

Privacy Policy relating to the Client Agreement ("Privacy Policy")

All capitalized terms used herein shall, unless otherwise defined, have the same meanings as defined in the Client Agreement of UOB Bullion and Futures Limited ("UOBFF") ("Client Agreement") which the Customer has accepted and agreed to be bound by.

1. The Customer expressly authorises and permits UOBFF and each of its Officers, agents and representatives to collect, use, divulge, reveal, transfer, disclose and/or process any and all Personal Data and/or other information and data about the Customer, the Customer's customer and the Customer and/or its customer's shareholders, beneficial owners, directors, employees, guarantors and/or authorised representatives (the "Relevant Individuals"), any and all of the information or particulars relating to the Account or the Customer's relationship with UOBFF, including the Customer's information and information on or relating to any Order, Transaction, Service or dealings between the Customer and UOBFF (collectively, the "Customer Information"), for one or more of the following purposes (the "Purposes"):
 - (a) processing, reviewing and/or approving the Customer's application for any of the products or Services provided, offered or distributed or to be provided, offered or distributed by UOBFF (including third party products);
 - (b) evaluating the Customer or the Relevant Individual(s)' credit and eligibility profile (including the Customer or the Relevant Individual(s)' assets and/or property) from time to time;
 - (c) providing the products and/or Services applied for by the Customer or which are or may be utilised by the Customer, whether in or outside Singapore, including for the purposes of providing or operating the said products and/or Services and for investigation of any discrepancies, errors or claims;
 - (d) facilitating, processing, dealing with, administering, managing and/or maintaining the Customer's relationship and/or Accounts with UOBFF;
 - (e) carrying out the Customer's instructions, communicating with the Customer or responding to any enquiry given by (or purportedly given by) the Customer or on the Customer's behalf;
 - (f) dealing in or carrying out any acts, deeds, matters or things related to the Customer's Accounts, the Services and/or products which may be provided to the Customer pursuant to the Client Agreement or any other agreement or contract which the Customer has entered or will be entering into with UOBFF Group entities (including the making, printing, mailing, storage, microfilming and/or filing of correspondence, statements, invoices, confirmations, advices, information, data, reports, notices, labels, mailers or any other documents on which Personal Data and/or any other Customer Information appears, which may or could possibly involve the use or disclosure of certain Customer Information of such persons to bring about or attempt delivery of the same as well as on the external cover of envelopes/mail packages or otherwise);
 - (g) the recovering of any and all amounts or to fulfill any obligations owed by the Customer to UOBFF (of whatsoever nature and howsoever arising whether present or future, actual or contingent, as primary obligor or as guarantor or surety);
 - (h) generating financial, regulatory, management or other related reports and performance of analytics;

- (i) preventing, detecting and investigating crime, offences, misconduct, breaches or any unlawful act or omission (including combating financial crime, fraud, money-laundering, counter-terrorist financing and bribery) and whether or not there is any suspicion of the aforementioned;
 - (j) meeting or complying with UOBFF Group's internal policies and procedures and any Applicable Laws or other applicable rules, laws, regulations, codes of practices or guidelines, orders or requests issued by any court, legal or regulatory bodies (both national and international) (including disclosures to regulatory bodies, conducting audit checks, surveillance and investigation) including for carrying out compliance, due diligence or other screening activities (including background checks) in accordance with legal or regulatory obligations or risk management, monitoring (including monitoring of credit exposures across the UOBFF Group) or "know-your-customer" procedures or practices;
 - (k) for auditing, finance and accounting, billing and collections, information technology systems, data and website hosting, training, testing, business continuity and for record-keeping, document and print management;
 - (l) legal purposes (including enforcing UOBFF's legal rights, drafting and reviewing documents, obtaining legal advice and facilitating dispute resolution);
 - (m) handling customer feedback or complaints;
 - (n) managing or administering UOBFF's infrastructure and business operations, for centralisation of operations within the UOBFF Group, for purposes in connection with business planning, restructuring and strategy, storing, hosting, backing up (whether for disaster recovery or otherwise) of the Customer Information (including Personal Data), whether in or outside Singapore;
 - (o) maintaining the security of UOBFF's premises (including the use of security cameras and telephone recordings);
 - (p) facilitating any proposed or actual business assignment, transfer, participation or sub-participation in any of UOBFF's rights or obligations in respect of the Customer's relationship with UOBFF; and
 - (q) purposes which are reasonably related to the aforesaid.
2. In addition to the Purposes, UOBFF may collect, use, divulge, reveal, transfer, disclose and/or process Customer Information for:
- (a) conducting of market research, surveys and data analysis relating to any Service or product provided or to be provided by UOBFF (whether conducted by UOBFF or jointly with another party) which may be relevant to the Customer ("Research Purpose"); and
 - (b) offering, marketing and/or promoting to the Customer any products, Services, offer or events provided by UOBFF, other UOBFF Group entities or their respective business partners which UOBFF or such UOBFF Group entities thinks may be of interest to the Customer ("Marketing Purpose").
3. The Personal Data held by UOBFF shall be kept confidential. However, in order to carry out the Purposes, Research Purpose and/or Marketing Purpose, UOBFF may share the Customer's Customer Information (including Personal Data) to and between:

- (a) any branches, subsidiaries, related and associated companies, representative offices, affiliates and agents of UOBFF including any entity in the UOBFF Group;
- (b) any Intermediary in connection with or relating to any Order, Transaction, Service or dealings between the Customer and UOBFF;
- (c) all governmental agencies and authorities, and all markets, exchanges and clearing houses in Singapore and elsewhere where the disclosure is required by the Applicable Laws;
- (d) UOBFF's auditors and advisers, including its legal, regulatory, tax, financial and/or accounting advisers;
- (e) any agents or contractors which have agreed to perform works for or provide services to UOBFF;
- (f) any person or organisation participating in the provision of electronic or, without limitation, other services in connection with services utilised by the Customer, whether in Singapore or outside Singapore for the purpose of the operation of the said services including investigating discrepancies, errors or claims;
- (g) any third party printer, agent or storage or archival service provider (including any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storage, microfilming and/or filing personalised statements of accounts, labels, mailers or any other documents or items on which the Customer's name and/or other particulars appear, or any data or records or any documents whatsoever;
- (h) the police or any public officer conducting an investigation in connection with any offence;
- (i) any government or regulatory agency or authority or courts of Singapore and of the jurisdictions where any of UOBFF's overseas business operations (if any) are situated or where any Order, Transaction, Service from the Customer, utilised by the Customer or for the Accounts are executed and/or cleared;
- (j) any issuer of Commodities, Currencies, futures contracts, indices, rates, financial instruments, Securities or such other financial instruments and/or products as UOBFF may from time to time permit to be carried out under any Account;
- (k) any credit bureau and/or its compliance committee, as well as the members of such credit bureau of which UOBFF is a member;
- (l) any credit reference agency, rating agency, business partner, insurer or insurance broker, direct or indirect provider of credit protection, bank or financial institution and, in the event of default, to debt collection agencies;
- (m) any assignees or transferees or prospective assignees or transferees of UOBFF's credit facilities, business and undertaking or such part thereof;
- (n) any person or entity participating in the merger/acquisition or proposed merger/acquisition of UOBFF or its holding company with/by another company;
- (o) UOBFF's successors-in-title or prospective successors-in-title; and

- (p) any other person or entity at any time which UOBFF or any of its Officers, agents or representatives in good faith considers to be appropriate for any Purpose, Research Purpose and/or Marketing Purpose in connection with the Client Agreement or in the interest of the Customer or UOBFF.

When doing so, UOBFF will require such recipients to ensure that the Personal Data disclosed to them are kept confidential and secure.

4. For the avoidance of doubt, the consent and authority herein shall constitute consent and authority for the purpose of the provisions of all Applicable Laws.
5. The Customer hereby authorises UOBFF to:
 - (a) make such enquiries and carry out such credit checks and assessments on the Customer; and
 - (b) obtain from any third party any and all information regarding the Customer, the relationships or the account(s) of the Customer with such third party as UOBFF may in its discretion deem fit,

and undertakes to execute and deliver such documents as UOBFF may require for the purposes of such enquiries, credit checks and assessment and the obtaining of such information, including a letter of authorisation in such form as UOBFF may require.

6. The Customer should note that UOBFF Group entities may use cookies on their respective websites. A cookie is a small text file that a website can send to the Customer's browser, which may then store it on the Customer's system. UOBFF Group entities may use cookies in some of their pages to collect information about users of their websites (for example, to store users' preferences and record session information) and the information that UOBFF Group entities collect is then used to ensure a more personalised service level for their users. The Customer can adjust settings on its browser so that it will be notified when it receives a cookie. Should the Customer wish to disable the cookies associated with these technologies, the Customer may do so by changing the settings on its browser. However, by doing so, the Customer may not be able to use certain functions or enter certain part(s) of the UOBFF Group member websites.
7. To the extent applicable under Singapore personal data protection laws and regulations, the Customer may withdraw its consent given for any or all of the Purposes, Research Purpose and/or Marketing Purpose in writing by using the prescribed form which is available at UOBFF's registered office or may be requested from the Customer's UOBFF representative. If the Customer withdraws its consent to any or all of the Purposes, Research Purpose and/or Marketing Purpose and depending on the nature of the Customer's request, UOBFF may not be in a position to continue to provide its products and/or Services to the Customer. The Customer's withdrawal may be considered a termination by the Customer of any contractual relationship which the Customer may have with UOBFF, and may, in certain circumstances, be a breach of the Customer's contractual obligations or undertakings, and UOBFF's legal rights and remedies in such event are expressly reserved.
8. By providing Personal Data relating to a third party (for example, information of the Customer's dependent, spouse, children and/or parents) or Personal Data of the Relevant Individual(s) to UOBFF, the Customer represents and warrants that the Customer is validly acting on that third party's behalf and that the consent of that third party or the Relevant Individual(s) has been obtained for the collection, use and disclosure of the Personal Data for the Purposes, Research Purpose and/or Marketing Purpose. If a Relevant Individual withdraws the aforesaid consent, the Customer agrees to inform UOBFF in writing

immediately. As a result of such withdrawal, UOBFF may not be in a position to continue to provide its products and/or Services to the Customer. The Customer's withdrawal may be considered a termination by the Customer of any contractual relationship which the Customer may have with UOBFF, and may, in certain circumstances, be a breach of the Customer's contractual obligations or undertakings, and UOBFF's legal rights and remedies in such event are expressly reserved.

9. Notwithstanding the Customer or the Relevant Individual(s)' withdrawal of consent to any of the Purposes, Research Purpose and/or Marketing Purpose, UOBFF reserves its rights to rely on any statutory exemptions and/or exceptions to collect, use and disclose the Customer Information (including Personal Data).
10. Personal Data may be retained by UOBFF to the extent one or more of the purposes for which it was collected remains valid and for other legal or business purposes for which retention may be necessary.
11. As UOBFF relies on the Customer Information (including Personal Data) to provide products and/or Services to the Customer, the Customer shall ensure that at all times all the Customer Information (including Personal Data) and data provided by the Customer to UOBFF is correct, accurate and complete. The Customer shall update UOBFF in a timely manner of any and all changes to the information and data provided to UOBFF.
12. To the extent that Singapore personal data protection laws and regulations allow, the Customer may request access to, and correction of, its Personal Data. The Customer acknowledges that some Personal Data may be exempt from such access and correction rights in accordance with Singapore personal data protection laws and regulations. Should the Customer wish to request access to, and/or correction of, its Personal Data, it may write to UOBFF at its registered office for the attention of UOBFF's Data Protection Officer to express such intention and UOB will process such request accordingly. The Customer hereby acknowledges that UOBFF is entitled to, and may charge, a fee for attending to the Customer's access request.
13. The Customer agrees that where its written consent or permission is required by law, regulation or otherwise for any such collection, use, disclosure and/or processing of the Customer Information (including Personal Data) by UOBFF, the signing or electronic agreement or acceptance via application forms, account opening documents, consent forms and/or other methods of consent notification, as well as in any other manner permitted by law or regulation shall constitute and be deemed to be sufficient written consent or permission for such collection, use, disclosure and/or processing of the Customer Information. For the avoidance of doubt, in the event that Singapore personal data protection laws or Applicable Laws permit an organisation such as UOBFF to collect, use, disclose and/or process the Personal Data without the Customer's or the relevant individual's consent, such permission as may be granted shall continue to apply.
14. UOBFF's rights under this Privacy Policy shall be without prejudice to other rights of collection, use and disclosure available pursuant to any other any other agreement or contract which the Customer has entered or will be entering into with UOBFF Group entities or under the law and nothing herein is to be construed as limiting any of these other rights.