy of Personal Data received at the point of collection but Individuals remain primarily responsible and liable to ensure that all Personal Data provided by them to PASG is complete and accurate. Information voluntarily provided by an Individual to PASG shall prima facie be deemed complete and accurate.

PASG will also take reasonable steps to periodically verify Personal Data in its possession, taking into account the exigencies of its operations, but Individuals are nonetheless responsible for notifying Watiga, from time to time, of any applicable changes to such Personal Data.

PASG shall not be held liable for any inability on its part to provide services to an Individual who fails to ensure that his or her Personal Data submitted to PASG is complete and accurate or who fails to notify PASG of any relevant changes to such Personal Data.

9. Protection of Personal Data

PASG has in place reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks to Personal Data in its possession and ensure staff have training to support this.

If PASG transfers Personal Data outside Singapore, PASG takes reasonable steps to ensure the transfer of such Personal Data enjoys a standard of protection comparable to the protections required under the PDPA and GDPR and such transfer shall be subject to this Policy. PASG will take reasonable steps to ensure that third parties who receive Personal Data from PASG also protect such Personal Data in a manner consistent with this Policy and will not use such Personal Data for any purposes other than those specified by Watiga. PASG is not responsible in any way for the security and/or management of Personal Data shared by Individuals with third party websites accessible via links on Watiga's Website.

10. Contacting Watiga-Access and Correction of Personal Data

Any Individual who:

- a. has questions or feedback relating to this Policy;
- b. would like to obtain access to his or her Personal Data held by Watiga;
- c. would like to obtain information about the ways in which his or her Personal Data held by PASG has been or may have been used or disclosed by PASG in the year preceding the request;
- d. would like to update or make corrections to his or her Personal Data held by Watiga;
- e. would like to exercise other rights he or she has under applicable legislation; and/or
- f. would like to revoke consent to any applicable aspect of this Policy, should contact Watiga's Data Protection Officer at dpo@watiga.com.

Individuals should note that PASG is not required, under the PDPA, to provide access and correction to Personal Data in certain exempted situations as set out in the PDPA.

As provided for in the PDPA, PASG reserves the right to charge a reasonable fee for the handling and/or processing of access requests by an Individual pursuant to paragraphs (b) or (c) above.

11. Governing Law

This Policy shall be governed by and construed in accordance with the laws of Singapore without regard to its conflict of laws principles. Any dispute arising out of or in connection with this Policy including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this section. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator to be appointed by the SIAC. The language of the arbitration shall be English.