

KULICKE AND SOFFA INDUSTRIES, INC.

GLOBAL DATA PROTECTION POLICY – MALAYSIA ADDENDUM

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

This Malaysia 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 Malaysia 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. Sensitive Personal Data

Where Personal Data comprises of Sensitive Personal Data, K&S shall not Process such data except in accordance with law. In this Section, “Sensitive Personal Data” means any Personal Data consisting of the physical or mental health or condition of an Individual, his political opinions or religious beliefs or other beliefs of a similar nature, or the commission or alleged commission by him of any offence. Please consult with the Data Protection Officers if any employee has access to or intends to Process Sensitive Personal Data.

2. Notice and Choice

In getting consent under Section 3 of the Global Data Protection Policy, an Individual should note that:

- a. the sources of Personal Data available to K&S are the Individual himself/herself, third parties instructed by the Individual, and the sources and means in Section 2 of the Global Data Protection Policy; and
- b. an Individual may be obliged to supply any Personal Data if this is required under the terms of a contract that such Individual has entered into with a K&S entity or (in the case of an employee) if the Personal Data is required to be provided in accordance with the terms of K&S’ prevailing company policies or practices from time to time. In other situations, it may not be obligatory for an Individual to supply K&S with Personal Data. However, even if an Individual is under no obligation to supply K&S with Personal Data, failure to do so may bring about unintended or unwanted consequences (for example, if an employee does not want to provide his/her dependants’ Personal Data to K&S, such dependants would not be able to enjoy the benefits afforded under any applicable K&S’ insurance policies). Failure to supply Personal Data which is mandatory may also entitle the relevant K&S entity to terminate the relationship with an Individual or to take legal action for damages or other relief.

3. Data Access and Correction Requests – Maximum Fees, Response Time and Notification

Data Access Request under Section 6 of the Global Data Protection Policy

The maximum fees chargeable for responding to a data access request are as follows:

- a. data access request for Personal Data with a copy: RM 10;
- b. data access request for Personal Data without a copy: RM 2;
- c. data access request for Sensitive Personal Data with a copy: RM 30;
- d. data access request for Sensitive Personal Data without a copy: RM 5.

With respects to the timeframe to respond to a data access request, K&S shall comply with such request not later than twenty-one (21) days from receipt of the request ("Initial Period"). If it is unable to comply with the Initial Period, K&S shall before the expiration of the Initial Period: (a) give written notice to the Individual of that fact and the reasons why it is unable to do so; and (b) comply partially with the request to the extent that it is able to do so. In any event, K&S shall comply in whole with the request not later than fourteen (14) days after the expiration of the Initial Period.

K&S may refuse a data access request if:

- a. where the requestor is not the affected Individual, K&S is not able to reasonably satisfy itself of the identity of the requestor and affected Individual or of the authority of the requestor in making the request;
- b. K&S is not supplied with such information as it may reasonably require to locate the Personal Data to which the request relates;
- c. the burden or expense of providing access is disproportionate to the privacy risks of the Individual;
- d. the requested information may disclose Personal Data of another Individual or identify another Individual who does not wish to be so identified;
- e. providing access would constitute a violation of a Court order or disclose confidential commercial information; or
- f. such access is regulated by another law.

Where K&S refuse a data access request, it shall, not later than twenty-one (21) days from receipt of the request, give written notice to the requestor of the refusal and the reasons for the refusal.

Data Correction Request under Section 6 of the Global Data Protection Policy

With respects to the timeframe to respond to a data correction request, K&S shall comply with such request not later than the Initial Period. If it is unable to comply with the Initial Period, K&S shall before the expiration of the Initial Period: (a) give written notice to the Individual of that fact and the reasons why it is unable to do so; and (b) comply partially with the request to the extent that it is able to do so. In any event, K&S shall comply in whole with the request not later than fourteen (14) days after the expiration of the Initial Period.

K&S shall also, within the time periods above, (a) supply the requestor with a copy of the corrected or completed Personal Data; and (b) send the corrected or completed Personal Data to the third parties to which data was disclosed within a year before the date of correction or completion, stating the reasons for correction or completion.

K&S may refuse a data correction request if:

- a. where the requestor is not the affected Individual, K&S is not able to reasonably satisfy itself of the identity of the requestor and affected Individual or of the authority of the requestor in making the request;
- b. K&S is unable to ascertain or agree that the Personal Data is inaccurate or should be completed; or
- c. K&S is unable to agree that the requested correction is accurate or complete.

Where K&S refuse a data correction request, it shall, not later than twenty-one (21) days from receipt of the request, give written notice to the requestor of the refusal and the reasons for the refusal ("Refusal Notice").

Further, where Personal Data is an expression of opinion and K&S is not satisfied that the expression of opinion is inaccurate or incomplete, K&S shall: (a) make a note of the request (with sufficient details) and annex it such that the Personal Data cannot be used by anyone without being drawn to the attention of the note and being available for inspection; and (b) attach a copy of the note to the Refusal Notice. In this section, "expression of opinion" includes an assertion of fact which is unverifiable or in all circumstances of the case, not practicable to verify.

4. Withdrawal of Consent

At any point in time, any Individual who wishes to revoke his/her consent where Personal Data is already being Processed, shall notify K&S that he wishes to withdraw consent to K&S' continued Processing of any of his/her Personal Data. Withdrawal may pertain to a part, or all, of an Individual's Personal Data and/or a specific part, or all, of the Processing. To request for withdrawal, an Individual shall give reasonable notice in writing to the Data Protection Officers stating the specific part(s) of the Personal Data, the objected area(s) of Processing, and, where applicable, the reasons behind the withdrawal.

On receipt of notice, K&S shall, within a reasonable timeframe, inform the Individual of the likely consequences of withdrawal, even if this is already known to the Individual or set out in any applicable contract or corporate policy. This may include, but shall not be limited to, termination of K&S' relationship (at K&S' option) with the Individual concerned.

K&S shall not prohibit withdrawals except where permitted to do so in accordance with applicable law and to further a legitimate business or legal purpose. Upon receiving a notice of withdrawal, K&S shall, within a reasonable timeframe, cease Processing the relevant Personal Data, including ensuring that its Data Intermediaries do the same.

It should be noted that a withdrawal of consent to the Processing of Personal Data shall not restrict K&S' right to Process Personal Data where it has the right to do so under applicable law without consent.