

KULICKE AND SOFFA INDUSTRIES, INC.

GLOBAL DATA PROTECTION POLICY – HONG KONG ADDENDUM

This Hong Kong Addendum supplements and amends the Global Data Protection Policy (collectively, the “Hong Kong Policy”) and should be read together with the Global Data Protection Policy as one policy. Save as set out in this Hong Kong Addendum, all other terms and principles in the Global Data Protection Policy continue to apply. The Hong Kong Policy shall apply to all Hong Kong incorporated K&S entities, the Hong Kong Branch of other K&S entities and all Processing of Personal Data in Hong Kong.

This Hong Kong Addendum shall prevail in the event of inconsistency between the principles stated herein and those as described under the Global Data Protection Policy.

Capitalised terms in this Hong Kong Addendum, unless otherwise defined herein, shall have the same meanings as those defined in the Global Data Protection Policy.

The Global Data Protection Policy shall be amended and/or supplemented as follows:

1. Section 1 of the Global Data Protection Policy on “Definitions”

The definition of “Individual” does not include deceased and is restricted to mean a natural person who is a living individual.

The definition of “Data Intermediaries” include credit card companies.

2. Section 6 of the Global Data Protection Policy on “Access and Correction of Personal Data”

Data Access Request

Upon an Individual's written request in the form as specified by the Privacy Commissioner for Personal Data from time to time [which form can be downloaded from the website of the Office of Commissioner for Personal Data (<http://www.pcpd.org.hk/english/publications/files/Dforme.pdf>)] (“Prescribed DAR Form”), K&S shall, within 40 days (“Initial Access Period”), provide the Individual with the requested Personal Data which is in K&S' possession or control unless it is permitted to refuse a data access request for the reasons set out in (a) below.

a. K&S may refuse a data access request if:

- i. K&S is not supplied with such information as it may reasonably require -
 - A. in order to satisfy K&S as to the identity of the Individual making the request; or
 - B. in order to satisfy K&S that the Individual making the request is the data subject or is making the data access request on behalf of the data subject;
- ii. K&S cannot comply with the request without disclosing the Personal Data of another Individual (unless K&S is satisfied that the other Individual has consented to the disclosure of the Personal Data to the Individual making the request);
- iii. compliance with the request is for the time being prohibited under the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) or any other Hong Kong laws or regulations;
- iv. the request is not written in the Chinese or English language;

- v. K&S is not supplied with such information as K&S may reasonably require to locate the Personal Data to which the request relates;
- vi. the request follows 2 or more similar requests made by:
 - (i) the Individual who is the data subject in respect of the Personal Data to which the request relates;
 - (ii) one or more persons on behalf of the data subject; or
 - (iii) any combination of that Individual and the persons requesting the Personal Data on behalf of the data subject,

and it is unreasonable in all the circumstances for K&S to comply with the request;
- vii. any other person who, either alone or jointly or in common with K&S, controls the collection, holding, processing or use of the data ("data user") controls the use of the Personal Data in such a way as to prohibit K&S from complying (whether in whole or in part) with the request;
- viii. the request has not been made in the Prescribed DAR Form;
- ix. K&S is entitled under Hong Kong laws and regulations not to comply with the request; or
- x. in any other case, compliance with the request may for the time being be refused under the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong), whether by virtue of a statutory exemption or otherwise.

Where K&S refuses a data access request, it shall, not later than the Initial Access Period, give written notice to the Individual making the request of the refusal and the reasons for the refusal.

K&S has the right to charge to the Individual any reasonable fees and costs incurred by K&S for responding to a data access request.

Data Correction Request

Upon an Individual's written request (in a K&S prescribed form, if any), K&S shall, within 40 days ("Initial Correction Period"), correct any Personal Data relating to, or provided by, an Individual, that is in K&S' possession or control, which is inaccurate or incomplete unless it is permitted to refuse a data correction request for the reasons set out in (b) below.

- b. K&S may refuse a data correction request if:
 - i. K&S is not supplied with information as K&S may reasonably require:
 - A. in order to satisfy it as to the identity of the Individual making the request; or
 - B. in order to satisfy it that the Individual making the request is the data subject or is making the data correction request on behalf of the data subject;
 - i. the request is not written in the Chinese or English language;
 - ii. K&S is not satisfied that the Personal Data to which the request relates is inaccurate;
 - iii. K&S is not supplied with such information as it may reasonably require to ascertain in what way the Personal Data to which the request relates is inaccurate;
 - iv. K&S is not satisfied that the correction which is the subject of the request is accurate; or

- v. any other data user controls the processing of the personal data to which the request relates in such a way as to prohibit K&S from complying (whether in whole or in part) with the request.

Where K&S refuses a data correction request, it shall, not later than the Initial Correction Period, give written notice to the requestor of the refusal and the reasons for the refusal.

3. Section 7 of the Global Data Protection Policy on “Third Parties”

Data Intermediaries

The following shall be added after the last paragraph under “Data Intermediaries” of Section 7:

Insofar as Data Intermediaries, whether within or outside Hong Kong, are to be engaged by K&S to Process Personal Data on K&S’ behalf, K&S shall ensure that there is in place a contractual arrangement to prevent unauthorized or accidental access, processing, erasure, loss or use of the Personal Data transferred to the Data Intermediaries for Processing.

4. Section 8 of the Global Data Protection Policy on “International Transfers”

K&S may transfer Personal Data within the scope of the Global Data Protection Policy to recipients located outside Hong Kong. Subject to applicable law, written consent from the Individuals shall be obtained.

5. Log book

K&S shall keep and maintain a log book in English or Chinese. No particulars entered in the log book may be erased before the expiry of 4 years after the date on which they were entered or such other period as may be prescribed by law from time to time. The purpose of the log book is to record the following:

- reasons for refusal to comply with an access request;
- if the reason for refusal to comply with an access request was because the relevant data falls within either of the exemption categories relating to Hong Kong's security interests or the prevention of crime, particulars of the prejudice that would be caused to the interests being protected by the relevant exemption;
- reasons for refusal to comply with a correction request; and
- any other particulars which may be required pursuant to regulations made by the Home Affairs Secretary.