

PERSONAL DATA PROTECTION NOTICE

This Personal Data Protection Notice (“**Notice**”) is provided to the Client of TFS in accordance with the requirements of the Personal Data Protection Act 2012 (“**PDPA**”). Terms defined in this Notice have the same meaning as in the Client Agreement and Margin Client Agreement (Securities Trading Account).

1. COLLECTION OF PERSONAL DATA

- 1.1 As a Client of TFS, we will need you to provide us with information about yourself and/or relating to any of your Account(s). Your information may also be collected or compiled in the ordinary course of the relationship between us. Such information may be considered to be “personal data” protected under the PDPA.
- 1.2 You acknowledge and consent to our collection of your personal data for the purposes listed in Clause 2 (Use, Disclosure and/or Processing of Personal Data) below.
- 1.3 Failure to supply such data may result in TFS being unable to open or continue accounts or establish or continue credit facilities or provide securities brokerage, nominee and advisory services or any products or services offered by TFS or any member of the TFS Group.
- 1.4 It is also the case that data are collected from the Client in the ordinary course of the commencement or continuation of the business relationship. Information about the Client may also be collected when the Client uses TFS' website, platform, APP or when the Client applies for or uses other services offered by TFS or any member of the TFS Group.
- 1.5 This statement may be revised, amended, or updated from time to time by TFS and is an integral part of all contracts, agreements and other binding arrangements with the Client enter into with TFS.

2. USE, DISCLOSURE AND/OR PROCESSING OF PERSONAL DATA

2.1 Users

Personal data held by TFS relating to the Client, the Client’s agent(s) or the Client’s guarantor(s) (if any) may be used for the purposes of the maintenance and operation of the Account in accordance with relevant Agreement(s), distribution of research report, enforcement against counterparty, risk assessment, compliance with regulatory requirements of “Know Your Client” and to carry out due diligence to assess the Client’s investment suitability and for any other directly related purposes and will be kept confidential, but TFS may provide such information to:

- (a) any agent, contractor or third-party service provider who provides administrative, telecommunications, computer, payment, or securities clearing, printing or other services to TFS in connection with the operation of its business;
- (b) any other companies of TFS or any member in the TFS Group;
- (c) any other person under a duty of confidentiality to TFS including a company of TFS which has undertaken to keep such information confidential;
- (d) any financial institution with which the Client has or proposes to have dealings;

- (e) any actual or proposed assignee of TFS or participant or sub-participant or transferee of TFS' rights in respect of TFS;
- (f) any person when we are compelled to make disclosure under the requirements of any law binding on TFS or any member in the TFS Group;
- (g) any person with the Client's express or implied consent;
- (h) any person where our interests require disclosure;
- (i) any person where the public interest requires disclosure;
- (j) any person to conduct credit checks at the time of the account opening and at the time of regular or any reviews which can take place one or more times each year; and
- (k) MAS, relevant exchanges or markets, and any regulator, agency, authority, or person in Singapore and/or applicable jurisdictions (where applicable) in compliance with their requirements or requests for information subject to the applicable laws.

2.2 The purposes for which data relating to a Client may be used are as follows:

- (a) the daily operation of the services and credit facilities provided to the Client;
- (b) conducting credit checks;
- (c) assisting other financial institutions to conduct credit checks;
- (d) ensuring ongoing credit worthiness of the Client;
- (e) designing financial services and related products for the Client's use;
- (f) marketing financial services or related products;
- (g) determining the amount of indebtedness owed to or by the Client;
- (h) collection of amounts outstanding from the Client and those providing security for the Client's obligation;
- (i) meeting the requirement to make disclosure under the requirements of any applicable laws binding on TFS or any member in the TFS Group;
- (j) complying with any obligations, requirements, policies, procedures, measures, or arrangements for sharing data and information within TFS and/or other use of data and information in accordance with any programs for compliance with sanctions or prevention or detection of money laundering, terrorist financing or any other activities; and
- (k) all other purposes ancillary or relating thereto and such other purposes to which the Client may from time to time agree.

2.3 In the course of performing other duties, TFS may, as permitted by law, match, compare, transfer or exchange any personal data provided by the Client with data held, or hereafter obtained, for these or any other purposes by TFS, government bodies, other regulatory authorities, corporations, organizations or individuals in Singapore or overseas for the purpose of verifying those data.

- 2.4 TFS intends to use and/or transfer the Client's data to TFS and/or any member of the TFS Group for direct marketing and TFS requires the consent (including no objection) of the Client for this purpose. Permission to use a Client's data for this purpose is voluntary only. In this connection, please note that:
- (a) The name, contact details, products and services, portfolio information, transaction pattern and financial background of the Client held by TFS or any member in the TFS Group may be used in direct marketing of investment or financial related products and services of TFS; and
 - (b) If a Client does not wish TFS to use and/or transfer the Client's data for use in direct marketing, the Client may, without charge, exercise the right to opt-out.
- 2.5 To indicate consent/no consent to the use of the Client's personal data for direct marketing, the Client must complete an "Opt-out Request – Use of Personal Data in Direct Marketing" in the Account Opening Form.
- 2.6 If the Client does not wish TFS to use the Client's data or provide their data to other persons for use in direct marketing as described above and also wants TFS to advise those other persons to stop using the Client's data for direct marketing, the client may notify TFS of the same at any time.
- 2.7 Failure of the Client to indicate their objection in the Account Opening Form or send a notification to TFS may mean that TFS and any member in the TFS Group will use personal data for direct marketing and that TFS may transfer personal data for gain to any member in the TFS Group or for their direct marketing purposes.

3. RIGHTS OF ACCESS AND CORRECTION

- 3.1 Upon request, TFS will provide the Client with access to Client's personal data or other appropriate information on Client's personal data in accordance with the requirements of the PDPA, subject to a reasonable fee for the handling and processing of Client's requests to access the Client's personal data.
- 3.2 Upon request, TFS will correct an error or omission in Client's personal data in TFS' possession or control in accordance with the requirements of the PDPA.

4. NOTICE OF CONTACT PERSON TO REQUEST ACCESS OR CORRECTION

- 4.1 The person to whom requests for access to data or correction of data or opt out of receiving direct marketing material or for information regarding policies and practices and kinds of data held are to be addressed is as follows:

Data Protection Officer
Tickrs Financial Singapore Pte Ltd
160 Robinson Road #31-01 SBF Center
Singapore 068914
Email: enquiry@tickrs.com.sg