

SINGAPORE PRIVACY POLICY

Natixis Singapore Branch is committed to the proper handling of Customer Information (including Personal Data) in our possession or under our control. This Privacy Policy describes how we collect, use, disclose, process and manage your Customer Information (including Personal Data).

1. Data transactional processing may, subject to all applicable laws, be entrusted by Natixis (“we”) to any of our offices, branches, holding companies, subsidiaries, affiliates or units including such offices, branches, holding companies, subsidiaries, affiliates or units located abroad. You, for and on behalf of yourself, your affiliates, (if applicable) your principals or underlying clients, and (if applicable) your principals’ or underlying clients’ affiliates, agree that we may transfer any data relating to you, your accounts with us (the “**Accounts**”) or to your relationship with us (including, without limitation, any data relating to a guarantor and third party security provider) to such offices, branches, holding companies, subsidiaries, affiliates or units and carry out any transactional and data processing at such locations as we may consider appropriate.
2. We agree to take customary and reasonable precautions to maintain the confidentiality of all information respecting you and/or your Accounts and dealings with us (including, without limitation, any information relating to any guarantor and any third party security provider), provided to us by you or otherwise known to us (“**Customer Information**”). Customer Information (including Personal Data) may be collected from your or any relevant third party(ies) in the ordinary course of the continuation of the banking relationship between you, any relevant third party(ies) and us.
3. You, for and on behalf of yourself, your affiliates, (if applicable) your principals or underlying clients, and (if applicable) your principals’ or underlying clients’ affiliates, acknowledge and agree that we may disclose Customer Information to our other offices and branches and to our holding companies, subsidiaries, affiliates or units, to any actual or proposed assignee of us or participant or sub-participant or transferee of our right and/or related individuals, to any party giving or proposing to give a guarantee or third party security to guarantee or secure the obligations of you and/or related individuals, to any person or organisation participating in the provision of services or to we have outsourced or will outsource certain function or activity of any kind, and to any joint Account holder, or any insurer, guarantor or provider of security in relation to the Services or any Account(s) (each of the aforesaid may also transfer and disclose it):
 - (i) to perform our obligations or provide such services as we may agree with you or other relevant third party(ies) from time to time (the “**Services**”);
 - (ii) to carry out and/or facilitate transactional and data processing;
 - (iii) for information management or banking relationship purposes;
 - (iv) to comply with applicable laws or regulations or guidelines;
 - (v) to comply with applicable internal policies relating to the Accounts or Services and
 - (vi) for the purposes of conducting credit assessments. To the extent permissible by applicable laws and regulations, you, for and on behalf of yourself, your affiliates, (if applicable) your principals or underlying clients, and (if applicable) your principals’ or underlying clients’ affiliates, agree to waive the banking secrecy laws, if any, of the country or countries where you and the Accounts are located with respect to such data and Customer Information.
4. In relation to Customer Information that is about identifiable individuals (such as the person(s) we deal with at your organisation in relation to the Accounts and including, without limitation, any information relating to a relative, guarantor and third party security provider or a shareholder, director, officer or employee of you or guarantor or third party security provider of you) (“**Personal Data**”), we will only use, process, store that Personal Data or transfer or disclose it to our offices, branches, holding companies, subsidiaries, affiliates or units, to any actual or proposed assignee of us or participant or sub-participant or transferee of our right and/or related individuals, to any party giving or proposing to give a guarantee or third party security to guarantee or secure the obligations of you and/or related individuals, to any person or organisation participating in the provision of the Services or to we have outsourced or will outsource certain function or activity of any kind, and to any joint Account holder, or any insurer, guarantor or provider of security in relation to the Services or any Account(s) (who the aforesaid may also transfer and disclose it) (in each case whether within or outside Singapore):

- (i) to perform our obligations and provide the Services;
 - (ii) to carry out and/or facilitate transactional and data processing and for enforcement of any of our rights;
 - (iii) for information and risk management or banking relationship and compliance purposes;
 - (iv) to comply with applicable laws or regulations or guidelines;
 - (v) for the purposes of conducting credit assessments and audits;
 - (vi) designing financial services or related products and marketing financial services or related products;
 - (vii) enabling an actual or potential assignee of us, or participant or sub-participant of our rights in respect of the Services, to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation and
 - (viii) other purposes directly or indirectly relating to any of the above.
5. We may engage third parties to provide storage, information technology, transactional, data processing and other services to us and in those circumstances, they, including any third parties they engage to perform the mentioned services to us, will be required to treat Personal Data (and other Customer Information) solely in accordance with our instructions.
6. We have introduced appropriate administrative, physical and technical measures, such as up-to-date antivirus protection and encryption to secure all storage and transmission of Customer Information (including Personal Data) by us, and disclosing Customer Information (including Personal Data) both internally and to our authorised third party service providers and agents only on a need-to-know basis, so as to safeguard your Customer Information (including Personal Data) from unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks. You should be aware, however, that no method of transmission over the Internet or method of electronic storage is completely secure. While security cannot be guaranteed, we strive to protect the security of your Customer Information (including Personal Data) and are constantly reviewing and enhancing our information security measures.
7. We may disclose Customer Information (including Personal Data) to certain other third parties including, without limitation, SWIFT, any country's central bank or any other bank or financial institution, any clearing house association or processor or clearing system, transaction beneficiaries, any private or common carrier communication or transmission facility, any time-sharing supplier or any mail or courier service to perform our obligations or provide the Services or to facilitate transactions or for any of the purposes mentioned under Clauses (4) and (5) .
8. You are informed that we may process, keep, transfer or disclose Personal Data in or to recipients located in a jurisdiction other than where you or your Account(s) are located or from where our representatives you deal with are located. This may involve transfers to countries which may not have well developed data protection legislation and where the individuals identified by the Personal Data may not have rights under data protection legislation in those jurisdictions and such Personal Data may also be released or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) in such country, to which you for and on behalf of yourself, your affiliates, (if applicable) your principals or underlying clients, and (if applicable) your principals' or underlying clients' affiliates, hereby agree. In addition to relying on your consent, we may have taken measures to ensure that the Personal Data are protected by entering into, where appropriate, data transfer agreements to provide that such Personal Data continues to receive a standard of protection that is at least comparable to Personal Data Protection Act 2012. However, we only intend to transfer or disclose Personal Data to our offices, branches, subsidiaries, affiliates and units and to third parties as described in this Privacy Policy.
9. You are informed that your Customer Information (including Personal Data subject to compliance with applicable data protection law) may be disclosed by us, or any offices, branches holding companies, subsidiaries, affiliates or units
- (i) at the request of any governmental, judicial, regulatory, securities exchange or other similar agency or authority to which we are subject or submit or to which any such office, branch, holding company, subsidiary affiliate or unit is subject or submits;
 - (ii) to our or its professional advisers or auditors;

- (iii) pursuant to subpoena or other court process, or to the extent required in connection with any litigation between us or any offices, branches, holding companies, subsidiaries, affiliates or units and you;
 - (iv) that has become public other than through our breach of these confidentiality obligations;
 - (v) which is obtained by us from a third party who is not known by us to be bound by a confidentiality agreement with respect to that Customer Information; or
 - (vi) when otherwise required to do so in accordance with any applicable laws, regulations, guidelines or governmental process.
10. You represent and warrant on a continuous basis that it is and will at all times be in compliance with the Personal Data Protection Act 2012. Without prejudice to the foregoing, you represent and warrant that you have (or will at the relevant time have) provided any and all accurate and complete requisite information to, and obtained any and all requisite consents from, relevant individuals (whose Personal Data you have provided to us or which we have received) to the use, processing, storage, transfer and disclosure, of their Personal Data by us for the purposes described in this Privacy Policy. We shall not be liable to you or any third party in respect of any losses suffered or incurred in this regard. Before you or anyone on your behalf discloses Personal Data relating to your legal representatives, employees and other individuals to us or anyone on our behalf in connection with your Account with us, you shall ensure that the individuals to whom those Personal Data relate are aware of
- (i) the proposed disclosure to us;
 - (ii) our identity (including our registered office address);
 - (iii) the information set out in this Privacy Policy;
 - (iv) that they may have rights of access to and correction or deletion of their Personal Data under data protection law as well as a right to object to the processing of their information on legitimate grounds; and
 - (v) that they should contact you if they wish to seek to exercise those rights.
- Should an individual with rights, as described in sub-paragraph (iv) above, contact you pursuant sub-paragraph (v) in order to exercise such rights, you should promptly notify us of this and provide such details of the request made by the individual as we may require. Notwithstanding the foregoing, should an individual with such rights indicate to you that they wish to contact us directly to exercise such rights, you shall notify the individual that they should contact the relationship manager with whom you usually deal and provide the individual with the relevant contact details.
11. You acknowledge and agree that failure to provide Customer Information (including Personal Data) when requested may result in certain services not being available to you or any relevant third party(ies) or other consequences as notified at the time of request. You agree to inform us in a timely manner or respond within the time specified in any request from us if there are any changes to Personal Data previously provided to us.
12. You, for and on behalf of yourself, your affiliates, (if applicable) your principals or underlying clients, and (if applicable) your principals' or underlying clients' affiliates, acknowledge and agree that any Customer Information (including Personal Data) already supplied by you or any other relevant third party(ies) to us prior to your acceptance of our Privacy Policy may be used and disclosed by us for the purposes of and to the classes of persons specified in this Privacy Policy.
13. Where you and/or your Account(s) are located within the European Economic Area (the "**EEA**"), you, for and on behalf of yourself, your affiliates, (if applicable) your principals or underlying clients, and (if applicable) your principals' or underlying clients' affiliates, acknowledge that transfers and disclosures made pursuant to this Clause 12 may be made to recipients in countries outside the EEA.
14. We may retain your Personal Data for as long as it is necessary to fulfil the purpose for which it was collected, or as required or permitted by applicable laws. We will cease to retain your Personal Data, or remove the means by which the data can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the purpose for which the Personal Data was collected, and is no longer necessary for legal or business purposes.
15. We reserve the right to charge individuals a fee for processing any data access request relating to them. The person to whom requests of access to Personal Data or correction of Personal Data or for information regarding policies and practices and kinds of Personal Data held are to be addressed as follows:

The Data Protection Officer
Natixis, Singapore Branch
5 Shenton Way #23-01, UIC Building, Singapore 068808
Email : Singaporedataprotect@natixis.com
Telephone : (65) 6224 1455

16. We may amend this Privacy Policy from time to time to ensure that it is consistent with any developments to the way we use your personal data or any changes to the laws and regulations applicable to Natixis Singapore Branch.