

## **UNICREDIT BANK GmbH SINGAPORE BRANCH** **Data Protection Policy**

The purpose of this document ("Data Protection Policy") is to outline how UNICREDIT BANK GmbH, SINGAPORE BRANCH manages Personal Data (as defined below) in accordance with the Singapore 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 may collect, use and/or disclose your Personal Data.

By interacting with us, submitting information to us, or requesting, applying or signing up for any products or services offered by us, you agree and consent to UniCredit Bank GmbH, Singapore Branch, and its related corporations (including any of its branches and offices and/or its ultimate holding company, any subsidiary and affiliate of UniCredit or of its ultimate holding company and all associated companies whether in Singapore or elsewhere) (collectively, the "Companies"), as well as their respective representatives and/or agents ("Representatives") (the Companies and Representatives collectively referred to herein as "UniCredit", "us", "we" or "our") collecting, using, disclosing, sharing amongst themselves and processing (as defined in the Act) your Personal Data, and disclosing such Personal Data to the UniCredit's 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 UniCredit in respect of your Personal Data, and your consents herein are additional to any rights which to any of the Companies may have at law to collect, use or disclose your Personal Data. In the event of any inconsistency or discrepancy between the provisions of this Data Protection Policy and any existing terms and conditions of any contractual agreement entered into between you and us, the provisions of this Data Protection Policy shall prevail.

UniCredit may from time to time update this Data Protection Policy to ensure that this Data Protection Policy is consistent with our future developments, industry trends and/or any changes in legal or regulatory requirements. Subject to your rights at law, you agree to be bound by the prevailing terms of the Data Protection Policy as may be updated from time to time, hard copies of which may be provided to you at your request. Please ensure that you keep yourself updated as to the manner in which we handle your Personal Data.

### 1. Personal Data

- 1.1 In this Data Protection Policy, "Personal Data" refers to any data, whether true or not, about an individual who can be identified (a) from that data, or (b) from that data and other information to which we have or are likely to have access, including data in our records as may be updated from time to time.
- 1.2 Examples of such Personal Data you may provide to us include, without limitation, your names, title, addresses, contact numbers, thumbprint, identity card and/or passport details, and copies of such identity cards and/or passports, date of birth, and financial and transaction pattern and behaviour data in connection with (1) the opening or continuing of accounts and (2) the establishment or continuation of banking facilities or provision of banking, financial and other services, 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, but without limitation, we collect Personal Data from you in the following ways:
  - (a) when you submit any form, including but not limited to application, declaration or referral forms;
  - (b) when you enter into any agreement or provide other documentation or information in respect of your interactions with us (for example when you write cheques, deposit money or gain access to our services), or when you use our services;

- (c) when you interact with our staff, including customer service officers and other representatives, for example, via telephone calls (which may be recorded), letters, fax, face-to-face meetings, road shows, events and email;
- (d) when images of you are captured by us via CCTV cameras while you are within our premises, or via photographs or videos taken by us or our representatives if you attend our events on behalf of our institutional customers;
- (e) when you use or browse our services (including electronic services) provided through online and other technology platforms such as websites;
- (f) 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;
- (g) when you are contacted by, and respond to, our marketing representatives and agents and other service providers;
- (h) when we seek information about you and receive your Personal Data in connection with the relationship of the institutional customer with us, including for banking products, for example, from business partners, public agencies, credit reference agencies and the relevant authorities; and/or
- (i) when Personal Data is submitted to us for any other reason or in connection with any other action.

2.2 If you provide us with any Personal Data relating to a third party (including, but not limited to, information of your customers, directors, authorised signatories, employees), by submitting such information to us, you represent and warrant to us that you have obtained the consent of the third party for the disclosure of their Personal Data to us and the processing of their Personal Data by us, for the purposes set out in this Data Protection Policy.

2.3 You shall ensure that all Personal Data submitted to us is complete, accurate, true and correct. Should you become aware (i) that any such Personal Data has been updated and/or changed after such disclosure to us, or (ii) that any individual whose Personal Data you have disclosed to us has withdrawn his/her consent as referred to in clause 2.2 above, you shall give us notice in writing as soon as reasonably practicable thereafter. Failure on your part to do so may result in our inability to provide you with products and services you have requested, including but not limited to where (1) UniCredit is unable to open or continue accounts, establish or continue banking facilities or provide banking or other services or (2) you are unable to operate your account.

2.4 You shall from time to time as may be reasonably requested by us, assist us to comply with the Act and all subsidiary legislation, guidelines and/or notices related thereto.

### **3. Purposes for the Collection, Use and Disclosure of Your Personal Data**

3.1 **Generally**, UniCredit may collect, use, disclose and process your Personal Data for the following purposes, to the extent applicable:

- (a) responding to, processing and handling your complaints, queries, requests, feedback and suggestions;
- (b) managing the administrative and business operations of the Companies and complying with internal policies and procedures;
- (c) facilitating proposed or actual business asset transactions (which may extend to any mergers, acquisitions, asset sales, participation or sub-participation in any of our rights or obligations in respect of your relationship with us);
- (d) matching any Personal Data held which relates to you for any of the purposes listed herein;
- (e) 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;

- (f) preventing, detecting and investigating crime, including fraud and money-laundering or terrorist financing, and analysing and managing commercial risks;
- (g) managing the safety and security of our premises and services (including but not limited to carrying out CCTV surveillance and conducting security clearances);
- (h) project management;
- (i) providing media announcements and responses;
- (j) organising promotional events;
- (k) any legal purposes, including but not limited to, any legal purposes 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;
- (l) managing and preparing reports on incidents and accidents;
- (m) complying with any applicable rules, laws and regulations, codes of practice or guidelines, orders or requests issued by any court, legal or regulatory bodies (both national and international) or to assist in law enforcement and investigations by relevant authorities (both national and international), in each case, whether any of the foregoing is applicable to any Company or Representative; and/or
- (n) any other purpose reasonably relating to any of 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**, UniCredit collects, uses, discloses and processes your Personal Data for the following purposes depending on the nature of our relationship:

- (a) If you are our customer or an individual connected with our corporate customers (including, without limitation, applicants for banking services and facilities, a person providing security or guarantees for credit facilities made or to be made available to customers and shareholders, directors, officers, managers, employees and other representatives of customers, referees, suppliers, contractors, service providers and other contractual counterparties) (**'Relevant Individuals'**):
  - (i) the daily provision and operation of, maintenance of, provision of, or gaining of access to, banking, financial and investment services and credit facilities provided to customers and/or related products or services via the Internet or other electronic means;
  - (ii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place once or more each year and ensuring your ongoing credit worthiness;
  - (iii) creating and maintaining UniCredit's credit scoring models;
  - (iv) determining the amount of indebtedness owed to or by you, as the case may be and collecting debts;
  - (v) assisting other financial institutions to collect debts and conduct credit checks;

- (vi) researching, designing, launching, promoting and marketing banking, financial, investment and insurance services or related products or services for your use (including, but not limited to, exchange of non-financial information with selected business partners);
  - (vii) complying with requests for information from sureties, guarantors and other security providers;
  - (viii) the enforcement of your obligations, including, without limitation, the collection of amounts outstanding from you and those providing security for your obligations;
  - (ix) meeting or complying with any obligations, requirements or arrangements for disclosing information and using data that apply to UniCredit or that it is expected to comply according to:
    - (1) any competent regulatory authority within or outside Singapore or any competent government authority or competent law enforcement agency having supervisory powers over UniCredit;
    - (2) any law binding or applying to it within or outside Singapore existing currently and in the future;
    - (3) any guidelines or guidance 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;
    - (4) 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 UniCredit 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;
  - (x) meeting or complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within UniCredit 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;
  - (xi) enabling an actual or proposed (01) assignee of UniCredit (including but not limited to any person with whom it is proposed UniCredit will merge or to whom UniCredit proposes to dispose of all or any part of its business), (02) participant or sub-participant or transferee of UniCredit's rights in respect of your Personal Data or (03) purchaser of all or any part of UniCredit's business or its shares to evaluate the transaction intended to be the subject of the assignment, merger, disposal, participation, sub-participation, transfer or purchase;
  - (xii) purposes specifically provided for in any particular service or facility offered by us;
  - (xiii) promotions of our operations and marketing of our services;
  - (xiv) processing an application for banking, credit, financial or other services and facilities;
  - (xv) maintaining your credit history for present and future reference; and
  - (xvi) any other purpose reasonably relating to any of the above.
- (b) If you are an employee, officer or owner of an external service provider or vendor outsourced or prospected by UniCredit:

- (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/or
- (iv) any other purpose reasonably relating to any of the above.

#### 4. Disclosure of Personal Data

4.1 Your Personal Data held by UniCredit will be kept confidential but UniCredit may disclose such information to the following parties within or outside Singapore for the purposes set out above (where applicable):

- (a) any person when UniCredit is compelled to make disclosure under the requirements of any law binding on it or any of the Companies, including without limitation, tax authorities, law enforcement agencies, the Hong Kong Monetary Authority, The Stock Exchange of Hong Kong Limited, Singapore Exchange Ltd, Bundesanstalt für Finanzdienstleistungsaufsicht, the European Banking Authority, the Monetary Authority of Singapore, the Bank of Italy and any other legal, governmental or regulatory authority having jurisdiction or supervisory powers over UniCredit, whether within or outside Singapore;
- (b) any person whether or not a member of UniCredit who is party to a service agreement entered into between UniCredit and such person and whether within or outside Singapore (including, without limitation, the Hong Kong Special Administrative Region, Germany, the United Kingdom, Italy, etc.);
- (c) any person to whom you have authorised the disclosure of your personal data; and
- (d) any agent, contractor or third party service provider who provides administrative, data processing telecommunications, computer, payment or securities clearing or other services to UniCredit in connection with the operation of its business or services, whether within or outside Singapore (including, without limitation, the Hong Kong Special Administrative Region, Germany, the United Kingdom, Italy, etc.) for the purposes of such services;
- (e) any other branch, representative office, head office of UniCredit or any of the Companies;
- (f) any nominee, trustee, co-trustee, centralized securities depository, registrar, custodian, broker or dealer or other person involved in, and for the purposes of, the provision of banking services or products to you or any auditor or legal advisor of UniCredit;
- (g) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- (h) credit reference agencies, and, in the event of default, to debt collection agencies;
- (i) any person to whom UniCredit is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to UniCredit, or any disclosure under and for the purposes of any guidelines or guidance 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 with which UniCredit is expected to comply, or any disclosure pursuant to any contractual or other commitment of UniCredit 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, all of which may be within or outside Singapore and may be existing currently and in the future;
- (j) any financial institution with which you have or propose to have dealings;

- (k) any actual or proposed (1) assignee of UniCredit (including but not limited to any person with whom it is proposed UniCredit will merge or to whom UniCredit proposes to dispose of all or any part of its business), or (2) participant or sub-participant or transferee or successor of UniCredit's rights in respect of you, or (3) purchaser of all or any part of UniCredit's business or shares;
- (l) the Companies;
- (m) third party financial institutions, insurers, credit card companies, securities and investment services providers;
- (n) third party reward, loyalty, co-branding and privileges programme providers;
- (o) co-branding partners of the Companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
- (p) charitable or non-profit making organisations;
- (q) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that UniCredit may engage for the purposes set out in this Data Protection Policy;
- (r) any surety, guarantor or any other person providing security for data subjects or a guarantee for any liabilities of data subjects; and/or
- (s) any other party to whom you authorise us to disclose your Personal Data to.

## 5. Use Of Data In Marketing

5.1 If you are a Relevant Individual then subject to the requirements of the Act and/or having obtained any consents from you as may be required in accordance with applicable law, UniCredit may contact you for the following purposes:

- (a) managing UniCredit's relationship with the institutional customer, which may include providing information to you on the corporate products or services of the Companies; and
- (b) the marketing of corporate products and services such as financial, insurance, credit card, banking and related services and products, reward, loyalty or privileges programmes and related services and products, services and products offered by the Companies' co-branding partners (as may be applicable) to the institutional customer.

5.2 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.

## 6. **Contacting Us – Feedback, Withdrawal of Consent, Access and Correction of your Personal Data**

6.1 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 any use of your Personal Data as set out in this Data Protection Policy (please note that if you withdraw your consent to any or all use or disclosure of your personal data, depending on the nature of your request, we may not be in a position to provide our products or services to you or administer any contractual relationship in place. Such withdrawal may also result in the termination of any agreement you may have with us); or

- (c) would like to obtain access and make corrections to your Personal Data records, you can approach us via the following channels:

128 Beach Road #19-02  
Guoco Midtown  
Singapore 189773

Phone : +65 6413 3853  
Fax : +65 6413 8591

Email : [sgp.data.protection.uc.sg@unicredit.eu](mailto:sgp.data.protection.uc.sg@unicredit.eu)

- 6.2 UniCredit has the right to charge a reasonable fee for the processing of any data access request.
- 6.3 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 UniCredit on your behalf.
- 6.4 If any Relevant Individual withdraws their consent to any or all use of their Personal Data, depending on the nature of their request, UniCredit may not be in a position to continue to provide its products or services to you, or to administer any contractual relationship in place. This may also result in the termination of any agreements with UniCredit, and your being in breach of your contractual obligations or undertakings. UniCredit's legal rights and remedies in such event are expressly reserved.

## 7. **Governing Law**

- 7.1 This Data Protection Policy shall be governed in all respects by the laws of Singapore.