

Notice of Singapore Financial Data Exchange (“SGFinDex”) Terms and Conditions

1. By clicking “proceed” or otherwise using or accessing SGFinDex (including to retrieve data or by viewing any retrieved data), You confirm that You have read, understood and agree to the **Terms and Conditions Governing Use of Singapore Financial Data Exchange** and Our **Data Protection Policy**, including consenting and authorising Us to retrieve through SGFinDex Your personal information (including identification number and IP address) and **account, financial, transactional and other data** (including from joint accounts) (“**Data**”) and to collect, process, use and/or disclose Your Data in the manner set out therein, and in particular for:
- the **specified purposes**, which include:
 - evaluating the financial planning services suited to Your needs, assessing and processing Your applications or requests, and/or the provision, by Us, to You of any financial planning services;
 - Your use and/or access and the operation of SGFinDex;
 - monitoring and conducting data analytics, relating to, or in respect of, any new or existing financial planning services, the provision of any financial planning services or Your use of any financial planning services; and/or
 - to comply with any applicable laws, rules, guidelines, circulars, practice notes, orders, directions or guidance issued by any governmental and/or regulatory authority in Singapore or in any relevant jurisdiction, and/or to discharge, enforce or defend any of Our contractual or other legal obligations or rights; and
 - such purposes as set out in Our **Data Protection Policy**.

The **Terms and Conditions Governing Use of Singapore Financial Data Exchange** will also apply whenever You instruct Us to update or refresh Your Data through SGFinDex.

2. Your use of and/or access to SGFinDex (including to retrieve data or viewing any retrieved data) is subject to, and shall be governed by, the **Terms and Conditions Governing Use of Singapore Financial Data Exchange (“Conditions”)**. Please read the Conditions carefully as well as each amendment, variation or modification to the Conditions. If You do not agree to any of the Conditions or any amendment, variation or modification to the Conditions, You must not use or access, or immediately stop using or accessing, SGFinDex. If You use or access, or continue to use or access, SGFinDex, You shall be deemed to have accepted and agreed to be bound by the Conditions and/or any such amendment, variation and/or modification.

Terms and Conditions Governing Use of Singapore Financial Data Exchange

Your Use (as defined below) of SGFinDex is subject to, and shall be governed by, these Terms and Conditions. Please read these Terms and Conditions carefully as well as each amendment, variation or modification to these Terms and Conditions. If You do not agree to any of these Terms and Conditions or any amendment, variation or modification to these Terms and Conditions, You must not Use or immediately stop Using SGFinDex. If You Use or continue to Use SGFinDex, You shall be deemed to have accepted and agreed to be bound by these Terms and Conditions and/or any such amendment, variation and/or modification.

1. Definitions

1.1 In these Terms and Conditions, the following words and phrases shall have the respective meanings set out below unless the context otherwise requires:

1.1.1 “**SGFinDex**” means the data sharing platform currently known as the "Singapore Financial Data Exchange", provided by the Operator, which You may Use to, among other things, authorise the sharing of Your Data, and includes all systems, equipment, connections owned, operated or used by the Operator in connection with, or for the purposes of the operation of, the platform.

1.1.2 “**Claims**” means any and all claims, demands, actions, suits and proceedings.

1.1.3 “**Customer Data**” means the account, financial, transactional and other data of a customer or user (including You), or relating to a customer or user (including You), of any Participant and includes the types of data set out at www.citibank.com.sg/SGFinDexCustomerData

1.1.4 “**Data**” means Personal Information and Customer Data but excludes all Excluded Data.

1.1.5 “**Data Protection Policy**” means a data protection or privacy notice, policy, guidelines or document by any other name issued by an entity and which sets out information on how such entity manages personal data.

1.1.6 “**Excluded Data**” means:

- (i) if You are reflected in a Participant’s records as an accredited investor (as defined in the Securities and Futures Act (Chapter 289)), any and all data of or relating to any account held by You with such Participant; and
- (ii) such data which the Participants have agreed will not be made available through SGFinDex.

1.1.7 “**Financial Planning**” includes money management, insurance, investment, retirement (including government schemes like CPF, SRS, SSB, private savings, investments or protection, and real estate including the primary residence) and estate planning and refers to a process that helps individuals manage their resources to achieve both short- and long-term financial goals, starting with ascertaining their current financial situation and includes understanding their financial resources, risk appetite and profile, followed by setting financial goals and creating and implementing an action plan to achieve their

goals, with regular reviews of the financial plan to ensure that the plan remains relevant at different life stages or with evolving needs.

- 1.1.8 **“Financial Planning Services”** means products, tools and/or services relating to, or for the purpose of, Financial Planning.
- 1.1.9 **“Losses”** means any and all losses, liabilities, damages and all related costs and expenses (including any and all legal fees on an indemnity basis and costs of investigation, litigation, settlement, appeal, interest, fines and penalties).
- 1.1.10 **“MyInfo”** refers to the data sharing platform currently known as "MyInfo", provided by the Government Technology Agency on behalf of the Government of Singapore.
- 1.1.11 **“Operator”** means the Government Technology Agency on behalf of the Government of Singapore, or such other person as may from time to time be the operator of SGFinDex.
- 1.1.12 **“Participants”** shall have the meaning set out at www.citibank.com.sg/SGFinDexParticipants, and includes, for the avoidance of doubt, the financial institution or entity through whose application or website or electronic platform You Use SGFinDex, but excludes the Operator.
- 1.1.13 **“Personal Information”** means data, whether true or not, about an individual (including You) who can be identified from that data, or from that data and other information to which a Participant or the Operator has or is likely to have access, and includes:
- (i) the name, identification number(s) and particulars, contact details, date of birth, address, education details and other data relating to a customer or user (including You);
 - (ii) electronic data or information relating to a customer or user (including You) or the device used by a customer or user (including You) to access a Participant's online service and/or to Use SGFinDex, such as Internet Protocol address, Mac address, network interfaces, location data, device type and model and other forms of data from such device in connection with Your Use of SGFinDex;
 - (iii) information collected through technologies such as cookies, activity logs, online identifiers and analytics tags; and
 - (iv) such other information as may be provided by, or collected from, You or any Participant or the Operator in connection with Your use of a Participant's online service and/or Use of SGFinDex.
- 1.1.14 **“Related Corporations”** has the meaning given to that term in the Companies Act (Chapter 50).
- 1.1.15 **“Representatives”**, with respect to a Participant, means:
- (i) the officers, employees and/or professional advisers of such Participant;
 - (ii) the officers, employees, subcontractors and/or professional advisers of the outsourcing partners of such Participant; and

- (iii) the officers, employees, subcontractors and/or professional advisers of the service providers of such Participant (including but not limited to Related Corporations of the Participant acting as service providers),

where “**professional advisers**” means providers of legal, audit and/or professional consultancy services.

1.1.16 “**Terms and Conditions**” means these Terms and Conditions Governing Use of Singapore Financial Data Exchange.

1.2 In these Terms and Conditions, unless the context otherwise requires:

1.2.1 headings are for convenience only and do not affect the interpretation of these Terms and Conditions;

1.2.2 words importing the singular include the plural and vice versa;

1.2.3 words importing a gender include any gender;

1.2.4 when capitalised, other parts of speech and grammatical forms of a word or phrase defined in these Terms and Conditions have a corresponding meaning;

1.2.5 the words “**include**” or “**including**” shall be deemed to be followed by “**without limitation**” or “**but not limited to**” whether or not they are followed by such phrases or words of like import;

1.2.6 a reference to a "day" means a calendar day; and

1.2.7 any reference to a time of day is a reference to Singapore time unless otherwise stated.

2. Use of SGFinDex

2.1 For the purposes of these Terms and Conditions, You “**Use**” SGFinDex if You use or access SGFinDex or any functionality of SGFinDex or access or view any Data retrieved through SGFinDex, including:

2.1.1 where You complete the linkage process for any Participant;

2.1.2 where You give an instruction to update or refresh Your Data;

2.1.3 where You give (or revoke) any consent referred to in these Terms and Conditions;

2.1.4 where You issue any instruction pursuant to these Terms and Conditions; and

2.1.5 where any Participant uses or accesses SGFinDex or any functionality of SGFinDex (including to make available or to retrieve Your Data) pursuant to or to give effect to an instruction or consent given by You.

2.2 Where any Participant uses or accesses SGFinDex or any functionality of SGFinDex (including to make available or to retrieve Your Data) pursuant to an instruction or consent given by You, such use or access shall, as between such Participant and You, be deemed to be Your Use of SGFinDex.

3. Consents

3.1 When You give an instruction or Your consent to any Participant (“**Data Source**”) to make Your Data available through SGFinDex, You agree that Clauses 3.1.1 and 3.1.2 shall apply in respect of such Participant and such instruction or consent.

3.1.1 You acknowledge, consent, agree and authorise such Participant to make available for retrieval, and to disclose, Your Data through SGFinDex and to collect, process, use and/or disclose Your Data for any of the following purposes:

- (i) the provision, by any Participant to You, of any Financial Planning Services;
- (ii) the operation of SGFinDex, performing such Participant’s obligations or to exercise such Participant’s rights under or in connection with such Participant being a participant and/or user of SGFinDex (including under any agreements or undertakings relating to SGFinDex which such Participant is bound by);
- (iii) managing and preparing reports on any matter relating to the use or operation of any of such Participant’s systems, SGFinDex and related systems and connections;
- (iv) to comply with any applicable laws, rules, guidelines, circulars, practice notes, orders, directions or guidance issued by any governmental and/or regulatory authority in Singapore or in any relevant jurisdiction (whether applicable to You, the Operator, any Participant or otherwise) (“**Applicable Laws**”), or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;
- (v) in connection with any claims, actions or proceedings (including drafting and reviewing documentation, obtaining legal advice, and facilitating dispute resolution), and/or to discharge, enforce or defend any of such Participant’s contractual or other legal obligations or rights;
- (vi) such purposes as set out in such Participant’s Data Protection Policy; and/or
- (vii) disclosure to, and use by, such Participant’s Representatives during such Representatives’ appointment or employment, and strictly on a need-to-know basis for any of the purposes described in this Clause 3.1.1 and at all times, without prejudice to any requirements under Applicable Laws (including any outsourcing guidelines issued by the Monetary Authority of Singapore) which may be applicable to any such disclosure to and/or use by such Participant’s Representatives.

3.1.2 You agree that such Participant may, and acknowledge that such Participant will, rely on each of the above consents and authorisations provided by You under Clause 3.1.1 (collectively, Your “**Data Sharing Consent**”).

3.1.3 You acknowledge and agree that Your Data Sharing Consent is effective from the time You give such Participant such instruction or consent and remains valid and in force until, and Your Data Sharing Consent will automatically expire at, 2359 hours (Singapore time) on the 364th day after the day that Your Data Sharing Consent

became effective in accordance with the foregoing. If You wish to revoke Your Data Sharing Consent prior to such time, please submit a revocation request by following the instructions on the website of such Participant or the Operator. Please note that once Your Data Sharing Consent has expired, You will have to provide consent again by completing a new linkage process for such Participant.

3.2 When You give an instruction or Your consent to any Participant (“**Service Consumer**”) to retrieve Your Data through SGFinDex, You agree that Clauses 3.2.1 to 3.2.3 shall apply in respect of such Participant and such instruction or consent.

3.2.1 You acknowledge, consent, agree and authorise such Participant to retrieve, pursuant to Your instruction or consent, Your Data from each Data Source to which You had (based on such Data Source’s records) provided consent to make available Your Data through SGFinDex (and You hereby instruct and authorise such Participant to issue or provide, on Your behalf, such instructions, confirmations and requests through SGFinDex as may be required to do so) and to collect, process, use and/or disclose Your Data for any of the following purposes:

- (i) evaluating Your financial and banking needs to identify the Financial Planning Services suited to Your needs, offering Financial Planning Services to You and assessing and processing any applications or requests made by You in relation to any Financial Planning Services;
- (ii) the provision, by such Participant to You, of any Financial Planning Services;
- (iii) Your Use of SGFinDex, the operation of SGFinDex, performing such Participant’s obligations or to exercise such Participant’s rights under or in connection with such Participant being a participant and/or user of SGFinDex (including under any agreements or undertakings relating to SGFinDex which such Participant is bound by);
- (iv) security and compliance purposes;
- (v) monitoring or improving user experience, operational efficiency, service quality or marketing strategies, developing, improving or enhancing new or existing services or functionalities, monitoring and conducting data analytics (including for statistical, profiling, research, planning or other purposes), in each case relating to, or in respect of, any new or existing Financial Planning Services, the provision of any Financial Planning Services or Your use of any Financial Planning Services;
- (vi) managing and preparing reports on any matter relating to the use or operation of any of such Participant’s systems, SGFinDex and related systems and connections;
- (vii) to comply with any Applicable Laws, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;
- (viii) in connection with any claims, actions or proceedings (including drafting and reviewing documentation, obtaining legal advice, and facilitating dispute

resolution), and/or to discharge, enforce or defend any of such Participant's contractual or other legal obligations or rights;

- (ix) such purposes as set out in such Participant's Data Protection Policy; and/or
- (x) disclosure to, and use by, such Participant's Representatives during such Representatives' appointment or employment, and strictly on a need-to-know basis for any of the purposes described in this Clause 3.2.1 and at all times, without prejudice to any requirements under Applicable Laws (including any outsourcing guidelines issued by the Monetary Authority of Singapore) which may be applicable to any such disclosure to and/or use by such Participant's Representatives.

3.2.2 You agree that such Participant may, and acknowledge that such Participant will, rely on each of the above consents and authorisations provided by You under Clause 3.2.1 (collectively, Your "**Service Consumer Consent**").

3.2.3 You acknowledge and agree that Your Service Consumer Consent is effective from the time You give such Participant such instruction or consent and remains valid and in force until it has been revoked pursuant to a revocation request submitted by You in accordance with the instructions on the website of such Participant and is not affected by the expiry or revocation of any consent given by You to any Data Source.

3.3 You acknowledge, confirm, represent, warrant and agree that:

3.3.1 notwithstanding any instruction or consent given by You, Excluded Data will not be made available through SGFinDex (and that no Participant shall be subject to any obligation to make any Excluded Data available or in respect of or relating to the non-availability of Excluded Data, including any obligation to provide any information or notification regarding such non-availability);

3.3.2 each of the Data Sharing Consents and Service Consumer Consents given by You applies to each and every one of Your accounts with each Data Source to which You have provided a Data Sharing Consent, including joint accounts for which You are an account holder or signatory;

3.3.3 each of the Data Sharing Consents and Service Consumer Consents given by You constitute Your written permission for disclosure of Your Data for the purposes of section 47 and the Third Schedule of the Banking Act (Chapter 19) and/or any other disclosure required or authorised under any Applicable Laws; and

3.3.4 in relation to each account where You are not the sole account holder, You have (prior to providing any consent under this Clause 3) been and will remain at all times duly and unconditionally authorised, by every other account holder to grant and give all requisite consents, approvals and confirmations on behalf of such other account holder.

3.4 Please note that these Terms and Conditions, and in particular this Clause 3, do not apply to MyInfo or any matter relating to, or any data available through, MyInfo (including any use of or access to MyInfo, whether by You, any Participant or any other person).

4. Disclaimers against Warranty, Representation and Liability

4.1 You acknowledge and agree that:

- 4.1.1** SGFinDex is provided on an "as is" and "as available" basis without any warranty of any kind;
- 4.1.2** the accessibility and operation of SGFinDex may rely on technologies outside the control of the Participants;
- 4.1.3** to the extent permitted by law, none of the Participants make or gives any representation or warranty of any kind whatsoever in relation to SGFinDex, Your ability to Use, or Your Use of, SGFinDex (including as to the availability of any of Your Data through SGFinDex) and the Participants disclaim all express, implied and statutory representations and warranties of any kind to You or any third party, whether arising from usage or custom or trade or by operation of law or otherwise, and You confirm that You have not and will not rely on any such representation or warranty, including any representation or warranty:
 - (i) as to the accuracy, adequacy, completeness, correctness, currency, timeliness, reliability, availability, performance, interoperability, security, non-infringement, title, merchantability, quality or fitness for any particular purpose or continued availability of or in respect of SGFinDex or any Data or any other information or data made available or retrieved through SGFinDex; or
 - (ii) that SGFinDex or any associated function or feature will be continuously accessible, uninterrupted or error-free, or that defects will be corrected or that SGFinDex and its servers are and will be free of virus or other malicious, destructive or corrupting code, programmes or macros.

4.2 In particular, Your Use of SGFinDex (including the availability of Your Data through SGFinDex) may be restricted or unavailable as a result of reasons such as:

- 4.2.1** any restriction under any Applicable Laws;
- 4.2.2** any action or measure taken or adopted to comply with or with the objective of complying with any Applicable Laws;
- 4.2.3** any delay or failure by You to update any relevant Participant of any changes in Your (including new) citizenship or nationality status or identification number, including You becoming a citizen or permanent resident of Singapore; and/or
- 4.2.4** any of Your Data becoming Excluded Data.

4.3 You acknowledge and agree that:

- 4.3.1** each Participant is under no obligation, nor is any Participant able, to verify the authenticity of any instruction or consent given or any activity conducted through Your account with any of the online services operated by the Participants, or the identity of the person logging into and using Your account and You agree that each of the Participants may act upon, rely on or hold You solely responsible and liable, as if the

same were conducted by You and You further agree that You will not hold any Participant responsible or liable, in any way whatsoever, for losses, costs, expenses or damages suffered or incurred by You or any third party if there is any unauthorised use of Your account; and

4.3.2 in particular, a Participant retrieving Your Data, and the Participants disclosing or making available Your Data for such retrieval, through SGFinDex may do so based on an instruction or consent given through Your account with the Participant retrieving Your Data. In addition, You agree that the Participants disclosing or making available Your Data shall have no liability for any unauthorised use or disclosure of Your Data by the Participant retrieving Your Data.

4.4 You agree that the rights and interests of each Participant under these Terms and Conditions shall be held, and all obligations and liabilities of each Participant under these Terms and Conditions shall be owed and incurred, on a several and not joint basis and a Participant will not in any way be responsible or liable, in contract, tort (including negligence) or otherwise, to You for or in connection with any failure, breach, act or omission by any other Participant relating to that Participant's obligations or duties under or in connection with these Terms and Conditions.

4.5 You agree that none of the Participants shall have any liability to You or any other person (including the other account holders of accounts where You are not the sole account holder) for or in respect of any Losses or Claims of any kind whatsoever and howsoever caused, whether arising directly or indirectly out of or in connection with any of the following:

4.5.1 Your Use of SGFinDex;

4.5.2 any collection, processing (including retrieval, storage and/or transmission), use and/or disclosure of any of Your Data (whether by a Participant, the Operator or any other person, including any information, products and/or services provided to You or any other person using Your Data or for which Your Data has been retrieved through SGFinDex), but without prejudice to and save for any Service Consumer Contract Rights or Data Source Contract Rights which You may have, where:

(i) **"Service Consumer Contract Rights"** means such rights as You may have against a Service Consumer under the agreement which You have or subsequently enter into with such Service Consumer relating to the provision of Financial Planning Services by such Service Consumer to You using Your Data obtained (or to be obtained) through SGFinDex; and

(ii) **"Data Source Contract Rights"** means such rights as You may have against a Data Source under the agreement which You have entered into with such Data Source pursuant to which such Data Source has collected Your Data which such Data Source has made available through SGFinDex;

4.5.3 any breach by You of these Terms and Conditions (including the consents, confirmations, undertakings, representations and warranties provided by You);

4.5.4 the accuracy, adequacy, completeness, loss, correctness, currency, timeliness, reliability, availability, performance, interoperability, security, non-infringement, title, merchantability, quality or fitness for any particular purpose or continued availability of

or in respect of SGFinDex or any Data or any other information or data made available or retrieved through SGFinDex (or any interruption, delay or error in making available or retrieving such Data or other information or data);

- 4.5.5 any act (including the making available, disclosure, collection, retrieving and/or use of Your Data, as the case may be) taken by any Participant in respect of or in connection with your Use of SGFinDex which is in accordance with, or for the purposes of giving effect to, any consent or instruction given by You (including any consent or instruction which such Participant reasonably believes to have been given by You to another Participant);
- 4.5.6 the transmission or receipt by a Service Consumer of any Data from a Data Source, where such Data Source does not have a valid or in force consent or instruction given by You;
- 4.5.7 any virus or other malicious, destructive or corrupting code, programmes or macros in any Data or any other information or data made available or retrieved using (or in any part of) SGFinDex;
- 4.5.8 any cybersecurity breach or cyber-incident in relation to the transmission of data through, or affecting, any Participant's systems, SGFinDex or the links between SGFinDex and related systems and connections; and/or
- 4.5.9 any decision made or action taken by You or any third party in reliance (directly or indirectly) upon any Data made available or accessible via SGFinDex.

4.6 Without prejudice to the other provisions of this Clause 4, no Claim may be brought by You against any of the Participants, whether under these Terms and Conditions or in relation to SGFinDex or Your Use of SGFinDex, more than one year after the date of the act or omission giving rise to such Claim.

5. Termination and Suspension

5.1 Your Use of SGFinDex may be terminated or suspended at any time with immediate effect and no notice or reasons shall be required to be provided to You.

6. General

6.1 The invalidity, illegality or unenforceability of any provision of these Terms and Conditions shall not in any way affect or impair any other provision of these Terms and Conditions and these Terms and Conditions shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

6.2 The intellectual property rights (including all copyright, patents, utility innovations, trade marks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same) in and to SGFinDex are owned, licensed to or controlled by the Operator, the Participants or their Related Corporations, licensors or service providers, each of which reserve the right to enforce such intellectual property rights to the fullest extent of the law.

- 6.3** These Terms and Conditions may, by notice through posting or publishing on the website of any of the Participants operating an online service with which You have an account, be amended, varied and/or modified with effect on the date specified in such notice. If You continue to Use SGFinDex after such date, You are deemed to have accepted such amendment, variation and/or modification. If You do not accept the amendment, variation and/or modification, You must stop Using SGFinDex. The right to amend, vary and/or modify these Terms and Conditions in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to these Terms and Conditions.
- 6.4** No failure on the part of any Participant to exercise, and no delay on the part of any Participant in exercising, any right or remedy under these Terms and Conditions shall operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy.
- 6.5** Any notice or other communications may be sent by a Participant to You by any of the methods set out below and shall be deemed received by You on:
- 6.5.1** if sent via any print or electronic media, the date of publication or broadcast;
 - 6.5.2** if sent by post or left at Your address as specified in such Participant's records, the day after such posting or on the day it was left at such address; or
 - 6.5.3** if sent by email to Your email address as specified in such Participant's records, the time recorded by the email server or service which such Participant uses as the time at which the email was sent by such Participant.
- 6.6** You agree that each Participant shall have, and may directly enforce, the rights which are granted to such Participant under these Terms and Conditions. Save as aforesaid, a person who or which is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of these Terms and Conditions.
- 6.7** Nothing in these Terms and Conditions is intended, nor shall be deemed, to give rise to any right or liability as between the Participants.
- 6.8** These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Singapore. You hereby submit to the non-exclusive jurisdiction of the courts of Singapore in respect of any matter arising out of or in connection with these Terms and Conditions.

CITIBANK SINGAPORE CIRCULAR RELATING TO THE PERSONAL DATA PROTECTION ACT 2012 (“PRIVACY CIRCULAR”)

This Circular is applicable to all persons and entities who have opened or proposes to open an account with, and/ or who have provided or proposes to provide guarantee or third party security to: (i) Citibank Singapore Limited (“CSL”); (ii) Citibank N.A. Singapore branch (“CNA SG”); and/or (iii) another branch, subsidiary, representative office, affiliate or agent of Citibank, N.A., where the relevant account or account application to the extent is serviced by representatives of CSL or CNA SG.

This Circular has been prepared by CSL and CNA SG (collectively, “Citi”) in connection with the Personal Data Protection Act (No. 26 of 2012) of Singapore (the “Act”), to explain what personal data (as defined in the Act) Citi collects and the circumstances under which Citi may use or disclose it. I agree that my use or continued use of any of Citi’s services shall be deemed as my acceptance and agreement to be bound by the provisions of this Circular.

Citi’s goal is to maintain the trust and confidence of all its customers and prospective customers in its handling of personal data.

All references in this Circular to “I”, “me”, “my”, “we”, “us” and “our” refer to the person(s) who opened or proposes to open an account with, or who have provided or proposes to provide guarantee or third party security to Citi. All references in this Circular to “Citi”, “you”, and “your” refer to Citi.

Information Citi Collects and Uses

- a) From time to time, Citi may collect directly from me, from any person authorized by me in a manner approved by you, from third parties including Relevant Individuals (defined below) and from publicly available sources including credit bureaus the following information and data:
- i) personal data about me, my family members, my friends, my beneficiaries, my attorneys, my shareholders, my beneficial owners (if relevant), persons under any trust, trustees, partners, committee members, directors, officers or authorized signatories, guarantors, other security providers and other individuals (collectively all of the foregoing who are natural persons, “**Relevant Individuals**”), which may include names, identification particulars, contact details, products and services portfolio information, transaction patterns and behaviour, financial background, investment history, educational background and demographic data;
 - ii) information and data generated in the ordinary course of the continuation of my banking/financial relationship with Citi, for example, during account reviews or when a Relevant Individual gives instructions, writes checks, transfers funds, deposits money, enters into a transaction or arranges banking/credit facilities for himself/herself or for any third party or participation in contests or rewards programmes and other information and records, such as my preferences, my answers to questions intended for security verification and data I choose to provide; and
 - iii) information from cookies, or other technologies deployed for analysis of visits to websites or the use of any information technology application of Citi.
- b) I acknowledge that where a Relevant Individual fails to supply relevant information or data or withdraw consents in respect of use and/or disclosure of relevant information or data as described in this Circular, Citi may be unable to open or continue accounts, or establish or continue banking/credit facilities or provide banking/ financial products/services. Citi will inform the Relevant Individual of likely consequences where the Relevant Individual withdraws consent given or deemed to have been given.
- c) I warrant to Citi that where I or my representatives are responsible for the provision of any information or data relating to any Relevant Individual to Citi, or actually provide any such information or data to Citi, I have informed each Relevant Individuals and such Relevant Individual has given consent to Citi’s collection, use and disclosure of such information as described in this Circular, and that I will obtain such consent in advance of providing any similar information in the future.

d) I agree that data of a Relevant Individual may be processed, kept, transferred or disclosed in and to any country/ jurisdiction as Citi considers appropriate or necessary, in accordance with applicable law for the purposes described below. Such data may also be processed, kept, transferred or disclosed in accordance with the local practices and laws, rules and regulations (including any regulatory requests, governmental acts and orders) in such country/jurisdiction.

Purposes for which Information is Used and Disclosed

e) I agree that my information and data may be used and disclosed, including to places in or outside Singapore for the following purposes (collectively “Permitted Purposes”):

- i) to make decisions relating to the opening or continuation of accounts and the establishment, provision or continuation of banking/credit facilities or banking/financial services including banking, investment, trust, insurance, credit card, personal loan, mortgage, auto loan, financial and wealth management products and services and otherwise maintaining accurate “know your customer” information and conducting anti-money laundering, credit and background checks;
- ii) to provide, operate, process and administer my Citi accounts and services or to process applications for Citi accounts and services, any banking/financial transactions (including remittance transactions and credit/ financial facilities), and to maintain service quality and train staff;
- iii) to undertake activities related to the provision of the Citi accounts and services including the subscription or proposed subscription of products or services (whether offered or issued by Citi or otherwise) and the provision of research reports;
- iv) to provide product related services and support, including, without limitation, provision of processing or administrative support or acting as an intermediary / nominee shareholder / agent in connection with your participation in various products (whether such products are offered or issued by Citi, Citi’s affiliates, third parties or through other intermediaries or distributors);
- v) to provide or grant access to product related materials such as offering documents, research reports, product profiles, fact sheets, term sheets or other product related materials;
- vi) to fulfil foreign and domestic legal, regulatory and compliance requirements (including US anti-money laundering and tax obligations applicable to Citigroup Inc., including any of its affiliates and subsidiaries (collectively, “Citigroup”) and disclosure to any stock exchange, court, authority or regulator pursuant to relevant guidelines, regulations, orders, guidance or requests from such organisations) and comply with any applicable treaty or agreement with or between foreign and domestic governments applicable to Citigroup;
- vii) to verify the identity or authority of Relevant Individuals, my representatives who contact Citi or may be contacted by Citi and to carry out or respond to requests, questions or instructions from verified representatives or other parties pursuant to your then-current security procedures;
- viii) for risk assessment, statistical, trend analysis and planning purposes, including to carry out data processing, statistical, credit, risk and anti-money laundering analyses, creating and maintaining credit scoring models, and otherwise ensuring ongoing credit worthiness of Relevant Individuals including conducting credit and other background checks and reviews, and maintaining credit history of individuals (whether or not there exists any direct relationship between that Relevant Individual and Citi) for present and future reference;
- ix) to monitor and record calls and electronic communications with Relevant Individuals for record keeping, quality, training, investigation and fraud prevention purposes;
- x) for crime and fraud detection, prevention, investigation and prosecution;
- xi) to enforce (including without limitation collecting amounts outstanding) or defend the rights of Citi, its employees, officers and directors, contractual or otherwise;

- xii) to perform internal management, to operate control and management information systems, and to carry out internal audits or enable the conduct of external audits;
 - xiii) to enable an actual or proposed assignee of Citi, or participant or sub-participant of Citi's rights in respect of you to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - xiv) to comply with contractual arrangements by or between financial industry self-regulatory, financial industry bodies, associations of financial services providers or other financial institutions, including assisting other financial institutions to conduct credit checks or collect debts;
 - xv) to manage Citi's relationship with you, which may include providing information to you or a Relevant Individual, about Citi or Citi's affiliates products and services, where specifically consented to or where permissible under applicable laws and regulations;
 - xvi) for marketing financial, banking, credit, investment, trust, insurance, credit card, personal loan, mortgage, auto loan, financial and wealth management related products or services by various modes of communication including mail, telephone call, SMS, fax, electronic mail, internet, market research, and designing or refining any similar products or services including by conducting market research, data analysis, and surveys;
 - xvii) to comply with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within Citigroup and any other use of data and information in accordance with any Citigroup-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities; and
 - xviii) purposes relating directly thereto.
- f) In addition, I agree that my information and data may be use and disclosed, where permitted by applicable law, to the following entities (inside or outside Singapore) for any relevant purpose which is part of the Permitted Purposes or for processing in accordance with any purpose described in the Permitted Purposes:
- i) any agent, contractor or third party service provider who provides administrative, mailing, telemarketing, direct sales telecommunications, call centre, business process, travel, visa, knowledge management, human resource, data processing, information technology, computer, payment, debt collection, credit reference or other background checks, custodian, depository, nominee or securities clearing or other services to Citi in connection with the operation of the business of Citi;
 - ii) any person or entity which is part of Citigroup although only to the extent necessary to fulfil the relevant Permitted Purpose;
 - iii) any drawee or drawer bank in connection with any cheque or equivalent;
 - iv) any financial institution, charge or credit card issuing companies, trustees, insurers, securities and investment services providers with whom I have or propose to have dealings;
 - v) credit reference agencies, credit information bureaus, and, in the event of default, debt collection agencies;
 - vi) any person or entity to whom a Citigroup entity is under an obligation or otherwise required to make disclosure pursuant to legal process or under the requirements of any foreign or domestic law, regulation, court order or agreement entered into, binding on or applying to Citigroup, or agreement entered into by Citigroup and any government authority, domestic or foreign, or between or among any two or more domestic or foreign governmental authorities, 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 of industry bodies or associations of financial services providers or securities exchanges with which Citigroup is required or expected to comply, or any disclosure pursuant to any contractual or other commitment of Citigroup 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, or securities exchanges, all of which may be within or outside Singapore including disclosure to courts, tribunals, and/or legal, regulatory, tax and government authorities, whether such legal process, obligation, request, requirement, agreement or guidance may be existing currently or created in the future;

- vii) any financial institution, processing agent, or any other person who will be involved in remittance transactions or any banking/financial activities;
- viii) any actual or proposed assignee of Citi or participant or sub-participant or transferee of Citi's rights in respect of me or any other Relevant Individual, all or any part of the assets or business of Citi; and
- ix) any party giving or proposing to give a guarantee or third party security to guarantee or secure my obligations or those of any Relevant Individual.

Collection, use and disclosure in respect of Credit Reference Agencies

g) Of the information and data which may be collected or held by Citi from time to time in connection with a Relevant Individual having or applying for a credit card, personal loan, mortgage, auto loan (whether as a cardholder, borrower, mortgagor or guarantor and whether in the Relevant Individual's sole name or in joint names with others), the following information and data relating to the Relevant Individual (including any updated data of any of the following data from time to time) may be provided by Citi, on its own behalf and/or as agent, to a credit reference agency:

- i) full name;
- ii) capacity in respect of facility/loan (as cardholder, borrower, mortgagor or guarantor, and whether in the Relevant Individual's sole name or in joint names with others);
- iii) identification or travel document number;
- iv) date of birth;
- v) correspondence address;
- vi) account number in respect of each facility/loan;
- vii) type of facility;
- viii) account status (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order);
- ix) repayment trend and status (e.g. full or partial payment, current or late);
- x) if any, account closed date in respect of each facility/loan;
- xi) facility/loan application date; and
- xii) where there is any outstanding material default, account general data together with the default data relating to such material default.

The credit reference agency will use information and data supplied by Citi for the purposes of compiling a count of the number of similar facilities from time to time held by the Relevant Person with credit providers in Singapore, as cardholder, borrower, mortgagor or guarantor respectively and whether in the Relevant Person's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers.

h) For the purpose of paragraph (d) above, Citi may access and obtain from the credit reference agencies such personal and account information or records of any Relevant Individual (including information about the number of facility/loan count) held by any credit reference agency in accordance with the Act. Without prejudice to the foregoing, Citi may from time to time access the personal and account information or records of the any Relevant Individual (including information about the number of mortgage count) held by a credit reference agency for reviewing any of the following matters in relation to the existing credit facilities granted to the Relevant Individual or to a third party which obligations are guaranteed by the Relevant Individual:

- i) an increase in the credit amount;
- ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount);
- iii) granting of additional facility/loan; or

iv) the putting in place or the implementation of a scheme of arrangement with the Relevant Individual or the third party.

Citi may have obtained a credit report on the Relevant Individual from a credit reference agency in considering any application for credit. In the event the Relevant Individual wishes to access the credit report, Citi will advise the contact details of the relevant credit reference agency.

Inquiries

i) The person to whom requests under the Act, including complaints and requests for information regarding policies and practices and kinds of data held are to be addressed to:

Citi Personal Data Protection Officer
Citibank Singapore Ltd
Global Consumer Group
Robinson Road P.O.Box 356
Singapore 900706

Alternatively, you can login to Citibank Online with your username and password and send us a secured email.

j) Where permissible by my account terms and conditions, I hereby agree that Citi may amend and vary the terms of this Circular from time to time and that upon notification to me of such amended Circular, the contents thereof shall similarly amend, vary and supplement such account terms and conditions, agreements and/or arrangements aforesaid with effect from the date specified in such amended Circular, and without prejudice to the foregoing, my use or continued use of any of Citi's services after such change shall also be deemed as my acceptance and agreement to the same.

k) I acknowledge that nothing in this Circular limits or seeks to limit my rights under the A

Specified Purposes

1.1 When You give an instruction or Your consent to any Participant (“**Data Source**”) to make Your Data available through SGFinDex, You agree that Clauses 3.1.1 and 3.1.2 shall apply in respect of such Participant and such instruction or consent.

1.1.1 You acknowledge, consent, agree and authorise such Participant to make available for retrieval, and to disclose, Your Data through SGFinDex and to collect, process, use and/or disclose Your Data for any of the following purposes:

- (i) the provision, by any Participant to You, of any Financial Planning Services;
- (ii) the operation of SGFinDex, performing such Participant’s obligations or to exercise such Participant’s rights under or in connection with such Participant being a participant and/or user of SGFinDex (including under any agreements or undertakings relating to SGFinDex which such Participant is bound by);
- (iii) managing and preparing reports on any matter relating to the use or operation of any of such Participant’s systems, SGFinDex and related systems and connections;
- (iv) to comply with any applicable laws, rules, guidelines, circulars, practice notes, orders, directions or guidance issued by any governmental and/or regulatory authority in Singapore or in any relevant jurisdiction (whether applicable to You, the Operator, any Participant or otherwise) (“**Applicable Laws**”), or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;
- (v) in connection with any claims, actions or proceedings (including drafting and reviewing documentation, obtaining legal advice, and facilitating dispute resolution), and/or to discharge, enforce or defend any of such Participant’s contractual or other legal obligations or rights;
- (vi) such purposes as set out in such Participant’s Data Protection Policy; and/or
- (vii) disclosure to, and use by, such Participant’s Representatives during such Representatives’ appointment or employment, and strictly on a need-to-know basis for any of the purposes described in this Clause 3.1.1 and at all times, without prejudice to any requirements under Applicable Laws (including any outsourcing guidelines issued by the Monetary Authority of Singapore) which may be applicable to any such disclosure to and/or use by such Participant’s Representatives.

1.1.2 You agree that such Participant may, and acknowledge that such Participant will, rely on each of the above consents and authorisations provided by You under Clause 3.1.1 (collectively, Your “**Data Sharing Consent**”).

1.1.3 You acknowledge and agree that Your Data Sharing Consent is effective from the time You give such Participant such instruction or consent and remains valid and in force until, and Your Data Sharing Consent will automatically expire at, 2359 hours (Singapore time) on the 364th day after the day that Your Data Sharing Consent became effective in accordance with

the foregoing. If You wish to revoke Your Data Sharing Consent prior to such time, please submit a revocation request by following the instructions on the website of such Participant or the Operator. Please note that once Your Data Sharing Consent has expired, You will have to provide consent again by completing a new linkage process for such Participant.

Information relating to the following types of accounts that you hold with Citi will be disclosed by/retrieved from Citi:

- Current and Savings Accounts
- Fixed Deposits
- Credit/Debit Cards
- Loans
- Unit Trust