



CODE OF CONDUCT & DATA PROTECTION POLICY

The purpose of this document (“Data Protection Policy”) is to inform you of how LIM LOGES & MASTERS PTE LTD (hereinafter referred to as the Company) manages Personal Data (as defined below). As a company registered in the Republic of Singapore we are subject to the Singapore Personal Data Protection Act (No. 26 of 2012) (“the Act”) as amended from time to time.

Lim-Loges & Masters is a leadership advisory and executive search firm that collects, uses and stores a variety of personal data which the Company in its discretion deems necessary to provide such services.

By communicating with us in any mode(whether digital or non-digital) , accessing this website, submitting information to us, entering into legal contractual relationships with us or signing up, using or participating in services offered by us, you agree and consent to the Company 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 the Company 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.

We may from time to time at our sole absolute and unfettered discretion 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. You consent to be bound by the prevailing terms of this Data Protection Policy as updated from time to time on our website . Your consent is deemed to arise from your use of, or access to ,our services, our website, your communication in any mode(digital or non-digital) with us, use of or access to our services, your provision to us of your personal information and data or the entry of legal contractual relations with us.

If you have any questions or feedback relating to your Personal Data or our Data Protection Policy please do contact our Personal Data Protection Officer as follows:

Personal Data Protection Officer:

Lelia Lim (lelialim@limlogesmasters.com)

Managing Partner, Asia Pacific



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Definitions

Act means Singapore Personal Data Protection Act (No. 26 of 2012) as amended from time to time.

“Candidate” means an Executive Search Candidate

“Client” means a party that has entered into a written agreement with the Company for executive search or other services

“Company” means LIM LOGES & MASTERS PTE LTD, its officers, employees, authorised representatives , agents and contractors.

“Day week month and year” mean a calendar day week month and year

“Discretion” means sole absolute and unfettered discretion

Headings are for convenience only shall not affect the construction of this Data Protection Policy

“HR” means Human Resources

“Policy” means this Data Protection Policy

“We, our and us” mean the Company and includes the Company’s officers, authorised representatives, agents employees and contractors

Words importing the singular and/or male gender shall, where the context so admits, import the plural and/or female and/or neuter gender

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.



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Examples of such Personal Data you may provide to us include without limitation (depending on the nature of your interaction with us) your name, NRIC, passport or other identification number, telephone number(s), mailing address, email address, qualifications, education history, work experience, 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

2.1 Generally, we collect Personal Data in the following ways:

2.1.1 when you send us any email, letter or communication, application form, declaration or submit documents including but not limited to educational certificates, curriculum vitae, employment references, work/ business experience, company profile, business, marketing and organisational plans etc.

2.1.2 when you enter into any agreement or contract with us, or sign any non-disclosure agreement, undertakings, contract, appointment letter or conditions in respect of your interactions and transactions with us, or when you use our services;

2.1.3 when you interact with our staff, managers and other representatives, for example, via telephone calls (which may be recorded), Zoom or other audio-video teleconferencing, letters, fax, face-to-face meetings and email;

2.1.4 when your images are captured by us via CCTV cameras while you are within our premises, during Zoom or other audio-video teleconferencing, or via photographs or videos taken by us or our representatives or the organisers when you attend events hosted by us;

2.1.5 when you use our services provided through both off line communication and online and other technology platforms, such as websites and apps

2.1.6 when you take part in our Human Resource consulting activities or are assessed as part of our services.

2.1.7 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;

2.1.8 when you are contacted by, and respond to, our marketing representatives and agents and other service providers;

2.1.9 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 or position you may seek;



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2.1.10 when you use our services electronic or otherwise, or interact with us via our websites and platforms or in any other non-digital mode or use services on our websites and platforms or in any other non-digital mode;

2.1.11 when we seek information about you and receive your Personal Data in connection with your relationship with us e.g. job applications, curriculum vitae, educational and professional qualification and achievements, searching for suitable candidates, references or performance assessments from ex-employers, past remuneration records, and/or

2.1.12 when you submit your Personal Data to us for any other reason whatsoever.

2.2. Our website may employ cookies. By accessing or using our website you consent to the use of cookies.

2.3. If you provide us with any Personal Data relating to a third party (e.g. information on your company , customers, 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.

2.4 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.

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

3.1 Generally, we collect, use and disclose your Personal Data for purposes relating directly or indirectly to our business and operations including but not limited to:

3.1.1 Carrying out or furthering or advancing our business of executive searches, leadership thought and HR consulting activities and generally for any other legitimate business or benefit to the Company

3.1.2 verifying your identity work experience capabilities educational history and any other relevant issues or factors as the Company in its discretion shall deem fit

3.1.3 carrying out our usual business, managing the administrative and business operations of the Companies and complying with internal policies and procedures;

3.1.4 matching any of your Personal Data held by us for our executive search, HR consulting, business and operations purposes or for any of the purposes listed herein;

3.1.5 requesting feedback or participation in surveys, as well as conducting market research and/or analysis for statistical, profiling or other purposes for us to design our products, understand customer



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behaviour, preferences and market trends, and to review, develop and improve the quality of our products and services;

3.1.6 managing the safety and security of our premises and services (including but not limited to carrying out CCTV surveillance and conducting security clearances);

3.1.7 providing media announcements and responses;

3.1.8 organising promotional events;

3.1.9 in connection with any claims, actions or proceedings and/or protecting and enforcing our contractual and legal rights and obligations (including but not limited to drafting and reviewing documents, transaction documentation, obtaining legal advice, and facilitating dispute resolution)

3.1.10 managing and preparing reports on incidents and accidents;

3.1.11 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

3.1.12 any other purpose relating directly or indirectly to any of our business or operations or as deemed necessary by the Company at its discretion.

3.2. These purposes shall continue to apply even after you have terminated any legal contractual relationship with us.

Candidate

3.3A If you are a potential or actual Candidate, or submit an application to us as a Candidate for an employment or representative position,

3.3A.1 conducting interviews;

3.3A.2 processing your application which includes pre-recruitment checks involving your qualifications, work/ business experience, achievements, character and performance references and facilitating interviews;

3.3A.3 providing or obtaining employee references and for background screening; enquiries or investigations with third parties, assessing your suitability for the position applied for;

3.3A.4 your personal information may at the Company's discretion, be disclosed to Referees, Clients and potential employees

3.3A.5 any other purposes or parties relating directly or indirectly to any of the above or as deemed necessary or advantageous to the executive search process by the Company at its discretion

Client

3.3B if you are a Client:



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3.3B.1 due diligence checks on the Client including its background, management, control and ownership, nature and scope of business, financial position, credit and other ratings, litigation searches etc.

3.3B.2 data on the Client may be derived from the Client, Referees, current or former employees or from any other sources

3.3B.3 where Client's data is disclosed to a potential candidate, all identifying information will be redacted unless your prior consent has been obtained.

3.3B.2 any other purposes relating directly or indirectly to any of the above or as deemed necessary by the Company at its discretion

Existing Employee of the Company

3.4 If you are an existing employee of the Company:

3.4.1 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;

3.4.2 staff orientation and entry processing;

3.4.3 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;

3.4.4 providing you with tools and/or facilities to enable or facilitate the performance of your duties;

3.4.5 compiling and publishing internal directories and emergency contact lists for business continuity;

3.4.6 managing corporate social responsibility projects;

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;

3.4.7 ensuring that the administrative and business operations of the Company function in a secure, efficient and effective manner (including but not limited to examining or monitoring any computer software and/or hardware installed within the Company, your work emails and personal digital and storage devices);

3.4.8 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);

3.4.9 administering cessation processes; and/or



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3.4.10 any other purposes relating directly or indirectly to any of the above or as deemed necessary by the Company at its discretion

Referee & Source of Information/Data

3.5 If you are a Referee or Source of Information / Data

3.5.1 this will include the usual personal data mentioned in Clause 1 as well as information on your connection to or relationship with the candidate. Information relating to the Referee may be gathered from the candidate, the Referee or other available third-party sources.

3.5.2 any information provided by you may be used or gather information on the relevant candidates for purposes of the executive search.

3.5.3 Your contact information provided by you may be disclosed to Clients who may wish to contact you directly.

3.5.4 any reference feedback opinion or assessment by you in regards to a Candidate or potential Candidate will not be attributed to you in the event such information feedback or data is disclosed to a Client.

3.5.5. any other purposes relating directly or indirectly to any of the above or as deemed necessary by the Company at its discretion

Third Party service Providers/ Vendors

3.6 If you are an employee, officer or owner of an external service provider or vendor outsourced or prospected by the Company:

3.6.1 managing project tenders or the supply of goods and services;

3.6.2 processing and payment of vendor invoices;

3.6.3 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

3.6.4 any other purpose relating directly or indirectly to any of the above or as deemed necessary by the Company at its discretion.

Intellectual Capital & Convening

3.7. We may contact you from time to time to:

3.7.1 Share industry developments news intellectual capital and thought leadership with you



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3.7.2 Keep you informed of our latest activities in thought leadership, leadership advisory, market disruption and human resource consulting

3.7.3 Invite you to attend or hear key note illustrious speakers on wide ranging issues of interest

3.7.4 Invite you to attend or participate in industry or role significant events e.g. awards dinners, charity events etc.

3.7.4 You may opt out of receiving these notices or invitations at any time.

4. Disclosure of Personal Data

4.1 We will take reasonable steps to protect your Personal Data against unauthorised disclosure to meet our obligations under the Act. 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 in Singapore or overseas:

4.1.1 If you are a Candidate, to parties deemed by the Company at its discretion to be potential employees or directly or indirectly beneficial or necessary for the search process

4.1.2 If you are a Client, to persons deemed by the Company at its discretion to be potential candidates or directly or indirectly beneficial or necessary for the search process

4.1.3 The Company's related corporations and its employees' representatives and agents;

4.1.4 Contractors or third-party service providers who provide operational services to the Company, such as courier services, telecommunications, information technology, payment, payroll, processing, training, market research, storage, archival, customer support investigation services or other services to the Company;

4.1.5 Vendors or other third-party service providers in connection with marketing promotions and services offered by the Company;

4.1.6 analytics, search engine providers or other third-party service providers that assist us in delivering our products, services, websites and platforms as well as improving and optimising the same.

4.1.7 credit reporting agencies, our professional advisers such as our auditors and lawyers and parties providing other professional services

4.1.8 to any law enforcement or investigative agency body or authority (whether Singaporean, foreign or international) claiming to investigate any alleged crime whether under Singapore foreign or international law;



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4.1.9 relevant Singapore or foreign government regulators, government ministries, statutory boards or authorities and/or law enforcement agencies, whether local or overseas, including without limitation the Monetary Authority of Singapore, the Accounting and Corporate Regulatory Authority, and the Insolvency and Public Trustee Office, 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 Singapore Exchange Limited and/or any other relevant securities exchange;

4.1.10 Institutions of learning, institutions for professionals or certification institution agencies or other regulatory bodies

4.1.11 Hotels, travel agents and foreign embassies in relation to overseas travel arrangements for staff;

4.1.12 external business and charity partners in relation to corporate promotional events;

4.1.13 any other party to whom you authorise us (expressly or by implication) to disclose your Personal Data to.

4.1.14 Any party disclosure to whom in the discretion of the Company shall advance promote benefit facilitate or add value to the search process.

5. Use of Cookies and Related Technologies

5.1 Our websites and platforms use cookies and other technologies. Cookies are small text files stored in your computing or other electronic devices when you visit our website and platforms for record keeping purposes. Cookies are stored in your browser's file directory, and the next time you visit the website or platform, your browser will read the cookie and relay the information back to the website, platform or element that originally set the cookie. Depending on the type of cookie it is, cookies may store user preferences and other information.

5.2 Web beacons (also known as pixel tags and clear GIFs) involve graphics that are not apparent to the user. Tracking links and/or similar technologies consist of a few lines of programming code and can be embedded in our websites or platforms. Web beacons are usually used in conjunction with cookies and primarily used for statistical analysis purposes. This technology can also be used for tracking traffic patterns on websites and platforms, as well as finding out if an e-mail has been received and opened and to see if there has been any response.

5.3 We may employ cookies and other technologies as follows:

5.3.1 tracking information such as the number of visitors and their frequency of use, profiles of visitors and their preferred sites;



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5.3.2 making our websites and platforms easier to use. For example, cookies may be used to help speed up your future interactions with our websites and platforms;

5.3.3 to better tailor our products and services to your interests and needs. For example, cookies information may be identified and disclosed to our vendors and business partners to generate consumer insights;

5.3.4 collating information on a user's search and browsing history;

when you interact with us on our websites and platforms, we may automatically receive and record information on our server logs from your browser. We may collect for the purposes of analysis, statistical and site-related information including, without limitation, information relating to how a visitor arrived at the website or platform, the browser used by a visitor, the operating system a visitor is using, a visitor's IP address, and a visitor's click stream information and time stamp (which may include for example, information about which pages they have viewed, the time the pages were accessed and the time spent per web page);

5.3.5 using such information to understand how people use our websites and platforms, and to help us improve their structure and contents;

5.3.6 using cookies that are necessary in order to enable our websites and platforms to operate, for example, cookies that enable you to log onto secure parts of our websites and platforms; and/or

5.3.7 personalising the website and platform for you, including delivering advertisements which may be of particular interest to you and using cookie related information to allow us to understand the effectiveness of our advertisements.

5.4 Some cookies we use are from third party companies to provide us with web analytics and intelligence about our websites and platforms. These companies collect information about your interaction with our websites and platforms. We use such information to compile statistics about visitors who interact with the websites, platforms and other Company online content, to gauge the effectiveness of our communications, and to provide more pertinent information to our visitors.

5.5 If you do not agree to such use of cookies, you can adjust your browser settings. Unless you have adjusted your browser settings to block cookies, our system will issue cookies as soon as you visit our site or click on a link in a targeted email that we have sent you, even if you have previously deleted our cookies.

5.6 The way which cookies can be managed depends on your browser. The following links provide information on how to configure or disable cookies in each browser:



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Google Chrome: <https://support.google.com/chrome/answer/95647?hl=en>

Mozilla Firefox: <https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences>

Internet Explorer: <http://windows.microsoft.com/en-SG/internet-explorer/delete-manage-cookies#ie=ie-9>

Safari: http://support.apple.com/kb/HT1677?utm_source=Agillic%20Dialogue

Safari for iPhone: <http://support.apple.com/kb/ta38619>

Chrome for Android: <https://support.google.com/chrome/answer/2392971?hl=en>

5.7 If you do not agree to our use of cookies and other technologies as set out in this Data Protection Policy, you should delete or disable the cookies associated with our websites and platforms by changing the settings on your browser accordingly. However, you may not be able to enter certain part(s) of our websites or platforms. This may also impact your user experience while on our websites or platforms.

6. Data Security & Storage

6.1 The Company 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.

6.2 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 services (and we urge you to take every precaution to protect your Personal Data when you use such platforms. 6.3 We recommend that you change your passwords often, use a combination of letters and numbers, and ensure that you use a secure browser.

6.4 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.

6.5 We are not liable for any loss damages or expenses suffered by you arising directly or indirectly from any security breaches, on unauthorised and/or fraudulent use of your username and password or from



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any viruses, bugs, trojan horses, spyware or adware malware worms or other malicious software that might spread from our website to you.

6.6 The Company may retain or store your Personal Data for:

6.6.1 the duration of the contractual relationship with you

6.6.2 upon termination or expiry of the contractual relationship, for such further period as 6.6.3 may be required by the Company's business purposes as the Company may decide in its discretion

6.6.4 for such period as may be required by law (directly or indirectly) including without limitation any lawful requirement for record keeping or legal liability

6.6.5 for any other reasonable or lawful period and for such reasonable or lawful purpose as the Company in its discretion may decide.

6.7 Nothing herein shall constitute an obligation on the Company to you to retain your Personal Data

6.8 For the removal of doubt any one or more of clauses 6.6.1 to 6.6.5 may apply singly or jointly and severally at any one time

7. Third-Party Sites

7.1 Our website may contain links to other websites operated by third parties. We are not responsible for the privacy practices of websites operated by third parties that are linked to our website. We encourage you to learn about the privacy policies of such third-party websites. Some of these third-party websites may be co-branded with our logo or trademark, even though they are not operated or maintained by us. 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. Contacting Us - Feedback, Withdrawal of Consent, Access, Correction & Deletion of your Personal Data

8.1 If you:

8.1.1 have any questions or feedback relating to your Personal Data or our Data Protection Policy;

8.1.2 would like to withdraw your consent to any use of your Personal Data as set out in this Data Protection Policy; or

8.1.3 would like to obtain access, make corrections or deletions to your Personal Data records, you may contact us as follows:

Email us at LeliaLim@LimLogesMasters.com

Call our hotline at +65 6725 6341



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8.2 In the event a third party had furnished us some or all of your Personal Data, you should contact such third party directly to make any queries, feedback, and access and correction requests.

9. Full or Partial Withdrawal of Consent

9.1 You have the right to withdraw (wholly or in part) your consent at any time. Should you withdraw your consent to any or all use of your Personal Data, depending on the nature of your request, the Company may not be in a position to continue to provide its products or services to you or administer any contractual relationship already in place. In that event the Company reserves the right at its discretion to terminate any agreement or contract you may have with the company. This may result in you being in breach of your contractual obligations or undertakings. The Company's legal rights and remedies in such event are expressly reserved.

10. Governing Law

10.1 This Data Protection Policy and all matters relating to your Personal Data shall be governed in all respects by the laws of the Republic of Singapore for the time being in force. Parties agree and undertake that in the event of any dispute or claim by one party against the other in respect of the Data Protection Policy and all matters relating to your personal data, parties shall (a) negotiate in good faith to reach an amicable settlement (b) where negotiation has failed, proceed to Mediation at the Singapore Mediation Centre with each party bearing their own costs of Mediation and (c) where Mediation has failed, proceed to Arbitration with each party bearing their own costs of arbitration. The seat and forum of convenience for arbitration shall be Singapore and the applicable law shall be Singapore law. Arbitration shall held in Singapore in the English Language and in accordance with either Singapore Arbitration Centre or Singapore International Arbitration Centre Rules as applicable. Parties agree to appoint a single Arbitrator to hear the matter and each party shall be responsible for their respective costs of the Arbitration.

10.2.1 All notices or legal process required to be served or sent to the Company shall be served or sent via email to the Data Protection Officer

10.2.2 All notices or legal process required to be served or sent to you shall be served or sent via email to the email address that you have submitted to the Company, and if there be more than one email address, then to the email address most recently submitted by you.



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10.3 Any claim arbitration or legal proceeding by you shall in in your name as sole claimant or applicant. You expressly waive and surrender any right to a representative or class action claim arbitration or legal proceeding against the Company.

10.4. In the event you are successful and obtain a judgment or order against the Company in respect of any breach of the Data Protection Policy or any breach of the Act, the Company's maximum liability for damages shall:

Where the breach was caused directly by any act or omission of the Company be limited to a sum not exceeding the amount of fees paid by you to the Company pursuant to any written contract between you and the Company up to date of the said breach

10.4.1(b) Where the breach was due to a failure of security, software, hardware or human error at a internet hosting site which is an independent contractor of the Company, then the Company's maximum liability for damages shall be limited to such sum as may be recovered by the Company from the said independent contractor.

10.4.2 In the event that you have not paid any fees to the Company or if there is no written contract between you and the Company you agree that a reasonable pre estimate of loss is a maximum of SGD\$500.00 in aggregate and hence Damages payable to you shall not exceed SGD\$500.00 in aggregate. The Company shall not be liable under any circumstances for consequential losses or pure economic losses suffered by you even if reasonably foreseeable.

10.5 In the event any clause or portion thereof in this Policy is deemed illegal null void or otherwise unenforceable, then such illegality nullity voidability or unenforceability shall be limited strictly to such clause or portion thereof. Such clause or portion thereof shall be deemed severed from this Policy and shall not affect the remainder of this Policy which shall continue in full force and effect.