

## DATA PRIVACY NOTICE AND CONSENT FORM

CLIENT (the term CLIENT shall be used whether CLIENT is only one or numerous, and shall also mean "I", "WE", ME", "MY", or "DEPOSITOR" and such other terms as may have been intended to refer to CLIENT in the relevant document/s) understands that CTBC Bank (Philippines) Corp. ("BANK") is committed to continuously improve its products and services, and pursue its business plans. To achieve these, and to be able to perform its contractual obligations and comply with applicable law/s and/or regulatory issuance/s, the Bank shall have to disclose and to make available to its affiliates, counterparties, service providers, and relevant third parties wherever situated, on a confidential basis any information pertaining to CLIENT'S banking relationship with the Bank such as but not limited to deposit/s, investment/s, loan/s, service/s, broker customer account/s, and product/s including information that CLIENT had provided and may hereafter provide in connection with the above-mentioned banking relationship, and other information relating to the CLIENT and other persons, whose Personal Data were provided by the CLIENT, such as but not limited to CLIENT's relative(s), partner(s) and beneficiaries (singly or collectively, "CLIENT's Contacts") and such information which the Bank may have directly or indirectly gathered and may hereafter gather through its own verification and validation, through the public domain, and/or through other legally permissible methods and means.

CLIENT hereby agrees, consents, and authorizes the Bank or any of its agents to collect, use, disclose, transfer, store, obtain, record, share, update, modify, monitor, and/or process (collectively, "Process/Processing") modify, monitor, and/or process (collectively, CLIENT'S confidential information, personal information, and sensitive personal information, as defined under RA 10173 "The Data Privacy Act of and its implementing rules and regulations and any of its amendments, as well as other laws relevant to the confidentiality of bank deposits and investments, and data privacy and protection (collectively, "Information"), whether manually or in electronic or digital form, in relation to any and all information CLIENT provided in the BANK's forms and/or documents such as application forms, account opening forms, loan documents, written or electronic communications, and/or otherwise possessed, or collected or gathered by the BANK through its own verification and validation, through the public domain, and/or through other legally permissible methods and means, for one or more of the purposes, which in summary includes but are not limited to the following:

- (a) processing of application for various services and products of the BANK as well as services and products of its business partners ("third parties");
- (b) administering and/or managing relationship and/or account(s) with the BANK; and
- (c) providing marketing, advertising, and promotional information of various products/services that the BANK, its business partners, and related companies may offer ("Marketing purpose") through short messaging service, voice/telephone or mobile calls, email messages, fax messages, and /or postal mail;
- (d) such agreement, consent, and authority to disclose and provide such Information shall include the following Recipients and Purposes:
  - (i) the BANK's accredited service providers, the BANK's affiliates, including its Parent Bank, counterparties, and other third parties whether situated within or outside the Philippines for purposes of servicing the needs of CLIENT, and/or to enable the BANK to perform its contractual obligations.
  - (ii) regulatory authorities situated within or outside the Philippines which disclosure may be necessary or incidental to the conduct of business by the BANK, its Parent Bank, BANK's affiliates, and/or service providers, and/or counterparties;
  - (iii) such other Recipients now existing and may hereafter exist, for the purpose of servicing the requirements of the CLIENT and/or to enable the BANK and/or its Parent Bank, its affiliates,
  - counterparties, and/or service providers, whether these recipients are located within or outside the Philippines, to conduct their businesses, perform their contractual obligations, and/or comply with regulatory requirements (collectively the "Purposes", and the "Recipients").

Accordingly, CLIENT hereby gives his/her/their consent and authority to disclose to the Recipients and for the Purposes, any and all Information pertaining to CLIENT's existing and future deposits, investments, and transactions with the BANK, which Information may be referred to as confidential and/or disclosures of which are generally prohibited under the relevant secrecy laws, including but not limited to RA 1405 or "An Act Prohibiting Disclosure of or Inquiry into, Deposits With Any Banking Institution and Providing Penalty Therefore", RA 6426 or "An Act Instituting a Foreign Currency Deposit System in the Philippines, and for Other Purposes", the General Banking Law of 2000, RA 7653 or "The New Central Bank Act", and RA 9510 or "Credit Information System Act", RA 10173 "The Data Privacy Act of 2012" and such amendatory laws, and under other relevant laws, rules, and regulations.

CLIENT also acknowledges that he/she/they is/are aware that he/she/they and his/her/their Contacts are entitled to certain rights in relation to the Personal Data that may be collected from him/her/them (and by him/her/them from his/her/their Contacts), including the right to access, correction, and to object to the processing, as well as the right to lodge a complaint before the National Privacy Commission in case of violation of his/her/their rights and his/her/their Contacts' rights as data subject. CLIENT warrants that he/she/they has/have obtained the Consent of his/her/their Contacts for the Processing of their Information for the above Purposes and disclosure to the Recipients. Furthermore, if CLIENT has any feedback or inquiries relating to his/hers/their/its Information, CLIENT may send an email to dataprivacyofficer@ctbcbank.com.ph.

CLIENT undertakes to immediately inform the BANK should he/she/they have any updates or changes on his/her Information through the branch of account or contact the BANK's Customer Care Unit at +63 (2) 8840-1234 (Metro Manila); 1-800-10-8401234 (Toll-Free from other provinces through PLDT); or customercare@ctbcbank.com.ph. The consent and authority herein given shall apply to such updates and/or changes in the Information.

CLIENT understands that if he/she/they do not promptly provide Information which the BANK reasonably requested, or withdraw any consent to Information which the BANK is required to process, store, update, disclose, or transfer for the above Purposes and recipients, the BANK has the option and hereby reserves the right not to pursue its relationship with CLIENT without any liability to CLIENT nor to any third party.

CLIENT hereby agrees and acknowledges that the above consent shall remain valid, and that the Information will be retained in the Company's records upon opening of the Account and until ten (10) years after closing of the Account or last transaction involving the Account, or termination of my/our relationship with the BANK in whatever manner, unless such consent is otherwise revoked in writing, whichever comes earlier. However, if the Account becomes subject of investigation or litigation in court, or administrative body or regulatory agency, the ten (10) year period shall be reckoned from the date of finality of judgment of the court or of the administrative or regulatory agency. CLIENT agrees that the Information will be deleted/destroyed by the BANK after this period in accordance with applicable laws and regulations.

CLIENT agrees that the BANK shall not be liable to CLIENT, and that CLIENT shall save the BANK free and harmless from, and indemnify and reimburse the BANK and its Directors, Officers, Shareholders, Employees, and Representatives for any and liabilities, claims, assessment penalties, costs, and expenses of any kind whatsoever, that may be imposed and/or incurred by CLIENT relative to, or in connection with the consent and authority to Process, and/or to the disclosure of such Information including those of the CLIENT's Contacts, documents, and/or records for the Purposes and to the Recipients and such other persons and entities in connection with the account, and in connection with any discontinuance of the relationship between CLIENT and BANK regardless of which party initiated such discontinuance.

## ADDITIONAL INFORMATION NEEDED

| Are you directly related up to 2 <sup>nd</sup> degree of consanguinity or affinity to a politician or politically exposed person/s? |                          |               |              |  |                                 |  |
|---|--------------------------|---------------|--------------|--|---------------------------------|--|
| □ No  |                          |               | □ Ye         | □ Yes  |                                 |  |
| Name of Politically Exposed Person/s  |                          |               |              | Relationship with the Politically Exposed Person/s |                                 |  |
| 1.<br>2.  |                          |               | 1.<br>2.     |  |                                 |  |
| Do you have a relative/s / family member/s working at CTBC Bank Philippines?  |                          |               |              |  |                                 |  |
| Name of   | Relationship to the Bank |               |              |  |                                 |  |
| relative/family<br>member   | □<br>Employee            | □<br>Director | □<br>Officer | Stockhol<br>der                                    | ☐ Related Interest (i.e Vendor) |  |
|   |                          |               |              |  |                                 |  |
|   |                          |               |              |  |                                 |  |

| Client's Signature over Printed Name | - |
|--------------------------------------|---|
| Date:                                |   |

