

## PRIVACY POLICY (the "Policy")

We, Tilde Pte. Ltd. ("Tilde"; "us") and any other members of the Group are committed to protecting and respecting your privacy.

Please contact our Data Protection Officer at [dataprivacy@tildetradng.com](mailto:dataprivacy@tildetradng.com) if you have any questions about this Policy.

This Policy (together with our Master Service Agreement and any other document(s) referred to therein) sets out the basis on which any Personal Data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your Personal Data and how we will treat it.

### 1 Information collection

In order to provide a better service to you, we may collect, use, or disclose the following data about you, in accordance with the Personal Data Protection Act:

- (a) information that you provide by filling in forms on the Platform or through another remote channel or sent to us physically. This includes information provided at the time of registration including through our "know-your-customer" policies and procedures, subscribing to our Services, posting material or requesting further Services from us. We may also ask you for information at other times, for example in connection with a promotion or when you report a problem with the Platform;
- (b) if you contact us, we may keep a written or audio record of that correspondence;
- (c) we may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them;
- (d) details of transactions you carry out through us and of the fulfillment of your orders;
- (e) details of your visits to the Platform and the resources that you access;
- (f) documents uploaded on to the Platform and any metadata associated therewith; and
- (g) details of bank or other accounts which you may link to us.

### 2 Uses made of the data

- 2.1 By using our Services, making an application or visiting the Platform, you grant us the permission to collect, use, copy, transmit, store and back-up your Personal Data for purposes of the Services and/or for any other purpose(s) as contemplated by the Privacy Policy and the Terms of Service. This is subject to the restrictions in Clause 7.
- 2.2 The purposes for which Personal Data may be used by us include:
  - (a) assessing whether you should be allowed to access and use the Platform or any of the Services;
  - (b) ensuring that the content(s) of the Platform are presented in the most effective manner for you and for your computers and other devices;
  - (c) providing you with alerts, newsletters, education materials or information that you have requested or signed up to;
  - (d) carrying out our obligations arising from any contracts entered into between you and us;
  - (e) complying with laws and regulations applicable to us or any of our affiliates in or outside Singapore;

- (f) legal proceedings, including collecting overdue amounts and seeking professional advice;
- (g) improving and furthering our Services;
- (h) promoting and marketing our Services; or
- (i) purposes directly related or incidental to any of the above.

2.3 Such data will be used to facilitate communication, and processing of internal administrative and record keeping. We will keep the Personal Data we hold confidential and take steps to prevent unauthorized disclosures of the same. However, we will disclose such information to:

- (a) personnel, employees, agents, advisers, auditors, contractors, financial institutions, and service providers to the extent reasonably necessary for the provision and maintenance of the Services or in connection with any of our operations;
- (b) our overseas offices, affiliates, business partners and counterparts (if any);
- (c) persons under a duty of confidentiality to us;
- (d) persons to whom we are required to make disclosure under applicable laws and regulations in or outside Singapore; or
- (e) actual or proposed transferees or participants of our Services in or outside Singapore.

2.4 Core Data: For producing Core Data, we may aggregate your Personal Data together with similar data from other users. Core Data will be produced in such a manner that the underlying data will no longer be identifiable to any specific user. We may share Core Data amongst users as part of the Services provided, and also with our business partners and other third parties to help us make improvements and/or enhancements to our Services and for marketing and research purposes.

### 3 Cookies

3.1 The Platform uses cookies to distinguish you from other users of the Platform. This helps us to provide you with a good experience when you browse the Platform and also allows us to improve the Platform. By continuing to browse the Platform, you are agreeing to our use of cookies.

3.2 A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer and of your other device if you agree. Cookies contain information that is transferred to your computer's hard drive.

3.3 We use the following cookies.

- (a) **Strictly necessary cookies.** These are cookies that are required for the operation of the Platform. They include, for example, cookies that enable you to log into secure areas of the Platform, use a shopping cart or make use of e-billing services.
- (b) **Analytical/performance cookies.** They allow us to recognize and count the number of visitors and to see how visitors move around the Platform when they are using it. This helps us to improve the way the Platform works, for example, by ensuring that users are finding what they are looking for easily.
- (c) **Functionality cookies.** These are used to recognize you when you return to the Platform. This enables us to personalize our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

3.4 Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/ performance cookies or targeting cookies.

3.5 We may use the following third party web analytics services on the Platform. The service providers that administer these services use technologies such as cookies, web server logs and web beacons to help us analyze how visitors use the Platform. The information collected through these means (including IP address) is disclosed to these service providers, who use the information to evaluate use of the Platform. These analytic services may use the data collected to contextualize and personalize the marketing materials of their own advertising network.

3.6 You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies), you may not be able to access all or parts of the Platform.

#### 4 Security

##### 4.1 What we do

- (a) We are committed to the safety and security of your personal data and information. We use a world class cloud infrastructure provider for storing all information and for hosting the platform. We place your Personal Data in an encrypted database and file system and deploy firewalls, SSL and encryption technology for data transmission.
- (b) We may hold your Personal Data on servers in Singapore and any other territories as we see fit from time to time. We may also transfer your Personal Data to our overseas offices or to any of the persons listed in clause 2.3 above, who may be located in or outside of Singapore.
- (c) We restrict access to your Personal Data by our staff on a need-to-know basis only. Once we have received your Personal Data, we will use strict procedures and security features to try to prevent, as far as reasonably possible, unauthorized access to your Personal Data.

##### 4.2 What you should and should not do

You should keep your user ID and password strictly confidential at all times and should not share these details with anyone. In public areas, you should exercise caution and not leave your computer unattended whilst using the Services. You should also avoid using public computer terminals to access the Services, unless you can adequately verify that the terminal is free from spyware and that you can erase all of your information upon exiting the terminal. We will not be liable for any loss or damage arising from any unauthorized access due to any failure to comply with these precautions.

#### 5 Changes to this Policy

By using the Platform or Tilde's Services, you agree to the terms of this Policy. We may revise the terms of this Policy from time to time and will always present the most up-to-date version on our Platform. It is your responsibility to periodically review and keep yourself apprised of the latest terms but, if any revision meaningfully affects your rights, we will take reasonable steps to notify you of such changes.

#### 6 Data retention

6.1 We retain Personal Data for as long as it is necessary. It may be archived as long as we believe that the purpose for which it was used still exists. We will retain your Personal Data until the purpose for which that Personal Data was collected is no longer being served by the retention of the Personal Data, and the Personal Data does not need to be retained any longer for any legal or business purpose. If any part of the Personal Data has been collected as part of our anti-money laundering or countering the financing of terrorism measures, we will retain such Personal Data for at least five years after the termination of the business relationship with you.

6.2 If you decide to stop using our Services, we will delete all such data within a reasonable time after the termination of the Services or after cessation of the subject matter to which such Personal Data relates, subject to retention for purposes of complying with applicable laws, resolving disputes, enforcing the terms of our contract(s) with you and protecting our intellectual property rights.

6.3 Sometimes, the Personal Data we collect in accordance with this Policy may be retained, transferred, or processed outside Singapore. We will comply with our obligations under the Personal Data Protection Act in relation to such retention, transfer, or processing for as long as the data remains within our possession or control. We will take measures that are reasonably within our means to ensure that the recipient(s) of your Personal Data located outside Singapore will provide to your Personal Data a level of protection that is comparable to that required by the Personal Data Protection Act. However, if data needs to be retained, transferred to, or processed in countries that have less stringent personal data protection laws than Singapore in order to provide you with the Services you, you are deemed to consent to such transfer, storage, or processing in providing your Personal Data to us during your use of the Platform. You may at any time inform us that you wish to withdraw your consent to such transfer, storage, or processing of your Personal Data. This may

affect or remove our ability to provide you with certain or all the Services.

## 7 Personal Data Policy

7.1 You have provided Personal Data in connection with the Platform and to process any application for Services, where failure to supply such Personal Data may result in an application for Services being rejected.

7.2 We intend to use your Personal Data in direct marketing. We may also provide your Personal Data to other persons for their use in direct marketing, whether or not such persons belong to the Group.

7.3 As further explanation, please note that:

- (a) Personal Data includes your name, contact details (including address, contact number, email address), products and services information, transaction pattern and behavior, background and demographic data held by us from time to time;
- (b) the following classes of services, products and subjects may be marketed in direct marketing:
  - (i) our Services and services and products related to the Platform and/or our affiliates; and
  - (ii) invitations to events such as webinars;
- (c) we may conduct direct marketing via fax, email, direct mail, telephone and other means of communication or send e-newsletters to you.

## 8 Your consent and rights

8.1 Under the Personal Data Protection Act, individuals have (amongst other things) the rights:

- (a) to check whether we hold Personal Data about you and to access such data;
- (b) to require us to correct as soon as reasonably practicable any data relating to you that is inaccurate;
- (c) to ascertain our policies and practices in relation to Personal Data and the kind of Personal Data held by us; and
- (d) to object to the use of your Personal Data for marketing purposes and that we shall not use your Personal Data for marketing purposes after you communicate your objection to us.

8.2 However, please note that Singapore law allows us to refuse such requests under certain circumstances, such as where (i) the burden or expense of providing access to the relevant data would be unreasonable to us or disproportionate to your interests or (ii) disclosing such Personal Data would reveal confidential commercial information that could reasonably be expected to harm our competitive position.

8.3 Please send requests for such objections, access to data, correction of data, information regarding policies and practices and kinds of data held, questions or complaints to: [dataprivacy@tildetrading.com](mailto:dataprivacy@tildetrading.com). We reserve the right to charge a reasonable fee for processing any data access request(s).

## 9 Limitation of Liability

To the maximum extent permitted by law, we will not be liable to you for any loss (including loss of information, data, revenues, profits or savings) or damage resulting, directly or indirectly, from any use of, or reliance on the Services. You assume full responsibility for results obtained from the use of the Services and the conclusions drawn from such use.

## 10 Governing law and jurisdiction

This Policy is governed by the laws of Singapore and any dispute arising out of or in connection herewith is subject to the exclusive jurisdiction of the Singapore courts.

## 11 Definitions:

"Core Data" means statistical collective data amongst users produced by the Group as part of the Service.

"Group" includes Tilde (using whatever trading names as it considers appropriate for its business and marketing purposes) and any company which may from time to time be established and which may fall under the majority ownership and control of the officers of Tilde including its parent or holding company and any subsidiary and any company which has a strategic or operational partnership agreement with the Company.

"Personal Data" means data, whether true or not, about you that is sufficient to enable us to identify you, either when considered in isolation or together with other information that we have or are likely to have access to. For the avoidance of doubt, Personal Data includes (without limitation) Personal Identification Information and Personal Financial Data.

"Personal Data Protection Act" means the Singapore Personal Data Protection Act 2012.

"Personal Financial Data" means financial account statements and other financial data that you provide to us or authorize us to have access in order to deliver the Services to which you have subscribed.

"Personal Identification Information" means your name, address, identification number, phone number, and/or other information by which you may be personally identified.

"Platform" means [www.tildetrading.com](http://www.tildetrading.com) or such website or any other mobile application powered by us to provide Services, but does not include any website or mobile application owned or operated by a third party that may be accessed from any page on [www.tildetrading.com](http://www.tildetrading.com) or mobile application powered by us.

"Services" means the services provided by us as listed at [www.tildetrading.com](http://www.tildetrading.com) and amended from time to time.

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