

KULICKE AND SOFFA INDUSTRIES, INC.

GLOBAL DATA PROTECTION POLICY

Kulicke and Sofa Industries, Inc. and its subsidiaries (collectively and individually, "K&S") hereby demonstrate our commitment to privacy by establishing a global data protection program to support compliance with applicable privacy laws and standards for protecting Personal Data. This Global Data Protection Policy provides a general framework and sets out the requirements for ensuring that we Process Personal Data in a fair, lawful, transparent and secure way, whether locally or globally.

The obligation to safeguard Personal Data rests with every employee and temporary staff, officer and director who has access to Personal Data. Each department is responsible for ensuring that privacy requirements are assessed at an early stage and appropriate privacy controls are in place within their business function. Employees are encouraged to consult with their functional heads whenever in doubt about the best course of action in a particular situation.

Because this Policy cannot address every issue that may arise, we expect that employees will use their common sense, act prudently, professionally, and with clarity of intention. Always consider what a reasonable person would consider appropriate in the circumstances.

This Policy aligns with (and in some cases exceeds) the principles of applicable laws and regulations. In some cases, local laws and regulations may be more restrictive than this Policy; where that is the case, the more restrictive rules must be followed when Processing Personal Data in that jurisdiction. Local addenda, where applicable, would be issued at later dates and from time to time. The relevant K&S entity and Individuals are expected to adhere to both the global Policy as set out herein and the local addendum, if any, that is applicable to their jurisdiction, and shall not be subject to the local addenda of other jurisdictions.

1. Definitions

"Data Intermediaries" means third parties which Process Personal Data on K&S' behalf. Examples of Data Intermediaries are payroll agencies, benefit administrator providers, banks, credit card companies, data storage, hosting or warehousing providers, network, information technology, security or other service providers, market research and analytics firms.

"Individual" means a natural person, whether living or (where appropriate) deceased. Examples of Individuals are our (i) employees and their family members and other individuals about whom K&S has Personal Data as a result of the relationships those individuals have with employees, (ii) agency temps, (iii) interns, (iv) potential candidates seeking employment with K&S, (v) shareholders, (vi) contractors, (vii) the staff of our suppliers/customers, (viii) visitors to our buildings, or (ix) website users. This Policy shall apply to the Personal Data of a deceased person at least to the extent required by applicable laws.

"Non-PD Contractor" means a third party service provider whose staff, in the course of performance of services, is not required to access Personal Data in K&S' possession and control.

"PD Contractor" means a third party service provider (other than a Data Intermediary) whose staff, in the course of performance of services, may access Personal Data in K&S' possession and control. Examples of PD Contractors are manpower staffing providers or safety officers.

"Personal Data" means any data about an Individual who can be identified: (a) from that data; or (b) from that data and other information to which K&S has or is likely to have access. Please refer to the respective local policies for special treatment in respect of particular types of data.

"Processing" means the carrying out of any operation on Personal Data, and includes, without limitation, collecting, using, disclosing, recording, holding, storing, copying, organising, adapting, altering, retrieving, consulting, using, combining, transmitting, transferring, disclosing, disseminating,

making available, correcting, erasing or destroying. For the purposes of this Policy, Processing includes any operation taken by K&S or its Data Intermediaries.

2. Data Collection and Minimisation

Personal Data must only be collected by fair and lawful means and in a transparent manner. Only the minimum amount of Personal Data required to support a business activity should be collected, disclosed or otherwise Processed.

Personal Data must not be made available to anyone, including individuals in other business functions within K&S, who are not authorised to have the information or have no business reason to access it.

The means by which we may collect Personal Data may include, without limitation, the following ways:

- a. directly, via the completion of forms or submission of information to K&S in any way;
- b. from any K&S entity;
- c. automatically, when an Individual visits our websites, using technologies such as cookies (either by K&S or a third party);
- d. from other sources, such as prior employers, credit agencies, law enforcement agencies and/or other public agencies;
- e. from any public sources or records;
- f. via CCTV recordings when an Individual visits our premises; and
- g. by other lawful means.

3. Getting Consent for Data Processing

As a global company, important business activities can be carried out and important business efficiencies can be achieved by Processing and/or consolidating information about Individuals in specific and/or centralized databases and systems located at specific worldwide facilities. Such Personal Data is also shared with other systems and databases hosted by or on behalf of K&S. However, K&S and those other systems and databases will only collect, receive, use, share or otherwise Process such Personal Data in accordance with applicable laws, this Policy and any applicable local addenda, in connection with employment-related purposes or to support business purposes, which may include, without limitation, the list of purposes as set out in [Appendix A](#). Examples of the types of Personal Data that we may Process may include, without limitation, the list set out in [Appendix B](#). Examples of the classes of persons to whom Personal Data may be disclosed include, without limitation, the list set out in [Appendix C](#).

Unless permitted by applicable laws, K&S shall not Process Personal Data for any purpose without the consent of the Individual. Consent may be oral or written, but employees are encouraged to be prudent and to obtain consent in writing whenever possible. In getting consent, K&S shall provide appropriate information of the purpose for which Personal Data is to be Processed. Individuals should note that some of the activities above may occur on a periodic basis, thereby warranting the periodic Processing of Personal Data; in such situations, and, it is sufficient that K&S obtains consent prior to the first collection or use of the data (save as provided under applicable local addenda).

K&S must consider the privacy risks before collecting, using, retaining, disclosing or otherwise Processing Personal Data, such as in a new system or as part of a project. Where K&S wishes to use Personal Data for a new purpose that has not been notified to the Individual, unless exempted under applicable laws, K&S shall notify the Individual of the new purpose and gain his/her consent.

To the fullest extent permitted under applicable laws, every Individual who deals with K&S is required to consent to the Processing of Personal Data for the reasons and purposes set out above and to the extent necessary depending on the relationship between K&S and such Individual.

4. Retention and Security of Personal Data

K&S may only retain Personal Data for as long as such Personal Data is necessarily required or relevant for business or legal purposes. K&S shall not retain Personal Data longer than is necessary

and shall securely return, dispose or destroy such Personal Data in a permanent and complete manner when it is no longer required.

Every K&S entity which Processes Personal Data shall maintain reasonable and appropriate safeguards and security measures to protect Personal Data in accordance with its sensitivity, from: (a) loss or theft, (b) unauthorized access, use or disclosure, (c) improper copying, modification or tampering, (d) improper retention or destruction, and (e) loss of integrity. In the event of information security breaches, K&S shall respond promptly and effectively.

Every employee that has access to, and/or Processes, Personal Data shall:

- a. assess whether appropriate privacy controls are in place within their business function;
- b. take appropriate steps to prevent the above instances of misuse, loss, improper or unauthorised activities, and report such instances to the Data Protection Officer(s) (as listed in the paragraph below entitled "Data Protection Committee"); and
- c. review on a regular basis to determine if Personal Data is still needed.

5. Accuracy

An Individual must recognize that he is the main and critical source of Personal Data that is disclosed by him, or upon his instructions, to K&S. As such, an Individual dealing with K&S:

- a. warrants and represents to K&S that the Personal Data which he discloses (or instructs a third party to disclose) to K&S, is authentic, accurate and complete;
- b. warrants and represents to K&S that the Personal Data of another natural person which the Individual discloses (or instructs a third party to disclose) to K&S is authentic, accurate and complete, and that the Individual is authorized by such other person to make such disclosure; and
- c. shall inform the relevant K&S entity with whom the Individual deals when there are any changes to the Personal Data which was previously disclosed to K&S, so as to ensure that K&S has the most current, accurate and complete information. Employees should note that they should upload/update their Personal Data via My HR Portal, Employee Self Service.

K&S shall use reasonable efforts to ensure that the Personal Data it uses is sufficiently accurate and complete to minimize the possibility that incorrect Personal Data may be used to make a decision that impacts the Individual to whom the Personal Data relates, or if such Personal Data is likely to be disclosed to a third party. When relying on Personal Data from a third party, K&S may, in appropriate circumstances, conduct independent verification or obtain confirmation from the third party that it has adequately verified accuracy and completeness.

6. Access and Correction of Personal Data

Upon an Individual's written request, and save for the information that an employee is responsible for uploading/updating in My HR Portal, Employee Self Service, K&S shall, within a reasonable timeframe, provide the Individual with information about the Personal Data relating to, or provided by, the Individual, in K&S' possession or control. K&S has the right to charge to the Individual any fees and costs incurred by K&S. K&S may refuse a data access request in certain situations. Please refer to the respective local addenda for details, if any.

Upon written request, save for the information that an employee is responsible for uploading/updating in My HR Portal, Employee Self Service, K&S will, as soon as reasonably practicable, correct or complete any Personal Data relating to, or provided by, an Individual, in K&S' possession or control, which is inaccurate or incomplete. K&S may choose not to undertake correction or completion in certain situations. Please refer to the respective local addenda for details, if any.

7. Third Parties

When dealing with third parties, K&S remains responsible to protect Personal Data. Notwithstanding anything in this paragraph entitled "Third Parties", to the fullest extent permitted under applicable

laws, K&S cannot be responsible for a third party's acts, omissions, data policies or their use of cookies, nor the content or security of any third party websites or software, even if linked to its website, and any such liability is expressly disclaimed and excluded.

Data Intermediaries

Data Intermediaries are expected to embrace standards of conduct consistent with the principles of this Policy and any applicable local addenda. K&S personnel who intends to contract with any Data Intermediary shall:

- a. assess the privacy risk of the Data Intermediary;
- b. provide such Data Intermediary with a copy of this Policy and any applicable local addenda and require it to sign an Acknowledgement substantially in the form set out in Appendix D;
- c. in appropriate circumstances, enter into a written contract with appropriate privacy clauses; and
- d. ensure that the Data Intermediary is given up-to-date instructions on the Processing of Personal Data (e.g. K&S shall notify relevant Data Intermediaries to cease Processing and to destroy Personal Data upon the termination of employment of any employee).

In relation to existing Data Intermediaries, the relevant K&S personnel shall carry out limbs (a), (b) and (d) above as soon as relevant and possible, and in appropriate circumstances, limb (c) above upon the renewal of any existing contract(s).

PD Contractor

PD Contractors are expected to embrace standards of conduct consistent with the principles of this Policy and any applicable local addenda. K&S personnel who intends to contract with any PD Contractor shall:

- a. assess the privacy risk of the PD Contractor;
- b. provide such PD Contractor with a copy of this Policy and any applicable local addenda and require it to sign an Acknowledgement substantially in the form set out in Appendix E; and
- c. in appropriate circumstances, enter into a written contract with appropriate privacy clauses.

In relation to existing PD Contractors, the relevant K&S personnel shall carry out limbs (a) and (b) above as soon as relevant and possible, and in appropriate circumstances, limb (c) above upon the renewal of any existing contract(s).

8. International Transfers

K&S will not carry out international transfers of Personal Data (including intercompany transfers) without ensuring that the transfer is in accordance with the laws of the transferor's jurisdiction and that there is in the transferee's jurisdiction an adequate level of protection having regard to the level of protection afforded for those data under the transferor's policy and jurisdiction. The transferor is responsible to assess such adequacy and may request the recipient to adopt protections similar to those under the transferor's policy and jurisdiction.

9. Data Protection Committee

To oversee data protection matters, K&S has set up a Data Protection Committee sitting at its headquarters at 23A Serangoon North Avenue 5 #01-01 K&S Corporate Headquarters Singapore 554369 comprising representatives from the functions of Legal, Human Resources, Finance, Facilities, IT and Marcom. If you have any queries regarding this Policy and local addenda, please consult with the local and Singapore functional representatives, or alternatively, you may contact any of the following Data Protection Officers.

Data Protection Officers:

Chloe Xu, Senior Legal Counsel: +65 6417 3105, rongxu@kns.com

Elphy Maria Sebastian, Manager, HRIS: +65 6880 9372, elphymy@kns.com

Data Protection Committee Members:

Joyce Lam, VP, Corporate Controller: +65 6417 3422, sllam@kns.com

Daniel Cheong, Manager, Facilities: +65 6880 9487, cscheong@kns.com

Marilyn Sim, Manager, Marketing Communications: +65 6880 9309, msim@kns.com

Leonard Ng, Senior Engineer, IT Governance: +65 6417 3433, kllng@kns.com

If an Individual has any complaints, please contact any of the Data Protection Officers, who may direct the queries to the relevant functional representative of the Data Protection Committee. K&S will use good faith efforts to investigate each complaint and to respond within reasonable timeframes. K&S will deal with each complaint in a speedy, fair, impartial and unbiased manner. No Individual will be victimized or prejudiced directly or indirectly as a result of lodging a complaint. K&S will endeavour to resolve each complaint within ten (10) working days, but when this is not reasonably practicable (such as when an investigation requires a longer amount of time), the Individual will be advised accordingly.

Guidelines on escalation of a complaint:

- a. The aggrieved Individual shall provide adequate details of the complaint to the Data Protection Officers;
- b. Written or verbal statements, where appropriate, would be obtained from the aggrieved Individual and other parties involved. Such statements shall be documented by the investigators;
- c. Data Protection Officers will perform an investigation and respond to the aggrieved Individual.

An Individual shall not lodge malicious complaints or abuse the procedure by repeatedly lodging a complaint on the same matter. An employee found to be in abuse of this Policy will be subject to disciplinary action.

10. General

Any waivers of this Policy and local addenda must be approved by the Data Protection Officers.

Subject to applicable law, K&S may revise and/or amend and/or supplement this Policy and local addenda at its discretion at any time or from time to time. Such changes will be published on the intranet and our website. Individuals are advised to check periodically to ensure that they are aware of any change, and to the fullest extent permissible under applicable laws, an Individual who deals with K&S agrees to be bound by the latest online version of this Policy and applicable local addenda.

APPENDIX A

NON-EXHAUSTIVE EXAMPLES OF PURPOSES

1. recruitment (including retaining Personal Data of former employees and unsuccessful candidates for future job opening consideration), termination and succession planning
2. workforce management and organization development
3. payroll, benefit administration and management, compensation
4. training and development and sponsored tuition
5. reference checks and background checks
6. performance, conduct and behaviour evaluation and management
7. problem resolution (grievances), internal investigations
8. work related injury and any illness reporting
9. any activity in connection with the managing or terminating of an employee relationship
10. employee communications, newsletters, corporate displays and publications, corporate videos and photographs, participation in any K&S event (whether of a professional, social, recreational or other nature)
11. administration of activities (e.g. programs, conferences, workshops, exhibitions, contests, lucky draws, employee surveys) offered to, and participated by, Individuals
12. auditing, compliance, risk management, emergency management
13. budget, expense and other financial planning and management
14. corporate, statutory or governmental registration, reporting, filing, declaration or other requirements
15. legal proceedings
16. governmental, regulatory or other investigations
17. tracking, monitoring and surveillance purposes (including those related to hygiene, public health and safety, and security)
18. authorizing, granting, administering, monitoring and terminating access to, or use of, K&S or third party systems, facilities and infrastructure
19. due diligence
20. any divestment of business
21. any activity as required or authorized under applicable corporate policies, including but not limited to the Information classification and Security Policy and Information Security Policy
22. any activity as required or authorized under applicable laws or regulations
23. any other purpose necessary, ancillary or consequential to the above specified purposes

APPENDIX B

NON-EXHAUSTIVE EXAMPLES OF PERSONAL DATA

1. contact information (e.g. name, home or other mailing addresses, mobile or home contact numbers, fax numbers, personal email addresses, emergency contact information)
2. personal information (e.g. date of birth, personal identification number(s) or other social/national identification number(s), fingerprints, marital status, country of birth, nationality, citizenship, permanent residence status, race (ethnic origin), gender, religion, preferred language, bank account information, health condition(s) or other medical records, driver's license number, vehicle license plate number)
3. photographs and other visual images or recordings
4. employment, performance, compensation and benefits (e.g. employment history and letters of recommendation, hire date, position/grade, attendance, goals/objectives, performance reviews, performance and leadership ratings, salary, allowances, bonus, incentives, equity or other awards, family member/dependants' names and their relationship and dates of birth etc, grievance resolutions)
5. work permits or restrictions
6. agreements executed with K&S
7. education and training (e.g. education level and qualifications, field and institution, competency assessments, professional licenses, certifications and awards, training courses, records and test results)
8. computer or facilities access and authentication information (e.g. identification codes, passwords, employee identification numbers)

APPENDIX C

NON-EXHAUSTIVE EXAMPLES OF CLASSES OF PERSONS TO WHOM PERSONAL DATA MAY BE DISCLOSED

1. persons to whom disclosure of information is necessary or desirable to enable K&S to fulfill employment-related purposes or to support business purposes
2. persons to whom K&S is compelled or required to disclose information by law or in response to a Court order or a governmental or regulatory agency
3. any person where public interest or K&S' interests require disclosure
4. a Data Intermediary
5. a PD Contractor
6. a person seeking employment references
7. a pension or insurance company with whom K&S has arranged benefits coverage for its employees
8. related companies, subsidiaries, holding companies and associated companies in, and of, the K&S group of companies for internal management and marketing purposes

APPENDIX D

ACKNOWLEDGEMENT BY DATA INTERMEDIARY

We, [insert full name of Data Intermediary], with a principal place of business at [insert address of Data Intermediary], acknowledge and agree that we:

- a. have received and read a copy of the Kulicke and Soffa Industries, Inc. Global Data Protection Policy, including the applicable local addendum, (collectively, the "Policy");
- b. have policies and procedures in place consistent with, or at least equivalent to, the principles and standards of conduct of the Policy;
- c. shall comply with applicable privacy and data protection laws and regulations;
- d. will strictly follow your instructions on the Processing (as defined in the Policy) (including making required changes) of any personal data furnished by you (or upon your instructions) and only to the extent necessary to provide the scope of services as agreed between us;
- e. will not retain such data for longer than is necessary and shall securely return, dispose or destroy them in a permanent and complete manner when it is no longer required;
- f. will protect such data from: (a) loss or theft, (b) unauthorized access, use or disclosure, (c) improper copying, modification or tampering, (d) improper retention or destruction, and (e) loss of integrity, and we will notify you immediately in the event of any information security breaches and cooperate with you in terms of any assistance, information requests, or investigations;
- g. will not transfer any personal data to any entity or person, or subcontract our obligations under our service agreement and hereunder, without getting your prior written consent; and
- h. will allow you to audit us to ensure our compliance with this Acknowledgement.

We shall indemnify you, your officers, directors, employees, controlling persons and customers against any loss, damage, expense, liability, proceedings, judgments or costs (including without limitation legal fees) arising out of or in connection with any unauthorized Processing, access or leakage of personal data (howsoever arising) or our breach of this Acknowledgement. In addition, we agree that you have the right to immediately terminate any services or service agreement(s) if there is any unauthorized Processing, access or leakage of personal data (howsoever arising) or if we breach this Acknowledgement.

Name:

Designation:

For and on behalf of [insert full name of Data Intermediary]

Date:

APPENDIX E

ACKNOWLEDGEMENT BY PD CONTRACTOR

We, [insert full name of PD Contractor], with a principal place of business at [insert address of PD Contractor], acknowledge and agree that we:

- a. have received and read a copy of the Kulicke and Soffa Industries, Inc. Global Data Protection Policy, including the applicable local addendum, (collectively, the "Policy");
- b. have policies and procedures in place consistent with, or at least equivalent to, the principles and standards of conduct of the Policy;
- c. shall comply with applicable privacy and data protection laws and regulations;
- d. will inform our staff (whether or not they are required to be physically present at your premises) of the same and ensure that they adhere to (a) and (c) above;
- e. will strictly follow your instructions on the Processing (as defined in the Policy) (including making required changes) of any personal data furnished by you (or upon your instructions) and only to the extent necessary to provide the scope of services as agreed between us;
- f. will not retain such data for longer than is necessary and shall securely return, dispose or destroy them in a permanent and complete manner when it is no longer required;
- g. will protect such data from: (a) loss or theft, (b) unauthorized access, use or disclosure, (c) improper copying, modification or tampering, (d) improper retention or destruction, and (e) loss of integrity, and we will notify you immediately in the event of any information security breaches and cooperate with you in terms of any assistance, information requests, or investigations;
- h. will not transfer any personal data to any entity or person, or subcontract our obligations under our service agreement and hereunder, without getting your prior written consent; and
- i. will allow you to audit us to ensure our compliance with this Acknowledgement.

We shall indemnify you, your officers, directors, employees, controlling persons and customers against any loss, damage, expense, liability, proceedings, judgments or costs (including without limitation legal fees) arising out of or in connection with any unauthorized Processing, access or leakage of personal data (howsoever arising) or our breach of this Acknowledgement. In addition, we agree that you have the right to immediately terminate any services or service agreement(s) if there is any unauthorized Processing, access or leakage of personal data (howsoever arising) or if we breach this Acknowledgement.

Name:
Designation:
For and on behalf of [insert full name of PD Contractor]
Date: