

## **PERSONAL DATA PROTECTION POLICY**

This Personal Data Protection Policy (“Policy”) supplements the terms and conditions governing your Contract with the Innovare Group and its related corporations (hereinafter collectively referred to as “Innovare”, “we” or “us”) and should be read in conjunction with such Terms and Conditions (“Terms and Conditions”) on your Contract with us.

Personal Data in this Policy includes any data about an individual who can be identified from that data such as your name, NRIC, passport and/or other identification number, telephone numbers, address, email address and any other information relating to individuals, which you have provided to us.

By submitting your Personal Data to us or accepting any Services and Solutions offered by us, you agree and consent to us and our authorised service providers and third parties to collect, use and disclose and/or retain your Personal Data in the manner set forth in this Personal Data Protection Policy.

From time to time, we may update this Policy to ensure that it is consistent with the Singapore Personal Data Protection Act (No. 26 of 2012) (“the Act”) and/ or any regulatory changes. Should any revision(s) be made to this Policy, updates will be published on our website ([www.innovare-group.com/pdpa](http://www.innovare-group.com/pdpa)).

1. We collect, use and disclose your Personal Data for the following purposes in connection with the services we have been engaged for (collectively called “Management Services”), to the extent applicable:
  - (a) legal purposes (including but not limited to drafting and reviewing documents);
  - (b) processing your monthly payment;
  - (c) processing your work permit application;
  - (d) submitting of statutory contributions;
  - (e) filing of Personal Income Tax;
  - (f) handling enquiries;
  - (g) generating financial, regulatory, management or other related reports and performance of analytics;
  - (h) preventing, detecting and investigating offences or breaches including but not limited to fraud, money-laundering and counter-terrorist financing;
  - (i) meeting or complying with internal policies and procedures and any applicable rules, laws, regulations, codes of practice or guidelines, orders or requests issued by any court, legal or regulatory bodies (both national and international) (including but not limited to disclosures to regulatory bodies, conducting audit checks and investigation);
  - (j) purposes which are reasonably related to the aforesaid.
2. Your Personal Data held by us shall be kept confidential. However, in order to carry out the purposes listed, we may share your Personal Data with our related corporations and third parties whether in Singapore or elsewhere. When doing so, we will require them to ensure that your Personal Data disclosed to them are kept confidential and secure.
3. By providing Personal Data relating to a third party (e.g. information of your dependent, spouse, children and/or parents) to us, you represent and warrant that the consent of that third party has been obtained for the collection, use and disclosure of the Personal Data for the purposes listed above.
4. You may withdraw your consent given for any or all purposes set out in this Policy in writing. If you withdraw your consent to any or all purposes and depending on the nature of your request, we may not be in a position to continue to provide our services to you. Your withdrawal may be considered a termination by you of any contractual relationship which you may have with us, and a breach of your contractual obligations or undertakings, and our legal rights and remedies in such event are expressly reserved.
5. Your Personal Data is retained to the extent one or more of the purposes for which it was collected remains valid and for other legal or business purposes for which retention may be necessary.

6. As we rely on your Personal Data to provide products and services to you, you shall ensure that at all times the information provided by you to us is correct, accurate and complete. You shall update us in a timely manner of all changes to the information provided to us.
7. This Policy does not derogate from the Terms and Conditions. Innovare's rights under this Policy shall be without prejudice to other rights of collection, use and disclosure available pursuant to the Terms and Conditions or under the law and nothing herein is to be construed as limiting any of these other rights.
8. If you have any questions or complaints relating to the use or disclosure of your Personal Data, please contact your Client Services Executive or our Data Protection Officer via email at [DPO@innovare-group.com](mailto:DPO@innovare-group.com).