

To: **Applicant / Customer / Borrower / Guarantor / Property Mortgagor / Third Party Security Provider / Other Individuals**

NOTICE ON PERSONAL DATA PROTECTION ACT

Dear Valued Client,

1. The Personal Data Protection Act (No. 26 of 2012) ("**PDPA**") of Singapore regulates the collection, use and storage of personal data of individuals. Pursuant to SBIS' commitment to be compliant with the PDPA, the terms and conditions stipulated in this Notice on Personal Data Protection Act ("**Notice**") shall form a part of the terms and conditions governing your relationship with SBIS ("**General Terms and Conditions**") with effect from 2 July 2014 ("**Effective Date**").
2. Personal data ("**Personal Data**") includes any data about an individual, including applicant, guarantor, property mortgagor, security providers or customer or a director, officer, employee, shareholder of an applicant or customer (each an "**Individual**"), who can be identified from that data such as an Individual's name, NRIC, passport or other identification number, telephone numbers, address, email address and any other information that is or may be collected by SBIS through the establishment or continuation of banking facilities, accounts, services, provision of credit facilities or any other services or accommodation to customers.
3. SBIS will necessarily need to collect, use, disclose and/or process your Personal Data to allow SBIS to process, administer and/or manage your relationship with SBIS, including opening and/or continuing an account, establishing and/or continuing credit facilities and/or providing and/or continuing to provide banking, or other services from time to time. We will inform you at the relevant time if refusal to provide Personal Data means that SBIS is unable to so perform.

Permitted Purposes

4. SBIS will use your Personal Data only for one or more of the following purposes and any other directly related purposes (collectively, the "**Purposes**") and you hereby agree and consent to such use for such Purposes:
 - i. carrying out customer's instructions or responding to any enquiry from an Individual given by that Individual or on behalf of that Individual;
 - ii. the daily operation of the account, investment or other services, credit facilities or accommodation provided to customers of SBIS;
 - iii. carrying out credit checks or debt collection or assisting other financial institutions to do so;
 - iv. ensuring ongoing credit worthiness of an Individual;
 - v. conducting checks with the Do Not Call Registry;
 - vi. designing or marketing financial services or related products and providing financial advice or product recommendation for an Individual's use;
 - vii. conducting market research and data analysis relating to any service or product provided by SBIS which may be relevant to an Individual;
 - viii. offering, marketing and promoting any products, services, offers or events provided by SBIS, any member of the SBI Group or SBIS' insurance partners which may be relevant to an Individual;
 - ix. determining the amount of indebtedness owed to or by an Individual;
 - x. enforcement of any charge or security or collection of sums due from an Individual or any other persons providing security or guarantee for that Individual's obligations;
 - xi. complying with the obligations, requirements or arrangements for disclosing and using data that apply to SBIS or any member of the SBI Group or that it is expected to comply according to:
 - a) any law, regulation or by-law binding or applying to SBIS or any member of the SBI Group within or outside Singapore existing currently and in the future;
 - b) any guidelines or guidance, codes, directives, rules, circulars or such other document (whether or not having the force of law) given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Singapore existing currently and in the future; and/or
 - c) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on SBIS or any member of the SBI Group by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
 - xii. complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the SBI Group and/or any other use of data and information in accordance with any group-wide

programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;

- xiii. for reasonable internal management purposes relating to the operation of the services provided to customers of SBIS (including without limitation, the defence of claims and the monitoring of the quality and efficiency of services);
- xiv. providing or using a credit reference service or debt collection service;
- xv. preparing and providing credit reports and credit watch lists, conducting consumer credit scoring and preparing and maintaining a consumer credit database and providing access to that database;
- xvi. investigating and settling disputes, resolving complaints, and handling requests for data access or correction;
- xvii. coaching employees and monitoring for quality assurance;
- xviii. monitoring and recording of telephone calls for quality, training and security purposes;
- xix. disclosing details to remittances and wire transfers (including with limitation, the personal data of the originating customer or remitter); and/or
- xx. where any agreement, transaction or facility is assigned, transferred or novated or any participation, sub-participation or other similar arrangement made or where duties are delegated, to enabling an actual or proposed assignee, or transferee or person in whose favour the same is novated, or participant or sub-participant, delegate or successor to evaluate the transaction intended

Permitted Disclosures

5. Personal Data held by SBIS relating to you may be provided to the following third parties, whether located within or outside Singapore, but and only for the Purposes described above (“**Disclosure**”) and you hereby acknowledge and consent to such Disclosure:
- i. to and between members of the SBI Group, and their respective employees, officers and agents;
 - ii. to SBIS’ auditors, legal, tax and/or other professional advisers, consultants, insurers, insurance partners and unit trust platform partners;
 - iii. any contractor or third party that provides administrative, telecommunications, computer, payment, securities clearing or depository, settlement, custodian, professional or other directly related services selected or used by SBIS or any member of the SBI Group in relation to the operation of its business, mailing houses, telecommunication companies, marketing agents, call centres, data processing companies and information technology companies;
 - iv. to any banks of ATM5 network in connection with any dispute resolution involving ATM;
 - v. to any financial institution including without limitation, correspondent and remittance institutions with which you may have dealings with;
 - vi. to any person who is entitled to demand or request you to make disclosure;
 - vii. to any credit reference agencies and in the event of default, to any debt collection agent appointed by SBIS, as SBIS may, in its absolute discretion, deem necessary or expedient and notwithstanding that such information may be transmitted out of the jurisdiction in respect of which it was supplied and the laws concerning confidentiality, banking secrecy or data protection are more or less stringent in the place to which the information is transferred;
 - viii. to any introducer or third party who has introduced you to SBIS or vice versa for the purpose of entering into an agreement for the provision of banking or other services to you;
 - ix. to any person to whom you or SBIS or any member of the SBI Group is under an obligation or otherwise required to make disclosure under the requirements of any local or foreign law, regulation or by-law binding on or applying to SBIS or any member of the SBI Group or with which SBIS or any member of the SBI Group are expected to comply, or for any disclosure under and for the purposes of any guidelines or guidance, code, directives, rules, circulars or such other document (whether or not having the force of law) given or issued by any local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies with which are applicable to SBIS or any member of the SBI Group or with which SBIS or any member of the SBI Group are expected to comply;
 - x. to any credit bureau and parties to whom such credit bureau is permitted to disclose the same information for the purpose of the assessment of the creditworthiness of any persons;
 - xi. to a person whom SBIS believes in good faith to be you or the appointed attorney, representative or authorized signatories or otherwise any authorized person;
 - xii. to a person or a class of persons specified in the second column of the Third Schedule to the Banking Act, Chapter 19 of Singapore (as may be amended or revised from time to time) (“**Banking Act**”);
 - xiii. to you executor or administrator and their legal advisers;
 - xiv. to any person in connection with any dispute resolution where a dispute resolution centre and/or its representatives are investigating, dealing, adjudicating or mediating any complaint, query, dispute or claim in connection with you;
 - xv. to any person under a duty of confidentiality to SBIS which has undertaken to keep such information confidential;
 - xvi. to any person to whom disclosure is permitted or required by any statutory provision or law;
 - xvii. to any permitted assigns;
 - xviii. to SBIS’ successors in title;
 - xix. to any person with your express consent; and/or
 - xx. to any local or foreign regulatory body, governmental agency, statutory board, ministry departments or other government bodies and/or its office.

6. SBIS' rights of Disclosure of your Personal Data:

- i. is not, and shall not be deemed to constitute, an express or implied agreement by SBIS with you for a higher degree of confidentiality than that prescribed in Section 47 of the Banking Act and the Third Schedule to the Banking Act;
- ii. shall be in addition to and shall not be in any way prejudiced or affected by any agreement, expressed or implied, between you and SBIS;
- iii. are in addition to and without prejudice to all other rights SBIS may have under the Banking Act or any other statutes or subsidiary legislation and in law; and
- iv. will continue even if any of your accounts with SBIS is closed, any of the services provided to you by SBIS cease or any of the agreements you have with SBIS is terminated.

Miscellaneous

7. You may withdraw your consent given for the use or Disclosure of your Personal Data for any or all Purposes in writing by using the prescribed form which is available at SBIS' branches. SBIS will inform you at the relevant time if your withdrawal of consent, depending on the circumstances and the nature/extent of your withdrawal, would result in SBIS being unable to perform or provide any banking facilities, accounts, services or accommodation and hence may be considered a termination of any contractual relationship that you may have with SBIS, and/or a breach of your contractual obligations or undertakings, and SBIS' legal rights and remedies in such event are expressly reserved.
8. For the avoidance of doubt, should the PDPA allow for an organization such as SBIS to collect, use or disclose your Personal Data without the need for your consent, such permission granted by the law shall continue to apply.
9. You hereby acknowledge and agree that the signing of the application forms, the account opening documents and/or the PDPA Consent Form shall constitute and be deemed to be sufficient written permission for any such disclosure by SBIS whereby your written permission is required by law or otherwise.
10. You may submit a request for access to your Personal Data or for making correction to your Personal Data stored with SBIS or for obtaining any information regarding SBIS' policies and practices and kinds of Personal Data held by SBIS to:

Data Protection Officer
State Bank of India, Singapore
#27 - 01
80 ROBINSON ROAD
SINGAPORE 068898
Email: dpo@sbising.com

11. The relevant forms shall be downloaded from our website under Quick Links->Application Forms. SBIS has the right to charge a reasonable fee for the processing of any data access request.
12. Under these terms, "SBI Group" means any subsidiaries, related companies, holding companies, branches, head office, representative offices, associated companies of State Bank of India or any entity (whether or not corporate) owned wholly or partly by any of the aforesaid, and their respective employees, officers and agents, and includes their respective successors and assigns.
13. Capitalised terms not otherwise defined herein shall have the same meaning as in the General Terms and Conditions.
14. References herein to a 'person' include any person, firm, company, corporation, association, agency, trust or partnership.
15. The terms set out in this Notice shall be effective on and from the Effective Date. In the event of any inconsistencies between the terms set out in this Notice and the General Terms and Conditions, the terms of this Notice shall prevail.
16. Should you require any clarification to the above or generally on SBIS' policy of the collection, use and disclosure of your Personal Data, please do not hesitate to contact our data protection officer (DPO).