

## **1. INTRODUCTION**

- 1.1 The Personal Data Protection Act (PDPA) 2010 of Malaysia is to regulate the processing of personal data in commercial transactions and employment purposes. This policy applies to personal information about Data Subject (Refer Appendix 1) collected and held by SLP Resources Berhad and its subsidiaries (collectively called as SLP). SLP will only process Data Subject's Personal Data in accordance with the Personal Data Protection Act 2010, the applicable regulations, guidelines, orders made under the PDPA 2010 and any statutory amendments or re-enactments made of the PDPA 2010 from time to time as well as this Policy.
- 1.2 The PDPA requires SLP to inform Data Subject of their rights in respects of the Personal Data that is being processed or that is to be collected and further processed by SLP and the purposes for the data processing. The PDPA also requires SLP to obtain Data Subject consent, except for other than certain exceptions (Refer Appendix 1) to the processing of the Personal Data. In light of the PDPA, SLP are committed to protecting and safeguarding Data Subject Personal Data.
- 1.3 By providing the Personal Data to SLP and/or continuing access to SLP website, Data Subject declare that have read and understood this Policy and agree to SLP process the Personal Data in accordance with the manner as set out in this Policy.
- 1.4 SLP reserve the rights to modify, update and/or amend this Policy from time to time with reasonable prior notice to Data Subject. SLP will notify Data Subject any amendments via announcements on SLP website or other appropriate means. Please check the website from time to time to see if there is any amendments to this Policy. Any amendments to this Policy will be effective upon notice to you. By continuing to use the services and/or access to the website after being notified of any amendments to this Policy, you will be treated as having agreed to and accepted those amendments.
- 1.5 If you do not agree to this Policy or any amendments of this Policy, we may not be able to render all service to you and you may require to terminate your agreement with us and/or stop accessing or using the website.

## **2. COLLECTION OF PERSONAL DATA**

- 2.1 Personal Data means any information, whether recorded from any material information from which the identity of Data Subject is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual. Such information may be collected and processed by SLP which may variously include but is not limited to the following:
  - a) Data subjects' name, age, gender, date of birth, national registration identity card, passport number, race, ethnic origin, designation, company's and business' name, and contact particulars including telephone number(s), residential address(es) and email address.
  - b) Details of family or related parties' information and contact particulars.
  - c) Information related to products purchased, enquiry, or updates from SLP.
  - d) Data Subject's image and photo, which captured by closed circuit television(CCTV) installed in selected areas within SLP premises as a part of SLP security.
  - e) Information related to network usage or other information which might be captured by SLP computer system, including Data Subject's IP address, links viewed and other activities.

- f) Data Subject's sensitive personal data disclosed by SLP which is for necessary purposes of performing any obligation in relation with employment, for purposes of protecting vital interest by Data Subject, for law enforcement purposes, for medical purposes which may include but not limited to religious belief, health condition, commission or alleged commission of any offence(s) and other necessary sensitive personal data required by law.

2.2 By providing to SLP with Sensitive Personal Data, Data Subject is giving explicit consent for SLP to collect, use and process the Sensitive Personal Data, and acknowledge that the collection of Sensitive Personal Data is necessary to protect Data Subject's vital interest or the vital interest of others.

2.3 If Data Subject choose not to provide such Personal Data or if such Personal Data is insufficient, inaccurate, incomplete and/or misleading, SLP may not be able to provide Data Subject with the goods/services that required level of service, or as an employee, Data Subject may not be able to enjoy the benefits provided to Data Subject as part as employment with SLP, or as a supplier, vendor, contractor, or sub-contractor of the SLP, and SLP may not be able to purchase goods and services from Data Subject, or as a distributor, SLP may not be able to supply goods and services to Data Subject.

### **3. PURPOSE OF COLLECTING DATA**

3.1 SLP will process Personal Data in relation with any employment or commercial transactions for any of the following purposes:

- a) To communicate, facilitate, process, deal with, administer, manage and/or maintain business relationship
- b) To review/consider and/or process Data Subject application/transaction with SLP.
- c) To respond to enquiries or complaints and resolve any issues and disputes which may arise in connection with any dealings with SLP.
- d) To facilitate Data Subject participation in any events including meetings, talks, celebrations and etc with SLP.
- e) To provide Data Subject with information and/or updates on SLP products, services offered and/or organized by SLP from time to time by SMS, phone call, email, fax, mail, social media and/or any other appropriate communication channels.
- f) To share any of Data Subject Personal Data with SLP business partners to jointly develop product and/or services or launch marketing campaigns.
- g) To monitor, review and improve SLP events and promotions, products and/or services.
- h) To conduct credit reference checks and establish Data Subject credit terms, where necessary, in providing with the products, services and/or facilities.
- i) For any purposes related to employment including but not limited to payroll administration, entitlements and benefits, performance monitoring, training and development planning, career development, health and safety administration, succession and contingency planning.
- j) For internal administrative purposes, to facilitate special requirements for those related with any disability or medical conditions, and to communicate with family members or related person in the event of emergency or accident.

- k) To share any of Data Subject Personal Data pursuant to any agreement or document which may have duly entered with SLP for purposes of seeking legal and/or financial advice and/or for purposes of commencing any legal actions.
- l) To carry out any due diligence or other monitoring or screening activities (including background checks) in accordance with legal or regulatory obligations or risk management procedures that may be required by law or that may have been put in place by SLP.
- m) For audit, risk management, compliance and security purposes.
- n) To enable SLP to perform obligations and enforce SLP rights under any agreements or documents that SLP are a party to.
- o) To meet and comply any applicable legal or regulatory requirements and making disclosure under the requirements of any applicable law, regulation, direction, court order, by-law, guideline, circular or code application to SLP.

#### **4. DISCLOSURE OF DATA**

4.1 SLP will not sell, transfer or disclose any of Personal Data to any third party without Data Subject consent. In order to deliver the services, Data Subject required to consent and authorize SLP for disclosure of Personal Data to the following parties:

- a) SLP employees, consultants, accountants, auditors, lawyers, advisors, agents, contractors, vendors, suppliers, sub-contractors, service providers, customers, insurance companies, merchants, distributors and/or financial institutions to provide support and services.
- b) SLP group of companies including the Company's parent/holding company, subsidiaries, related and associated companies.
- c) any third party (and its/advisers/representatives) in connection with any proposed or actual re-organization, merger, sale, consolidation, acquisition, joint venture, assignment, transfer, funding exercise or asset sale relating to any portion of the SLP.
- d) Data Subject immediate family members and/or emergency contact person as may be notified to SLP from time to time.
- e) any party in relation to legal proceedings or prospective legal proceedings.
- f) professional bodies, accreditation bodies or statutory regulatory bodies, government bodies.
- g) any party nominated or appointed by SLP either solely or jointly with other service providers, for purpose of establishing and maintaining a common database where SLP have a legitimate common interest.
- h) data centers and/or servers for data storage purposes.
- i) any person under a duty of confidentiality to which has undertaken to keep the Personal Data confidential which SLP may engaged to discharge obligations to Data Subject and/or.

4.2 SLP has taken reasonable steps to protect the personal data from any loss, misuse, modification, unauthorized or accidental access or disclosure, errors in transmission, alteration or destruction.

#### **5. SECURITY MEASURE**

5.1 SLP are committed to ensuring that Personal Data is stored securely. In order to prevent unauthorised access, disclosure or other similar risks, SLP endeavour, where practicable, to implement appropriate technical, physical, electronic and procedural security measures

in accordance with the applicable laws and regulations and industry standard to safeguard against and prevent the unauthorised or unlawful processing of Personal Data, and the destruction of, or accidental loss, damage to, alteration of, unauthorised disclosure of or access to the Personal Data.

- 5.2 SLP will make reasonable updates to its security measures from time to time and ensure the authorised third parties only the Personal Data for the Purposes set out in this Policy.
- 5.3 The Internet is not a secure medium. However, SLP will put in place various security procedures with regard to the Site and Data Subject electronic communications with SLP. All SLP employees, joint venture/business partners, agents, contractors, vendors, suppliers, data processors, third-party product and/or service providers, who have access to, and are associated with the processing of the Personal Data, are obliged to respect the confidentiality of the Personal Data.
- 5.4 Please be aware that communications over the Internet, such as emails/webmail are not secure unless they have been encrypted. The communications may be routed through a number of countries before being delivered – this is the nature of the World Wide Web/Internet.
- 5.5 SLP cannot and do not accept responsibility for any unauthorised access or interception or loss of Personal Data that is beyond SLP reasonable control.

## **6. RIGHTS TO ACCESS/OR CORRECT PERSONAL DATA**

- 6.1 To the extent that the applicable law allows, Data Subject have the right to request for access to, request for a copy of, request to update or correct, the Personal Data held by SLP and to request SLP to limit the processing and use of Personal Data.
- 6.2 In addition, Data Subject also have the right, by notice in writing, to inform SLP on withdrawal (in full or part) of the consent given previously to SLP subject to any applicable legal restrictions, contractual conditions and a reasonable duration of time for the withdrawal of consent to be affected. However, the withdrawal of consent could result in certain legal consequences arising from such withdrawal. In this regard, depending on the extent of the withdrawal of consent for SLP to process the Personal Data, it may mean that we will not be able to continue with existing relationship with SLP or the contract that Data Subject have with SLP have to be terminated.
- 6.3 Notwithstanding the foregoing, SLP reserve our rights to rely on any statutory exemptions and/or exceptions to collect, use and disclose the Personal data.
- 6.4 If Data Subject would like to request for access to or correction of the Personal Data or limit the processing of the Personal Data, Data Subject can make any inquiries or complaints, and kindly submit the request to details of which are set as below:

- a) **By postal**  
SLP Resources Berhad  
PT 1, Lot 57A,  
Lorong Perusahaan 5,  
Kawasan Perusahaan Kulim,  
Kedah.  
Attn: Mr Kelvin Khaw  
Tel: 04-4891858

- b) **By email**  
Email to: [info@sinliplas.com.my](mailto:info@sinliplas.com.my)

## 7. DATA BREACH NOTIFICATIONS (DBN)

7.1 A data controller must notify a personal data breach to both the Commissioner and affected data subjects if it causes or is likely to cause “significant harm”, which includes a risk for any of the following:

- a) Physical harm, financial loss, a negative effect on credit records, or damage to or loss of property;
- b) Misuse of personal data for illegal purposes;
- c) Compromise of sensitive personal data;
- d) Combination of personal data with other personal information that could potentially enable identity fraud; or
- e) (for the purpose of notification to the Commissioner only) a breach of “significant scale”, i.e. involving more than 1,000 affected data subjects.

7.2 The timeframe to make data breach notifications are as followings:

- a) **Notification to the Commissioner:**  
as soon as practicable and within 72 hours from the occurrence of the breach. If notification fails to be made to the Commissioner within 72 hours, a written notice detailing the reasons for the delay and providing supporting evidence must be submitted, and
  - Notification to Commissioner can made via notification form which is available at [www.pdpa.gov.my](http://www.pdpa.gov.my)
- b) **Notification to affected data subjects:** Without unnecessary delay and within seven days of notifying the Commissioner.

## 8. RETENTION OF PERSONAL DATA

8.1 Any of the Personal Data provided to SLP is retained for as long as the purposes for which the Personal Data was collected continues.

8.2 The Personal Data will be obsoleted from SLP records and system in accordance with SLP retention policy in the event the Personal Data is no longer required for the said purposes unless its further retention is required to meet SLP operational, legal, regulatory, tax or accounting requirements.

## 9. PERIODIC REVIEW

SLP reserve the right to modify, update and/or amend this Policy from time to time. SLP shall notify Data Subject if there is any amendments via announcements in SLP website or other appropriate means. Please check the website from time to time to see if there is any amendments of this Policy. By continuing to use the services and/or access to SLP website after being notified, it shall be construed as agreement to and acceptance of those amendments.

## 10. CONFLICTS

In the event of any conflict between this English language Personal Data Privacy Policy and its corresponding Bahasa Melayu Personal Data Privacy Policy, the terms in this English language Personal Data Privacy Policy shall prevail.

**11. EFFECTIVE DATE**

This Policy shall be effective from 1<sup>st</sup> January, 2024.

**APPENDIX 1**

1. Data subject/you/your is referring to below individual:
  - a) Customers
  - b) Potential customers
  - c) Vendors
  - d) Suppliers
  - e) Contractors
  - f) Service providers
  - g) Job Applicants
  - h) Employees
  - i) Interns
  - j) Former employee
  - k) Potential employee
  
2. Certain exceptions referring to:
  - a) The performance of a contract entered into with a Data Subject.
  - b) In addressing any pre-contractual inquiry of a Data Subject who is a potential customer.
  - c) In order to comply with any non-contractual legal obligation that SLP is subject to.
  - d) In order to protect the vital interests of the Data Subject (E.g: disclosing the last known location of the Data Subject where he/she has been reported missing for more than 24 hours.
  - e) For the administration of justice in accordance with the requirements and processes as set out by the law.
  - f) For the exercise of any functions conferred upon any person by the law.
  - g) Where expressly exempted or otherwise permitted by the Act.