



PERSONAL DATA PROTECTION POLICY

OBJECTIVE

This Policy applies to all operations and business units of RichLand Global, and outlines our obligations and practices in the handling of the Personal Data we collect and hold about our customers, prospects, vendors, suppliers, partners and all others who come into contact with us, across all touch points of our business operations, including our employees and those seeking employment with us.

SCOPE

This policy is applicable for RichLand Global Pte Ltd and its affiliated entities, hereinafter referred to as "RICHLAND GROUP" and it applies to the following.

a) **All employees** including:-

- Directors appointed and/or representing RICHLAND GROUP;
- Management trainees/interns who undergo training/internship/attachment in RICHLAND GROUP;
- Temporary/contract employees and service providers who perform work or undertake activities within the premises of RICHLAND GROUP, where the person is performing such work/activity as a representative of RICHLAND GROUP;

b) Consultants - familiarize;

c) Agents - familiarize and where applicable;

1. INTRODUCTION

RichLand Global and its subsidiaries, affiliates, and associated companies (collectively termed as "**RichLand**", "**we**", "**our**", or "**us**"), respect the privacy of all individuals who come into contact with us. RichLand is committed to meeting our obligations under the Personal Data Protection Act 2012 ("**PDPA**"). For these reasons, RichLand has established this Personal Data Protection Policy ("**Policy**") which explains how we collect, use, disclose, and protect Personal Data.

2. DEFINITION

In this Policy, the following terms shall have the meanings ascribed to them:

Personal Data

Any data, whether true or not, about an individual who can be identified from that data or from that data and other information to which RichLand has or is likely to have access.

Processing:

Collecting, recording, holding or storing the Personal Data or carrying out any operation or set of operations on the Personal Data, including:

- (a) Organization, adaptation or alteration of Personal Data;
- (b) Retrieval, consultation or use of Personal Data;

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(c) Disclosure of personal data by transmission, transfer, dissemination or otherwise making available; or

(d) Alignment, combination, correction, erasure or destruction of personal data.

3. RESPONSIBILITY

3.1 All RichLand officers, employees, consultants, and representatives, whether permanent or temporary (collectively "**RichLand Personnel**"), must be aware of and use reasonable endeavors to meet the personal data protection obligations in the PDPA (as referred to at Sections 6 and 7 below) when they collect, use, disclose, process or otherwise handle Personal Data about individuals in the course of RichLand's business operations.

3.2 Except as provided in the PDPA or other applicable laws, RichLand Personnel must not collect, use or disclose Personal Data about an individual for any purpose except where the purpose has been notified to the individual and his consent obtained for the use of his Personal Data for such purpose.

3.3 Written contracts with third party service providers or vendors should contain a data protection provision which requires the third party service provider or vendor to implement measures to safeguard Personal Data which RichLand has given the third party Service Provider or Vendor access for the provision of services to RichLand, and such data protection measures implemented by the third party service provider or vendor must be at least as stringent as RichLand's own measures.

4. EFFECTIVE DATE

This Policy is effective as at 2 July 2014.

5. PURPOSE OF COLLECTION

5.1 Generally, RichLand collects, uses, and discloses Personal Data provided by customers, prospective customers, suppliers, vendors, service providers, employees, etc. for purposes relating to the products and services which we offer or require, in assessing candidate suitability for employment with us, and for our administrative, management, and human resource related purposes. These purposes include, but are not limited to:

5.1.1 Responding to enquiries regarding any products and services we offer;

5.1.2 Utilizing our bank account for application of different payment methods (e.g. cheque, telegraphic transfer, GIRO, etc.);

5.1.3 Receiving feedback and dealing with complaints;

5.1.4 Processing orders, invoicing/billing, and administering accounts;

5.1.5 Communication in relation to products and services we provide which are relevant to the existing relationship with us;

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- 5.1.6 Meeting regulatory and legal obligations;
 - 5.1.7 Development of and/or informing of RichLand's events and activities; and
 - 5.1.8 Applications for employment, performance evaluation, leave application and approval, claims and payroll process, and managing employee benefits (e.g. employee insurance coverage).
- 5.2 RichLand's personnel may, for the purposes described above, contact the individual via mail (including electronic mail), telephone, SMS or other communication applications for mobile devices, and facsimile.

6. DO NOT CALL PROVISIONS

To the extent that RichLand sends marketing messages to Singapore telephone numbers through voice calls, text messages or facsimile to customers or prospective customers, RichLand Personnel need to ensure that RichLand fully complies with the **Do Not Call Provisions** of the PDPA which, with effect from 2 January 2014, require RichLand to:

- 6.1 Obtain clear and unambiguous consent from the user or subscriber of the Singapore telephone number for the sending of the marketing message; or
- 6.2 If clear and unambiguous consent has not been obtained, check the relevant **Do Not Call Register** before sending the marketing message and received confirmation that the Singapore telephone number is not listed in the register.

On-Going Relationship Exemption

In relation to users or subscribers of Singapore telephone numbers who have an on-going relationship with RichLand (arising from the carrying on or conduct of a business or activity, whether commercial or non-commercial, by RichLand), but from whom RichLand has not obtained clear and unambiguous consent for the sending of marketing messages, RichLand Personnel can continue to send marketing messages which are related to the subject of the on-going relationship to those Singapore telephone numbers through text message or facsimile provided the user or subscriber has not:

- (a) Withdrawn his consent given to RichLand for the sending of the specified message;
- (b) Opted out of receiving the marketing message by submitting an opt-out notice through the opt-out facility made available with the marketing message; or
- (c) Indicated to RichLand that he does not consent to RichLand sending any marketing message to that Singapore telephone number.

7. PERSONAL DATA PROTECTION OBLIGATIONS

7.1 Consent Obligation

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RichLand will only collect, use, disclose and/or process Personal Data in the manner as set out below:

- (a) The consent of the individual (whether expressly given or deemed to be given) has been obtained by RichLand before collecting, using, disclosing or processing, the individual's Personal Data for a purpose;
- (b) Processing of Personal Data will be for a lawful purpose directly related to the business activities of RichLand;
- (c) Processing of Personal Data must be necessary for or directly related to that purpose; and
- (d) Processing of the Personal Data must be adequate and not excessive in relation to that purpose.

RichLand may continue to use Personal Data collected before 2 July 2014 (when the data protection provisions of the PDPA come into effect) for the purposes for which the Personal Data was collected unless the Data Subject has withdrawn his / her consent for such use or otherwise indicated to RichLand that he / she does not consent to the use of his / her Personal Data.

Deemed Consent

The individual may be deemed to have consented (even though he has not actually given consent) to RichLand's collection, use or disclosure of his Personal Data for a purpose if he voluntarily provides the Personal Data to RichLand for that purpose and it is reasonable that the individual would do so. Some examples of deemed consent are provided below:

- (a) When the individual provides his Personal Data to RichLand for the performance of a contract to which the individual is a party; or
- (b) The individual voluntarily provides his Personal Data to RichLand with a view of entering into a contract with RichLand.

Exceptions to the Consent Obligation

The PDPA sets out various circumstances in which RichLand may collect, use and disclose Personal Data of an individual without the consent of the individual. The following is a list of circumstances which may apply to RichLand:

- (a) When the collection, use or disclosure of Personal Data is necessary for any purpose which is clearly in the interests of the Individual, if consent for its collection cannot be obtained in a timely way or the individual would not reasonably be expected to withhold consent;
- (b) When the collection, use or disclosure of Personal Data is necessary to respond to an emergency that threatens the life, health or safety of the individual or another individual;
- (c) When the Personal Data is publicly available;

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(d) When the collection, use or disclosure of Personal Data is necessary for any investigation or proceedings, if it is reasonable to expect that seeking the consent of the individual would compromise the availability or the accuracy of the Personal Data;

(e) When the collection, use or disclosure of personal data is necessary for RichLand to recover a debt owed to RichLand by the individual or for RichLand to pay to the individual a debt owed by RichLand;

(f) When the Personal Data is included in a document:-

(i) Produced in the course, and for the purposes, of the individual's employment, business or profession; and

(ii) Collected for purposes consistent with the purposes for which the document was produced;

(g) The collection, use or disclosure of Personal Data is by RichLand as the employer of the individual and for the purpose of managing or terminating an employment relationship between RichLand and the individual.

Withdrawal of Consent

The individual may withdraw his/her consent given or deemed to have been given at any time in respect of the collection, use or disclosure of his/her Personal Data for any purpose of RichLand. The individual may withdraw his/her consent by giving reasonable notice in writing of the withdrawal to RichLand at DPO@ramba.com. On receipt of the withdrawal notice, RichLand must inform the individual of the consequences of withdrawing consent, and upon withdrawal of consent, RichLand must cease (and cause its data intermediaries and agents to cease) collecting, using or disclosing the Personal Data, unless the collection, use or disclosure of the Personal Data without consent is authorized under the PDPA or other written law.

7.2 Purpose Limitation Obligation

All Personal Data must be processed fairly and lawfully. RichLand is responsible for collecting, using, disclosing, and/or processing Personal Data only for specific, lawful, and legitimate purposes which: (a) a reasonable person would consider appropriate in the circumstances; and (b) where applicable, have been notified to the individual (in accordance with Section 7.3 below).

The amount of Personal Data collected by RichLand must be adequate, relevant and not excessive to the purpose informed to the individual.

7.3 Notification Obligation

RichLand must inform the individual of the following by a written notice as soon as possible and before collecting, using, disclosing and/or processing his Personal Data for any purpose:

(a) A description of the Personal Data to be collected;

(b) The purpose for the collection, use, disclosure and/or processing of the Personal Data;

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- (c) The source of the Personal Data;
- (d) The right of the individual to request access and correction of the Personal Data;
- (e) Classes of third parties to whom the Personal Data is / may be disclosed;
- (f) Where applicable, the choice and means of limiting the processing of Personal Data;
- (g) Whether the supply of the Personal Data is obligatory or voluntary; and
- (h) The consequences of the individual's failure to supply the Personal Data.

Exemptions to the Notification Obligation

RichLand is not required to inform individuals of the purposes for which their Personal Data would be collected, use or disclosed if:

- (a) The individual is deemed to have consented to the collection, use or disclosure of his Personal Data (as referred to in Section 7.1 above); or
- (b) RichLand is collecting, using or disclosing the Personal Data without the consent of the individual concerned in accordance with exemptions to the consent obligation prescribed in the PDPA (as referred to in Section 7.1 above).

7.4 Protection Obligation and Confidentiality of Personal Data

RichLand will only disclose Personal Data:

- (a) To comply with any government agency's notification requirements; and / or
- (b) For purposes which have been informed to the individual.

7.4.1 RichLand will not collect, use, disclose and / or process Personal Data for other purposes or to third parties unless with the consent of the individual has been obtained or unless an exception in the PDPA (as referred at Section 7.1 above) applies.

7.4.2 RichLand is responsible for putting in place reasonable security arrangements to safeguard the confidentiality and security of all Personal Data in its possession or control, to prevent unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks.

7.4.3 RichLand has reasonable security policies and procedures, and administrative, physical and technical measures in place to protect Personal Data in its possession or control. Despite RichLand's best efforts, however, security of Personal Data cannot be absolutely guaranteed against all threats. RichLand Personnel should ensure that access to individual's Personal Data is limited to those who have a need to know as part of their business responsibilities. All RichLand Personnel and third party Service Providers / Vendors of RichLand who have access to the Personal Data are required to maintain the confidentiality of such information.

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All RichLand Personnel must ensure any general disclosure is recorded on the '**Table of Data**' and each class of disclosure includes a clear rationale as to why this is taking place.

Any new disclosure of Personal Data to be made must be checked for suitability with the Manager in Charge.

Do not recycle reports that contain Personal Data. All such reports should be destroyed or deleted in accordance with Section 7.5 below.

7.5 Retention Limitation Obligation

7.5.1 RichLand Personnel must review all Personal Data held on regular basis and take all reasonable steps to ensure that:

(a) Personal Data is retained only for so long as the information is necessary for the legal or business purposes of RichLand; and

(b) when the legal or business purpose for which the Personal Data was collected is no longer being served by the retention of the Personal Data, RichLand Personnel should take prompt action to ensure that RichLand does not hold on to such Personal Data, whether stored electronically or on paper.

7.5.2 Destruction and Disposal

When documents or media containing Personal Data are no longer required by RichLand, RichLand Personnel must:

(a) Cease to retain such documents or media containing Personal Data (including those which have been warehoused) by:

- (i) Returning the documents or media to the individual concerned or transferring it to another party at the instructions of the individual;
 - (ii) Destroy the documents or media by cutting, shredding, pulping or incineration by engaging a professional disposal company; or
 - (iii) Otherwise, dispose of the documents or media in an appropriate manner so as to prevent the same from falling into the hands of unauthorized personnel;
- or

(b) Promptly procure RichLand's agents, data intermediaries or other party within its control in relation to the Personal Data to carry out the above actions immediately.

7.5.3 When third parties are involved in the disposal or destruction of Personal Data (e.g. data intermediaries, professional disposal company), RichLand Personnel must obtain written confirmation from those third parties that the relevant documents or files containing the Personal Data has been disposed of or destroyed in a secure manner.

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7.6 ACCURACY OBLIGATION

RichLand Personnel must ensure that the Personal Data collected by RichLand or on its behalf is accurate, complete, and kept up-to-date when such Personal Data is likely to be used by RichLand to make a decision that affects the individual concerned or disclosed by RichLand to another organization.

7.7 Access and Correction Obligation

7.7.1 Access Requests

RichLand recognizes the right of individuals to obtain, upon request, and as soon as reasonably possible:

- (a) The Personal Data about the individual that is the possession or control of RichLand; and
- (b) Information on the way in which the Personal Data has been or may have been used or disclosed by RichLand within a year before the date of the request.

RichLand may charge the individual a reasonable fee for access to personal data about the individual. The purpose of the fee is to allow RichLand to recover the incremental cost of responding to the access request.

7.7.2 Exceptions to Obligation to Provide Access

In acceding to access requests, RichLand Personnel must ensure not to disclose:

- (a) Opinion data which are kept solely for an evaluative purpose;
- (b) Personal Data which, if disclosed, would reveal confidential commercial information that could harm the competitive position of RichLand; or
- (c) Personal Data that is subject to legal privilege or is intended for use in legal proceedings.

7.7.3 RichLand Personnel must not attend to access requests which:

- (a) Would unreasonably interfere with the operations of RichLand because of the repetitious or systematic nature of the requests; or
- (b) Place unreasonable burden or expense on RichLand; or
- (c) Are for information that does not exist or cannot be found; or
- (d) Are for information that is trivial; or
- (e) Are frivolous or vexatious

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7.7.4 RichLand Personnel are not required to provide an individual with the individual's Personal Data or other information if the provision of that Personal Data or other information, as the case may be, would:

- (a) Threaten the safety or physical or mental health of another individual;
- (b) Cause immediate or grave harm to the safety or to the physical or mental health of the individual who made the request;
- (c) Reveal Personal Data about another individual; or
- (d) Reveal the identity of an individual who provided Personal Data about another person and the individual who provided the Personal Data does not consent to the disclosure of his identity.

7.7.5 **Correction Requests**

RichLand recognizes the individual's right to require the correction of an error or omission in his Personal Data and must take steps to correct the Personal Data as soon as practicable. RichLand Personnel must alert, to the extent practicable, third parties to whom the Personal Data has been disclosed within a year before the date of the correction request was made, of any such correction.

7.8 OPENNESS OBLIGATION

7.8.1 RichLand has appointed a Data Protection Officer whose responsibility is to ensure RichLand's compliance with the PDPA. RichLand's Data Protection Officer may in turn delegate his responsibilities to RichLand Personnel but must continue to supervise such RichLand Personnel.

7.8.2 RichLand has to make available the business contact information of its data protection officer, which must be readily accessible from Singapore and operational during Singapore business hours, for the purposes of:

- (a) Responding to access and correction requests relating to Personal Data; and
- (b) Answering questions on behalf of RichLand relating to its collection, use or disclosure of Personal Data.

7.8.3 RichLand Personnel must consult with the Data Protection Officer in dealing and responding to any queries, requests or complaints which concern Personal Data.

7.9 TRANSFER LIMITATION OBLIGATION

7.9.1 RichLand Personnel must not transfer Personal Data to any entity, individual or organization outside of Singapore (each a "recipient") unless the requirements set out in Section 7.9.2 below has been satisfied.

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7.9.2 Requirements for Transfer

RichLand Personnel can transfer Personal Data to an overseas recipient only if RichLand has complied and will continue to comply with its PDPA obligations in respect of the transferred Personal Data (Refer to Sections 7.1 to 7.9 above on the PDPA obligations), and:

(a) subject to the conditions set out in Section 7.9.3 below, the individual has consented to the transfer of his Personal Data; or

(b) the recipient of the Personal Data is bound by one of the following forms of legally enforceable obligations:

- (i) any law which requires the recipient to provide a standard of protection for the Personal Data that is at least the same as the protection under the PDPA; or
- (ii) a contract with RichLand containing data protection provisions which require the recipient to comply with the PDPA, and to use and disclose Personal Data supplied by RichLand only for the purposes for which the Personal Data was disclosed to the recipient; or
- (iii) if the recipient is a related organization of RichLand (e.g. subsidiaries of RichLand in Indonesia), binding corporate rules on data protection with RichLand which require the recipient to comply with the PDPA, and to use and disclose Personal Data supplied by RichLand only for the purposes for which the Personal Data was disclosed to the recipient.

7.9.3 Obtaining Consent for Transfer

In obtaining consent from an individual for the transfer of his Personal Data overseas, RichLand Personnel must:

(a) Give the individual a reasonable summary in writing of the extent to which the Personal Data to be transferred overseas will be protected to a standard comparable to the protection under the PDPA;

(b) Not require the individual to provide consent as a condition of providing a product or service, unless the transfer is necessary to provide the product or service to the individual; and

(c) Not provide false or misleading information about the transfer, or by use other deceptive or misleading practices.

8. **DATA COLLECTION FROM SOURCES OTHER THAN THE INDIVIDUAL**

For Personal Data obtained directly from the individual, RichLand is responsible for informing the individual of the identity of those controlling the Personal Data and the purpose for which the Personal Data is being collected and processed, and for complying with the other personal data

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protection obligations imposed by the PDPA. This same standard applies to Personal Data not obtained directly from the individual, except as allowed by law.

9. CHANGES TO PERSONAL DATA PROTECTION POLICY

RichLand reserves the right to amend this Policy at any time to comply, or be consistent, with changes in applicable law and regulations, as well as to meet our business operations or policies.

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