

23 Aug 2019

Ong Wei Chuen Ivan  
17 Waringin Park  
Singapore 416330

Dear Ong Wei Chuen Ivan

**TECHNOLOGY IN FINANCE IMMERSION PROGRAMME (TFIP) - Data Analytics  
TRAINEE AGREEMENT LETTER BETWEEN IBF AND TRAINEE**

The Institute of Banking and Finance ("IBF") as the Programme Manager for Workforce Singapore Agency's ("WSG") Technology in Finance Immersion Programme ("TFIP" or "**Programme**"), is pleased to attach you to HSBC Bank (Singapore) Limited (20142062K) ("**Company**") for a period of 18 months from 7 Oct 2019 ("**Commencement Date**") up to and including 6 Mar 2021 ("**Term**").

By signing this Agreement, you (the "**Trainee**") hereby agree to the following terms and conditions governing your participation in TFIP:

**1. PROGRAMME STRUCTURE**

- 1.1 You shall attend and complete a 18 months training programme arranged by IBF which includes structured training with National University of Singapore and On-the-Job Training (hereinafter "**OJT**") with the Company. The number of months allocated for the structured training and the OJT may vary during the course of the Programme at IBF's sole discretion.
- 1.2 Under **Attach-and-Train** mode of programme for TFIP, you shall separately enter into a training agreement with the Company ("**Company Training Agreement**") on the terms and conditions of your OJT with the Company, and you shall comply with the Company Training Agreement and this Agreement.
- 1.3 In the event that the Company decides to employ you directly, the programme mode for TFIP will be converted to **Place-and-Train**. This may take place anytime, subject to compliance with the terms and conditions in this Agreement and the Company's compliance with the TFIP Terms and Conditions ("**TFIP T&Cs**") and Professional Conversion Programme Terms and Conditions ("**PCP T&Cs**"). Trainees under Attach-and-Train may be granted early placement by the Company (by way of conversion from Attach-and-Train to Place-and-Train) and remain eligible for the prevailing Place-and-Train salary support funding rates for the remaining Programme duration. However, this would be subject to IBF's approval and on the condition that all of the following are met:
  - (i) One (1) month written notice to IBF by the Company
  - (ii) Increase in salary offered after the conversion to Place-and-Train
- 1.4 Trainees under Place-and-Train shall not be eligible to change or revert to Attach-and-Train.
- 1.5 In the event of conversion to Place-and-Train, the Company Training Agreement shall be terminated and you will enter into an employment agreement with the Company. This Agreement with IBF shall also be terminated in the event of conversion to Place-and-Train.

## **2. TRAINING ALLOWANCE / WORK DAYS UNDER ATTACH-AND -TRAIN**

- 2.1 Under Attach-and-Train, you will receive a monthly training allowance of **S\$5,500** per month from IBF. For the avoidance of doubt, you are not, and shall not be, entitled to any Central Provident Fund contribution, which is not applicable for and payable under Attach-and-Train.
- 2.2 You are required to report for work at the Company's premises at 21 Collyer Quay, #13-02 HSBC Building, Singapore 049320, but pursuant to the Company Training Agreement, the Company may require you to work in any other location as may be required for the proper performance and discharge of your duties and responsibilities.
- 2.3 You understand that in view of the nature of your role, your working hours may differ or be longer than the official work hours of the Company and agree that you shall work whatever hours as are reasonable and necessary (including performing shift work) for the effective performance and discharge of your duties and responsibilities, and subject to any applicable laws, you shall not be entitled to any additional compensation for work performed outside or in excess of normal business hours, save that the Company may in its discretion compensate you by way of additional time off. The Company has the right to extend or amend normal working hours to meet operational requirements.
- 2.4 The monthly training allowance will be disbursed to you by IBF by the 10<sup>th</sup> business day of the following calendar month provided that you have completed one (1) full month of work with the Company (which includes approved annual and/or medical leave). You will be entitled to pro-rated training allowance<sup>1</sup> for that month of training if less than one full month is completed.
- 2.5 A "business day" refers to Monday to Friday, excluding public holidays.
- 2.6 The monthly training allowance will be disbursed to you by way of PayNow via NRIC or such other methods as determined by IBF.

## **3 RULES & REGULATIONS AND CODE OF CONDUCT**

- 3.1 You shall abide by the Company's rules and regulations and code of conduct as prescribed by the Company.

## **4 ANNUAL LEAVE AND MEDICAL LEAVE UNDER ATTACH-AND-TRAIN**

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<sup>1</sup> Pro-ration of training allowance can be computed using MOM's wage calculator for incomplete month of work.  
<https://www.mom.gov.sg/employment-practices/salary/calculate-pay-for-incomplete-month>

- 4.1 You shall be entitled to 21 days of annual leave and 30 days of annual medical leave during OJT under Attach-and-Train per calendar year, which shall be pro-rated for any part of such calendar year. Any leave application shall be made to the Company in accordance with the Company's leave guidelines, rules and/or policies and shall be subject to the Company's approval. For the avoidance of doubt, unutilised annual and/or medical leave cannot be cashed out or used as part of the notice period.

## **5 MONTHLY SALARY UNDER PLACE-AND-TRAIN**

- 5.1 Upon conversion to Place-and-Train, IBF shall cease to disburse monthly training allowance to you. The Company shall become responsible for payment of your monthly salary (which will replace your monthly training allowance) as specified pursuant to your employment agreement with the Company. For the avoidance of doubt, this Agreement with IBF shall be terminated in the event of conversion to Place-and-Train.

## **6 INSURANCE FOR TRAINEE**

- 6.1 IBF shall take out and maintain work injury insurance for you during the duration of the Programme under Attach-and-Train. Upon conversion to Place-and-Train, IBF shall cease to have any such obligation.

## **7 COMPLETION OF PROGRAMME**

- 7.1 Subject to paragraph 8 below, you shall be required to complete the Programme for the prescribed period of 24 months for Cloud Computing, Cybersecurity and Full Stack Development or 18 months for Data Analytics.
- 7.2 If you fail to successfully complete the structured training of the Programme for any reason whatsoever, IBF may decide in its sole discretion that you shall be liable for the cost of the entire structured training or the uncompleted training modules, whether by way of clawback or reimbursement or such other manner.

## **8 TERMINATION**

- 8.1 This Agreement may be terminated by the Trainee by giving one (1) month's written notice to IBF and the Company, **PROVIDED THAT** valid and sufficient reason has been provided in writing to and accepted by IBF.
- 8.2 This Agreement may be terminated by IBF with immediate effect by written notice to the Trainee upon the occurrence of any of the following events, each of which shall constitute an event of default:
- (i) the Trainee has materially breached any of his obligations under this Agreement or the Company Training Agreement (Attach-and-Train);

- (ii) the Trainee is suspended by WSG for any reason or blacklisted by the Monetary Authority of Singapore or any other relevant regulatory authorities and therefore no longer in a position to carry out the duties and responsibilities of the role offered;
  - (iii) the Company Training Agreement (other than due to conversion to Place-and-Train) or the Company's participation in TFIP has been terminated for any reason whatsoever;
  - (iv) the Trainee had not met the eligibility requirement to participate in TFIP.
- 8.3 In the event of the Trainee's conversion from Attach-and-Train to Place-and-Train, this Agreement shall be terminated with immediate effect on the date the Trainee enters into an employment agreement with the Company.
- 8.4 Upon termination (howsoever caused) of this Agreement or the Trainee's participation in TFIP (other than due to conversion to Place-and-Train), the Trainee acknowledges and accepts that:
- (i) IBF may immediately withhold or pro-rate any disbursement(s) of the monthly training allowance.
  - (ii) WSG, SkillsFuture Singapore Agency (“SSG”), and Info-communications Media Development Authority (“IMDA”) may immediately clawback or withhold any and all funding support and services from the Trainee and/or the Company in any programmes and services funded by WSG, SSG and IMDA respectively related to the Programme or reclaim part or all of the TFIP funding support whether or not already disbursed, save that the Trainee would remain eligible for course fee funding as long as the Trainee completes the module / structured training according to the terms and conditions of the applicable course fee grant(s).
- 8.5 For Trainees who terminate their participation in the Programme with valid and sufficient reasons accepted by IBF before the completion of the Programme or in the event the Trainee has converted to Place-and-Train , the funding support shall be as set out below:

Time of Termination	Eligible Training Allowance
Before commencement of structured training / OJT	Not eligible
After commencement of structured training / OJT	Pro-rated based on the duration of training completed <sup>2</sup>

- 8.6 Notwithstanding anything in this Agreement, paragraphs 1.4, 7.2, 8.4, 8.5, 8.6, 9, 10, 12, 13 and 14 shall survive the termination or expiry of this Agreement howsoever caused, and shall continue in full force and effect.

<sup>2</sup> Pro-ration of training allowance / monthly salary can be computed using MOM’s wage calculator for incomplete month of work. <https://www.mom.gov.sg/employment-practices/salary/calculate-pay-for-incomplete-month>

## 9 CONFIDENTIALITY

9.1 **Confidential Information** means all information (however recorded or preserved) disclosed or made available, directly or indirectly, by any party (including IBF and the Company) ("**Disclosing Party**") to you or acquired by you in connection with or arising out of this Agreement, the Programme or the OJT, including but not limited to:

- (i) the terms and conditions of this Agreement, the Company Training Agreement, the terms and conditions in the Trainee's employment agreement with the Company (Place-and-Train) relating to the Programme, and TFIP Terms and Conditions;
- (ii) any information that would be regarded as confidential by a reasonable business person, or identified (whether prior to, at the time of, or subsequent to the disclosure) in writing or orally by the Disclosing Party as confidential, trade secret or proprietary information;
- (iii) technical, operational, administrative, economic, marketing, planning, client, business or financial data, information, documents, records and materials;
- (iv) the operations, processes, product information, intellectual property, know-how, designs, trade secrets, software and client information and documents of the Disclosing Party; and
- (v) any information or analysis derived from the Confidential Information.

9.2 Whether before, during or after the termination or expiry of this Agreement, you shall keep the Confidential Information confidential and undertake:

- (i) to use the Confidential Information for the sole purpose of performing your obligations or exercising or enforcing your rights under this Agreement, and not to use it for any other purposes;
- (ii) to maintain strictly confidential all Confidential Information that you may acquire in any manner;
- (iii) not to disclose the Confidential Information to any party or person except with the prior written consent of the Disclosing Party and only then in confidence and strictly on a "need to know" basis, or unless specifically required by law to disclose the Confidential Information, in which case, you shall (unless prohibited by law) give the Disclosing Party sufficiently reasonable notice prior to such disclosure to permit the Disclosing Party to seek protection of such Confidential Information and you shall comply with any applicable protective order if allowed by law.

9.3 The restrictions in paragraph 9.2 shall not apply to any Confidential Information which:

- (i) is or becomes generally available to the public through no act or default on your part;

- (ii) was already in your possession and at your free disposal before the disclosure by the Disclosing Party to you; or
- (iii) is subsequently disclosed to you by a third party who is not in breach of any obligation of confidence

9.4 Notwithstanding the expiry or earlier termination of this Agreement for any reason whatsoever, the obligations and restrictions in this clause shall continue to apply without any limit in time.

## **10 INFORMATION REQUIRED BY WSG AND/OR IBF**

- 10.1 Whether during, or after the termination or expiry of, this Agreement, IBF, WSG, their appointed auditors and/or nominated representatives may contact the Trainee and/or the Company to obtain information, and the Trainee shall provide such information or consent to the Company providing such information, deemed necessary by IBF or WSG for the purposes of (i) conducting effectiveness survey or audits in relation to the Programme and/or (ii) tracking progress and statistics of the Programme. Notwithstanding the foregoing, before the Trainee provides any information that constitutes as confidential information of the Company, the Trainee shall (1) obtain the prior written consent of the Company (whose consent shall not be unreasonably withheld) and (2) when providing such information, inform IBF, WSG, their appointed auditors and/or their nominated representatives that such information constitutes confidential information of the Company.
- 10.2 Whether during, or after the termination or expiry of, this Agreement, the Trainee shall (i) render all necessary cooperation and assistance to IBF, WSG, their appointed auditors and/or nominated representatives to conduct audits in relation to or in connection with TFIP and (ii) provide IBF, WSG, their appointed auditors and/or nominated representatives with any and all information, documents and/or records as they may require or deem necessary to administer, manage, audit, assess or promote the Programme ("**Information**"). Where the requested Information includes personal data collected from or of the Trainee, the Trainee hereby consents to (i) the Company disclosing such Information to IBF, WSG, their appointed auditors and/or nominated representatives and (ii) IBF, WSG, their appointed auditors and/or nominated representatives disclosing such Information with the relevant governmental and/or regulatory authorities in Singapore and/or processing such Information, for the purposes stated in paragraph 9 of IBF's Personal Data Protection Policy as annexed hereto as Annex A and as set out on IBF's website, with the latest version of either document prevailing.
- 10.3 Whether during, or after the termination or expiry of, this Agreement, the Trainee shall assist IBF, WSG, their appointed auditors and/or nominated representatives in fulfilling all audit and governance requirements, in a timely manner as well as giving access to examine, audit, excerpt, and transcribe any relevant documents, materials and accounts relating to TFIP, based on the scope as determined by IBF and WSG.

- 10.4 Course fee grants, monthly training allowance (Attach-and-Train) and/or monthly salary (Place-and-Train) under the Programme may be subject to the Income Tax Act (Cap. 134) payable at the rate(s) specified for each year of assessment as prescribed by the Inland Revenue Authority of Singapore.

## **11 NO AGENCY OR EMPLOYMENT RELATIONSHIP CREATED**

- 11.1 For the avoidance of doubt, nothing in this Agreement shall create or give rise to a partnership or employment relationship between you and the IBF.

## **12 GOVERNING LAW AND JURISDICTION**

- 12.1 This Agreement shall be governed by and construed in accordance with the laws of Singapore.
- 12.2 Any claim or dispute arising out of or in connection with this Agreement shall first be referred to the Singapore Mediation Centre. A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with this paragraph 12.2. The mediation session is to commence no later than ninety (90) days from the date of the written notice of mediation failing which either Party may proceed to other dispute resolution. Failure to comply with this paragraph 12.2 shall be deemed to be a breach of this Agreement.
- 12.3 If the claim or dispute fails to be resolved pursuant to paragraph 12.2, the Parties agree to submit to the exclusive jurisdiction of the Singapore courts.

## **13 RIGHTS OF THIRD PARTIES**

- 13.1 Subject to paragraph 13.2, a person who is not a party to this Agreement shall have no right under the *Contracts (Rights of Third Parties) Act* (Chapter 53B) to enforce any of its provisions.
- 13.2 Notwithstanding paragraph 13.1 above, WSG, SSG, and IMDA are each entitled to rely on and enforce this Agreement against the Trainee.

## **14 NO LIABILITY**

- 14.1 Unless expressly stated otherwise in this Agreement and to the fullest extent allowed by law, IBF and/or WSG shall not be liable in any way to the Trainee for any loss, damages, liability, expenses and costs of any nature whatsoever, and the Trainee shall not involve IBF and/or WSG in any dispute involving (i) the Trainee(s) and/or Company (except where there is a dispute on whether the Trainee has committed "serious misconduct" during the OJT, IBF's determination shall be final and binding on the Company and the Trainee) or (ii) any third parties contracted by the Company for the purpose of participating in TFIP. Without prejudice to, and without limiting the generality of, the foregoing, the Trainee hereby covenants to hold IBF and/or WSG harmless against, and IBF and WSG shall not be liable for, any Claims (as defined as below), damages, suits, judgments, penalties and fines arising out of or in connection with:

- (i) any act or default of the Company, its directors, employees, shareholders, owners, agents or sub-contractors;
- (ii) any act or default of any company or entity which IBF or the Company engages or otherwise uses for the purposes of training or work attachment of the Trainee, including but not limited to the act or default of the directors, employees, shareholders, owners, agents or sub-contractors of such company or entity;
- (iii) any act or default of the Trainee on the premises of the training providers, the Company or any other entity or in the course of the training or the OJT.

14.2 "Claims" shall mean all demands, claims and liability (whether criminal or civil, in contract, tort or otherwise) for losses, damages, legal costs and other expenses of any nature whatsoever and all costs and expenses (including without limitation legal costs) incurred in connection therewith

Yours sincerely

**THE INSTITUTE OF BANKING AND FINANCE**

A handwritten signature in dark ink, appearing to read 'Ng Nam Sin', with a stylized flourish at the end.

**Ng Nam Sin (Mr)**  
**Chief Executive Officer**



**TRAINEE:**

I, <Trainee Name> : \_\_\_\_\_, NRIC : \_\_\_\_\_  
of <Trainee Address> : \_\_\_\_\_

hereby accept all the above terms and conditions governing my participation in TFIP and training attachment as a Trainee with Host Company : HSBC Bank (Singapore) Limited as part of WSG's TFIP for Data Analytics.

**Note:** By applying for and accepting enrolment into this Programme, I understand that I am expected to complete this Programme and find employment relevant to this Programme within six (6) months from completion of the Programme. Should I, without valid and sufficient reason accepted by IBF, render myself unable or unsuitable to do so or resign from the Programme, IBF, WSG, SSG and IMDA shall have the right to clawback or withhold any and all funding support from me in any programme and services funded by IBF, WSG, SSG, or IMDA respectively related to the Programme or reclaim part or all of the TFIP funding support whether or not already disbursed, save that I would remain eligible for course fee funding as long as I complete the module / structured training according to the terms and conditions of the applicable course fee grant(s).

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Signature

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Date

\_\_\_\_\_  
Trainee Name

## **ANNEX A**

### ***THE INSTITUTE OF BANKING & FINANCE***

#### ***PERSONAL DATA PROTECTION POLICY***

This Policy statement was last updated on 30 April 2019.

The Institute of Banking & Finance ("**we**", "**our**", "**us**" or "**IBF**") is committed to respecting and protecting your personal data. This Personal Data Protection Policy ("**Policy**") sets out the basis on which we collect, use, disclose, store and/or process your personal data. It applies to personal data in our possession or under our control. Please read the following carefully to understand our practices regarding your personal data and how we handle it. By continuing to visit and use this website or our mobile application, or by continuing to participate in our programs and/or utilise our services, you confirm that you understand and consent to the terms of this Policy.

#### **COLLECTION OF INFORMATION**

##### ***PERSONAL DATA***

1. We collect various types of personal data. As used in this Policy, "personal data" means 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 (and all our affiliates, partners, subsidiaries and all relevant third parties mentioned in this Policy) have or are likely to have access

2. Personal data includes, without limitation, an individual's name; address; telephone numbers; email addresses; date of birth; gender; nationality; marital status; passport number, date and place of issue; personal identification number; driver's licence number and expiration; photographs and other audio-visual material; employment information; payment information; credit and debit card numbers; marketing preferences; preferred communication methods; and any other types of information that you choose to provide to us or that we may collect about you through your interactions with us and our affiliates, partners and subsidiaries.

3. We may collect personal data by way of the information that you provide to us on our website, our mobile application, or by any other means.

4. We may also collect your personal data from our partners and other independent third party sources (e.g. management representatives of financial institutions, IBF-accredited training providers, government agencies). In addition, we may also collect voice and video recordings of you in the course of our interactions with you and in connection with the administration of our programs and services.

##### ***COOKIES AND OTHER WEBSITE FUNCTIONALITIES***

5. We may automatically collect the following information about you in connection with your visit(s) to our website:

- technical information, including the Internet Protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform; and

- information about your visit, including the full Uniform Resource Locators (URL) visited; date and time of visit; products or services you viewed or searched for; page response times; download errors; length of visits to certain pages; page-interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page.

6. When you visit our website, we may assign your computer (or any other device) with cookies (which are small text files created on your computer or device), Local Shared Objects (also known as flash cookies, which can store data more complex than simple text) and Web Beacons (tiny graphics with a unique identifier that are placed in the code of a webpage) (collectively, "**Cookies**"). By accessing our website, you agree that we can place Cookies on your computer or device.

7. The Cookies that we place on your computer or device may be used to facilitate your access to our website, gather statistical data, and personalise your online experience. We currently use Cookies on our website for purposes including, but not limited to, detecting your web browser's multimedia capabilities, recognising you as a previous visitor and saving your website user preferences, maintaining login and password details on secure portions of the website, monitoring the traffic patterns of our website users, tracking which emails have been opened by you, and providing a unique identifier to your computer so that we can generate statistics regarding website usage.

8. You have the option of adjusting your browser settings to restrict or limit the use of various Cookies. However, if you choose to do so, the functionality of the website and your user experience may be affected.

#### **USE OF PERSONAL DATA COLLECTED**

9. We currently use and/or may in the future use your personal data for any purpose not prohibited by applicable law. This includes, but is not limited to, the following purposes:

- to verify your identity where necessary
- to manage the user account that you may have set up with us
- to communicate with you and to process and respond to your questions/ comments and/or feedback
- to provide our services to you, including without limitation our career advisory services
- to process and review any applications that you may submit to us
- to administer our various training grant schemes, IBF certification, Continuing Professional Development (CPD) schemes and other competency programmes
- to suggest training and other competency programmes which may be of interest to you
- to evaluate your eligibility and determine the quantum of any training grants/ salary and/or course fees support that may be granted
- to register you for examinations and to carry out all functions necessary for us to administer and enable you to sit for such examinations
- to prepare aggregated examination and industry reports which may be disclosed, where necessary, to relevant examination boards, industry workgroups, and regulators
- to provide you with and allow you and other relevant third parties to verify information regarding any records you may hold with IBF (e.g. CPD, training, funding, certification, accreditation, and examination records, amongst others)

- to process relevant payments and transactions in connection with your participation in our programs and utilisation of our services
- to contact you regarding any industry engagements which may be of interest to you
- to inform you of and invite you to upcoming IBF events
- to keep you updated on the latest developments at IBF
- to conduct research, analysis and development activities (including but not limited to data analytics/ surveys) for management reporting and generation of customised reports
- to process and evaluate any job applications that you may send to us
- to carry out due diligence or other screening activities including security and background checks
- to investigate any fraud, unlawful activity or omission or misconduct, whether or not there is any suspicion of the aforementioned; dealing with conflict of interests or dealing with and/or investigating complaints
- to comply with a court order or other legal process or other statutory and/or regulatory requirements of any governmental and/or regulatory authorities
- in exceptional circumstances, such as a national emergency, security concern, or other situation in which we in our sole discretion deem to be prudent
- any other purpose permitted by applicable law, or as may be described to you from time to time at the point of collection of your personal data

(collectively, the "**Purposes**").

#### **SHARING OF PERSONAL DATA**

10. We may share your personal data (including your name, the organisation that you belong to, photographs, resumes, examination results, certification status and CPD status), with and among our affiliates, partners and subsidiaries, or with unaffiliated third parties including our third-party service providers, your prospective and/or current employers, recruitment agencies and relevant government agencies and/or regulatory authorities, whether in Singapore or abroad, in connection with the aforementioned Purposes. Some of your non-confidential personal data may also be posted on our website. Please contact our Data Protection Officer at the address indicated below if you wish to have your personal data removed from our website.

#### **TRANSFERS OF PERSONAL DATA OUTSIDE SINGAPORE**

11. In connection with the Purposes, your personal data may be transferred to countries outside of Singapore including to our third-party data storage service providers whose cloud servers and data centres may be located overseas. In situations where we transfer your personal data to countries outside of Singapore, we will take steps to ensure that appropriate levels of protection necessary to maintain the security and integrity of your personal data are in place.

#### **WITHDRAWAL OF CONSENT**

12. If you do not want your personal data to be collected, used, and/or disclosed by us in the aforementioned manner, you may withdraw your consent by writing to our Data Protection Officer at the address indicated below. Please note that we may not be able to continue to provide you with certain services in the event that you choose to withdraw your consent.

#### **ACCESS TO AND CORRECTION OF YOUR PERSONAL DATA**

13. If you wish to access or correct any of your personal data, please contact our Data Protection Officer at the address indicated below. For a request to access or correct your personal data, once we have sufficient information from you to deal with the request, we will seek to respond to your access

or correction request within 30 days. Where we are unable to respond to you within the said 30 days, we will notify you of the soonest possible time within which we can provide you with the information requested. Please note that a reasonable administrative fee may be payable for the handling and processing of any access or correction requests made by you.

#### **RETENTION OF PERSONAL DATA**

14. Personal data may be retained by us for as long as the purpose for which the personal data was collected continues, or if the retention is necessary for our legal or business purposes, even in circumstances where you have closed your account with us. We will cease to retain personal data once we no longer have a legal or business reason for doing so.

#### **DATA SECURITY**

15. We take reasonable care and have implemented technical, administrative, procedural and other measures to protect your personal data from unauthorised access, improper use or disclosure, unauthorised modification, unlawful destruction or accidental loss. However, we cannot assume responsibility for any unauthorised use of your personal data by third parties which are wholly attributable to factors beyond our control.

#### **CHANGES TO POLICY**

16. We may update this Policy from time to time without prior notice by posting a new version on this website. You should check this page regularly to ensure that you are familiar with any changes.

17. Your continued use of our website or mobile application and continued dealings with us for the provision of our products and services, after any changes to this Policy has been made, constitutes your acceptance to such changes.

#### **CONTACT US**

18. If you have any questions in relation to how your personal data is handled by us, please contact our Data Protection Officer at [dpo@ibf.org.sg](mailto:dpo@ibf.org.sg).

If you are an European Union (EU) resident, the General Data Protection Regulation (GDPR) may also be applicable to you. Please refer to our [GDPR Privacy Policy](#).