

Data Protection Policy - Personal Data Protection Act

Effective 1 June 2021

The purpose of this document (“Data Protection Policy”) is to inform you of how Oversea-Chinese Banking Corporation Limited, Bangkok Branch (“OCBC”) manages Personal Data (as defined below) which is subject to the Thai Personal Data Protection Act 2019 (“the Act”). Please take a moment to read this Data Protection Policy so that you know and understand the purposes for which we collect, use and disclose your Personal Data.

By interacting with us, submitting information to us, or signing up for any products or services offered by us, you agree and consent to OCBC and its related corporations (collectively, the “Companies”), as well as their respective representatives and/or agents (“Representatives”) (the Companies and Representatives collectively referred to herein as “OCBC”, “us”, “we” or “our”) collecting, using, disclosing and sharing amongst themselves your Personal Data, and disclosing such Personal Data to the Companies’ authorised service providers and relevant third parties in the manner set forth in this Data Protection Policy.

This Data Protection Policy supplements but does not supersede nor replace any other consents you may have previously provided to OCBC in respect of your Personal Data, and your consents herein are additional to any rights which any of the Companies may have at law to collect, use or disclose your Personal Data.

OCBC may from time to time update this Data Protection Policy to ensure that this Data Protection Policy is consistent with our future developments, industry trends and/or any changes in legal or regulatory requirements. Subject to your rights at law, you agree to be bound by the prevailing terms of this Data Protection Policy as updated from time to time on our website <https://www.ocbc.com/business-banking/international/thailand-financial-information>. Please check back regularly for updated information on the handling of your Personal Data.

1. Personal Data

In this Data Protection Policy, “Personal Data” refers to any data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which we have or are likely to have access, including data in our records as may be updated from time to time.

Examples of such Personal Data you may provide to us include (depending on the nature of your interaction with us) your name, ID number, passport or other identification number, telephone number(s), mailing address, email address, transactional data and any other information relating to any individuals which you have provided us in any forms you may have submitted to us (including in the form of biometric data), or via other forms of interaction with you.

2. Collection of Personal Data

1. Generally, we collect Personal Data in the following ways:
 - a. when you submit any form, including but not limited to application, declaration, proposal or referral forms;
 - b. when you enter into any agreement or provide other documentation or information in respect of your interactions and transactions with us, or when you use our services;
 - c. when you interact with our staff, including customer service officers, relationship managers and other representatives, for example, via telephone calls (which may be recorded), letters, fax, face-to-face meetings and email;

- d. when your images are captured by us via CCTV cameras while you are within our premises, or via photographs or videos taken by us or our representatives when you attend events hosted by us;
 - e. when you use our services provided through online and other technology platforms, such as websites and apps, including when you establish any online accounts with us;
 - f. when you request that we contact you, be included in an email or other mailing list; or when you respond to our request for additional Personal Data, our promotions and other initiatives;
 - g. when you are contacted by, and respond to, our marketing representatives and agents and other service providers;
 - h. when you submit an employment application or when you provide documents or information including your resume and/or curriculum vitae in connection with any appointment as an officer, director, representative or any other position;
 - i. when you use our electronic services, or interact with us via our websites and platforms or use services on our websites and platforms;
 - j. when we seek information about you and receive your Personal Data in connection with your relationship with us, including for banking products, insurance policies or job applications, for example, from business partners, public agencies, your ex-employer and the relevant authorities; and/or
 - k. when you submit your Personal Data to us for any other reason.
2. When you browse our website and platforms, you generally do so anonymously but please see the section below on cookies. We do not, at our website and platforms, automatically collect Personal Data, including your email address unless you provide such information or log in with your account credentials.
 3. If you provide us with any Personal Data relating to a third party (e.g. information on your customers, spouse, children, parents, and/or employees), by submitting such information to us, you represent to us that you have obtained the consent of such third party to you providing us with their Personal Data for the respective purposes.
 4. You should ensure that all Personal Data submitted to us is complete, accurate, true and correct. Failure on your part to do so may result in our inability to provide you with products and services you have requested, or to perform our obligations under relevant contract with you.

3. Purposes for the Collection, Use and Disclosure of Your Personal Data

1. Generally, OCBC collects, uses and discloses your Personal Data for the following purposes:
 - a. responding to, processing and handling your complaints, queries, requests, feedback and suggestions;
 - b. verifying your identity;
 - c. managing the administrative and business operations of the Companies and complying with internal policies and procedures;

- d. matching any Personal Data held which relates to you for any of the purposes listed herein;
- e. preventing, detecting and investigating crime, including fraud and money-laundering or terrorist financing, and analysing and managing commercial risks;
- f. managing the safety and security of our premises and services (including but not limited to carrying out CCTV surveillance and conducting security clearances);
- g. project management;
- h. providing media announcements and responses;
- i. in connection with any claims, actions or proceedings (including but not limited to drafting and reviewing documents, transaction documentation, obtaining legal advice, and facilitating dispute resolution), and/or protecting and enforcing our contractual and legal rights and obligations;
- j. managing and preparing reports on incidents and accidents;
- k. complying with any applicable rules, laws and regulations, codes of practice or guidelines or to assist in law enforcement and investigations by relevant authorities; and/or
- l. any other purpose relating to any of the above.

These purposes may also apply even if you do not maintain any account(s) with us, or have terminated these account(s).

- 2. In addition, OCBC collects, uses and discloses your Personal Data for the following purposes depending on the nature of our relationship:
 - a. If you are a prospective customer:
 - i. evaluating your financial and banking needs and providing recommendations to you as to the type of products and services suited to your needs;
 - ii. assessing and processing any applications or requests made by you for products and services offered by OCBC; and/or
 - iii. any other purpose relating to any of the above.
 - b. If you are a customer, private investor, beneficial owner, guarantor, security provider or an appointed representative (including but not limited to a mandate holder or a power of attorney):
 - i. opening, maintaining or closing of accounts and our establishing or providing banking services to you;
 - ii. where account or relationship managers or agents have been assigned to service your account or portfolio, using your telephone number(s) to contact you from time to time in order to take your instructions, and/or provide you with information, updates, or recommendations and/or in accordance with the terms and conditions of our agreement with you
 - iii. facilitating the continuation or termination of the banking relationship or the daily operation of the services and credit and trading facilities and providing client servicing

(including but not limited to responding to individual requests by customers, mailing services, conveyancing services, reporting services, clearing services, reconciliation services and providing customer satisfaction);

- iv. carrying out client reviews, for example, annual reviews of your portfolio;
 - v. to establish your financial situation, risk profile, investment experience and investment objectives to help you consider the suitability of the products you have invested or intend to invest;
 - vi. providing electronic banking services (including but not limited to Automatic Teller Machines, Cash Deposit Machines, Internet Banking, Mobile Banking and Phone Banking);
 - vii. facilitating the transfer of funds within OCBC banking accounts or from OCBC accounts to external banking accounts and vice versa;
 - viii. ensuring the ongoing credit worthiness of customers;
 - ix. administering exceptional approvals, fee adjustments or waivers;
 - x. managing investment products (which includes unit trusts, treasury products, shares, commodities, foreign exchange, or CPF Investment account holders and other investment products which OCBC may make available from time to time), and providing custody services;
 - xi. customer outreach and relationship management;
 - xii. meeting or complying with any applicable rules, laws, regulations, codes of practice or guidelines issued by any legal or regulatory bodies which are binding on OCBC (including but not limited to disclosures to regulatory bodies, conducting audit checks, surveillance and investigation, or customer due diligence);
 - xiii. archival management (including but not limited to warehouse storage and retrievals);
 - xiv. providing cheque deposit and issuance services;
 - xv. providing loans and overdraft facilities (including but not limited to the evaluation of credit risks and enforcement of repayment obligations);
 - xvi. administering and facilitating any offer of or other transactions dealing with securities, derivatives or other instruments or investments, and the execution of such transactions on a trading system or platform; and/or
 - xvii. any other purpose relating to any of the above.
- c. If you are an employee, business partner, sole proprietor, investor, proxy voter, corporate shareholder, guardian, director, nominee director or guarantor, agent or representative of an organisation that is a business banking customer or otherwise has a corporate relationship with OCBC:
- i. opening or continuation of accounts and establishing or providing banking services;

- ii. facilitating the daily operation of the services, and credit and trading facilities (including but not limited to providing loans, gathering deposits, transferring funds, processing trades, reporting and/or clearing of trades, updating contact details of investors and investees, corporate action processing and entering into ancillary arrangements relating thereto);
 - iii. facilitating the continuation or termination of the banking relationship (including but not limited to the closing of accounts);
 - iv. managing investment banking (including but not limited to capital markets, corporate finance services and financing by mezzanine capital services);
 - v. managing investment products (which includes unit trusts, treasury products, shares, commodities, foreign exchange, and other investment products which OCBC may make available from time to time), and providing custody services;
 - vi. networking to maintain customer relationship;
 - vii. providing client servicing (including but not limited to providing customer satisfaction, proxy voting and merchant servicing);
 - viii. facilitating and carrying out due diligence checks;
 - ix. administering fund services (including but not limited to the maintenance, management and operation of the services, and communication with investors);
 - x. complying with any applicable rules, laws and regulations, codes of practice or guidelines or to assist in law enforcement and investigations by relevant authorities (including but not limited to disclosures to regulatory bodies, conducting audit checks, surveillance and investigation, or customer due diligence);
 - xi. processing commission remuneration for sales representatives;
 - xii. providing loans and overdraft facilities (including but not limited to the evaluation of credit risks and enforcement of repayment obligations);
 - xiii. administering and facilitating any offer of or other transactions dealing with securities, derivatives or other instruments or investments, and the execution of such transactions on a trading system or platform; and/or
 - xiv. any other purpose relating to any of the above.
- d. If you are an employee or agent of a referrer or other intermediary:
- i. marketing and leads management;
 - ii. processing commission remuneration; and/or
 - iii. any other purpose relating to any of the above.
- e. If you are an employee, officer or owner of an external service provider or vendor outsourced or prospected by OCBC:
- i. managing project tenders or the supply of goods and services;

- ii. processing and payment of vendor invoices;
 - iii. complying with any applicable rules, laws and regulations, codes of practice or guidelines or to assist in law enforcement and investigations by relevant authorities (which includes disclosure to regulatory bodies or audit checks); and/or
 - iv. any other purpose relating to any of the above.
- f. If you are an OCBC shareholder:
- i. maintaining statutory registers and to manage the publication of shareholder statistics on annual reports and circulars;
 - ii. providing shareholding listing for preference shares, subordinated debt and senior term issuances;
 - iii. facilitating the implementation of projects (including but not limited to seeking approvals for new investments, additional fund raising exercises or bonus);
 - iv. processing claims (including but not limited to processing claims for unclaimed cash distribution); and/or
 - v. any other purpose relating to any of the above.
- g. If you are a party or counterparty to a transaction (for example, a beneficiary of a fund transfer or payment):
- i. providing cash, payment and transactional services (including but not limited to the execution, settlement, reporting and/or clearing of the relevant transaction); and/or
 - ii. any other purpose relating to any of the above.
- h. If you submit an application to us as a candidate for an employment or representative position:
- i. conducting interviews;
 - ii. processing your application which includes pre-recruitment checks involving your qualifications and facilitating interviews;
 - iii. providing or obtaining employee references and for background screening;
 - iv. assessing your suitability for the position applied for;
 - v. processing staff referrals; and/or
 - vi. any other purposes relating to any of the above.
- i. If you are an existing employee of OCBC:
- i. providing remuneration, reviewing salaries and bonuses, conducting salary benchmarking reviews, staff appraisals and evaluation, as well as recognising individuals for their services and conferring awards;
 - ii. staff orientation and entry processing;

- iii. administrative and support processes relating to your employment, including its management and termination, as well as staff benefits, including travel, manpower, business continuity and logistics management or support, processing expense claims, medical insurance applications, leave administration, training, learning and talent development, and planning and organising corporate events;
 - iv. providing you with tools and/or facilities to enable or facilitate the performance of your duties;
 - v. compiling and publishing internal directories and emergency contact lists for business continuity;
 - vi. conducting analytics and research for human resource planning and management, and for us to review, develop, optimise and improve work-related practices, environment and productivity;
 - vii. ensuring that the administrative and business operations of OCBC function in a secure, efficient and effective manner (including but not limited to examining or monitoring any computer software and/or hardware installed within OCBC, your work emails and personal digital and storage devices);
 - viii. compliance with any applicable rules, laws and regulations, codes of practice or guidelines or to assist in law enforcement and investigations by relevant authorities (including but not limited to disclosures to regulatory bodies, conducting audit checks or surveillance and investigation);
 - ix. administering cessation processes; and/or
 - x. any other purposes relating to any of the above.
3. In addition, where permitted under the Act, OCBC may also collect, use and disclose your Personal Data for the following purposes (which we may describe in our documents and agreements as "Additional Purposes" for the handling of Personal Data):
- a. providing or marketing services, products and benefits to you, including promotions, loyalty and reward programmes;
 - b. matching Personal Data with other data collected for other purposes and from other sources (including third parties) in connection with the customisation, provision or offering of products, services, marketing or promotions, whether by OCBC or other third parties;
 - c. administering contests and competitions, and personalising your experience at OCBC's touchpoints;
 - d. sending you details of products, services, special offers and rewards, either to our customers generally, or which we have identified may be of interest to you; and/or
 - e. conducting market research, understanding and analysing customer behaviour, location, preferences and demographics for us to offer you products and services as well as special offers and marketing programmes which may be relevant to your preferences and profile.
4. In relation to particular products or services or in your interactions with us, we may also have specifically notified you of other purposes for which we collect, use or disclose your Personal Data.

If so, we will collect, use and disclose your Personal Data for these additional purposes as well, unless we have specifically notified you otherwise.

4. Disclosure of Personal Data

1. OCBC will take reasonable steps to protect your Personal Data against unauthorised disclosure. Subject to the provisions of any applicable law, your Personal Data may be provided, for the purposes listed above (where applicable), to the following entities or parties, whether they are located overseas or in Thailand:
 - a. OCBC's related corporations;
 - b. counterparties and their respective banks in relation to fund transfers, payments, drawing of cheques, and other transactions;
 - c. third party recipients of bank reference letters;
 - d. agents, contractors or third party service providers who provide operational services to OCBC, such as courier services, telecommunications, information technology, payment, payroll, processing, training, market research, storage, archival, customer support investigation services or other services to OCBC;
 - e. external banks and their respective service providers;
 - f. third party referrers;
 - g. our business partners;
 - h. our professional advisers such as our auditors and lawyers;
 - i. relevant government regulators, government ministries, statutory boards or authorities and/or law enforcement agencies, whether local or overseas, including but not limited to the Bank of Thailand, Revenue Department, and the Anti-Money Laundering Office (AMLO), to comply with any directions, laws, rules, guidelines, regulations or schemes issued or administered by any of them, as well as to comply with listing and other requirements or directions of the Bank of Thailand and/or any other relevant securities exchange; and/or
 - j. any other party to whom you authorise us to disclose your Personal Data to.
2. You acknowledge and agree that your Personal Data may be transferred outside Thailand where it will be stored and processed by us and relevant third parties for the purposes set out in this Data Protection Policy. When we transfer your Personal Data outside Thailand, we will comply with our legal and regulatory obligations in relation to your Personal Data, including having a lawful basis for transferring Personal Data and putting appropriate safeguards in place to ensure an adequate level of protection for the Personal Data. We will also ensure that the foreign recipient is obligated to protect your Personal Data at a standard of protection comparable to the protection under Thai law.

5. Data Security

1. OCBC will take reasonable efforts to protect Personal Data in our possession or our control by making reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks. However, we cannot completely guarantee the security of any Personal Data we may have collected from or about you, or that for example no harmful code will enter our website (for example viruses, bugs, trojan horses, spyware or adware). You should be aware of the risks associated with using websites.

2. While we strive to protect your Personal Data, we cannot ensure the security of the information you transmit to us via the Internet or when you use our electronic banking services (which includes Internet Banking, Mobile Banking and Phone Banking services), and we urge you to take every precaution to protect your Personal Data when you use such platforms. We recommend that you change your passwords often, use a combination of letters and numbers, and ensure that you use a secure browser.
3. If applicable, you undertake to keep your username and password secure and confidential and shall not disclose or permit it to be disclosed to any unauthorised person, and to inform us as soon as reasonably practicable if you know or suspect that someone else knows your username and password or believe the confidentiality of your username and password has been lost, stolen or compromised in any way or that actual or possible unauthorised transactions have taken place. We are not liable for any damages resulting from any security breaches, on unauthorised and/or fraudulent use of your username and password.

6. Retention Period

1. We will retain Personal Data for the period necessary to fulfil the purposes for which the Personal Data was collected in compliance with our obligations under Thai laws. After such period, we will destroy such Personal Data from our archives without notice or any further liability.
2. The retention period will vary depending on the Purposes for which the Personal Data was collected. Where any Personal Data is only useful for a short period (such as for a specific event, marketing campaign or recruitment purposes), we may delete it at the end of such period.
3. You have the right to request us to delete the Personal Data in some circumstances. Please note that we are sometimes legally obliged to retain your Personal Data, for example, for tax and accounting purposes.

7. Your Personal Data Rights

You have the following rights in relation to the Personal Data we hold about you. If you wish to make a request to exercise your rights, you can contact us by using our contact details in the “Contacting Us” section below.

1. Right of Access

You may request for access to the Personal Data that you provide to us. We will confirm whether we are processing your Personal Data and, if so, provide you with a copy of the same. To the extent permitted by law, we may levy a reasonable fee for processing your request in producing additional copies.

2. Right to Rectification

You are entitled to rectify your Personal Data if the Personal Data we hold about you is inaccurate or incomplete. In such event, we will notify any persons to whom we have shared your Personal Data where possible.

3. Right to Erasure

You may ask us to delete or anonymize your Personal Data in certain circumstances, where:

- a. the Personal Data are no longer necessary in relation to the Purposes for which they were collected or otherwise processed;
- b. you withdraw consent on which the collection or processing is based on, and where we have no legal ground for such collection or processing;
- c. you have a right to object further processing of your Personal Data (see below); or
- d. the Personal Data have been unlawfully processed.

The above does not apply to the extent that such Personal Data retention is necessary for the purpose of freedom of expression, for the performance of a contract, the purpose of establishment, compliance or exercise of legal claims, or defense of legal claims, or other purposes permissible by and in compliance with the law.

4. Right to Restriction

You can ask us to block or suppress the processing of your Personal Data in certain circumstances, where:

- a. you contest the accuracy of the Personal Data we use;
- b. you object to our using the Personal Data on the basis of legitimate interest;
- c. we do no longer need your Personal Data but you require them for the establishment, exercise or defense of legal claims; or
- d. the processing is unlawful and you request the restriction of processing in preference to erasure of that Personal Data.

5. Right to Object

You can ask us to stop processing your Personal Data, and we will do so, if we are:

- a. relying on our own legitimate interest or those of a third party to process your Personal Data, unless we are able to demonstrate compelling legal grounds for processing; or
- b. processing your Personal Data for direct marketing purposes.

If you object to the processing, please specify whether you wish the erasure of your Personal Data or the restriction of its processing by us.

6. Right to Portability:

You have the right, in certain circumstances, to obtain Personal Data you have provided to us (in a commonly used and machine-readable format) and to reuse it elsewhere or to ask us to transfer it directly to a third party as specified by you.

7. Right to Withdraw Consent

If we rely on your consent as our legal basis for processing your Personal Data, you have the right to withdraw that consent at any time.

8. Right to Lodge a Complaint

If you have a concern about any aspect of our privacy practices, including the way we have handled your Personal Data, please contact us using the contact details provided in the “Contacting Us” section below. In case of an alleged infringement of applicable privacy laws, you may lodge a complaint with the data protection supervisory authority, including the Personal Data Protection Commission of Thailand.

8. Contacting Us - Feedback, Withdrawal of Consent, Access and Correction of your Personal Data

1. If you:
 - a. have any questions or feedback relating to your Personal Data or our Data Protection Policy;
 - b. would like to withdraw your consent to any use of your Personal Data as set out in this Data Protection Policy; or
 - c. would like to obtain access and make corrections to your Personal Data records, you can approach us via the following channels:
 - Email us at BKKDPO@ocbc.com
 - Call our hotline at +66 2287 9888
 - Talk to our staff at any of our branches
2. You may also write to our Data Protection Officer as follows:

Data Protection Officer

Oversea-Chinese Banking Corporation Ltd., Bangkok Branch
Unit 2605-10, 26th Floor
195 One Bangkok Tower 4
Withhayu Road, Lumpini, Pathumwan
Bangkok, 10330, Thailand *

**Remark: This change of address comes into effect on 21 October 2024.*

Please note that if your Personal Data has been provided to us by a third party, you should contact such party directly to make any queries, feedback, and access and correction requests to OCBC on your behalf.

3. If you do not provide your Personal Data or withdraw your consent to any or all use of your Personal Data, depending on the nature of your request, OCBC may not be in a position to continue to provide its products or services to you, administer any contractual relationship already in place. This may also result in the termination of any agreements you have with OCBC, and your being in breach of your contractual obligations or undertakings. OCBC's legal rights and remedies in such event are expressly reserved.

9. Governing Law

This Data Protection Policy and your use of this website shall be governed in all respects by the laws of Thailand.