

DEFINITIONS

"Act"	means Personal Data Protection Act 2010;
"Personal Data"	means any information in respect of commercial transactions, which (a) is being processed wholly or partly by means of equipment operating automatically in response to instructions given for that purpose, (b) is recorded with the intention that it should wholly or partly be processed by means of such equipment, or (c) is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system, that relates directly or indirectly to an individual, who is identified or identifiable from that information or from that and other information in the possession of RHB, including any Sensitive Personal Information (as hereinafter defined) and expression of opinion about the individual, that may be (i) disclosed at any time to the Contractor or its employees by RHB, in anticipation of, in connection with or incidental to the performance of the Agreement for or on behalf of RHB; (ii) disclosed at any time to RHB or its employees by the Contractor, in anticipation of, in connection with or incidental to the performance of the Agreement; (iii) Processed (as hereinafter defined) at any time by the Contractor or its employees in connection with or incidental to the performance of the Agreement; or (iii) derived by the Contractor or its employees from the information described in (i) to (iii) above.
"Process" or "Processing"	means collecting, recording, holding or storing the Personal Data, or carrying out any operation or set of operations on the Personal Data, including (a) organization, adaptation or alteration, (b) retrieval, consultation or use, (c) disclosure by transmission, transfer, dissemination or otherwise making available, or (d) alignment, combination, correction, erasure or destruction.
"Sensitive Personal Information"	means any Personal Data consisting of information as to the physical or mental health or condition of an individual, his political opinions, his religious beliefs or other beliefs of a similar nature, the commission or alleged commission by him of any offence, and other personal data as may be determined under the Act from time to time.

1. PERSONAL DATA PROTECTION

- 1.1 The Contractor undertakes to fully comply with the provisions of the Act and any other laws, regulations and industry standards relating to the privacy, confidentiality or security of Personal Data (collectively, "**Privacy Laws**").
- 1.2 The Contractor shall Process Personal Data only on behalf of and for the benefit of RHB, only to the extent and in such manner as is necessary for the purposes of Processing Personal Data in connection with the Agreement, and to carry out its obligations pursuant to the Agreement and in accordance to RHB's written instructions.
- 1.3 RHB shall have the exclusive authority to determine the purposes for and means of Processing Personal Data and reserves the rights to amend such purposes and means from time to time
- 1.4 The Contractor and its employees shall hold in strict confidence any and all Personal Data.
- 1.5 The Contractor shall ensure that access to the Personal Data is limited to:
 - (a) those employees who need access to the Personal Data to meet the Contractor's obligations under this Agreement; and
 - (b) in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties.
- 1.6 The Contractor shall ensure that all employees:
 - (a) are informed of the confidential nature of the Personal Data;
 - (b) have undertaken training in the laws relating to handling Personal Data; and
 - (c) are aware both of the Contractor's duties and their personal duties and obligations under such laws and this Agreement
- 1.7 Where RHB shares, transfers, discloses or otherwise provides access Personal Data to the Contractor, the Contractor shall:-
 - (a) employ appropriate safeguards to ensure compliance with Privacy Laws, including the implementation of administrative, physical, and technical safeguards to reasonably and appropriately protect Personal Data which may be disclosed by RHB ("**RHB Data**");

- (b) only process RHB Data for purposes relating to the Services and shall comply strictly with all directions given by RHB in respect of the same; and
 - (c) refrain from disclosing any RHB Data to any third party, or transfer any RHB Data outside Malaysia, without RHB's prior written consent.
- 1.8 In the event the Contractor is permitted to disclose RHB Data to any third party or contractors for the purposes of Processing RHB Data in connection with the Agreement, the Contractor shall enter into a written agreement with each third party that imposes obligations on the third party that are substantially similar to those imposed on the Contractor under this Agreement.
- 1.9 The Contractor shall cooperate with RHB if an individual requests access to his or her Personal Data for any reason.
- 1.1 The Contractor shall maintain reasonable safeguards and other security measures designed to (i) ensure the security and confidentiality of Personal Data; (ii) protect against any anticipated threats or hazards to the security and integrity of Personal Data; and (iii) protect against any actual or suspected unauthorized Processing, loss, use, disclosure or acquisition of or access to any Personal Data ("**Data Security Incident**").
- 1.12 The Contractor shall promptly inform RHB in writing of any Data Security Incident of which the Contractor becomes aware, but in no case longer than 24 hours after it becomes aware of the Data Security Incident. Such notice shall summarize in reasonable detail the effect on RHB, if known, of the Data Security Incident and the corrective action taken or to be taken by the Contractor. The Contractor shall promptly take all necessary and advisable corrective actions, and shall cooperate fully with RHB in all reasonable and lawful efforts to prevent, mitigate or rectify such Data Security Incident. The content of any filings, communications, notices, press releases or reports related to any Data Security Incident must be approved by RHB prior to any publication or communication thereof.
- 1.13 Promptly upon the expiration or earlier termination of the Agreement, or such earlier time as RHB requests, the Contractor shall return to RHB or its representative, or at RHB's request, securely destroy or render unreadable or undecipherable if return is not reasonably feasible or desirable to RHB (which decision shall be based solely on RHB's written statement), each and every original and copy in every media of all Personal Data in the Contractor's possession, custody or control. In the event applicable law does not permit the Contractor to comply with the delivery or destruction of the Personal Data, the Contractor warrants that it shall ensure the confidentiality of the Personal Data and that it shall not use or disclose any Personal Data after termination of the Agreement.

- 1.14 The Contractor shall provide to RHB a copy of all Personal Data held by it in the format and on the media reasonably specified by RHB at the request of RHB.
- 1.15 RHB shall have the right to monitor Contractor's compliance with the terms of this Agreement. During normal business hours, and without prior notice, RHB or its authorized representatives may inspect the Contractor's facilities, premise, records and any information or materials in the Contractor's possession, custody or control, relating in any way to the Contractor's obligations under this Agreement. An inspection performed pursuant to this clause shall not unreasonably interfere with the normal conduct of the Contractor's business. The Contractor shall cooperate fully with any such inspection initiated by RHB.
- 1.16 The Contractor shall deal promptly and appropriately with any inquiries from RHB relating to the Processing of Personal Data in connection with or incidental to the performance of the Agreement.
- 1.17 The Contractor agrees to immediately notify RHB in the event of any claim, notice, communication or complaint which relates directly or indirectly to the processing of the Personal Data and/or an event of non-compliance with Privacy Laws and the data protection principles set out in the Act by either Party, whether discovered by the Contractor or forming the subject of an investigation and/or action by the relevant authorities. The Contractor shall provide RHB with full co-operation and assistance in relation to any such claim, notice, communication or complaint.
- 1.18 The Contractor shall notify RHB immediately in writing of any subpoena or other judicial or administrative order by a government authority or proceeding seeking access to or disclosure of Personal Data. RHB shall have the right to defend such action in lieu of and on behalf of Contractor. RHB may, if it so chooses, seek a protective order. The Contractor shall reasonably cooperate with RHB in such defense.
- 1.19 The Contactor agrees to indemnify and hold harmless RHB and its officers, employees, directors and agents from, and at RHB's option defend against, any and all claims, losses, liabilities, costs and expenses, including third-party claims, reasonable attorneys' fees, consultants' fees and court costs (collectively, "**Claims**"), to the extent that such Claims arise from, or may be in any way attributable to (i) any violation of this Agreement; (ii) the negligence, gross negligence, bad faith, or intentional or willful misconduct of the Contractor or its employees in connection with obligations set forth in this Agreement; (iii) the Contractor's use of any third party providing services in connection with or relating to the Contractor's performance under this Agreement; or (iv) any Data Security Incident involving Personal Data in the Contractor's possession, custody or control, or for which the Contractor is otherwise responsible.

- 1.20 The Contractor agrees that any Processing of Personal Data in violation of this Agreement, RHB's instructions or any applicable Privacy Laws, or any Data Security Incident, may cause immediate and irreparable harm to RHB for which monetary damages may not constitute an adequate remedy. Therefore, the Contractor agrees that RHB may obtain specific performance and injunctive or other equitable relief for any such violation or incident, in addition to its remedies at law, without proof of actual damages. The Contractor agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.
- 1.21 The Contractor's obligations under this Agreement shall survive the termination of the Agreement and the completion of all services subject thereto.
2. This Appendix B is a supplemental to the said Service Agreement.
3. This Appendix B shall be part of the Service Agreement. Except as expressly modified by the provisions of this Appendix A, it is the parties' intent that all terms and conditions set forth in the Service Agreement remains unchanged and shall continue to be binding on parties.
4. In the event of a conflict between the provisions of the Service Agreement and the terms and conditions in this Appendix B, the terms and conditions in this Appendix B shall prevail.