



## DATA PRIVACY CONSENT FORM

By signing this consent form, I/we (as "Data Subject") grant my/our free, voluntary and unconditional consent to the collection and processing of all Personal Data (as defined below), and account or transaction information or records (collectively, the "Information") relating to me/us disclosed/transmitted by me/us in person or by my/our authorized agent/representative/s to the information database system of the Development Bank of the Philippines (DBP) and/or any of its authorized agent/s or representative/s as Information controller, by whatever means in accordance with Republic Act (R.A.) 10173, otherwise known as the "Data Privacy Act of 2012" of the Republic of the Philippines, including its Implementing Rules and Regulations (IRR) as well as all other guidelines and issuances by the National Privacy Commission (NPC).

I/we understand that my/our "Personal Data" means any information, whether recorded in a material form or not, (a) from which the identity of an individual 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, (b) about an individual's race, ethnic origin, marital status, age, color, gender, health, education and religious and/or political affiliations, (c) referring to any proceeding for any offense committed or alleged to have been committed by such individual, the disposal of such proceedings, or the sentence of any court in such proceedings, and (d) issued by government agencies peculiar to an individual which includes, but not limited to, social security numbers and licenses.

I/we understand, further, that DBP shall keep the Personal Data and Information and the business and/or transaction/s that I/we do with DBP (the "Business") in strict confidence, and that the collection and processing of all Personal Data and/or Information by DBP may be used only for any of the following purposes (collectively, the "Purposes"):

- a. to make decisions relating to the establishment, maintenance or termination of accounts and the establishment, provision or continuation of banking/credit facilities or financial products and/or services including, but not limited to, investment, trust, insurance, loan, mortgage and/or other secured transactions, financial and wealth management products and services, ATM, credit, debit, charge, prepaid or any type of card, and otherwise maintaining accurate "Know Your Customer (KYC)" information and conducting anti-money laundering and sanctions, credit and background checks;
- b. to provide, operate, process and administer DBP accounts and services or to process applications for DBP accounts, products and/or services, including banking/financial transactions such as remittance transactions and credit/financial facilities, subscription or proposed subscription of products or services (whether offered or issued by DBP or otherwise), and to maintain service quality and train staff;
- c. to undertake activities related to the provision of the DBP accounts and services, including, but not limited to, transaction authorization, statement printing and distribution, customer service and conduct of surveys, the provision of research reports, offering documents, product profiles, customer profiling, term sheets or other product related materials, administration of rewards and loyalty programs;
- d. to provide product related services and support, including, without limitation, provision of processing or administrative support or acting as an intermediary / nominee shareholder / agent / broker / market participant / counterparty in connection with participation in various products (whether such products are offered or issued by DBP, DBP's affiliates, third parties or through other intermediaries, providers or distributors);
- e. to fulfill domestic and foreign legal, regulatory, governmental, tax, law enforcement and compliance requirements [including Philippine and/or foreign anti-money laundering, sanctions and tax obligations applicable to DBP and any of its affiliates and subsidiaries, and disclosure to any domestic or foreign market exchange, court, tribunal, and/or legal, regulatory, governmental, tax and law enforcement authority (each, an "Authority", and collectively, "Authorities") pursuant to relevant guidelines, regulations, orders, guidance or requests from the Authority] and comply with any treaty or agreement with or between foreign and domestic Authorities applicable to DBP and/or any of its affiliates and subsidiaries, their agents or providers;
- f. to verify the identity or authority of my/our family members, friends, beneficiaries, attorneys, attorneys-in-fact, shareholders, beneficial owners (if relevant), persons under any trust, trustees, partners, committee members, directors, officers or authorized signatories, sureties, guarantors, other security and other individuals or representatives who contact DBP or may be contacted by DBP (collectively, the "Related Person/s"), and to carry out or respond to requests, questions or instructions from verified representatives or other parties pursuant to DBP's then-current security procedures;
- g. for risk assessment, statistical and trend analysis and planning purposes, including to carry out data processing, statistical, credit, risk and anti-money laundering and sanctions analyses, creating and maintaining credit scoring models, and otherwise ensuring potential or ongoing credit worthiness of Data Subjects and Related Person/s, including conducting banking, credit, financial and other background checks and reviews, and maintaining banking, credit and financial history of individuals (whether or not there exists any direct relationship between the Data Subject or Related Person/s, and DBP) and creating and maintaining business development plans and activities for present and future reference;
- h. to monitor and record calls and electronic communications with Data Subject/s and Related Person/s for record keeping, quality assurance, customer service, training, investigation, litigation and fraud prevention purposes;
- i. for crime and fraud detection, prevention, investigation and prosecution;
- j. to enforce (including without limitation collecting amounts outstanding) or defend the rights of DBP and/or any of its affiliates and subsidiaries, its employees, officers and directors, contractual or otherwise;
- k. to perform internal management and management reporting, to operate control and management information systems, and to carry out business risk, control or compliance review or testing, internal audits or enable the conduct of external audits;

- l. subject to DBP's compliance with applicable legal requirements, to enable an actual or proposed assignee of DBP, or participant or sub-participant or transferee of DBP's rights in respect of the Data Subject to evaluate or consummate a transaction intended to be the subject of the assignment, transfer, participation or sub-participation;
- m. to comply with contractual arrangements or to support initiatives, projects and programs by or between financial industry self-regulatory organizations, financial industry bodies, associations of financial services providers or other financial institutions (each, an "Industry Organization"), including assisting other financial institutions to conduct background or credit checks;
- n. to manage DBP's relationship with the Data Subject, which may include providing information about the Data Subject or a Related Person/s, to DBP and any of its affiliates and subsidiaries;
- o. for marketing to me/us and to individuals with similar profiles, attributes or behavior, banking, financial, credit, investment, trust, insurance, loan, mortgage, and wealth management related products or services, conducting market, product and service research, and designing or refining any products or services including by conducting data analysis, and surveys, by various modes of communication including mail, telephone call, SMS, fax, electronic mail, internet, mobile, social media, chat, biometric, and other technological tools and development;
- p. to comply with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within DBP and any of its affiliates and subsidiaries and any other use of data and information in accordance with any DBP programs for compliance with tax, sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities; and,
- q. any other transactions and/or purposes analogous to the foregoing.

At the same time, I/we agree that the Information shall be retained by DBP for as long as reasonably necessary for the fulfillment of any of the aforementioned Purposes and shall continue to be retained for a period of two (2) years from the termination of my/our, or that of Related Persons', last existing account, relationship, or any of the above Purposes.

Further, I/we understand that, with respect to my/our submission, collection and processing of the Personal Data of Related Person/s, it is my/our duty and responsibility: (i) to inform said Related Person/s of the Purpose/s for which his/their Personal Data have been submitted, collected and processed by DBP, (ii) to obtain consent from the said Related Person/s for the collection and processing of his/their Personal Data/Information in accordance with the Data Privacy Act of 2012, and (iii) to inform DBP that such consent from said Related Person/s have been obtained.

I/we hereby acknowledge that I/we have been provided with the written notification below on my/our rights as a Data Subject (each, a "Right", collectively, the "Rights") in accordance with the Data Privacy Act of 2012, to wit:

- i. to be informed whether Information and/or Personal Data is being or has been processed;
- ii. to require DBP to correct any Information and/or Personal Data relating to the Data Subject which is inaccurate;
- iii. to object to the processing of the Information and/or Personal Data in case of changes or amendments to the Information and/or Personal Data supplied or declared to the Data Subject;
- iv. to access the Information and/or Personal Data; and
- v. to suspend, withdraw or order the blocking, removal or destruction of the Data Subject's Personal Data from DBP's information database system.

I/we acknowledge, further, that if I/we was/were to exercise any of the Rights enumerated above, DBP reserves its right to re-evaluate and/or terminate its Business with me/us, as well as any of the Purposes and/or DBP services/products for which the Information and/or Personal Data has been collected and processed, subject to the terms and stipulations of the contract on which each Business was made.

I/We have read and understood the above and hereby consent to, agree on, accept and acknowledge these terms of consent for myself/ourselves and/or as agent/s for and on behalf of the principal/s I/we represent by signing below

Signed in Makati City on \_\_\_\_\_, 20\_\_\_\_.

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

or

\_\_\_\_\_  
Company Name

By:

\_\_\_\_\_  
Authorized Signatory  
Signature over Printed Name

**ADDITIONAL INFORMATION**

For inquiries or complaints, you may contact the Development Bank of the Philippines (DBP), Attention to: **the DBP Data Protection Officer or the DBP Customer Experience Management Department**, Sen. Gil J. Puyat Ave. cor. Makati Ave., Makati City, Philippines, Telephone No. (02) 8818-9511 to 20/8818-9611 to 20, email: info@dbp.ph.