

## Data Protection Policy

The purpose of this document ("Data Protection Policy") is to inform you how the PNB Savings Bank ("PNB Savings") manage Personal Data (as defined below) which is subject to the Data Privacy Act of 2012 (R. A. No. 10173 or "the Act"). Please take a moment to read this Data Protection Policy so that you know and understand the purposes for which we collect, use and disclose your Personal Data.

By interacting with PNB Savings and its related companies and entities (the "Companies") as well as their respective representatives and/or agents ("Representatives"), collectively referred to herein as "PNB Savings", "us", "we" or "our"), submitting information to us, or signing up for any products or services offered by us, you agree and consent to PNB Savings collecting, using, disclosing and sharing amongst themselves your Personal Data, and disclosing such Personal Data to PNB Savings Bank's authorized service providers and relevant third parties in the manner set forth in this Data Protection Policy.

This Data Protection Policy supplements but does not supersede nor replace any other consents you may have previously provided to PNB Savings with respect to your Personal Data, and your consents herein are additional to any rights which PNB Savings may have at law to collect, use or disclose your Personal Data.

PNB Savings may, from time to time, update this Data Protection Policy to ensure that this Data Protection Policy is consistent with future developments, industry trends and/or any changes in legal or regulatory requirements. Subject to your rights at law, you agree to be bound by the prevailing terms of the Data Protection Policy as updated from time to time on our website: [www.pnbsavings.com.ph](http://www.pnbsavings.com.ph). Please check our website regularly for updated information on the handling of your Personal Data.

### I. Personal Data

In this Data Protection Policy, "Personal Data" refers to any data, whether true or not, about an individual who can be identified (a) from that data; or (b) from the data and other information to which we have or are likely to have access, including data in our records as may be updated from time to time.

Examples of such Personal Data you may provide to us include (depending on the nature of your transaction with us) your name, valid identification documents, contact number(s), mailing address, email address, transactional data and any other information which you have provided us in any forms you may have submitted to us, including biometric data, or via other forms of interaction with you.

### II. Collection of Personal Data

#### 1. Generally, we collect Personal Data in the following ways:

- a. When you submit any form including, but not limited to, application forms or other forms relating to any of our products or services or any investments which you avail through PNB Savings;
  - b. When you enter into any agreement or provide other documentation or information in respect of your transactions with us, or when you avail of our products and services;
  - c. When you interact with our personnel, including relationship managers, branch managers and their assistants, like via telephone calls (which may be recorded), letters, fax, face-to-face meetings and emails;
  - d. When your images are captured by us via closed-circuit television cameras ("CCTVs"), or other equipment or devices while you are within our premises or when you attend events hosted by us;
  - e. When you use some of our products and services provided through online and other technology platforms, such as websites and apps;
  - f. When you request that we contact you, or include you in an email or other mailing list; or when you respond to our request for additional Personal Data, promotional campaigns and other marketing activities;
  - g. When you are contacted by, and respond to, our marketing representatives, agents and other service providers;
  - h. When we seek information about you and receive your Personal Data from third parties in connection with your relationship and transactions with us, for example, from referrers, business partners, external or independent asset managers, public agencies or the relevant authorities;
  - i. In connection with any investigation, litigation, or inquiry which may relate to you or any Connected Person. "Connected Person" may include but is not limited to any beneficial owner, authorized signatory, director, shareholder, officer of a company, partner or member of a partnership, settlor, trustee, beneficial owner, protector or grantor of trust, mandate holder, attorney-in-fact, surety, third party security provider, provider of funds, founder and/or employee, payee of designated payment, representatives, agents, or nominees; and/or
  - j. When you submit your Personal Data to us for any other reason.
2. When you browse our website, you generally do so anonymously but please see the section below on cookies. We do not, at our website, automatically collect Personal Data, including your email address unless you provide such information or login with your account credentials.
3. If you provide us with any Personal Data relating to a third party (your spouse, children, parents, or a Connected Person), by submitting such information to us, you represent to us that you have obtained the consent of the third party in providing us with his / her Personal Data for the respective purposes.
4. You should ensure that all Personal Data submitted to us is complete, accurate, true and correct. Failure on your part to do so may result in our inability to provide you with products and services you have requested. You agree to inform PNB Savings immediately of any change of facts or circumstances which may render any information or Personal Data previously provided inaccurate, untrue or incorrect and provide any information or documentation as PNB Savings may reasonably require for the purposes of verifying the accuracy of the updated information or Personal Data.

### III. Purposes for the Collection, Use and Disclosure of Your Personal Data

#### 1. Generally, PNB Savings collects, uses and discloses your Personal Data for the following purposes:

- a. Responding to, processing, handling of, and resolving your complaints, queries, requests, feedbacks and suggestions;
- b. Verifying your identity and customer due diligence;
- c. Managing the administrative and business operations of PNB Savings, complying with internal policies and procedures including, but not limited to, facilitating business continuity planning;
- d. Audit purposes;
- e. Verifying or confirming trade orders or instructions from you or for your account including, but not limited to, instructions on fund transfers or remittances;

- f. Facilitating business asset transactions which may extend to any mergers, acquisitions, or asset sales involving any of the Companies;
- g. Matching any Personal Data held which relates to you for any of the purposes listed herein;
- h. Preventing, detecting, and investigating crime, including fraud and money laundering or terrorist financing, and analyzing and managing commercial risk including, but not limited to, preventing and detecting loss of PNB Savings Bank's proprietary and sensitive information;
- i. Providing media announcements and responses like in relation to complaints or lawsuits;
- j. Requesting feedback or participation in surveys, as well as conducting market research and/or for statistical, profiling or other purposes for us to design our products, understand customer behavior, preferences and market trends, and to review, develop and improve the quality of our products and services;
- k. Project Management;
- l. Managing the safety and security of our premises and services including, but not limited to, carrying out CCTV surveillance and conducting security clearances;
- m. Managing and preparing reports on incidents and accidents;
- n. Organizing events, seminars, and trainings;
- o. Complying with any applicable rules, laws and regulations, codes of practice or guidelines, obligations, requirements, or arrangements for collecting, using, and disclosing Personal Data that apply to PNB Savings or that it is expected to comply, according to:
  - i. Any law binding or applying to it within or outside Philippines, existing currently and in the future;
  - ii. Any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations within or outside Philippines, existing currently and in the future; and/or
  - iii. Any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations that is assumed by or imposed on PNB Savings by reason of its financial, commercial, business, or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations.
- p. To assist in law enforcement and investigations by relevant authorities;
- q. In connection with any claims, actions or proceedings including, but not limited to, drafting and reviewing documents, transaction documentation, obtaining legal advice, and facilitating dispute resolution, and/or protecting and enforcing our contractual and legal rights and obligations;
- r. Archival management including, but not limited to, warehouse storage and retrievals; and/or
- s. Any other purpose relating to any of the above.

These purposes may also apply even if you do not maintain any account with us, or have terminated such account.

2. In addition, PNB Savings collects, uses and discloses your Personal Data for the following purposes depending on the nature of our relationship:
- a. If you are a prospective customer:
    - i. Evaluating your eligibility to open an account with us and your financial and banking needs, and providing recommendations to you as to the type of products and services suited to your needs;
    - ii. Assessing and processing any applications or requests made by you for products and services offered by PNB Savings; and/or
    - iii. Any other purpose relating to any of the above.
  - b. If you are a customer holding an account with PNB Savings or a Connected Person or an administrator, executor, liquidator, official assignee, receiver, judicial manager, or other similar official who has been so appointed pursuant to bankruptcy or insolvency proceedings instituted in Philippines or elsewhere in respect of a PNB Savings customer or any security provider:
    - i. Opening, maintaining or closing of accounts and our establishing or providing banking and trust services to you;
    - ii. Processing fund transfers or any other instructions on your account;
    - iii. Where account or relationship managers or agents have been assigned to service your account or portfolio, using your telephone number/s to contact you from time to time in order to take your instructions, and/or provide you with information, updates, or recommendations and/or in accordance with the terms and conditions of our agreement with you;
    - iv. Processing applications for and facilitating the daily operation of services and credit facilities provided to you or other persons or corporations for whom you act as surety or third party service provider;
    - v. Conducting credit checks at the time of application for credit and at the time of regular or special credit reviews;
    - vi. Facilitating or processing your application for insurance products and/or trust services offered by PNB Savings and its business partners;
    - vii. Carrying out client reviews, for example, annual reviews of your portfolio;
    - viii. Establishing your financial situation, risk profile, investment experience and investment objectives to help you consider the suitability of the products you have invested or intend to invest;
    - ix. Providing internet banking services including, but not limited to, carrying out special handling requests for PIN mailers and tokens;
    - x. Networking to maintain customer relationship;
    - xi. Providing client servicing including, but not limited to, responding to individual requests by customers, mailing services, reconciliation services and providing customer satisfaction;
    - xii. Facilitating the transfer of funds within PNB Savings bank accounts or from PNB Savings accounts to external bank accounts and vice versa;
    - xiii. Administering exceptional approvals, fee adjustments or waivers;
    - xiv. Dealing with and designing investment products like bonds, derivatives, equities, funds;
    - xv. Registering the pledge or charge that you or the security or the third party security provider has granted in favor of PNB Savings as security for the credit facilities granted by PNB Savings;
    - xvi. Administering credit, debit, prepaid or cash cards including, but not limited to, processing card applications, transactions and credit limit approvals;
    - xvii. Providing check deposits, clearing services;
    - xviii. Determining and collecting amounts owed by you or the borrower for whom you act as surety or third party security provider or those providing security or acting as surety for your liabilities and obligations;
    - xix. Enabling any Company or third party to perform the functions that PNB Savings may have outsourced to it in relation to the management of your account or transactions;

- xx. Enabling an actual or proposed assignee of PNB Savings, or participant, or sub-participant or transferee of PNB Savings Bank's rights, liabilities or obligations in respect to (1) you or (2) a security provider who provides security or acts as surety for your liabilities and obligations to evaluate the transaction intended to be the subject of the assignment, participation, sub-participation or transfer; and/or
  - xxi. Any other purpose relating to any of the above.
- c. If you are an employee or agent of a referrer or other intermediary:
- i. Marketing services and products;
  - ii. Processing commission remuneration;
  - iii. Performing due diligence and reference checks; and/or
  - iv. Any other purpose relating to any of the above.
- d. If you are an employee, officer or owner of an external service provider or vendor outsourced or prospected by PNB Savings;
- i. Managing project tenders or the supply of goods and services;
  - ii. Processing and payment of vendor invoices;
  - iii. Complying with any applicable rules, laws and regulations, codes of practice or guidelines or to assist in law enforcement and investigations by relevant authorities which includes disclosure to regulatory bodies or audit checks; and/or
  - iv. Any other purpose relating to any of the above.
- e. If you are a party or counterparty to a transaction like beneficiary of a fund transfer or payment:
- i. Providing cash, payment and transactional services including, but not limited to, the execution, settlement, reporting and/or clearing of the relevant transaction; and/or
  - ii. Any other purpose relating to any of the above.
3. In addition, where permitted under the Act, PNB Savings may also collect, use and disclose your Personal Data for the following purposes, which we may describe in our documents and agreements as "Additional Purposes" for the handling of Personal Data:
- a. Providing or marketing services, products and benefits to you, including promotions, loyalty and reward programmes;
  - b. Matching Personal Data with other data collected for other purposes and from other sources, including third parties in connection with the provision or offering of products and services, whether by PNB Savings or other third parties;
  - c. Sending you details of products, services, special offers and rewards, investment or research reports or guides, either to our customers generally, or which we have identified may be of interest to you; and/or
  - d. Conducting market research, understanding and analyzing customer behavior, location, preferences and demographics.
4. If you have provided your Philippine telephone number/s and have indicated that you consent to receiving marketing or promotional information via your Philippine telephone number/s, then from time to time, PNB Savings may contact you using such Philippine telephone number/s including via voice calls, text, fax or other means with information about our products and services including discounts and special offers.
5. In relation to particular products or services or in your interactions with us, we may also have specifically notified you of other purposes for which we collect, use or disclose your Personal Data. If so, we will collect, use and disclose your Personal Data for these additional purposes as well, unless we have specifically notified you otherwise.

#### IV. Disclosure of Personal Data

1. PNB Savings will take reasonable steps to protect your Personal Data against unauthorized disclosure. Subject to the provisions of any applicable law, your Personal Data may be provided, only to the extent necessary, and through secure means, for the purposes listed above, where applicable, to the following entities or parties, whether located overseas or in Philippines:
- a. PNB Savings Bank's related corporations, subsidiaries and affiliates and overseas branches and offices;
  - b. Counterparties and their respective banks in relation to transactions for your account including purchasing and selling of securities and investment products, fund transfers, payments, issuance of standby letters of credit, banker's guarantees or letters of undertaking and drawing of checks;
  - c. Third party recipients of reference letters;
  - d. Companies providing services relating to insurance and/or reinsurance to PNB Savings;
  - e. Insurers or brokers in relation to the insurance products or services that you have applied for or availed;
  - f. Trustees, attorneys and asset managers appointed by you to manage your account held with PNB Savings;
  - g. Referrers who have referred you to PNB Savings;
  - h. Any person:
    - i. Who provides security or acts as surety for your liabilities and obligations to PNB Savings; or
    - ii. For whom you act as surety or third party security provider.
  - i. Agents, contractors, vendors, installers, or third party service providers who provide administrative or operational services to PNB Savings, such as courier services, telecommunications, information technology, payment, payroll, processing, training, market research, storage, archival, customer support investigation services or other services to PNB Savings;
  - j. Agents, contractors, vendors or other third party service providers in connection with products and services offered by PNB Savings;
  - k. Credit reporting agencies;
  - l. Debt collection agencies;
  - m. Your employers which are financial institution, for their internal surveillance or monitoring purposes;
  - n. Any business partner, investor, assignee or transferee (actual or prospective) to facilitate business asset transactions which may extend to any merger, acquisition or any debt or asset sale involving any of the Companies;
  - o. Credit card companies and their respective service providers in respect of credit cards held by you;
  - p. Translators;
  - q. Our professional advisers such as our auditors and lawyers;
  - r. Third parties who provide corporate advisory services or due diligence services in connection with you, any Connected Person, or your account held with PNB Savings;
  - s. Relevant government regulators, government ministries, exchange, statutory boards or authorities or law enforcement agencies who have jurisdiction over PNB Savings or any Company or over any transaction entered into by you, such as the *Bangko*

*Sentral ng Pilipinas*, Securities and Exchange Commission, Bureau of Internal Revenue, as well as to comply with listing and other requirements or directions of the Securities and Exchange Commission, Philippine Stock Exchange and/or any other relevant securities exchange;

- t. Any liquidator, receiver, administrator, judicial manager, trustees-in-bankruptcy, custodian or other similar official who has been so appointed, pursuant to bankruptcy, winding-up or insolvency proceedings instituted in Philippines or elsewhere, in respect of you or your assets;
- u. Third parties who carry out registration of charge or pledge over the assets that you have pledged or charged to PNB Savings;
- v. Corporate service providers or lawyers, who are appointed by you;
- w. Surveyors or valuers or other third parties in relation to assets which you will be charging or mortgaging to PNB Savings;
- x. Financial institutions, brokerage houses, clearing houses, depository, depository agents, managers, administrators, fund houses, registrars, custodians, external banks, the Philippine equivalent of Central Depository, nominee banks and investment vehicles in relation to asset management and investment product settlement processing;
- y. Collection and repossession agencies in relation to the enforcement of repayment obligations for loans;
- z. Third parties who organize promotional or marketing events, seminars or trainings;
- aa. Any actual or proposed assignee of PNB Savings or participant or sub-participant or transferee of PNB Savings Bank's rights, liabilities or obligations in respect to:
  - i. You; or
  - ii. A security provider or surety for your liabilities and obligations to evaluate the transaction intended to be the subject of the assignment, participation, sub-participation or transfer;
- bb. Any person to whom PNB Savings is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to PNB Savings, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial service providers with which PNB Savings or any of the Companies are expected to comply, or any disclosure pursuant to any contractual or other commitment of PNB Savings with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or industry bodies or associations of financial services providers, all of which may be within or outside Philippines and may be existing currently and in the future; and/or
- cc. Any other party to whom you authorize us to disclose your Personal Data.

#### V. Use of Cookies

1. When you interact with us on our websites, we automatically receive and record information on our server logs from your browser. We may employ cookies in order for our server to recognize a return visitor as a unique user including, without limitation, monitoring information relating to how a visitor arrives at the website, what kind of browser a visitor is on, what operating system a visitor is using, a visitor's IP address, and a visitor's click stream information and time stamp like which pages they have viewed, the time the pages were accessed and the time spent per web page.
2. Cookies are small text files placed stored in your computing or other electronic devices which allow us to remember you or other data about you. The cookies placed by our server are readable only by us, and cookies cannot access, read or modify any other data on an electronic device. All web-browsers offer the option to refuse any cookie, and if you refuse our cookie then we do not gather any of the above-mentioned on you when you visit our website.
3. Should you wish to disable the cookies associated with these technologies, you may do so by changing the setting on your browser. However, you may not be able to enter certain part/s of our website.

#### VI. Data Security

1. PNB Savings will take reasonable efforts to protect Personal Data in our possession or our control by making reasonable security arrangements to prevent unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks. However, we cannot completely guarantee the security of any Personal Data we may have collected from or about you, or like when no harmful code, viruses, bugs, trojan horses, spyware or adware will enter our website. You should be aware of the risks associated with using websites and take any necessary precautions.
2. While we strive to protect your Personal Data, we cannot ensure the security of the information you transmit to us via the Internet or electronic communication or when you use our electronic services, and we urge you to take every precaution to protect your Personal Data when you use such platforms. We recommend that you change your passwords often, use a combination of letters and numbers, and ensure that you use a secure browser.
3. If applicable, you undertake to keep your username and password secure and confidential and shall not disclose or permit it to be disclosed to any unauthorized person, and to inform us as soon as reasonably practicable if you know or suspect that someone else knows your username and password or believe the confidentiality of your username and password has been lost, stolen or compromised in any way or that actual or possible unauthorized transactions have taken place. We are not liable for any damages resulting from any security breaches, on unauthorized and/or fraudulent use of your username and password.

#### VII. Third-Party Sites

1. Our website may contain links to other websites operated by third parties. We are not responsible for the privacy practices of websites operated by third parties that are linked to our website. We encourage you to learn about the privacy policies of such third party websites. Some of these third party websites may be co-branded with our logo or trademark, even though they are not operated or maintained by us. Once you have left our website, you should check the applicable privacy policy of the third party website to determine how they will handle any information they collect from you.

#### VIII. Your Rights

1. You have the right to be informed whether your Personal Data is being, or have been processed, including the existence of automated decision-making and profiling.
2. You have the right to object to the processing of your personal data, including processing for direct marketing, automated processing or profiling, except when processing is:
  - a. Required pursuant to a lawful order or process;
  - b. Necessary to complete your transactions with us; or



c. Arising from a legal obligation.

3. You have the right to reasonable access, upon written request, the contents of your Personal Data that were processed and the manner by which these were processed; the sources from which these were obtained; the recipients and reasons for disclosure, if any; the date when your information was last modified; and information on automated processes where your information will be made as the sole basis for any decision that may significantly affect you.
4. You have the right to correct any error in the Personal Data and if warranted, request immediate rectification.
5. You have, based on reasonable grounds, the right to suspend, withdraw or order the blocking, removal or destruction of your Personal Data from PNB Savings Bank's system, without prejudice to the processing of Personal Data for operational, legal and regulatory purposes.
6. Where Personal Data is processed by electronic means and in a structured and commonly used format, you have the right to obtain from PNB Savings a copy of such data in an electronic or structured format that is commonly used and allows your further use.
7. You shall be indemnified for any damages sustained due to such inaccurate, incomplete, outdated, false, unlawfully obtained or unauthorized use of Personal Data, taking into account any violation of your rights as data subject.
8. You may file a complaint or exercise your rights above by reaching out to us through the contact details provided below. You may also raise privacy concerns to the National Privacy Commission through their website at [www.privacy.gov.ph](http://www.privacy.gov.ph).

#### IX. Retention of Data

Your Personal Data will be retained by PNB Savings throughout the duration of your deposit account, loans, investments, services, or transactions, and/or until expiration of the retention limit set by PNB Savings standards, industry standards, laws and regulations from account closure and the period set until destruction, disposal, or anonymization of records, unless withdrawn in writing or withheld due to changes in the information supplied by you.

#### X. Contacting Us – Feedback, Withdrawal of Consent, Access and Correction of your Personal Data

1. If you:
  - a. Have any questions or feedback relating to your Personal Data or our Data Protection Policy;
  - b. Would like to withdraw your consent to the processing, and disclosure of your Personal Data as set out in this Data Protection Policy; or
  - c. Would like to obtain access and make corrections to your Personal Data records.
2. Please note that if your Personal Data has been provided to us by a third party, you should contact that such party directly to make any queries, feedback and access and correction requests to PNB Savings on your behalf.
3. If you withdraw your consent to any or all use of your Personal Data, depending on the nature of your request, PNB Savings may not be in a position to continue to provide its products or services to you, administer any contractual relationship in place, may also result in the termination of any agreements you have entered into with PNB Savings, and your being in breach of your contractual obligations or undertakings, and PNB Savings Bank's legal rights and remedies in such event are expressly reserved.
4. We may seek reimbursement for providing access to this information to recover any reasonable expense incurred in retrieving and collating the requested information. We may request that you specify the information you wish to access, to help us quickly identify and retrieve the information for you.
5. We will notify you of the time it would take to provide or update the requested information. In order to ensure the continuing confidentiality of your personal information, access may be provided at PNB Savings offices. Alternatively, and where applicable, you may elect to receive the information by registered mail or courier.

#### XI. Governing Law

This Data Protection Policy and your use of this website shall be governed in all respects by the laws of Philippines.

#### XII. Privacy Complaint

1. PNB Savings is committed in resolving your privacy complaint as quickly as possible and has procedures in place to help resolve any problems or complaints efficiently. If you have a concern or complaint about privacy at PNB Savings, please contact our Privacy Officer at [email address].
2. If you are not satisfied with the resolution of your complaint by PNB Savings, you may contact the National Privacy Commission.

### **IMPORTANT** **Privacy Statement and Consent**

[ ] By using this Site, you acknowledge that you have read and understood the terms of PNB Savings Bank's Data Protection Policy and consent to PNB Savings Bank's collection, use, processing, disclosure and transfer of your Personal Data in accordance with said Policy. If you do not agree with these terms, you may choose not to use our Site or provide any Personal Data through our Site. This Data Protection Policy and Consent forms part of the Terms of Use of our Site and such shall be governed by and construed in accordance with laws applicable to you and us.