

Important Notice

Your personal data is important to us, First Sponsor Group Limited.

The purpose of this document ("Privacy Policy") is to inform you of how FSGL (as defined below) manages personal data which is subject to the Singapore Personal Data Protection Act 2012 ("PDPA") and other applicable data protection laws, legislation and regulatory requirements in force from time to time, including the European Union ("EU") General Data Protection Regulation ("GDPR") where applicable. Please take a moment to read this Privacy Policy so that you know and understand the purposes for which we collect, use and disclose your personal data.

By interacting with us, accessing our websites, submitting information to us (whether through our websites or otherwise), or signing up for any products or services offered by us, you consent to FSGL (including its related corporations, affiliates, business units and other entities) (collectively, the "Group"), as well as our respective agents (collectively referred to herein as "FSGL", "us", "we" or "our") collecting, using, disclosing and sharing amongst ourselves your Personal Data, and disclosing such Personal Data to the Group's authorised service providers and relevant third parties in the manner set forth in this Privacy Policy.

This Policy supplements but does not supersede nor replace any other consent you may have previously provided to FSGL nor does it affect any rights which FSGL may have at law in connection with the collection, use or disclosure of your Personal Data. FSGL may from time to time update this Policy to ensure that this 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 the Policy as updated from time to time on our website (<https://www.1st-sponsor.com.sg/>). Please check back regularly for updated information on the handling of your Personal Data.

For the avoidance of doubt, this Privacy Policy forms a part of the terms and conditions governing your relationship with us ("Terms and Conditions") and should be read in conjunction with those Terms and Conditions.

1. Your Personal Data

1.1 What types of Personal Data do we collect?

1.2 In this Privacy 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.

1.3 Examples of such Personal Data you may provide to us include (depending on the nature of your interaction with us) your name, NRIC, passport or other identification number, date of birth, gender, nationality, contact numbers, residential and/or mailing addresses, email address and any other information relating to yourself and any individuals, which you have provided us in any forms you may have submitted to us, or via other forms of interaction with you.

2. Collection of Personal Data

2.1 Generally, FSGL collects your Personal Data in the following ways:

- (i) when you submit forms relating to any of our products or services;

- (ii) when you register for or use any of our services on websites owned or operated by us or when you register as a member of websites owned and/or operated by us, or use services on such websites, or participate in any of our social media offerings;
 - (iii) when you interact with the customer service and marketing/leasing officers for any properties owned and/or managed by our Group, including during face-to-face meetings or by way of telephone conversations;
 - (iv) when you use our services;
 - (v) when you request that we contact you;
 - (vi) when you are contacted by, and respond to, our marketing representatives and agents for any properties owned and/or managed by our Group;
 - (vii) when you respond to our request for additional Personal Data;
 - (viii) when you subscribe or ask to be included in our email or other mailing lists;
 - (ix) when you respond to our promotions and other initiatives;
 - (x) when you respond to our market surveys;
 - (xi) when you submit a job application to our Group;
 - (xii) when you enter into an agreement with us, including options to purchase, sale and purchase agreements, leasing agreements, tenancy agreements, licensing agreements, or any other short-term occupation agreements or letters of offers for any properties owned and/or managed by our Group;
 - (xiii) when we receive references from business partners and third parties, for example, where you have been referred by them;
 - (xiv) when your images are captured by us via CCTV cameras while you are within any properties owned, managed, leased or licensed by our Group or photographs or videos taken by us or our representatives when you attend events (including but not limited to general meetings of FSGL) hosted by us at non-public spaces; and
 - (xv) when you submit your Personal Data to us for any other reason.
- 2.2 When you browse our websites, you generally do so anonymously but please see section 5 on the "Use of Cookies" and section 6 on the "IP Address".
- 2.3 If you provide us with any Personal Data relating to a third party (e.g. information of your spouse, children, parents, and/or employees), including where you have named them as a co-purchaser or tenant or licensee or as a member of your immediate or extended family, or where you refer a third party to us for the purposes of us offering our products and/or services to that third party, by submitting such information to us, you represent to us that you have obtained the prior consent of the third party for you providing us with their Personal Data for the purposes set out below.

3. How do we use Personal Data and to whom do we disclose it?

- 3.1 Our business is to understand and meet your needs and provide you with the services that you require. To do this effectively we need to collect a range of personal data about you.
- 3.2 In general, FSGL collects, uses and discloses your Personal Data for the following purposes:
- (i) to provide you with the products or services that have been requested;

- (ii) to help us profile, review, develop, manage and enhance our products and services, including by analysing future customer needs;
- (iii) to communicate with you and respond to your queries, requests and complaints;
- (iv) to provide ongoing information about our products and services which may be relevant to you;
- (v) to handle disputes and conduct and facilitate investigations and proceedings;
- (vi) to protect and enforce our contractual and legal rights and obligations;
- (vii) to prevent, detect and investigate crime, including fraud and money-laundering, and to analyse and manage other commercial risks;
- (viii) to manage the infrastructure and business operations of FSGL and to comply with internal policies and procedures;
- (ix) to facilitate any proposed or actual business transactions (which may extend to any reorganization, merger, acquisition or sale) involving FSGL;
- (x) to facilitate any proposed or actual business assignment, transfer, participation or sub-participation of any of our rights and obligations in respect of your relationship with us;
- (xi) to comply with any applicable rules, laws and regulations, codes of practice or guidelines or to assist in law enforcement and investigations by relevant authorities; and
- (xii) for purposes which are reasonably related to any of the above.

3.3 In addition, FSGL may collect, use and disclose your Personal Data for the following purposes, depending on the nature of our relationship with you:

3.4 If you are a visitor to any properties owned, managed, leased or licensed by our Group:

- (i) to conduct security checks and monitoring;
- (ii) to contact you for emergency purposes;
- (iii) to track and manage car park use by updating the car park management system; and
- (iv) any other purpose directly relating to any of the above.

3.5 If you are a prospective tenant or a tenant of any properties owned and/or managed by our Group:

- (i) to coordinate viewings of the property;
- (ii) to conduct appropriate due diligence checks to ensure suitability of tenant;
- (iii) to administer the lease and/or licence including the verification of your identity, preparation of documentation, including letters of offer, other relevant leasing/legal documentation and applications for any relevant licences which may be required;
- (iv) to administer the lease and/or licence agreement obligations of the parties;
- (v) to facilitate follow-ups on outstanding payments due, and where necessary, to update your bank account details and business records;
- (vi) to deliver correspondences or notices as may be required under the lease or licence;
- (vii) to set up residential, office and/or retail units for tenants; and

(viii) any other purpose directly relating to any of the above.

3.6 If you want to buy property or have indicated an interest in purchasing property from any entity in our Group:

- (i) to administer the sale process including the verification of your identity, preparation of documentation, including options to purchase, other relevant documentation and applications as may be required for any purchase or sale or sub-sale of the property;
- (ii) to coordinate property and/or show-room viewings;
- (iii) to administer and coordinate alteration and addition works on your property;
- (iv) to update your bank account details and business records to facilitate follow-ups on outstanding arrears;
- (v) to administer and track the status of any defects rectification;
- (vi) to deliver correspondences or notices as may be required under the sales documentation;
- (vii) to comply with any relevant legal or regulatory obligations, including maintaining the strata roll of the property development; and
- (viii) any other purpose directly relating to any of the above;

3.7 If you are a vendor, a prospective vendor or a contractor or an employee of any entity in our Group:

- (i) to manage the outsourcing relationship;
- (ii) to conduct background checks and due diligence;
- (iii) to contact you for emergency purposes;
- (iv) to process any payments of invoices and claims including payments to any accounts payable;
- (v) to ensure the security of our premises; and
- (vi) any other purpose directly relating to any of the above;

3.8 If you submit an application to us as a candidate for employment for any entity in our Group:

- (i) to process your application including pre-recruitment checks;
- (ii) to provide or obtain employee references or other references where relevant for background screening/vetting;
- (iii) to collect information about your suitability for the position applied for;
- (iv) to organise training and staff development programs;
- (v) to assess your performance;
- (vi) to administer benefits and payroll processing;
- (vii) to provide you with tools to facilitate or as required for you to do your job;
- (viii) to communicate with you as required by FSGL to comply with its policies and processes, including for business continuity purposes; and
- (ix) any other purpose directly relating to any of the above.

3.9 If you are a shareholder or holder of any of our other securities:

- (i) administer the relationship, including the verification of your identity and/or the identity of your proxy (as may be applicable);
- (ii) inform you of our performance and the products and services that we provide to our customers through circulars, reports, newsletters and communications;
- (iii) communicate with you changes and development to our policies, terms and conditions and other administrative information; and
- (iv) any other purposes related to any of the above.

3.10 If you are an existing employee, for further information please also refer to the "Employee Personal Data Policy" and "Data Protection Notice for Employees" that will be separately made available to you by FSGL.

3.11 For all the purposes mentioned above, 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.

3.12 Where you have specifically provided us with additional consents, FSGL may also collect, use and disclose your Personal Data for the following purposes:

- (i) subscribing you to our mailing list;
- (ii) providing marketing and promotional information to you about our services, products and benefits including offers, promotions, loyalty and reward programmes;
- (iii) sending you regular updates on the products and services, offers and promotions of our business partners and/or our affiliates;
- (iv) sending you regular updates, news, survey requests, promotions and event invitations relating to consented mail;
- (v) sending you invitations to our corporate events, feedback sessions etc.;
- (vi) making appointments with you and conducting courtesy visits at your property; and
- (vii) conducting market research, evaluation of homeowners' satisfaction, and gathering customer feedback to enable us to develop special offers and marketing programmes.

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

3.14 We may also be required to collect, use or disclose your data for "legitimate interests" as defined in the PDPA. Such lawful interests may include, but are not limited to, evaluative purposes, recovery or payment of debt owed, threats to safety and security, detection and prevention of fraud, IT and network security, preventing misuse of services, and carrying out other necessary corporate due diligence.

3.15 Your Personal Data will be protected and kept confidential, but subject to the provisions of any applicable law, this Personal Data may, depending on the product or service concerned and for the purposes listed above (where applicable), be disclosed to the following parties:

- (i) other divisions or organisations within the Group, our affiliates and associated companies;

- (ii) agents, contractors, third party service providers and specialist advisers to FSGL who have been contracted to provide FSGL with administrative, operational or other goods and services, such as telecommunications, information technology, payment, payroll, processing, training, market research, corporate secretarial services, share registrar services, storage, or archival;
- (iii) any third-party business partners who offer goods and services or sponsor contests or other promotional programs, whether in conjunction with FSGL or not;
- (iv) insurers, credit providers, courts, tribunals and regulatory authorities as agreed or authorised by law;
- (v) the Credit Bureau, or in the event of default or disputes, any debt collection agencies or dispute resolution centres;
- (vi) any business partner, investor, assignee or transferee (actual or prospective) to facilitate business transactions (which may extend to any reorganization, merger, acquisition or sale) involving FSGL;
- (vii) our professional advisors such as our auditors and lawyers;
- (viii) relevant government, statutory or regulatory authority (including securities exchange) or law enforcement agency in order to comply with any laws or rules and regulations imposed by such authority or any order, notice, directive or judgment of any court, tribunal, arbitration or mediation body;
- (ix) anyone to whom we assign or transfer or may assign or transfer any of our rights and duties;
- (x) banks, credit card companies and their respective service providers; and
- (xi) any other party as may be consented to by you, as specified by that individual or the contract.

4. Do Not Call ('DNC') Provisions

- 4.1 If you have provided us with your Singapore telephone number(s) and have indicated that you consent to receiving marketing or other promotional information via your Singapore telephone number(s), then from time to time, FSGL may contact you using such Singapore telephone number(s) (including via voice calls, text, fax or other means) with information about our products, services, and other event invitations even if these telephone number(s) are registered with the DNC Registry. You may however advise in writing should you wish not to be contacted by us at your telephone number(s) for such purposes.

5. Use of Cookies

- 5.1 When you interact with us on our websites, the website server automatically receives and records information on the server logs from your browser. When you visit our websites, the server may assign one or more cookies to your computer. A cookie is a small encrypted text file placed in the 'Cookies' folder on your computer's hard disk, and may be used to collect information and statistics relating to your access to our websites, including information on how you arrive at our websites, what kind of browser you are on, what operating system you are currently using, your IP address, and your click stream information and time stamp (for example, which pages you have viewed, the time the pages were accessed and the time spent per web page on our websites). The cookie will provide a unique identifier to your computer and each time you visit our websites from the same computer, the server will recognise a return visitor and allow us to increase the functionality of our websites on your computer.
- 5.2 The cookies placed by the website server are readable only by us, and cookies cannot access, read or modify any other data on your computer.
- 5.3 We understand that some browsers may automatically accept cookies, but cookies can be enabled or disabled by modifying the settings in your browser. If you choose not to allow the website server

to place a cookie on your computer, you may be restricted from some or all services offered on our websites, and some of the interactive features on our websites may be similarly restricted or be rendered inoperable.

6. IP Address

- 6.1 An IP address is a number that is automatically assigned to your computer when you sign up with an Internet Service Provider.
- 6.2 When you visit our website, your IP address is automatically logged in the website server. We use your IP address to help analyse trends, administer the website, and track users' movements. From your IP address, we may identify the general geographic area from which you are accessing our website. However, we will not be able to pinpoint the exact geographic location from which you are accessing our website. Generally, we do not link your IP address to anything that can enable us to identify you unless it is required by applicable laws and regulations.

7. Third-Party Sites

- 7.1 Our websites may contain links to other websites operated by third parties, such as our business partners. We have no control over and are not responsible for the privacy practices of websites operated by third parties that are linked to our websites. We encourage you to learn about the privacy policies of such third-party websites. Once you have left our website, you should check the applicable privacy policy of the third-party website to determine how they will handle any information they collect from you.

8. How to contact us

- 8.1 We can be contacted as follows:

First Sponsor Group Limited
19 Lorong Telok
Singapore 049031
Telephone: +65 6436 4920

- 8.2 To enable us to process your request efficiently, please forward us your name and your email or correspondence address so that we can forward to you a Request to Access Personal Data Form or a Request to Correct Personal Data Form for your completion and return to us for our processing.
- 8.3 Please note that if your Personal Data has been provided to us by a third party, you should request such third party to make such queries, complaints, and access and correction requests to FSGL on your behalf.
- 8.4 If you withdraw your consent to any or all use of your Personal Data in our possession, depending on the nature of your request, FSGL may not be in a position to continue to provide its products or services to you. Your withdrawal of consent may accordingly constitute a repudiatory breach of your obligations under the agreements which you may have with FSGL, which may result in the termination by FSGL of the same. FSGL's legal rights and remedies in such event are expressly reserved.

9. Data Transfer

- 9.1 In the event where sharing of information about you, with and between our business corporations and associates is necessary, we will take reasonable steps to ensure that your Personal Data transmitted outside of your country of residence is adequately protected.

10. Data Retention

- 10.1 We may retain your Personal Data for as long as it is necessary for the purposes it has been collected, and (i) in most cases, up to 7 years; or (ii) in respect of our activities in the EU, up to 10 years, unless otherwise permitted by applicable law or in order to defend legal claims. Where we

no longer require your Personal Data for those purposes, we will cease to retain such Personal Data.

11. Individual Rights

11.1 You have the following rights, under applicable data protection laws (except where the exercise of these are restricted under applicable laws – for example, due to judicial proceedings or the carrying out of investigations), which can be exercised by contacting FSGL .

- (i) you have the right to obtain from us confirmation as to whether or not your Personal Data is being processed and to request a copy of your information.
- (ii) you are entitled to rectification of your Personal Data. We understand that this information changes frequently with changes of address and other personal circumstances. We encourage you to contact us as soon as possible to enable us to update any Personal Data we have about you. Incomplete or outdated Personal Data may result in our inability to provide you with products and services you have requested;
- (iii) in certain circumstances, you have the right to request to have your Personal Data deleted or the processing of which restricted;
- (iv) if we process your information based on our legitimate interests explained above, or in the public interest, you can object to this processing in certain circumstances. In such cases, we will cease processing your information unless we have compelling legitimate grounds to continue processing or where it is necessary for legal reasons. Where we use your data for direct marketing purposes, you can always object using the unsubscribe link in such communications or by contacting us at the details below;
- (v) to prevent any processing of Personal Data that is causing or is likely to cause unwarranted and substantial damage or distress to you or another individual;
- (vi) to be informed about any use of your Personal Data to make automated decisions about you where such decisions produce legal effects or have similarly significant effects on you, and to obtain meaningful information about the logic involved, as well as the significance and the envisaged consequences of this processing; and
- (vii) to lodge a complaint about the way in which your Personal Data is being used to a supervisory authority.

11.2 If you withdraw your consent to any or all use of your Personal Data in our possession, depending on the nature of your request, FSGL may not be in a position to continue to provide its products or services to you. Your withdrawal of consent may accordingly constitute a repudiatory breach of your obligations under the agreements which you may have with FSGL, which may result in the termination by FSGL of the same. FSGL's legal rights and remedies in such event are expressly reserved.

11.3 Where mandated under the applicable data protection laws, your exercise of the rights described or referred to above shall be free of charge. In all other situations, we may charge a fee to cover the cost of verifying the request and locating, retrieving and copying any material requested.

11.4 If you want to exercise any of your rights or if you wish to raise a complaint, you may contact FSGL at the contact details provided on this page.

12. Policy Review

12.1 This Policy will be reviewed from time to time by us. We may also from time to time update this Policy to take account of new laws and technology, changes to our operations and practices and the changing business environment. If you are unsure whether you are reading the most current version, please contact us. Your continued use of our services constitutes your acknowledgement and acceptance of such changes.

12.2 In the event of any inconsistencies between the English version and other translations of this Policy, the English version shall prevail.

13. Governing Law

13.1 This Privacy Policy shall be governed in all respects by the laws of Singapore.