

KULICKE AND SOFFA INDUSTRIES, INC.

**GLOBAL DATA PROTECTION POLICY – REPUBLIC OF CHINA (ALSO KNOWN
AND HEREINAFTER REFERRED TO AS “TAIWAN”) ADDENDUM**

This Taiwan Addendum supplements and amends the Global Data Protection Policy (collectively, the “Taiwan Policy”) and should be read together with the Global Data Protection Policy as one policy. Save as set out in this Taiwan Addendum, all other terms and principles in the Global Data Protection Policy continue to apply. The Taiwan Policy shall apply to (i) all K&S entities located in Taiwan, (ii) Taiwan branches of other K&S entities and (iii) all activities of K&S related to Processing of Personal Data or Special Categories of Personal Data in Taiwan.

This Taiwan 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 Taiwan 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”

Definition of “Personal Data”

The definition of “Personal Data” shall be deleted and the following substituted:

“Personal Data” refers to the name, date of birth, I.D. card number, passport number, characteristics, fingerprints, marriage status, family, education, occupation, medical history, medical treatment, genes, sexual activities, health examination, criminal record, contact information, financial conditions, social activities and any other information that can directly or indirectly identify a natural person as defined under Article 2 of the Personal Information Protection Act (“PIPA”). This includes circumstances where a person may be identified by putting together data without much effort, time or expense.

New definitions

“K&S Individuals” refers to employees, agency temps, interns, potential candidates seeking employment with K&S, shareholders, visitors or website users from whom K&S Processes Personal Data directly.

“Non-K&S Individuals” refers to family members of employees of K&S and other individuals about whom K&S has Personal Data as a result of the relationships those individuals have with employees, staff of contractors, staff of K&S’ suppliers/customers from whom K&S collects Personal Data indirectly.

In this Taiwan Addendum, any reference to “Individuals” includes “K&S Individuals” and “Non-K&S Individuals”.

“Process” refers to collect, amend, augment, delete, rearrange and use of Personal Data, and “Processing” refers to collection, amending, augmenting, deleting, rearranging and using of Personal Data.

**2. Section 2 of the Global Data Protection Policy on “Data Processing and Minimisation” -
Personal Data Processed Directly from K&S Individuals and Indirectly from Non-K&S
Individuals**

Notification

Unless any statutory exemptions apply, K&S shall notify Individuals of the information relating to the Processing of their Personal Data and, additionally in the case of Non-K&S Individuals, the source from which K&S has obtained their Personal Data. K&S shall notify K&S Individuals using the Notification and Consent Letter substantially in the format set out in **Appendix G, Part I or Part II, as applicable**. K&S shall notify Non-K&S Individuals, as required. Please check with the Data Protection Officers if you have queries on notification.

Where it is impractical to provide notifications to the Non-K&S Individual, K&S may consider providing the relevant third party with the acknowledgement set out in **Appendix F** and a copy of the form set out in **Appendix G** instead.

Unless any statutory exemptions apply, the Processing of any Personal Data (whether directly from K&S Individuals or indirectly from Non-K&S Individuals) is subject to the requirement of notification of the following information to the Individual whose Personal Data will be Processed:

- a) Name(s) of K&S entity (or entities) Processing the Personal Data;
- b) Purpose of Processing for which Personal Data may be used (as described in **Appendix A** of this Taiwan Addendum);
- c) Classification of the types of Personal Data (as described in **Appendix B** of this Taiwan Addendum);
- d) Utilization period, area, entity (as described in **Appendix C** of this Taiwan Addendum) and method of the utilization of the Personal Data;
- e) Rights of the Individuals to access and correct their Personal Data and ways to exercise the rights prescribed in paragraph 4 of this Taiwan Addendum; and
- f) The impact on such Individual's rights prescribed in paragraph 6 of this Taiwan Addendum if he/she refuses to provide his/her Personal Data (not applicable to the Personal Data collected indirectly from Non-K&S Individuals).

K&S may Process Personal Data from K&S Individuals without complying with the above notification requirement if:

- (i) the notification is exempted in accordance with Taiwanese law;
- (ii) the Processing of Personal Data is necessary for K&S to fulfill its legal obligation;
- (iii) the notice will impair the government agency in performing its legal duties;
- (iv) the notice will impair the material interests of a third person; or
- (v) the K&S Individuals have already known the content to be notified.

K&S may choose not to comply with the above notification requirement in relation to Non-K&S Individuals if:

- (i) the notification is exempted in accordance with Taiwanese law;
- (ii) the Processing of Personal Data is necessary for K&S to fulfill its legal obligation;
- (iii) the notice will impair the government agency in performing its legal duties;
- (iv) the notice will impair the material interests of a third person;
- (v) the Non-K&S Individuals have already known the content to be notified.
- (vi) the Non-K&S Individuals have disclosed the Personal Data by themselves or the Personal Data has been publicized legally; or
- (vii) it is in the public interest for the Processing of the Personal Data for statistics or academic research purposes, provided that the information so provided shall not lead to the identification of an Individual.

3. Section 3 of the Global Data Protection Policy on “Getting Consent for Data Processing”

Appendices A, B and C of the Global Data Protection Policy shall be deleted and substituted by Appendices A, B and C attached to this Taiwan Addendum.

K&S shall not Process Personal Data unless any of the following applies:

- a) Where the Processing of Personal Data is in accordance with Taiwanese law;
- b) There is a contractual or quasi-contractual relationship between the Individual and K&S;
- c) Where the Individual has voluntarily disclosed the Personal Data to the public or when the Personal Data has been legally publicized;
- d) Where it is necessary for public interests on statistics or for the purpose of academic research provided that the information so provided shall not lead to the identification of an Individual;
- e) Where the Individual's written consent is given;
- f) Where public interest is involved; or
- g) Where the Personal Data is obtained from the publicly available sources (however, where the Individual has limited the Processing of Personal Data, the interests of the Individual should be protected).

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

Section 6 of the Global Data Protection Policy shall be deleted and the following substituted:

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 15 days (which may be extended for another 15 days, with written notification describing the reason to the employee), provide the Individual with the right to access, review or obtain copies of the Personal Data relating to, or provided by, the Individual which is 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 to provide access, review or copies of Personal Data, if:

- a. The provision will impair the national security, diplomatic and military secrets, macro-economic interests or other material interests of the state;
- b. The provision will impair the government agency in performing its legal duties; or
- c. The provision will impair the material interests of K&S or any third parties.

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 30 days (which may be extended for another 30 days, with written notification describing the reason to the employee), correct, supplement (provided that the Individual has provided appropriate explanation for such correction or addition), delete or cease the Processing any Personal Data relating to, or provided by an Individual, in K&S' possession or control, unless otherwise provided in the sub-paragraphs (a) to (c) below. K&S has the right to charge to the Individual any fees and costs incurred by K&S.

K&S may choose not to delete or cease the Processing or international transmission of Personal Data relating to, or provided by, the Individual to the extent necessary for its business operations, which include any one of the following circumstances:

- a) Taiwanese laws or the relevant commercial agreements governing the Processing of Personal Data permit the retention of the Personal Data;
- b) There are sufficient reasons for K&S to consider that such deletion will affect the Individual's interests which are worthy of protection; and
- c) Any other justifications not to delete the Personal Data.

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

K&S may transfer Personal Data within the scope of this Taiwan Addendum to recipients located outside Taiwan. Subject to applicable law, notification (in accordance with paragraph 2 above) to Individuals shall be made and written consent from the Individuals shall be obtained.

6. 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 to the Data Protection Officers stating the specific part(s) of the Personal Data and the objected area(s) of Processing.

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, to the extent reasonable, 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.

APPENDIX A
LIST 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 (including but not limited to personal insurance, immigration, insurance, passport, visa and verification document processing)
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 purpose pursuant to any contractual, quasi-contractual or other legal relationship between K&S and Individual
24. customer management and services
25. any other purpose necessary, ancillary or consequential to the above specified purposes

APPENDIX B

LIST 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, benefits, [insurance, social security payments], equity or other awards, family member/dependants' names and their relationship and dates of birth etc, grievance resolutions, training records, current employment status, academic records, qualifications)
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)
9. any other personal data provided in contracts which may identify an individual.

APPENDIX C

LIST 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 Supplier/Customer
7. a person seeking employment references
8. a pension or insurance company with whom K&S has arranged benefits coverage for its employees
9. related companies, subsidiaries, holding companies and associated companies in, and of, the K&S group of companies (to be used only for internal management and marketing purposes)
10. consultants, transferees (who may acquire K&S' or any K&S entity's business, in whole or in part pursuant to a merger or acquisition), or persons who may have access to information due to a merger or acquisition with K&S or any K&S entity

APPENDIX F

ACKNOWLEDGEMENT BY SUPPLIERS/CUSTOMERS

We, [insert full name of Suppliers/Customers], 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 Taiwan Policy and Notification and Consent Letter; and
- b. have sent a notification and obtained consent from our employees, relevant person and any other third parties (the "**Relevant Parties**") in a form substantially similar to the Notification and Consent Letter in relation to the personal data of the Relevant Persons which we provide to you, as required under the Personal Information Protection Act of Taiwan.

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 agreement(s) entered into between us and Kulicke & Soffa and any related Kulicke & Soffa entities 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 Suppliers/Customers]

Date:

APPENDIX G

Part I

NOTIFICATION AND CONSENT LETTER

Capitalized terms that are not defined herein shall have the same meaning as defined in the Taiwan Policy.

[Insert full name of K&S entity] ("Company") hereby notifies you of the following items in accordance with Articles 8,9,19, 20 and 21 of the Personal Information Protection Act ("PIPA") for the collection of your Personal Data:

Item	Disclosure Item	Content of Disclosure
1	Collection Purpose	Your Personal Data may be Processed and transmitted internationally for any of the purposes provided in <u>Appendix A</u> to the Taiwan Addendum.
2	Categories of Personal Information	As provided in <u>Appendix B</u> to the Taiwan Addendum.
3	Utilization Period	<p>The Company or its Related Entities (as defined below) is permitted by the relevant Taiwanese authority to utilize your Personal Data for its business operations for any of the following duration (whichever duration is longer shall prevail) retroactively from the time of Kulicke & Soffa's receipt of your Personal Data:</p> <ol style="list-style-type: none">1. Ten (10) years after the termination of the agreement between you and the Company (including any Kulicke & Soffa entities located in Taiwan and all Taiwan branches of other Kulicke & Soffa entities (the "Related Entities"));2. Where the specific purpose for which the Personal Data was collected is still applicable;3. Where the Company or its Related Entities is allowed to keep your Personal Data pursuant to the relevant laws and regulations (such as the requirements under the Business Entity Accounting Act);4. Where the Company or its Related Entities requires your Personal Data for the performance of an agreement; or5. Any other duration for which your Personal Data is required for the Company and its Related Entities to operate its business.
4	Utilization Area	The Company or its Related Entities may Process and internationally transmit Personal Data in the onshore or offshore jurisdictions where the Utilization Entities (as described in Point 5 of this document) are located.
5	Utilization Entities	<ol style="list-style-type: none">1. Any of the entities as provided by <u>Appendix C</u> to the Taiwan Addendum;2. Any authority which has supervision or investigation rights or legal rights against the entities listed in <u>Appendix C</u> to the Taiwan Addendum;3. Any third party appointed by any authority mentioned in 2; and4. Any Personal Data recipient which is not subject to international transmission restrictions from the relevant Taiwanese authority.
6	Utilization Method	Processing by automated or other non-automated means (including but not limited to use of the electronic document, physical documents, remote storage or any other appropriate means using current techniques), which meet the

		requirements under the relevant Taiwanese laws and regulations relating to Personal Data protection.
7	Your Rights and Exercise Method	<p>You may exercise the following rights against the Company or its Related Entities in relation to your Personal Data which is kept by the Company or its Related Entities:</p> <ol style="list-style-type: none"> 1. To access, review or request for copies of your Personal Data, provided that the Company or its Related Entities may collect the necessary costs in accordance with laws; 2. to request to supplement or correct your Personal Data, provided that you shall provide an appropriate explanation for such as request; and 3. To request the Company or its Related Entities to cease the Processing or delete your Personal Data; provided that the Company or its Related Entities may refuse your request to the extent necessary for its business operation, including one of the following circumstances: <ol style="list-style-type: none"> (1) Taiwanese laws or the relevant agreement governing the processing of personal data provides for retention of the personal data; (2) There are sufficient reasons for K&S or its Related Entities to consider that such deletion will affect your interests which are worthy of protection; and (3) There are other justifications not to delete. <p>If you want to exercise any of your rights to access, review or obtain copies, please submit your written request with relevant documentary proof, if applicable, to the Company or its Related Entities. The Company or its Related Entities will notify you of the decision on your request within fifteen (15) days after the day after the date the Company or its Related Entities receives your request. If necessary, such fifteen (15) days period may be extended for another fifteen (15) days and the Company or its Related Entities will notify you in writing.</p> <p>If you want to exercise any of your rights to correct or supplement, please submit your written request with relevant documentary proof, if applicable, to the Company or its Related Entities. The Company or its Related Entities will notify you of the decision on your request within thirty (30) days after the day after the date the Company or its Related Entities receives your request. If necessary, such thirty (30) days period may be extended for another thirty (30) days and the Company or its Related Entities will notify you in writing.</p> <p>If you want to exercise any of your rights to cease or delete, please submit your written request with relevant documentary proof, if applicable, to the Company or its Related Entities. The Company or its Related Entities will notify you of the decision on your request within thirty (30) days after the day after the date the Company or its Related Entities receives your request. If necessary, such thirty (30) days period may be extended for another thirty (30) days and the Company or its Related Entities will notify you in writing.</p> <p>Where you have requested to access or review the documents, you shall, after the receipt of the Company or its Related Entities' notice and within the specified period, come to the location specified by the Company or its Related Entities to access and review the documents. Where you fail to access or review the documents within the specified period, you are required to re-submit another written request to the Company or its Related Entities.</p>

8	The impact on your rights if you refuse to provide your personal data	If you refuse to provide your Personal Data, the Company or its Related Entities will not be able to proceed with the necessary review and operational handling and other relevant service of its business.
9	Other Important Matters	You understand that the Company or its Related Entities has the right to amend this notification letter, and the Company or its Related Entities will notify you of the content which has been amended as well as the key points through oral or written method, telephone, message, e-mail, facsimile, electronic documents or any other means of informing you, including but not limited to providing you with the website link of the notification after amendment and the key points of the amendments by the methods stated above. Then, please review the content of the relevant website carefully, and, if necessary, provide your reply as per the instruction.

I acknowledge that I have:

- a. received and read the **KULICKE AND SOFFA INDUSTRIES, INC. DATA PROTECTION POLICY, including the Taiwan Addendum, (collectively, the “Taiwan Policy”)** and that I understand its requirements and my responsibilities and I agree to adhere to its terms;
- b. clearly understood the contents of the Notification and Consent Letter set out above and the purpose for the Processing of my Personal Data by the Company or its Related Entities; and
- c. undergone and understood the training in relation to my responsibilities and rights under the Taiwan Policy.

Name (in full):

(Signature or Seal)

Identification Card No. :

Employee ID:

Date :

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I hereby represent and warrant that, with respect to the Personal Data of my relatives and third parties which have been or are provided by me to the Company or its Related Entities, I have performed or will perform the above notification pursuant to the Personal Information Protection Act and have obtained or will obtain consent from each of them and the categories of Personal Data are the same with the notified items.

I also represent and warrant that the Personal Data which I have provided (including those of my relatives and third parties) from my hire date till today’s date are accurate, correct and complete, the Personal Data to be furnished by me (including those of my relatives and third parties) from time to time will be accurate, correct and complete, and I will notify the Company or its Related Entities of any amendment required in case of any changes.

I hereby agree:

- (a) to provide Personal Data to the Company or its Related Entities pursuant to the above notification for the purpose specified above; and
- (b) that K&S may Process or continue to Process such Personal Data for the purpose specified above.

Note: Any Individual who objects to the Company or its Related Entities Processing or continuing to Process Personal Data shall describe the specific Categories or part(s) of the objected Personal Data, the objected Utilization Period, the objected Utilization Area(s), the objected Utilization Entity(s), the objected Utilization Method(s), and where applicable, the reasons for objection. Please note that there may be consequences to objection (see paragraph entitled “Withdrawal of Consent” in the applicable local addendum:

If any of the above declaration is incorrect, I agree to take full responsibility.

Name:

(Signature or Seal)

Identification Card No. :

Employee ID:

Date :

Part II

NOTIFICATION AND CONSENT LETTER FOR UTILIZATION OF PERSONAL DATA BEYOND A SPECIFIC PURPOSE/UTILIZATION AREA/UTILIZATION ENTITY/UTILIZATION METHOD

Pursuant to Articles 7 and 20 of the Personal Information Protection Act, [Insert full name of K&S entity] ("Company") hereby notifies you of the following items when utilizing your Personal Data beyond a specific purpose/utilization entity:

Item	Disclosure Item	Content of Disclosure [To be inserted on based on the specific circumstances]
1	Other utilization purpose (Beyond a specific purpose in Appendix A of the Taiwan Addendum)	[To be inserted on based on the specific circumstances]
2	Utilization Entities (beyond a specific class of person in Appendix C of the Taiwan Addendum)	[To be inserted on based on the specific circumstances]
3	The impact on your rights if you agree to provide your Personal Data or not	[To be inserted on based on the specific circumstances]

After being notified by the Company of the above, I have clearly understood the contents of the Notification and Consent Letter For Utilization Of Personal Data Beyond A Specific Purpose/Utilization Area/Utilization Entity/Utilization Method set out above and the purpose for the Processing of my Personal Data by the Company or its Related Entities.

Name: _____ **(Signature or Seal)**

Identification Card No. : _____

Employee ID: _____

Date: _____

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I hereby agree to provide my Personal Data to the Company or its Related Entities pursuant to the above notification for the purpose specified above and that the Company or its Related Entities may Process such Personal Data for the purpose specified above. I hereby represent and warrant that, with respect to the Personal Data of my relatives and third parties which are provided by me to the Company or its Related Entities, I have performed the above notification pursuant to the Personal Information Protection Act and obtained consent from each of them and the categories of Personal Data are the same with the notified items. I also represent and warrant that the Personal Data which I have provided (including those of my relatives and third parties) are accurate and correct, and will notify the Company or its Related Entities of any amendment required in case of any changes. If the above declaration is incorrect, I agree to take full responsibility.

Name: _____ **(Signature or Seal)**

Identification Card No.: _____

Employee ID: _____

Date: _____