

Personal Data Privacy Notice

As you are aware, the Personal Data Protection Act 2010 (“PDPA”) establishes a personal data protection law that governs the collection, use and disclosure of personal data.

Attached, please see our personal data privacy notice (“PDPA Notice”) (as at 31 May 2017) in which you will find the following:-

- (1) Description of the personal data that we collect;
- (2) How the personal data will be used;
- (3) Who we can disclose the personal data to and why;
- (4) The procedures in which the personal data can be accessed and corrected;
- (5) How individuals can raise enquiries and complaints;
- (6) Whether it is obligatory or voluntary for the personal data to be provided.

It is important to us that you are assured of our commitment towards personal data privacy when providing us with personal data while communicating with us and using our services. Therefore please read our PDPA Notice at <http://www.citibank.com.my/ICG/PDPA.pdf> and let us know if you require any clarification.

By continuing your dealings with us or entering into Transactions (as defined in the PDPA Notice) with us, you are deemed to have agreed to the contents of the PDPA Notice including subsequent revisions and updates. In addition, you are also deemed to have obtained, to the extent required by applicable law or regulation, the appropriate consents for the processing of the personal data from the individuals whose personal data is communicated to us.

**PERSONAL DATA PRIVACY NOTICE PURSUANT TO THE PERSONAL DATA
PROTECTION ACT, 2010 OF MALAYSIA
(FOR CORPORATE AND INSTITUTIONAL CUSTOMERS)**

1. **Introduction.** This Personal Data Privacy Notice (“Notice”) applies to Customer Personal Data which Citibank Berhad (Company No. 297089 M) (“Bank”) has received or will receive in connection with any actual or potential commercial transactions (including the establishment or continuation of the provision of all banking facilities, products and services) (each a “Transaction”, collectively “Transactions”) between the Bank or its Affiliates with its customers (including prospective customers) (each a “Customer”, collectively “Customers”). The Bank may revise and update this Notice by providing written notice to the Customer including by posting such revisions or updates on the Bank’s website. By providing Customer Personal Data or other information about the Customer to the Bank or continuing to deal with the Bank or entering into Transactions with the Bank, the Customer is deemed to have accepted and consented to the contents of this Notice including subsequent revisions and updates.
2. Subject at all times to laws and regulations relating to a bank’s obligations to keep its customer information confidential that are applicable to the Bank, the Customer consents to the following disclosures of Customer Personal Data:
 - a) **Affiliates and Representatives.** The Bank may disclose Customer Personal Data to its Affiliates and to those of the Bank’s and its Affiliates’ respective Representatives who have a “need to know” such Customer Personal Data, although only to the extent necessary to fulfil the relevant Permitted Purposes. The Bank shall ensure that any of its Affiliates and Representatives to whom Customer Personal Data is disclosed pursuant to this provision shall be bound to keep such Customer Personal Data confidential and to use it for only the relevant Permitted Purposes.
 - b) **Other disclosures.** Bank Recipients may: (i) disclose Customer Personal Data to such parties as may be designated by the Customer (for example, the Customer’s shared service centre) and to Customer Affiliates; (ii) disclose the Customer Personal Data to Payment Infrastructure Providers on a confidential basis to the extent necessary for the operation of the Customer’s accounts and the provision of or in connection with the Transactions; (iii) use and disclose to other Bank Recipients Customer Personal Data for the purpose of supporting the opening of accounts by, and the provision of the Transactions to, the Customer and Customer Affiliates at and by the Bank and Bank Affiliates; (iv) disclose Customer Personal Data in connection with any Transaction on a confidential basis to a potential assignee, transferee or subparticipant; (v) such other parties as may be agreed between the Bank and the Customer from time to time. The provisions in this Notice shall be in addition to, and not in substitution for any other provision agreed between the Bank and the Customer (whether before, on or after the date of this Notice) which gives broader rights of disclosure to the Bank or its Affiliates than contained in this Notice.
 - c) **Payment reconciliation.** When the Customer instructs the Bank to make a payment from an account to a third party’s account, in order to enable the third party to perform payment reconciliations, the Bank may disclose to the third party Customer Personal Data.
 - d) **Legal and regulatory disclosure.** The Bank, Bank Recipients and Payment Infrastructure Providers may disclose Customer Personal Data pursuant to legal process, or pursuant to any other foreign or domestic legal, regulatory, stock exchange, clearing house or self-regulatory body obligation or request, or agreement entered into by any of them and any governmental authority, domestic or foreign, or between or among any two or more domestic or foreign governmental authorities or other authorities, including disclosure to courts, tribunals, legal, regulatory, tax and government authorities, stock exchanges, clearing houses and self-regulatory bodies.
3. **Retention and deletion.** On closure of accounts or termination of any Transaction, each of the Bank and Bank Recipients shall be entitled to retain and use Customer Personal Data, subject to the confidentiality and security obligations herein, for legal, regulatory, audit and internal compliance purposes and in accordance with their internal records management policies to the extent that this is permissible under applicable laws and regulations, but shall otherwise securely destroy or delete such Personal Data.
4. **Confidentiality and security.** The Bank will, and will use reasonable endeavours to ensure that Bank Affiliates and Third Party Service Providers will, implement reasonable and appropriate technical and organizational security measures to protect Customer Personal Data that is within its or their custody or control against unauthorized or unlawful Processing and accidental destruction or loss.
5. **Purpose limitation.** The Bank shall Process Customer Personal Data in accordance with this Notice and to the extent reasonably required for the relevant Permitted Purposes for the period of time reasonably necessary for the relevant Permitted Purposes. The Bank shall not Process Customer Personal Data for any other purpose unless expressly authorised or instructed by the Customer.
6. **International transfer.** In the course of the disclosures described in this Notice, Customer Personal Data may be disclosed to recipients located in countries which do not offer a level of protection for those data as high as the level of protection in Malaysia or the country where the Customer is located.
7. **Consent and warranty.** To the extent that the Customer is the Data Subject of Customer Personal Data Processed by the Bank, the Customer consents to the Bank’s Processing of all of such Customer Personal Data as described in this Notice. To the extent that the Bank Processes Customer Personal Data about other Data Subjects (for example, the Customer’s personnel or Related Parties), the Customer warrants that, to the extent required by applicable law or regulation, it has provided notice to and obtained consent from such Data Subjects in relation to the Bank’s Processing of their Personal Data as described in this Notice (and will provide such notice or obtain such consent in advance of providing similar information in future). The Customer further warrants that any such consent has been granted by these Data Subjects for the period reasonably required for the realization of the relevant Permitted Purposes. The parties acknowledge and agree that the above consent may not be required if such consent is not required under the PDPA.
8. **Voluntary and Obligatory Supply of Customer Personal Data.** Unless otherwise specified by the Bank, the supply of Customer Personal Data is voluntary and Data Subjects may withdraw their consent to this Processing. However, if consent is withdrawn and unless the Bank is entitled to continue the relevant processing without consent, this may prevent the Bank from providing or continuing with the Transactions.
9. **Right to access and correct Customer Personal Data.** Data Subjects may request to access and correct Personal Data relating to them that is inaccurate, incomplete, misleading or not up-to-date. The Bank may charge the Customer or Data Subject a fee for such request.
10. **Requests or Inquiries.** If a Data Subject who is the subject of Customer Personal Data wishes to make any request or have any enquiries or complaints in respect of his Personal Data that is Customer Personal Data the Data Subject should make the request, inquiry or complaint via the Customer. The Customer may make a request, inquiry or complaint about Customer Personal Data by contacting CitiService via:-
 - Telephone at 03-2383 1111(KL), 04-818 1555 (PG) or 07-267 8888 (JB); or
 - Email at malaysia.citisevice@citi.com
11. **Definitions.** Capitalised terms used in this Notice shall have the meanings as set out below:

“Affiliate” means either a Bank Affiliate or a Customer Affiliate, as the context may require;

“Bank Affiliate” means any entity, present or future, that directly or indirectly Controls, is Controlled by or is under common Control with the Bank, and any branch or representative offices thereof, including Citibank, N.A. and Citigroup Technologies, Inc.;

“Bank Recipients” means the Bank, Bank Affiliates and their respective Representatives;

"Notice" means this Notice;

"Control" means that an entity possesses directly or indirectly the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting shares, by contract or otherwise;

"Customer Affiliate" means any entity, present or future, that directly or indirectly Controls, is Controlled by, or is under common Control with Customer, and any branch thereof;

"Customer Personal Data" means Personal Data relating to a Data Subject (i) received by or on behalf of the Bank from the Customer, Customer Affiliates and their respective Representatives and Related Parties in connection with Transactions; or (ii) independently obtained by or given to the Bank from other lawful sources. Customer Personal Data may include names, contact details, identification and verification information, nationality and residency information, taxpayer identification numbers, voiceprints, bank account and transactional information (where legally permissible), to the extent that these amount to Personal Data;

"Data Subject" has the meaning given to the term "data subject" in the PDPA. For the purpose of this Notice, Data Subjects may be the Customer, Customer Affiliates, their personnel, Related Parties, customers, suppliers, payment remitters, payment beneficiaries or other persons;

"PDPA" means the Personal Data Protection Act, 2010 of Malaysia, including any statutory modification or re-enactment;

"Payment Infrastructure Provider" means a third party which forms part of a payment system infrastructure, including without limitation communications, clearing or payment systems, intermediary banks and correspondent banks;

"Permitted Purposes" in relation to the Bank's use of Customer Personal Data means the following purposes: (A) to provide the Transactions to the Customer; (B) to undertake activities related to the provision of the Transactions, such as, by way of non-exhaustive example: 1) to fulfill foreign and domestic legal, regulatory and compliance requirements (including US anti-money laundering obligations applicable to the Bank's parent companies) and comply with any applicable treaty or agreement with or between foreign and domestic governments applicable to any of the Bank, Bank Affiliates and their agents or Payment Infrastructure Providers; 2) to verify the identity of Customer representatives who contact the Bank or may be contacted by the Bank; 3) for risk assessment, statistical, trend analysis and planning purposes; 4) to monitor and record calls and electronic communications with the Customer for quality, training, investigation and fraud prevention purposes; 5) for crime detection, prevention, investigation and prosecution; 6) to enforce or defend the Bank's or Bank Affiliates' rights; and 7) to manage the Bank's relationship with the Customer, which may include providing information to the Customer and Customer Affiliates about the Bank's and Bank Affiliates' products and services; and (C) the purposes set out in this Notice and such other purposes as may be agreed between the Bank or its Affiliates and the Customer;

"Personal Data" has the meaning given to the term "personal data" in the PDPA;

"Processing" in relation to Personal Data has the meaning given to the term "processing" in the PDPA;

"Related Party" means any natural person or entity, or branch thereof, that: (i) owns, directly or indirectly, stock of the Customer, if the Customer is a corporation, (ii) owns, directly or indirectly, profits, interests or capital interests in the Customer, if the Customer is a partnership, (iii) is treated as the owner of the Customer, if the Customer is a "grantor trust" under sections 671 through 679 of the United States Internal Revenue Code or is of equivalent status under any similar law of any jurisdiction, domestic or foreign, (iv) holds, directly or indirectly, beneficial interests in the Customer, if the Customer is a trust; or (v) exercises control over the Customer directly or indirectly through ownership or any arrangement or other means, if the Customer is an entity, including (a) a settlor, protector or beneficiary of a trust, (b) a person who ultimately has a controlling interest in the Customer, (c) a person who exercises control over the

Customer through other means, or (d) the senior managing official of the Customer;

"Representatives" means a party's officers, directors, employees, agents, representatives, professional advisers and Third Party Service Providers; and

"Third Party Service Provider" means a third party reasonably selected by the Bank or its Affiliate to provide services to it and who is not a Payment Infrastructure Provider. Examples of Third Party Service Providers include technology service providers, business process outsourcing service providers and call centre service providers.

Date : 31st May 2017