

Notice

Pursuant to the Personal Data Protection Act 2010

1. **PRIVACY POLICY**

- 1.1. Pursuant to the Personal Data Protection Act 2010 ("PDPA") and all regulations made thereunder, we the management of Knusford Berhad and its subsidiaries ("KB Group") are committed to the protection of your personal information and your privacy. (Please refer to Appendix 1 for the list of the subsidiaries under the KB Group)
- 1.2 The terms of this Notice and its application herein together with any variations, additions and changes made herein shall form an integral part of all terms and conditions and shall be read together with the Customer application forms, enquiry forms, job application forms and all other relevant documentation.

2. **Collection of Personal Information**

- 2.1. This Notice governs the manner in which KB Group collects, uses, maintains and discloses personal information, personal details including names, telephone numbers, email address, office or residential addresses and all such personal identification information (hereinafter referred to as "Personal Data") from each customer, supplier and employee in its database
- 2.2 In the course of your dealings with us and/or our subsidiaries or associates, we may request you, from time to time, to provide us with personal data and information about yourself, whether directly or indirectly ("Personal Data"), so as to enable us to enter into commercial transaction(s) with you. The types of Personal Data we collect may include but is not limited to your name, date of birth, gender, race, identity card number, address, bank account details, telephone number, fax number, email address, credit card details, business details, occupation, marital status, financial information such as your income, income tax particulars, or any other information where permitted by applicable law or as required by us in the course of any commercial dealing with you.
- 2.3. The Personal Data that shall be submitted to KB Group or already submitted to KB Group previously will be used and processed, and continued to be used and processed in accordance with the terms and conditions as stated in this Notice (as amended, varied and revised from time to time). KB Group reserves the right to vary, alter or amend the terms of this notice.
- 2.4.1 From time to time, in accordance with any changes of the law, we shall have the right to change, amend, vary and update any of the terms of this notice and KB Group shall publish the amended or varied terms Notice in its website.

- 2.4.2 You are expected to have read and understood all the terms of this Notice and any future updates or changes made thereto. The responsibility will be on your part to read and understand the terms of this Privacy Notice.
- 2.4.3 This Notice is also applicable to the Knusford Berhad's website (address) and any other social media websites.
- 2.4.4 As a responsible Group of companies, KB Group has used its best endeavours to ensure that proper care and reasonable standards are applied in managing and processing your Personal Data. This Notice has been implemented to strengthen the KB Group's current policy in protecting the Personal Data in its database.

3. Purposes of Processing

- 3.1 Your Personal Data may be processed by Knusford Berhad ("KB"), its subsidiaries and/or associates for the following purposes:
- a) For internal administrative purposes, such as auditing, credit assessment, data analysis, billing and payments;
 - b) In order for you to enter into the necessary commercial transaction with us;
 - c) Meeting any legal or regulatory requirements relating to our provision of services and products and to make disclosure under the requirements of any applicable law, regulation, direction, court order and circular;
 - d) To communicate with you;
 - e) To inform you of our products, services, upcoming events;
 - f) To respond to your queries;
 - g) To send you promotional material/broachers or important notices, emails, letters or sms regarding communications about purchases or changes to our terms, conditions and policies;
 - h) For marketing purposes and research purposes;
 - i) In the ordinary course of business with KB Group for any commercial transaction;
 - j) For all other purposes incidental and associated with any of the above.
- 3.2 Your Personal Data is also collected by KB Group when you register with us for meetings, events, conferences, previews or any such functions organized by us or our affiliates for the purposes of entering into a commercial transaction with you; whether it is online registration via the KB's website or registration via the KB Group's designated event organizers or promoters or affiliates; or by manual registration at the KB Group's site offices at Kuala Lumpur or at any other branch offices in Malaysia or anywhere in the world.
- 3.3 In view of the above, We may also disclose your Personal Data with such third parties that provide services such as information processing, extending credit, fulfilling customer orders, delivering products to you, managing and enhancing customer data, providing customer service, assessing your interest in our products and services and conducting customer research or satisfaction surveys.
- 3.4 By providing such personal data to us, you are deemed to have voluntarily consented to have your personal data processed, stored, shared and disseminated in accordance with the terms and conditions of this notice herein.

4. Consequences of Refusal/Failure to Provide Personal Data

- 4.1 The Personal Data to be provided to us is done on a voluntary basis and you are not under any obligation, compulsion or under any duress to submit your personal data to us. If you do not wish to provide us with such information, you have the choice and option to refuse providing us with your personal data. However, once you have voluntarily provided us with your personal data, you are deemed to be bound to the terms and conditions of this notice. By providing us with your personal data, you hereby agree and consent to us processing the data accordingly in accordance with KB Group's internal policies and the terms of this Notice.
- 4.2 However, some circumstances such as the preparation and execution of Sales and Purchase Agreements, or a Letter of Award or an Employment Letter shall require certain personal details and information to be provided by you in advance. The failure to provide the required Personal Data may result in the following and we shall not be held liable for any of the consequences arising therefrom:
- a) The inability of parties to formalize any contract and/or agreement and/or Sale and Purchase Agreement / tenders / Letter of Award / Employment Contract in relation to the sale of our property, products and/or services, or to facilitate construction of our products or to hire human resource;
 - b) Any delays arising as a result of your refusal to provide us such personal data. In such case we shall not be liable for any fine, penalty, charges or late payment interest imposed;
 - c) Any delays arising as a result of your refusal which results in the forfeiture of any deposits paid or termination of any booking made;
 - d) Our inability to provide you with the notices, statement of accounts ,services and/or products as requested;
 - e) Our inability to update you with our latest product and/or launches;
 - f) Our inability to complete commercial transactions in relation to our projects, products and/or services; and
 - g) Our inability to comply with any applicable law, regulation, direction, court order, by laws, guidelines and/or codes applicable to us.

5. Sensitive Personal Data

- 5.1. It is our express Policy not to collect Sensitive Personal Data unless required by any applicable or relevant laws. You are thus advised not to submit any sort of sensitive personal data to us if you do not want us to collect, disseminate or to process it.
- 5.2. Sensitive Personal Data means any personal data consisting the following:-
- (a) Your physical or mental health or condition;
 - (b) Your political opinions, religious or spiritual beliefs or other beliefs of a similar nature,
 - (c) The commission or alleged commission of an offence on your part
 - (d) Or any such other Personal Data described under the law as sensitive personal data.

- 5.3. If in the event Sensitive Personal Data is submitted, it will be deemed submitted on your own volition and with your consent. We shall treat such data as private and confidential. However, such sensitive personal data shall be subject the terms and conditions of our privacy policy herein including as to processing, usage and disclosure thereof.
- 5.4. As such by the act of submitting such sensitive personal data, you are deemed to have consented, acknowledged and agreed to allow such sensitive personal data to be processed by us according to KB Group's internal policies and the terms of this Notice.
- 5.5. We shall not be held liable or responsible for any dissemination or if in the event such sensitive personal data is distributed to our partners, affiliates and associates.

6. Protection/Retention of Personal Data

- 6.1 We shall take all necessary precaution, both administrative and technical to safeguard your Personal Data against loss, theft, misuse and unauthorized access, disclosure, usage, alternation or destruction.
- 6.2 We will also retain your Personal Data for the period necessary to fulfill the many different purposes as outlined above unless a longer retention period is permitted or required by law. Such purposes for processing your personal data shall also include:-
- (a) any commercial transaction between you and KB Group,
 - (b) in regards to paragraph (a) above, we shall also process your Personal Data by sharing such relevant information with Consultants, designated panel Solicitors, Bankers, Financiers and such other relevant Third Parties to facilitate the commercial transaction for the preparation of contractual documents or to assist you to obtain financing;
 - (c) for the purposes of billing, collecting payment and to give out credit facilities;
 - (d) for the purposes of sending you future information in regards to any future launches or projects, in the event you choose to remain in our mailing list;
 - (e) in order for our customer service department to conduct surveys or market research;
 - (f) any future events, talks or functions organized by KB Group or organized by its marketers, event organizers or any affiliate in regards to any of its services or products;
 - (g) for the purposes of collecting any unpaid portion of fees, charges, service charges or any debt due to the KB Group, whereby we may share your personal data with our lawyers, debt collectors or such other related parties to assist us in the recovery of such debts;
 - (h) in the event of any legal suit or proceedings commenced against you for any breach of contract between yourself and the KB Group, whereby we shall share your personal data with our designated panel solicitors;
 - (i) any such relevant transaction in regards to the above

- 6.3 However If you have agreed and consented to receive such promotional or future marketing information from us and our marketing department and our associates and affiliates, then we shall store your Personal Data in accordance to the terms of this Notice and you shall be bound accordingly to the terms and conditions herein.
- 6.4 It shall your responsibility to inform us as to whether you wish to remain on our mailing and correspondence list. Failure on your part to give such notice to us shall be deemed as consent to receiving future emails, correspondences and such marketing material from us, our partners, associates and affiliates.
- 6.5 You may send the notice to us and it must be in writing and shall be sent to the following address:-

Such written notice can be sent by email to enquiries@knusford.com.my or by post to or hand to :-

KNUSFORD BHD
KL Main
1st Floor, Wisma Ekovest
No. 118, Jalan Gombak,
53000 Kuala Lumpur

- 6.6. Once we receive such written notice from you, then we shall destroy your personal data and remove you from our database within fourteen (14) working days. In such case, we shall not be held liable if in the event you continue to receive any marketing information from us during that period.
- 6.7. If we do not receive such notice in writing from you, then we shall deem that you wish to continue on our mailing and correspondence list. We shall also deem that you have given your continuing consent to us to process your personal data accordingly and share such data with our affiliates and marketers for the purposes of keeping you informed of future launches and events.
- 6.8 At all material times we shall take all reasonable and necessary measures to ensure that all Personal Data stored in our records is secure and protected. By submitting your personal data to us you hereby agree and consent to giving us the right to determine the manner in which your personal data is to be stored.
- 6.9. We shall provide the best method of protection for Personal Data in our database. However sometimes unforeseen or unpredictable acts by third parties; to which we have no control; may result in unauthorized leakage, dissemination, theft or publication of Personal Data. Despite all reasonable measures taken by us unforeseen events such as fire, burglary, break in, hacking, strike, riot, calamity, war or any natural disaster or act of God are beyond our control.
- 6.10 We will not be able to foresee nor control or prevent such acts of information theft or corporate espionage, fraud, forgery and malfeasance; that were unknown to us at the time of commission; which may occur resulting in the theft of personal data from our database and subsequent sale, trade and/or misuse of such personal data.
- 6.11 In the event of any of the events as stated above, then we shall not be liable if in the event of any unforeseen acts such as information theft of our data base and records

or hardware or of any burglary/break in; and/or if in the event of our computers, server and/or websites are hacked, resulting in the displacement, dissemination, publication or unauthorized leakage of such Personal Data or if by reason of any proclamation of war, strike, riot or such calamity of nature such as an earthquake, flood or tempest whereby our manual records and database are lost, stolen, appropriated, leaked or made available to unauthorized Third Parties.

- 6.12. By agreeing to the terms of this notice, you are deemed to have understood that we shall not be liable in the event of any unforeseen events that result in the unauthorized publication, theft and/or leakage of such personal data. You hereby agree to indemnify us for any consequences resulting in such unauthorized publication, theft or leakage of your personal data as a result of such circumstances. Likewise the management and staff in our company are deemed bound to this term by virtue of their employment with us.

7. Acceptance and Consent

By accepting this Notice and in the absence of any written notice from you stating otherwise, you hereby signify your unconditional acceptance of this policy and have thus deemed to have given your complete consent to us to use, store, disseminate and process your Personal Data.

- 7.1 In the case of customers and suppliers in our database, so long as you agree to remain on our mailing list and agree to receive future correspondences from us, then you are hereby deemed to have accepted this Notice and any future changes made thereafter.
- 7.2 In the case of staff and employees of KB and its group of companies and affiliates; by virtue of your continued employment, you are deemed to have accepted this Notice and any future changes made thereafter.
- 7.3 In accordance with paragraphs 7.1, 7.2 and 7.3, we have the discretion to transfer your individual Personal Data to another country outside Malaysia.
- 7.4 You are deemed to have given your consent to us to transfer your Personal Data outside Malaysia and to any country or jurisdiction, even if such country does not have equal or adequate levels of personal data protection. You are fully aware of such risks and we shall not be liable for any breach of any of the personal data principles in the recipient country which receives the personal data.
- 7.5 You are also deemed to be aware that the Government of Malaysia ("the Government") is not bound by the provisions of the Personal Data Protection Act 2010 and any You hereby give such consent to us to share your personal data with The Government (if required) under law to do so. In the event we deal with any government agency, local government body or government ministry we shall not be liable for any leakage, information theft or if such personal data is compromised when it is shared with The Government. Such compromise shall not be attributable to us.
- 7.6 Unless written notice to the contrary is given by you, then you are thus deemed to have consented and agreed to allow us to transfer your Personal Data outside Malaysia and to any such jurisdiction or country as required.

- 7.7 Such written notice can be sent by email to enquiries@knusford.com.my or by post to or hand to :-

KNUSFORD BHD
KL Main Office
1st Floor, Wisma Ekovest
No. 118, Jalan Gombak,
53000 Kuala Lumpur

Tel: 603 40232525
Fax: 603 40218499

If delivered by hand, such notice shall only be deemed received by us if it is duly acknowledged by us.

- 7.8 In the event such notice is sent by post, then it is deemed to be delivered effectively only if received and acknowledged us.

8. Access or updates on Personal Data

- 8.1 We are committed to ensure that your Personal Data we retain in our database is accurate, complete, not misleading and up-to-date. If there are any changes to your Personal Data or if you believe that the Personal Data we have about you is inaccurate, incomplete, misleading or not up-to-date, please contact us so that we may take steps to update your Personal Data.
- 8.2 You have the right to access your Personal Data. If you would like to request access to your Personal Data, please contact us. Kindly refer to Clause 11 below in regards to our contact details.
- 8.3 You are personally responsible for providing us with accurate and updated information about yourself as well as any other Personal Data pertaining to third parties (for example: the personal information of your parents, guardians, children, next of kin or spouses) that you may submit or may be required to submit to us.
- 8.4 As such in the event such information and Personal Data submitted is incorrect, irrelevant, erroneous or becomes out dated, then you are duly responsible to make such corrections or to update such information by contacting us within a reasonable time frame. In such case a reasonable time frame would be such period of time that does not exceed one (1) calendar month. We shall not be responsible for any delays in updating our records where you have caused such delays and/or in circumstances whereby such information is not provided within one (1) calendar month.
- 8.5 We shall not be responsible for any omission or delay or negligence on your part in failing to update your Personal Data or to submit your request for rectification within a reasonable time frame.
- 8.6 You may choose to inform us and request for the following:-
- i. a copy of the Personal Data kept by KB Group;
 - ii. to update your respective Personal Data;
 - iii. to rectify any error in your respective Personal Data;
 - iv. to change or modify any details in your Personal Data.

- 8.7 Upon receiving your request, we may comply or refuse to such request to access or rectify such information. If in the event there is a refusal, the reasons for such refusal shall be notified to you immediately in writing or by email.
- 8.8 You are required to provide us with corresponding verification identification to confirm your identity before any such request can be entertained. If, In the event you are unable to prove, confirm and verify your identity with a simple verification conducted by our staff, then we shall deny such access or request for rectification in order to safeguard your Personal Data in our records. We shall have the sole prerogative as to whether to allow any access to our database in order to protect against any false or fraudulent changes or incorrect variations and further to prevent any misuse, identity theft, corporate espionage, stalking or any illegal act.
- 8.9 We shall also deny such right to access or to alter or update your personal data if your request is :-
- (a) unreasonable and repetitive in nature,
 - (b) requires disproportionate technical effort,
 - (c) jeopardizes the privacy of others in our database, or
 - (d) is impractical or the information provided is irrelevant
 - (e) the information that you seek to disclose to us is not required anymore for the purposes of our dealings with you.

9. Indemnity

- 9.1. You are expected to adhere to the terms of this notice and it is expressly agreed that the terms and conditions of this notice shall be legally binding upon you and form an integral part of any contract or commercial transaction between yourself and KB Group. Whereas staff and employees are deemed bound by this notice which shall be an integral term of their contract of employment. Customers and Suppliers who are currently part of our database and who have agreed to receive updates, correspondences, advertisements and promotional information from us shall be bound by this notice by virtue of their continued enrollment in our database and in our mailing list.
- 9.2. Should you wish not to receive any such future correspondences from us, then you have the option to inform us in writing to delete and destroy all your personal data, records and information from our database and to unsubscribe you from our mailing list. If we do not hear otherwise from you, then we shall deem that you agree and consent to receive future correspondences from us and that you further wish to remain in our database.
- 9.3. Affiliates of KB Group such as event organizers, event managers, Marketers, Tele-marketers, Promoters, Market Research Companies and any related of associated body ("affiliate") are expected to adhere strictly and comply with the laws in regarding to the collecting and processing of Personal Data namely the Personal Data Protection Act 2010 and any rules and regulations made thereunder.
- 9.4. In the event there is any non-compliance or breach of the terms of this notice or the Personal Data Protection Act 2010 and such regulations made thereunder on part of the Affiliate of KB Group which is not attributed by us, then we shall not be liable for such breach and shall seek full indemnification and damages for any losses incurred.
- 9.5. Each affiliate who is bound by this notice shall give full indemnity to us in the event of any non-compliance or breach of the rules, regulations and by laws made hereunder and shall further indemnify us in the event of any criminal prosecution, or imposition

of any fine or penalty or in the event any complaint is lodged or civil suit is instituted as a result of any breach of the law.

10. Cookies

- 10.1.1 A **cookie**, also known as an **HTTP cookie**, **web cookie**, or **browser cookie**, is a small piece of data sent from the KB's website and stored in your web browser each time you browse our website. Every time you upload KB's website on your personal computer, laptop, mobile devices, note pad, tablet or such other technological device that is connected to the internet and allows you to surf the World Wide Web, the browser sends the cookie back to the server to notify the website of your previous browsing activity. Cookies are designed to be a mechanism for the website to remember information or to record your browsing activity. Cookies do not collect personal data or any such information that is related to or deemed as personal identification information.
- 10.1.2 When you visit KB's website and upload the website there will be certain information, albeit minor that will be stored by us. By using the website and such continuous or regular use and browsing of the website, you are deemed to have read this notice and deemed to have constructive notice of the terms herein. As such all visitors to KB's website are bound by this notice.
- 10.1.3 Should you continue to use the website then you are deemed to be fully aware that the cookies will store your browsing history and such other relevant information. As such the continued usage of the KB's website will deem that you have agreed to be bound by the terms of this Notice and as such the information collected, which is minor, shall be processed according to KB Group's policy and the terms of this notice.
- 10.1.4 If you do not wish to have your information or browsing activity on KB's website stored, then you are advised to remove cookies from your computer's hard drives after each browsing session. We shall not be held liable for your omission to remove the cookies from your hard drive which results in any of your information being stored by us.
- 10.1.5 KB Group may use cookies for tracking purposes with the intention of conducting surveys or for such marketing or advertising purposes. In the event such information is used by us, it is deemed that you have agreed to the use of such information and that you also allow us to share the results of such surveys, direct and indirect marketing and any other information obtained with our affiliates. The use and continued browsing of the KB's website on your part shall deem that you consent to us using such information to process, use and disseminate such information.

10.2 Links / Related websites

- 10.2.1 You are hereby advised and hereby put on notice that KB Group and its affiliates shall not be responsible or accountable for any websites that are linked or related to its website.

11. Enquiries and Contact Details

- 11.1 Should you have any questions or seek clarification about this Notice, or about our website or to inform us of any amendments in regards to your Personal Data or to delete or destroy your Personal Data from our records and to unsubscribe you from our mailing list, please contact us at the following email address:-

enquiries@knusford.com.my

- 11.2 If it is sent by post, please send to the following address:-

KNUSFORD BHD
KL Main Office
1st Floor, Wisma Ekovest
No. 118, Jalan Gombak,
53000 Kuala Lumpur

Tel: 603 40232525
Fax: 603 40218499

- 11.3 Kindly be informed that such notice from you shall only be effective and binding upon us once it has been received and duly acknowledged by us. You shall be required to keep such proof of acknowledgement in your records.
- 11.4 By publishing this Notice in KB's website, we shall deem our customers and/or clients and/or suppliers and/or employees have already been notified. Please note that we may update this Notice from time to time. If there are material changes to this Notice, we will notify you by posting a notice of such changes on our website. We advise you to periodically review this Notice regularly to stay informed on how we are protecting your personal data.

Appendix 1

List of subsidiaries that are under the KB Group:

No	Company	Company No.
1	D-Hill Sdn Bhd	353024-U
2	Endau Prima Sdn Bhd	609768-T
3	Hi-Plus Development Sdn Bhd	251733-H
4	Lakaran Cahaya Sdn Bhd	952956-K
5	Kota Ekpres Sdn Bhd	1014816-H
6	Knusford Oil & Gas Sdn Bhd	1006060-K
7	Knusford Project Management Sdn Bhd	1009998-P
8	Radiant Seas Sdn Bhd	608355-A
9	Segi Gemilang Sdn Bhd	549615-A
10	Segi Tiara Sdn Bhd	579323-U
11	Tetap Aman Kapital Sdn Bhd	1075006-W
12	Wengcon Equipment Sdn Bhd	188913-X
13	Wengcon Holdings Sdn Bhd	202299-P
14	Wengcon Marketing Sdn Bhd	308049-U
15	Yasmin Marine Technology Sdn Bhd	618555-K