

Data Protection Policy

ICICI Bank Singapore Branch

This Data Protection Policy is designed to assist you, the customer who holds an account and relationship with the Bank ("Customer" or "you"), in understanding how we collect, use, disclose and/or process the personal data you have provided to us, as well as to assist you in making an informed decision before providing us with any of your personal data.

1 INTRODUCTION TO THE PDPA

- 1.1 "Personal Data" is defined under the Singapore's Personal Data Protection Act 2012 (the "PDPA") to mean data, whether true or not, about an individual who can be identified from that data, or from that data and other information to which an organisation has or is likely to have access. Common examples of personal data could include names, identification numbers, contact information, medical records, photographs and video images.
- 1.2 We, at ICICI Bank Limited, Singapore branch ("ICICI Bank Singapore" or "Bank" or "we"), will collect your personal data in accordance with the PDPA. We will notify you, as below, of the purposes for which your personal data may be collected, used, disclosed and/or processed, and obtain your consent (as below) for the collection, use, disclosure and/or processing of your personal data for the intended purposes, unless an exception under the law permits us to collect and process your personal data without your consent.

2 DATA WE MAY COLLECT FROM YOU

- 2.1 To process, administer and/or manage your relationship with ICICI Bank Singapore, the Bank may need to collect, use, disclose and/or process your data as per the purposes listed in paragraph 3. The data includes, without limitation, data regarding:
- (a) information, data or documents relating to your application(s);
 - (b) data relating to the opening or continuation of account(s) or the provision of any banking facilities and/ or services;
 - (c) information relating to your assets and/ or credit facilities held by you, or on your behalf; or any other credit facilities availed/ to be availed by you from the Bank;
 - (d) information relating to your legal or financial positions;
 - (e) information relating to your directors, partners, employees, relatives or any other individuals;
 - (f) data, whether true or not, which identifies you or any other individuals from that data, or from that data and other information to which ICICI Bank Singapore is likely to have access;
 - (g) any data, information, relating to your contracts or agreements with, or any commitments to, any affiliates or group companies;
 - (h) any other information/data furnished by you to ICICI Bank Singapore from time to time; and
 - (i) any other information/data developed by the Bank through internal analysis or data processing.
- (collectively, "Data").
- 2.2 ICICI Bank Singapore may collect your Data via various means and from different sources, including, without limitation:
- (a) directly in the ordinary course of your banking relationship (for example, when you write cheques, deposit money or apply for credit, etc.); and
 - (b) from other third parties (for example, from other banks or credit reference agencies or from any ministry, department, agency, or organ of State or any statutory bodies or outsourcing entities, etc.).

3 PURPOSES FOR COLLECTION, USE, DISCLOSURE AND PROCESSING OF PERSONAL DATA

- 3.1 Your personal data may be collected, used, disclosed and/or processed for various purposes, depending on the circumstances for which we may/will need to process your personal data, including:
- (a) facilitating, processing, dealing with, administering, managing and/or maintaining your relationships with the Bank;
 - (b) carrying out instructions or responding to any enquiry made by (or purported to be made by) by you, or on your behalf;
 - (c) carrying out due diligence or other screening activities (including background checks and ("know-your-customer" ("KYC") checks) in accordance with legal or regulatory obligations or the Bank's risk management procedures that may be required by law or that may have been put in place by the Bank;

- (d) preventing or investigating any fraud, unlawful activity, omission or misconduct, whether relating to your relationships with the Bank or any other matter arising from your relationships with the Bank, and whether or not there is any suspicion of the aforementioned;
 - (e) enforcing the rights of the Bank, contractual or otherwise;
 - (f) processing applications for, and the daily operation of the services and/ or facilities provided to, you;
 - (g) conducting credit checks (including without limitation upon an application for consumer credit and upon periodic review of the credit) and data verification;
 - (h) for ensuring your ongoing creditworthiness;
 - (i) designing financial services or related products for your use;
 - (j) determining the amount of indebtedness owed to or by you;
 - (k) creating and maintaining the Bank's credit and risk related models;
 - (l) collecting amounts outstanding from you, and bills providing security for your obligations;
 - (m) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of you to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (n) complying with or as required by any applicable law, governmental or regulatory requirements of any relevant jurisdiction, including all applicable requirements under the U.S. Foreign Account Tax Compliance Act, and the requirements to make disclosure under any law binding on the Bank, its branches, agents or affiliates, and/or for the purposes of any guidelines issued by regulatory or other authorities, whether in Singapore or elsewhere, with which the Bank, ICICI Bank Limited, India and/ or any of its affiliates, branches or subsidiaries, agents are expected to comply;
 - (o) complying with or as required by any request or direction of any governmental authority; or responding to requests for information from public agencies, ministries, enforcement directorate, statutory boards or other similar authorities;
 - (p) conducting research, analysis and development activities (including but not limited to data analytics, surveys and/or profiling) to improve the Bank's services and/ or facilities in order to enhance your relationship with the Bank, or for your benefit;
 - (q) storing, hosting, backing up (whether for disaster recovery or otherwise) of your Data, whether within or outside Singapore;
 - (r) carrying out matching procedures whether or not for the purpose of taking adverse action against you or for maintaining a credit history (whether or not the relationship with the Bank is terminated) for the Bank's present or future reference;
 - (s) complying with contractual arrangements by or between financial industry self-regulatory, financial industry bodies, associations of financial services providers or other financial institutions, including assisting such institutions to conduct credit checks and collect debts, and any dispute investigations;
 - (t) enabling the Bank to centralise or outsource its data processing and other administrative operations to ICICI Bank Limited, India and/ or any of its affiliates, branches or subsidiaries, agents or third parties engaged by the Bank (whether within or outside Singapore) for any such services/operations;
 - (u) any other purposes permitted by law; and
 - (v) all purposes relating to any of the above.
- (collectively, the "Purposes")

As the purposes for which we may/will collect, use, disclose or process your personal data depend on the circumstances at hand, such purpose may not appear above. However, we will notify you of such other purpose at the time of obtaining your consent, unless processing of your personal data without your consent is permitted by the PDPA or by law.

3.2 In order to conduct our business operations more smoothly, we may also be disclosing the personal data you have provided to us to our third party service providers, agents and/or our affiliates or related corporations (including ICICI Bank Limited, India and/ or any of its affiliates, branches or subsidiaries, agents) and/or other third parties whether situated in Singapore or outside of Singapore, for one or more of the above-stated Purposes. Such third party service providers, agents and/or affiliates or related corporations and/or other third parties would be processing your personal data either on our behalf or otherwise, for one or more of the above-stated Purposes.

4 SPECIFIC ISSUES FOR THE DISCLOSURE OF PERSONAL DATA TO THIRD PARTIES

4.1 We respect the confidentiality of the personal data you have provided to us.

4.2 In that regard, we will not disclose your personal data to third parties without first obtaining your consent permitting us to do so. However,

please note that we may disclose your personal data to third parties without first obtaining your consent in certain situations, including, without limitation, the following:

- (a) cases in which the disclosure is required or authorized based on the applicable laws and/or regulations;
 - (b) cases in which the purpose of such disclosure is clearly in your interests, and if consent cannot be obtained in a timely way;
 - (c) cases in which the disclosure is necessary to respond to an emergency that threatens the life, health or safety of you or another individual;
 - (d) cases in which the disclosure is necessary for any investigation or proceedings;
 - (e) cases in which the personal data is disclosed to any officer of a prescribed law enforcement agency, upon production of written authorisation signed by the head or director or authorised person of that law enforcement agency or a person of a similar rank, certifying that the personal data is necessary for the purposes of the functions or duties of the officer;
 - (f) cases in which the disclosure is to a public agency and such disclosure is necessary in the public interest; and/or
 - (g) where such disclosure without your consent is permitted by the PDPA or by law.
- 4.3 The instances listed above at paragraph 4.2 are not intended to be exhaustive. For more information on the exceptions, you are encouraged to peruse the Second, Third and Fourth Schedules of the PDPA which is publicly available at <http://statutes.agc.gov.sg>.
- 4.4 Where we disclose your personal data to third parties with your consent, we will employ our best efforts to require such third parties to protect your personal data.
- 4.5 While your Data held by ICICI Bank Singapore will be kept confidential, ICICI Bank Singapore may need to disclose your Data to other third parties, whether located within or outside Singapore, for one or more of the above Purposes. You consent to the disclosure of your Data for the above Purposes. Without limiting the generality of the foregoing, such third parties may include:
- (a) the head office, affiliates or any other branches, subsidiaries or related corporations of ICICI Bank Limited (meaning a company incorporated under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949 and having its Registered Office at Landmark, Race Course Circle, Vadodara 390 007 and corporate office at ICICI Bank Towers, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051);
 - (b) auditors, professional advisers and any other person(s) under a duty of confidentiality to the Bank;
 - (c) vendors, installers, maintainers or servicers of the Bank's computer systems;
 - (d) any exchange, market, or other authority or regulatory body having jurisdiction over the Bank, its head office or any other branch, subsidiary or related corporation of ICICI Bank Limited or over any transactions effected by you or for the your account;
 - (e) any party lawfully authorised by law to make such demand or request;
 - (f) any person with whom the Bank contracts or proposes to contract with regard to the sale or transfer or sharing of any of its rights, obligations or risks under the policy or applicable terms;
 - (g) any person (including any agent, contractor or third party service provider) with whom the Bank contracts or proposes to contract with regard to the provision of services in respect of the your account(s) and/ or facilities (as the case may be) or in connection with the operation of the Bank's business;
 - (h) any person employed with, or engaged as an agent by, the Bank or its head office or affiliates, including any relationship officers, whether in Singapore or elsewhere, for the purposes of or in connection with interactions with you or providing services to you or processing transactions pertaining to your accounts and/ or facilities;
 - (i) in case of a wire transfer, the beneficiary bank to whom the transfer is being made;
 - (j) a drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawee;
 - (k) a person making payment into your account (by providing a copy of a deposit confirmation slip which may contain your name);
 - (l) credit reference agencies and, in the event of default, debt collection agencies;
 - (m) any person to whom disclosure may be required by applicable law and regulation; and
 - (n) any agents, contractors or third party service providers that process your Data on the Bank's behalf, including but not limited to those which provide administrative or other services to the Bank such as mailing houses, telecommunication companies, information technology companies and data centres.

5 REQUEST FOR ACCESS AND/OR CORRECTION OF PERSONAL DATA

- 5.1 You may request to access and/or correct the personal data currently in our possession by submitting your request to the Data Protection Officer of the Bank.
- 5.2 For a request to access personal data, we will provide you with the relevant personal data within thirty (30) days from the date of such a request being made.
- 5.3 For a request to correct personal data, we will:
- (a) correct your personal data as soon as practicable after the request has been made unless we have reasonable grounds not to do so; and
 - (b) subject to paragraph 5.4, we will send the corrected personal data to every other organisation to which the personal data was disclosed by ICICI Bank Singapore within a year before the date on which the correction was made, unless that other organisation does not need the corrected personal data for any legal or business purpose.
- 5.4 Notwithstanding paragraph 5.3(b), we may, if you so consent, send the corrected personal data only to specific organisations to which the personal data was disclosed by us within a year before the date on which the correction was made.
- 5.5 We will also be charging you a reasonable fee for the handling and processing of your requests to access and/or correct your personal data.

6 REQUEST TO WITHDRAW CONSENT

- 6.1 You may withdraw your consent for the collection, use and/or disclosure of your personal data in our possession or under our control by submitting your request to the Data Protection Officer of the Bank.
- 6.2 We will process your request within thirty (30) days from such a request for withdrawal of consent being made, and will thereafter not collect, use and/or disclose your personal data in the manner stated in your request.
- 6.3 However, your withdrawal of consent could result in certain legal consequences arising from such withdrawal. In this regard, depending on the extent of your withdrawal of consent for us to process your personal data, it may mean that we will not be able to continue with your existing relationship with us/the contract you have with us will have to be terminated. The costs, expenses or losses arising out of discontinuation or in relation to discontinuation of the relationship shall be borne by you.

7 ADMINISTRATION AND MANAGEMENT OF PERSONAL DATA

- 7.1 We will take reasonable efforts to ensure that your personal data is accurate and complete, if your personal data is likely to be used by ICICI Bank Singapore to make a decision that affects you, or disclosed to another organisation. However, this means that you must also update us of any changes in your personal data that you had initially provided us with. We will not be responsible for relying on inaccurate or incomplete personal data arising from your not updating us of any changes in your personal data (that you had initially provided us with).
- 7.2 We will also put in place reasonable security arrangements to ensure that your personal data is adequately protected and secured. Appropriate security arrangements will be taken to prevent any unauthorized access, collection, use, disclosure, copying, modification, leakage, loss, damage and/or alteration of your personal data. However, we cannot assume responsibility for any unauthorized use of your personal data by third parties which are wholly attributable to factors beyond our control.
- 7.3 We will also put in place measures such that your personal data in our possession or under our control is destroyed and/or anonymized as soon as it is reasonable to assume that (i) the purpose for which that personal data was collected is no longer being served by the retention of such personal data; and (ii) retention is no longer necessary for any other legal or business purposes.
- 7.4 This "Data Protection Policy" supplements but does not supersede nor replace any other consent which you may have previously provided to us nor does it affect any rights that we may have at law in connection with the collection, use and/or disclosure of your personal Data.

8 UPDATES ON DATA PROTECTION POLICY

- 8.1 As part of our efforts to ensure that we properly manage, protect and process your personal data, we will be reviewing our policies, procedures and processes from time to time.
- 8.2 We reserve the right to amend, modify, alter, supplement or vary this policy at our absolute discretion. Any amended, modified, altered, supplemented or varied policy will be posted on our website.
- 8.3 You are encouraged to visit our website from time to time to ensure that you are well informed of our latest policies in relation to personal data protection.