



## PNB SECURITIES, INC.

### CLIENT CONSENT STATEMENT

This Consent supplements but does not supersede any other consent you may have previously provided to PNB in respect of your information and data and this Consent is in addition to any right which PNB may have under law or contract to collect, use, process, transfer, share, disclose and retain your information and data.

1. **Definitions.** The following shall have the following definitions for purposes of this Consent:

**Account** means your deposit, loan, investment, securities account, credit card, services and other financial transactions with PNB.

**Connected Person** means a natural or juridical person whose information were collected and processed in connection with the Account. This may include but is not limited to any beneficial owner, guarantor, surety, security provider, director, officer, shareholder of a company, partners, trustee, settlor or grantor of a trust, attorney-in-fact, a designated payee, representative, agent, nominee or any other person having a relationship with you in connection with your Account.

**Consent** means any freely given, specific, informed indication of will, where you agree to the collection and processing of your information and data, whether personal, privileged or sensitive. It may also be given on your behalf by a representative, agent or any authorized person.

**Personal Data** refers to any data, whether true or not, about an individual who can be identified (a) from that data or; (b) from that 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.

**PNB** means PNB, PNB Savings Bank, PNB subsidiaries including PNB Securities, Inc., PNB affiliates, related entities and their branches and offices.

2. **Collection, use, processing, transferring, sharing, disclosing and retaining client information.** PNB, on their own or by someone on their behalf, may collect, use, process, transfer, share, disclose and retain Personal Data. Collection may be from you or from a person acting on your behalf, or from other sources. Such information, unless mandated by law to be kept confidential, may be combined with other information available to PNB. Your consent extends to us recording and keeping any telephone conversation, electronic communication, CCTV or surveillance cameras to document your instructions and other incidents which may be used in any administrative or judicial proceeding.
3. **Purposes of collection, use, processing, transferring, sharing and disclosing client information.** PNB shall collect, use, process, transfer, share, disclose and retain Personal Data for the following purposes: (i) verifying your identity and performing customer due diligence; (ii) providing you services in respect to your Account, including but not limited to, administering, facilitating, handling and implementing transactions, orders and instructions for our Account and any matter arising in connection thereto; (iii) managing the business operations of PNB including business continuity planning, risk management, safety and security, system enhancement, product development and research, audit, warehousing and retrieval of data; (iv) meeting PNB's legal and compliance obligations arising from foreign or domestic law or regulation on money laundering, terrorist financing, fraud, exchange of information and other applicable laws; (v) enforcing or defending the remedies or rights of PNB in respect of your Account; (vi) evaluating your suitability and eligibility to avail of products and services provided by PNB and select third parties and promoting and offering these products and services to you on a no commitment basis; (vii) requesting feedback and participation in surveys, seminars and the like and conducting market research and analysis for statistical purposes and market trends; (ix) enabling PNB to assign or transfer, wholly or partially, any of their rights, obligations, liabilities and causes of actions, tangible or intangible, to a third party; and (x) any other purpose related to the foregoing.

4. **Disclosure of Personal Data.** PNB will take reasonable steps to protect your Personal Data against unauthorized disclosure. By availing of the Account, you agree that we are authorized to transfer, disclose and share your Personal Data, to the extent necessary and appropriate for the foregoing purposes, to the following entities, wherever they are located: (i) PNB's overseas and domestic branches and offices; (ii) third parties selected by PNB; (iii) agents, subcontractors, vendors, service providers, and professional advisers of PNB; (iv) counterparties, correspondent banks, clearing houses, fund managers, withholding agents, trade repositories, registrars, exchanges, credit bureaus and agencies; (v) trustees, counsel, attorneys-in-fact, beneficiaries, nominees, intermediaries, or any person acting on your behalf; (vi) guarantors, sureties, security provider, or any person acquiring interests in, or assuming the risks on, your Account; (vii) relevant regulatory, administrative, judicial or quasi-judicial and law enforcement bodies and agencies, including domestic and foreign tax authorities; (viii) liquidators, administrators, executors or trustees of your assets; (ix) actual or proposed assignee/s of any rights, interests, liabilities and obligations of PNB in respect to your Account; and (x) brokers, insurers, re-insurers, loyalty program providers, and other providers of optional products and services related to your Account.
5. **Client's Rights.** You have the right to be informed of, and object to, the processing of your Personal Data, to access and to rectify any error or inaccuracy thereto. You also have the right to suspend, withdraw, or order the blocking, removal or destruction of Personal Data that is incomplete, false, unlawfully obtained, processed or used for unauthorized purpose, or prejudicial to you, and to be indemnified for damages sustained due to inaccurate, incomplete, outdated, false, unlawfully obtained or unauthorized use of your Personal Data.
6. **Effectivity of Consent.** This consent shall be valid and effective despite closure and termination of your Account. PNB shall retain your Personal Data and other information, as well as those of Connected Persons, until the expiration of the retention limit set by laws and regulations and internal policies of PNB applicable to your Account, reckoned from the closure or termination of your Account. After such period, PNB shall destroy or cause the destruction of your and Connected Persons' Personal Data and other information in a commercially acceptable manner. You hold PNB, their directors, officers, employees, authorized representatives, related companies and third party service providers, as well as the directors, officers, employees of their authorized representatives, related companies and third party service providers, free and harmless from any liability that may arise from any use, processing, verification, collection, transfer, disclosure or sharing of information made pursuant to this Consent.
7. **Client Obligations.** You agree to inform us within reasonable time of any changes in your Personal Data or any information provided, including those of Connected Persons and ensure that you have obtained the consent of Connected Persons for us to collect, process, use, transfer, share, disclose and retain their Personal Data or any information provided. You understand that suspension or withholding of your consent may unable us to provide services, implement your transactions or take any action in respect of your Account.

**By signing below, you understand and agree to this Consent as well as PNB's Data Privacy Policy provided in our website. This Consent forms part of PNB's terms and conditions of your Account.**

\_\_\_\_\_  
Signature over Printed Name

\_\_\_\_\_  
Date