

VIRTUOSITY SOLUTIONS PTE LTD
(Incorporated in Malaysia & Singapore)

Employee Premises/Business Systems Access and Security Policy

1 Access to Premises

- 1.1 To the extent required by the Employee to perform its obligations under this Agreement, VIRTUOSITY SOLUTIONS shall permit the Employee access to VIRTUOSITY SOLUTIONS's Premises and business systems, by prior arrangement and during Working Hours of VIRTUOSITY SOLUTIONS for the sole purpose of performing its contractual obligations under this Agreement.
- 1.2 Any access granted pursuant is subject to the consent which may be required by VIRTUOSITY SOLUTIONS, conditions, and compliance with VIRTUOSITY SOLUTIONS policies and procedures. Such access may be revoked at any time and for any reason by VIRTUOSITY SOLUTIONS without prior notice.

2 Records and Audits

- 2.1 **The Company's right to inspect:** The Employee agrees that the Company, its designees and its representatives, auditors and inspectors shall, at all times, have the right to inspect and audit site(s), documents, data, systems and records relating to the Agreement and its subject matter. Such audit shall be subject prior notice being given by the Company to the Employee.
- 2.2 **Regulators' right to inspect:** The Employee further agrees that the Company's Regulators, its designees and its representatives, auditors and inspectors shall, at any time during the term of this Agreement, have the right to independently, inspect, audit and assess the relevant performance/provision of the same by Employee and any of its sub-contractors. Employee acknowledges that any examination, inspection or right to audit any site(s), documents, data, systems and records herein held or in the control of the Employee or any of its sub-contractors, will be made by prior notice only where possible, at the discretion of the Company's Regulators.
- 2.3 **Audit scope:** The rights of Customer and Regulators (including their respective nominees) shall include when applicable, audits of:
 - 2.3.1 practices and procedures;
 - 2.3.2 systems including user access rights and user access matrix, data flow process and organisational functions;
 - 2.3.3 technical and organisational security measures;
 - 2.3.4 security policies, practices and procedures; and
 - 2.3.5 business continuity and backup procedures.
- 2.4 **Cooperation in conduct of audit:** The Employee shall co-operate fully with the VSSB or its designees in connection with the carrying out of the audits contemplated under the Agreement at no additional cost to the VSSB.

3 Compliance and Access

- 3.1 Employee's Access to VIRTUOSITY SOLUTIONS's systems:** If and when necessary, the Employee will be given limited access to and/or use of VIRTUOSITY SOLUTIONS's computer systems, communications networks, databases, servers and files strictly on an as-needed basis for the purpose of the performance by the Employee of its obligations under the Agreement, subject to the following:
- 3.1.1 such access and/or use shall first be authorised in writing by VIRTUOSITY SOLUTIONS;
 - 3.1.2 the Employee shall adhere to VIRTUOSITY SOLUTIONS's requirements, instructions, directions, regarding such access and/or use;
 - 3.1.3 the Employee shall not download, store, backup, copy, modify or alter any VIRTUOSITY SOLUTIONS's data, information or files from such access and/or use, except to the extent and in the manner as explicitly authorised by VIRTUOSITY SOLUTIONS; and
 - 3.1.4 the Employee shall abide by the provisions of the Agreement in relation to Confidential Information and Personal Data, and any other terms and conditions in relation to such access and/or use as may be imposed by VIRTUOSITY SOLUTIONS.
- 3.2 Employee's Undertaking in Relation to Access:** Where the Employee requires the access and use of VIRTUOSITY SOLUTIONS's premise to perform its obligations hereunder, it undertakes:
- 3.2.1 to keep safe and maintain all materials and property of VIRTUOSITY SOLUTIONS located at VIRTUOSITY SOLUTIONS's premise or otherwise made available to the Employee pursuant to the Agreement, in good condition and protect the same against loss or damage howsoever caused;
 - 3.2.2 not to bring any equipment, goods or chattels onto VIRTUOSITY SOLUTIONS's premise, without the consent of VIRTUOSITY SOLUTIONS;
 - 3.2.3 to keep VIRTUOSITY SOLUTIONS's premise in good condition and clean and tidy and clear of rubbish and to leave the same clean and tidy and in as good a state or repair and condition;
 - 3.2.4 to return all materials and facilities owned or controlled by VIRTUOSITY SOLUTIONS which are utilised by the Employee in the course of providing and implementing the Deliverables, upon completion of use or otherwise upon termination, in good condition apart, where relevant, from reasonable wear and tear;
 - 3.2.5 not to effect any structural or other alteration to VIRTUOSITY SOLUTIONS's premise without the prior written consent of VIRTUOSITY SOLUTIONS which consent may be provided with such conditions as VIRTUOSITY SOLUTIONS deems necessary;
 - 3.2.6 not to display or allow the display of any signs or notices at VIRTUOSITY SOLUTIONS's premise without the prior written consent of VIRTUOSITY SOLUTIONS;
 - 3.2.7 not to access and use nor to allow others to access and use VIRTUOSITY SOLUTIONS's premise other than for the purpose of carrying out the obligations under the Agreement and for the purposes contemplated and allowed pursuant hereunder; and
 - 3.2.8 not to carry out its obligations or act in any way that may cause danger, harm or damage to VIRTUOSITY SOLUTIONS's personnel and/or property or that would result in VIRTUOSITY SOLUTIONS no longer being eligible for any benefits or claim under its insurance policies.
- 3.3 Refusal of Employee's Access:** VIRTUOSITY SOLUTIONS may refuse access to the Employee at any time where it believes, at its discretion, that such personnel does not or will not comply with the policies and procedures of VIRTUOSITY SOLUTIONS or if such personnel pose a threat to the security of VIRTUOSITY SOLUTIONS's premises, facilities or personnel.

4 Secrecy

4.1 The Employee undertakes to comply with all secrecy provisions in the Applicable Laws governing any and all activities and businesses carried on by VIRTUOSITY SOLUTIONS from time to time including all information relating to the employees, customer or the account of the customer of VIRTUOSITY SOLUTIONS. Without limiting this obligation, the Employee acknowledges that the Applicable Laws in countries where VIRTUOSITY SOLUTIONS has legal entities in, include (but not limited to):

- 4.1.1 Financial Services Act 2013;
- 4.1.2 Personal Data Protection Act 2010.

The obligations under this Clause shall survive beyond the expiry or earlier determination of this Agreement.

5 Confidential Information

5.1 Both Parties will each treat as confidential all Confidential Information obtained pursuant to this Agreement and will only use such Confidential Information for the purposes of this Agreement, including limiting disclosure to its personnel who are directly involved in the provision of the Services and delivery of the Deliverables, on a strict need-to-know basis. A Party shall not, at any time during or any time after the completion, expiry or termination of this Agreement, disclose the Confidential Information whether directly or indirectly, to any third party without the other Party's prior written consent.

5.2 Both Parties shall ensure that Confidential Information is protected with the same degree of care and the security measures that a Party would apply to its own confidential information (including use of reasonably secured electronic measures where held on any computer system), provided always that it is no less than a reasonable standard of care.

5.3 The employee does not prohibit disclosure of Confidential Information to the Company's Affiliates, auditors, professional advisors, accountants, insurers and any other person having a statutory or regulatory right to request and receive that information, provided that the Customer procures that such persons comply with the duty of confidentiality imposed by this Agreement as if they were a party to it.

5.4 Nothing in this Clause shall prevent a Party from disclosing Confidential Information where it is required to be disclosed by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceeding or claim or otherwise by Applicable Laws; provided that the Disclosing Party shall, if legally permitted, give the other Party prior reasonable notice as soon as possible, of such required disclosure so as to enable that Party to seek relief from such disclosure requirement or measures to protect the confidentiality of the disclosure.

5.5 This Clause does not apply to information which:

- 5.5.1 is explicitly approved for release by written authorisation of a Party;
- 5.5.2 which is independently developed by the receiving party without use of or reference to the Confidential Information of the other;
- 5.5.3 is or subsequently becomes available to the general public other than through a breach by the receiving party;
- 5.5.4 is already known to the receiving party before disclosure by the disclosing party; or
- 5.5.5 the receiving party rightfully receives from third parties without restriction as to use or disclosure.

- 5.6 Upon termination or expiry of this Agreement for whatever reason, each Party shall cease to use any Confidential Information received in connection with this Agreement. Each Party shall return or destroy all hard copies and permanently erase all electronic copies of that Confidential Information on demand, or at the request of the other Party, in its possession or control.
- 5.7 The Employee shall not advertise, make any press statement or announcement or disclosure to the public about its appointment by the Customer, this Agreement and the terms herein (except insofar as may be required by law or any regulatory authority or as may be necessary for the due performance of this Agreement) or use the Company's or its Affiliate's name, trademark or logo in any manner and for any purpose whatsoever (including as reference) without the Company's prior approval in writing. All copies or materials relating to the Employee's appointment and this Agreement which is intended for publication in any form must first be submitted in draft form to the Customer for approval. A breach of this sub-clause by the Employee may be considered by the Customer to be a material breach of this Agreement.
- 5.8 Title of all Confidential Information and any other information, data or physical materials owned by VIRTUOSITY SOLUTIONS and delivered to the Employee pursuant to this Agreement shall remain exclusively with VIRTUOSITY SOLUTIONS.
- 5.9 The Employee agrees to indemnify the Customer against all losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings which the Customer may incur arising out of a breach of the Employee's obligations relating to Confidential Information under this Clause or any obligations relating to secrecy under applicable laws.
- 5.10 The Employee undertakes to immediately notify the Customer of any cyber-incident (including any data or security breaches), unauthorised access, misappropriation, loss, damage or other compromise of the security, confidentiality, or integrity of Confidential Information or Personal Data (as hereinafter defined) or any information relating to this Agreement. Upon discovery of any cyber-incident, the Employee shall provide the Customer with full and prompt cooperation, assistance and timely updates to facilitate the Company's notification and timely updates to the Company's Regulators.
- 5.11 The obligations under this Clause shall survive beyond the expiry or earlier determination of this Agreement.
- 5.12 Employee's Obligations to Safeguard VIRTUOSITY SOLUTIONS's Customer Information and Disposal of VIRTUOSITY SOLUTIONS's Customer Information
- 5.13 Non-Disclosure of Customer Information: Further to the confidentiality obligations in the Agreement, the Employee acknowledges that VIRTUOSITY SOLUTIONS has a responsibility to its customers to keep Customer Information that it has received or produced and its customers' account(s) strictly confidential and shall not disclose or use Customer Information other than to carry out the purposes for which VIRTUOSITY SOLUTIONS discloses it to the Employee.
- 5.14 Definitions: For purposes of this Clause,
- 5.14.1 **"Customer Information"** shall mean any record or a compilation of records about a customer of VIRTUOSITY SOLUTIONS, whether in paper, electronic or other form but excludes information that does not identify a customer, such as aggregate information, anonymised information or blind or masked data;
- 5.14.2 **"Dispose", "disposing" or "disposal"** shall mean (a) the discarding or destruction of Customer Information, or (b) the sale, donation, or transfer of any medium, including computer equipment, upon which Customer Information is stored.

- 5.15 Employee's Warranties and Undertakings in relation to safeguarding Customer Information: For purposes of safeguarding VIRTUOSITY SOLUTIONS's Customer Information, the Employee hereby warrants and undertakes to:
- 5.15.1 safeguard Customer Information to prevent any theft, loss, misuse or unauthorized access, modification or disclosure by whatever means;
 - 5.15.2 ensure the adequacy and effectiveness of its policies and procedures to deter, detect and defend VIRTUOSITY SOLUTIONS's Customer Information against security breaches;
 - 5.15.3 conduct robust vetting on its personnel who handle Customer Information which shall include conducting reference or background checks before hiring personnel who will have access to Customer Information;
 - 5.15.4 limit access to Customer Information strictly to authorized personnel for the purpose of carrying out their functions as required under the Agreement;
 - 5.15.5 ensure that its personnel understand and undertake to comply with the prohibition on disclosure by whatever means of Customer Information to any person for any purpose other than that which is specified in the Agreement, permitted under any written law or approved by VIRTUOSITY SOLUTIONS as the case may be (such obligations to survive beyond the expiry or earlier determination of the Agreement);
 - 5.15.6 immediately report any Customer Information breach to VIRTUOSITY SOLUTIONS;
 - 5.15.7 immediately investigate any Customer Information breach to determine when and how the breach occurred;
 - 5.15.8 disposed of in strict accordance with established information security policies and procedures. or return all Customer Information to VIRTUOSITY SOLUTIONS upon the expiry or termination of the Agreement; and
 - 5.15.9 allow VIRTUOSITY SOLUTIONS to audit or inspect how Customer Information is safeguarded and/or is disposed.
- 5.16 **Protection of Customer Information:** The Employee shall ensure that Customer Information is protected with the same degree of care and the security measures that the Employee would apply to its own customer information, including but not limited to the following:
- 5.16.1 controlling access to sensitive information by requiring its personnel to use "strong" passwords that must be changed on a regular basis;
 - 5.16.2 using password-activated screen savers to lock personnel computers after a period of inactivity;
 - 5.16.3 developing policies for appropriate use and protection of laptops, cell phones or other mobile devices;
 - 5.16.4 training personnel to take basic steps to maintain the security, confidentiality and integrity of Customer Information;
 - 5.16.5 imposing disciplinary measures for security policy violations;
 - 5.16.6 preventing terminated personnel from accessing Customer Information by immediately deactivating their password and user names and taking other appropriate measures; and
 - 5.16.7 where possible, avoid storing Customer Information on a computer with internet connection.
- 5.17 **Cessation of Use and Return of Customer Information:** Upon termination or expiry of the Agreement for whatever reason, the Employee shall cease to use any Customer Information received in connection with the Agreement. The Employee shall immediately return or destroy all hard copies and permanently erase all electronic copies of the Customer Information in its possession or control.
- 5.18 **Disposal of Customer Information:** Disposal of Customer Information shall be in a secured manner by way of: -
- 5.18.1 burning, pulverizing or shredding papers containing Customer Information so that the information cannot be read or reconstructed; and
 - 5.18.2 destruction or erasure of electronic media containing Customer Information so that the information cannot practicably be read or reconstructed.

6 Data Protection

6.1 General

The Employee hereby agrees and undertakes to VIRTUOSITY SOLUTIONS that it will take all necessary steps to ensure that it operates and complies with the requirements of Applicable Laws relating to data protection, privacy or similar laws anywhere in the world at all times as they may apply to VIRTUOSITY SOLUTIONS.

6.2 In so far as any of the data/information extended to the Employee and/or collected/ processed by the Employee, consists of "Personal Data" as defined in the Personal Data Protection Act 2010 ("PDPA") ("VIRTUOSITY SOLUTIONS Personal Data"), the Employee agrees not to conduct itself and to procure that the Employee employee and sub-contractor shall not conduct themselves in such a manner as to cause VIRTUOSITY SOLUTIONS to be in breach of its obligations as a "data user" as stated in the PDPA. The Employee shall indemnify VIRTUOSITY SOLUTIONS against all losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings which VIRTUOSITY SOLUTIONS may incur arising out of a breach of this Clause.

6.3 The Employee shall take reasonable steps to comply with the Personal Data Protection Act 2010 in carrying out the obligations hereunder.

6.4 The Employee warrants VIRTUOSITY SOLUTIONS that the Employee has sufficient technical and organizational security measures in place for the purpose of protecting access to VIRTUOSITY SOLUTIONS Personal Data or systems or databases containing VIRTUOSITY SOLUTIONS Personal Data from any loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction, having regarded to:

6.4.1 the nature of the VIRTUOSITY SOLUTIONS Personal Data and the harm that would result from such loss misuse, modification, unauthorized access or disclosure, alteration or destruction;

6.4.2 the place or location where it is stored;

6.4.3 any security measures incorporated into equipment storing the VIRTUOSITY SOLUTIONS Personal Data;

6.4.4 the measures taken to ensure reliability, integrity and competence of the Employee Personnel having access to the VIRTUOSITY SOLUTIONS Personal Data;

6.4.5 The measures taken for ensuring the secure transfer of the VIRTUOSITY SOLUTIONS Personal Data, and the Employee agrees to provide VIRTUOSITY SOLUTIONS with details of the said technical and organizational security measures upon receipt VIRTUOSITY SOLUTIONS's written request.

6.5 The Employee agrees to implement any security measures that VIRTUOSITY SOLUTIONS may reasonably request if VIRTUOSITY SOLUTIONS does not reasonably believe that the Employee technical and organizational security measures are sufficient for protecting VIRTUOSITY SOLUTIONS Personal Data.

6.6 If any of VIRTUOSITY SOLUTIONS Personal Data are held by the Employee at the Employee's premises or in the Employee systems, VIRTUOSITY SOLUTIONS shall have the right, on reasonable notice:

6.6.1 To conduct an annual inspection at the Employee's premises or systems, at no costs to VIRTUOSITY SOLUTIONS including ascertaining the technical and organizational measures of the Employee; and/or

6.6.2 To require the production of documents evidencing the Employee's technical and organizational security measures, for the purpose of VIRTUOSITY SOLUTIONS ensuring that the Employee has taken reasonable steps to comply with established information security policies and procedures.

- 6.7 The Employee agrees to otherwise conduct itself and to ensure that the Employee's Collection Personnel conduct themselves in such a manner so as not to cause VIRTUOSITY SOLUTIONS to breach the provisions of the Personal Data Protection Act 2010.
- 6.8 The Employee agrees to ensure the physical and logical segregation of storage of the Company's information (including VIRTUOSITY SOLUTIONS Personal Data, Customer Information and Confidential Information) from the information of other clients of the Employee.

7 Ethics and Business Conduct

- 7.1 No Inducement or Gift
- 7.2 The Employee undertakes that it shall not and shall ensure that its personnel, officers, directors, agents shall not engage in any form of corruption, bribery or the giving or receiving of any benefit, gratification, gift, commission, financial advantage or advantage/consideration of any kind as an inducement or reward for doing or forbearance from doing any act howsoever related or intending to improperly influence decision making in relation to this Agreement or any other contract or award from VIRTUOSITY SOLUTIONS or any other third party. A breach of this nature may be considered by VIRTUOSITY SOLUTIONS to be a material breach of this Agreement and VIRTUOSITY SOLUTIONS may, in its discretion, terminate this Agreement without prejudice to any remedies available to it.
- 7.3 The Employee acknowledges that VIRTUOSITY SOLUTIONS is under a statutory obligation to report any offer or giving of benefit, gratification, gift, commission or consideration to the relevant regulatory authorities. The Employee shall therefore promptly and in good faith report to VIRTUOSITY SOLUTIONS in the event that any of VIRTUOSITY SOLUTIONS's personnel, officer(s) or director(s):
 - 7.3.1 request(s) or demand(s) for or attempt(s) to request or demand for; and/or
 - 7.3.2 receive(s), take(s) or extort(s) or attempts to receive or take or extortany benefit, gratification, gift, commission, financial advantage or advantage/ consideration of any kind as an inducement or reward for doing or forbearance from doing any act howsoever related or intending to improperly influence any decision to be made by VIRTUOSITY SOLUTIONS whether in connection with this Agreement or any other contract or award from VIRTUOSITY SOLUTIONS.
- 7.4 All reporting by the Employee above may be made in accordance with VIRTUOSITY SOLUTIONS's Whistle Blowing Policy similarly spelled out in the company's Anti-Bribery and Anti-Corruption Policy.
- 7.5 The Employee agrees to respond promptly to VIRTUOSITY SOLUTIONS's enquiries and shall, co-operate and provide reasonable assistance during any investigation or audit by VIRTUOSITY SOLUTIONS relating to any allegations of bribery or corruption.
- 7.6 In the event of any subcontracting by the Employee, it shall, for the purpose of ensuring compliance, inform such agents and/or sub-contractors of the provisions of this clause

8 Business Continuity

- 8.1 The Employee shall, at best effort, assist or comply with customers/partners by following customer's/partner's business continuity plans ("BCP Plans"), if any, to the reasonable satisfaction of VIRTUOSITY SOLUTIONS and customer/partner to ensure the continuing performance of its obligations despite any disaster or event which would otherwise adversely affect the provision of the Services.

9 Intellectual Property Rights

9.1 VIRTUOSITY SOLUTIONS's Materials

- 9.1.1 The Employee agrees that all legal and beneficial ownership of Intellectual Property Rights in the information, software, documents, data and other materials provided by VIRTUOSITY SOLUTIONS to the Employee in relation to this Agreement ("VIRTUOSITY SOLUTIONS's Materials") will belong to and remain vested in VIRTUOSITY SOLUTIONS or its licensors and the Employee shall not during or at any time after the completion of the Services, expiry or termination of this Agreement in any way question or dispute the ownership of VIRTUOSITY SOLUTIONS.
- 9.1.2 Where the use of VIRTUOSITY SOLUTIONS's Materials is required by the Employee for the performance of the Services and delivery of the Deliverables, VIRTUOSITY SOLUTIONS hereby grants to the Employee for the Term, a non-exclusive and royalty-free licence to use VIRTUOSITY SOLUTIONS's Materials for the sole purpose of performing, and to the extent required to perform the Services and deliver the Deliverables in accordance with this Agreement.
- 9.1.3 The Employee hereby undertakes to VIRTUOSITY SOLUTIONS not to use or otherwise deal with VIRTUOSITY SOLUTIONS's Materials for any other purpose whatsoever. The Employee shall abide by any restrictions or limitations on such use of VIRTUOSITY SOLUTIONS's Materials as may be notified to it by VIRTUOSITY SOLUTIONS from time to time.
- 9.1.4 Where necessary for the Employee's performance of this Agreement, a non-exclusive, non-transferable licence to use the names, logos, trade names, logotypes, trademarks, service marks, trade designations, and other designations, symbols and marks belonging to VIRTUOSITY SOLUTIONS ("VIRTUOSITY SOLUTIONS's Marks") is granted to the Employee solely for the provision of the Services and Deliverables.

By Management of Virtuosity Solutions Pte. Ltd.