

GENERAL PROVISIONS FOR PROCESSING CLIENT DATA

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1. Terms and Abbreviations Used

- 1.1. **Bank** – AS "PNB Banka", unified registration No. 40003072918, registered address: 15-2 Elizabetes Street, Riga, LV-1010; email address: info@pnbbanka.eu; website: www.pnbbanka.eu, the supervision of the Bank is carried out by the Financial and Capital Market Commission (1 Kungu Street, Riga, LV-1050; email address: fktk@fktk.lv).
- 1.2. **Data Processing** – any actions performed with Customer Data (including collection, registration, storage, modification, requesting, use, transfer of Client Data etc.).
- 1.3. **Client Data** – any information known to the Bank about a Client (e.g., name, personal number, Service Agreements, data related to Service provision).
- 1.4. **Client** – a natural person or their representative willing to use, or using, a financial Service or in any way involved in the use of a Service, and a natural person representing a legal entity willing to use, or using, a financial Service or in any way involved in the use of a Service.
- 1.5. **Third Party** – any person except a Client or the Bank.
- 1.6. If any terms or abbreviations are used in these Provisions which are not specified in this section of the Provisions, such terms or abbreviations shall be interpreted in accordance with the terms and abbreviations defined in the Bank's "General Provisions for Transactions" (hereinafter referred to as GPT).

2. General Provisions

- 2.1. The data processing controller is the Bank, which engages in processing the Client's data in accordance with these Provisions, the personal data processing principles specified in the Bank's "Privacy Policy", the Bank's "Provisions for Processing Personal Data", and the applicable laws and regulations of the European Union and the Republic of Latvia for personal data processing and protection.
- 2.2. The Bank shall treat any information it processes concerning the Client or other persons related to the Client, including documents and information otherwise presented by the Client, which is related to the Client, information about Client's Accounts and transaction performed, and the relationships between the Client and Third Parties, as confidential, guaranteeing its secrecy in accordance with laws and regulations of Republic of Latvia applicable to the activities of credit institutions, and shall not disclose it to Third Parties without the Client's consent. The provisions of this clause shall not apply to publicly available information.
- 2.3. The Bank shall, in order to monitor adherence to requirements pertaining to the legality and protection of Data Processing, and to consult the Client in matters related to Data Processing, has appointed a data protection officer, tel.: +371 67011410, e-mail: dati@pnbbanka.eu.
- 2.4. Information on the Data Processing performed by the Bank is provided in a clear and intelligible manner on the Bank's website www.pnbbanka.eu under "Privacy Policy". The information may be requested and received free of charge in hard copy format at any Client Service Location of the Bank.
- 2.5. The Bank shall process the Client's data while business relations with the Client are in effect, and shall continue to process them in order to fulfil duties specified in the applicable law, as well as following termination or suspension of the business relations between the Parties, with the purpose of protecting the Bank's legal interests.
- 2.6. The Bank shall store the Client's data in accordance with general procedure for 10 (*ten*) years following suspension of business relations with the Client, unless the applicable legislation specifies otherwise.
- 2.7. The Bank shall process the Client's data on legal grounds, to the extent necessary for the Bank to fulfil the duties specified in the GPT, the relevant Provisions of Service, or a Service Agreement, with the purpose of protecting the Bank's rights or fulfilling legal obligations specified in the applicable law.

3. Purposes of Data Processing

- 3.1. The Bank shall process the Client's data for the following purposes:
 - 3.1.1. provision of Services;
 - 3.1.2. provision of Remote Services;
 - 3.1.3. organisation of campaigns, lotteries and similar activities (including direct marketing and statistical research);
 - 3.1.4. video surveillance, ensuring security of Clients, Third Parties, and the Bank;
 - 3.1.5. performance of activities related to fulfilment of legal obligations stipulated in the applicable legislation.
- 3.2. The purposes specified in Clause 3.1 of the Provisions may include Data Processing related to:
 - 3.2.1. decision-making on provision of Services to the Client or the Provisions of Services (including Data Processing prior to concluding a Service Agreement);
 - 3.2.2. conclusion of a Service Agreement, ensuring the execution of a Service Agreement, and also evaluating the Client's solvency and financial risks, and administrating delayed Payments;
 - 3.2.3. administrating a Service Agreement, within the framework of which the Bank is entitled to process transactions and activities performed on the basis of a Service Agreement, updating Client data received from a Client, drafting lists of Client data, collecting debts;
 - 3.2.4. fulfilling requirements necessary for risk management and mitigation, performing risk management and mitigation, and drafting reports;
 - 3.2.5. adherence to prudential requirements, including capital and liquidity requirements applicable to the Bank;
 - 3.2.6. assessment of the Client's qualifications based on collected Client data and financial information;
 - 3.2.7. analysis and prediction of Client habits in order to provide special offers or more suitable Services to the Client;
 - 3.2.8. evaluation of the quality of Services provided to the Client, including the use of voice recordings and survey of Clients;
 - 3.2.9. organisation of statistical studies and analyses based on market share and other financial indicators applicable to Client groups and Services;
 - 3.2.10. development and implementation of information systems of the Bank;
 - 3.2.11. protection of the Bank's legal interests for rights that have been violated or contested (e.g., to send data to the Bank's legal counsel).
- 3.3. The Bank shall be entitled to register any orders provided using means of communication (e.g., telephone, e-mail, PNB Internetbanka), and other transactions performed by the Client, and to appropriately use such registered data in order to prove and/or reproduce the orders or other transactions, and for other purposes specified in Clause 3.1 of the Provisions (e.g., in order to evaluate the quality of a service or to fulfil a legal duty).
- 3.4. In order to protect the property of the Bank and the Client, and ensure physical security of the Client and Third Parties, the Bank may monitor the territory in its use (e.g., Client Service Locations, business premises, technical premises, ATM locations) and the nearby areas using surveillance equipment, including the monitoring of persons, items, and processes, and the Bank may store the results of such monitoring activities in digital format. The Bank shall process such Client data solely in accordance with the purpose specified in Clause 3.1.4 of the Provisions.

4. Categories of Client Data

- 4.1. The Bank shall process the Client's data included in the following categories:
 - 4.1.1. basic (including identification) data, such as:
 - 1) name, surname, personal code, date of birth;
 - 2) identification document data, citizenship, nationality;
 - 3) language of communication;
 - 4) contact information (e.g., phone number, address, e-mail address);
 - 4.1.2. data describing behaviour and habits, such as:
 - 1) information on knowledge and experience (e.g., in the field of investment);
 - 2) information on activities and the origin of funds (e.g., data on the employer, business partners, business activities);
 - 4.1.3. financial data, such as:
 - 1) basic information on Current Account or Card, ATM notifications;
 - 2) information on income and assets;
 - 3) information on obligations, previous payment experience (including debts);
 - 4) information on transactions on the Client's account and other transactions;
 - 4.1.4. electronic and telecommunications data, including:
 - 1) Client identification information;
 - 2) electronic and telecommunications traffic data;
 - 3) location data (e.g., IP address);
 - 4) electronic and telecommunications content;
 - 4.1.5. authentication details (e.g., username, password, PIN code);
 - 4.1.6. information received with the aim of fulfilling legal duties specified in the applicable law (e.g., information obtained upon the request of investigative bodies, tax institutions, court bailiffs);
 - 4.1.7. special categories of data (e.g., information on politically exposed persons).

5. Transfer of Client Data for Concluding or Ensuring the Execution of a Service Agreement

- 5.1. In processing the Client's data upon the Client's request prior to concluding a Service Agreement or with the aim of ensuring the execution of a Service Agreement, the Bank shall be entitled to transfer the Client's data to the following Third Parties:
- 5.1.1. a person or organisation (e.g., payment intermediary, correspondent bank, e-invoice issuer, international card organisation, ATM manager, insurer, notary, provider of a surety or guarantee, pledgee, point of sale and payment system operator, provider of translation, printing, communication and mail services etc.) involved in the execution of a Service Agreement;
 - 5.1.2. payment service provider involved in the execution of transactions (Payment, securities etc. transactions) performed with the Bank's mediation, provided that:
 - 1) the payment service provider involved in the execution of transactions executed with the Bank's mediation may be operating in a country, for which no decision has been taken regarding the adequacy of data protection, or which does not provide sufficient guarantees regarding effective access to means of legal protection, whereupon the Bank is unable to ensure that the Client's data would be processed in accordance with the requirements equivalent to those in effect within the European Union;
 - 2) the payment service provider involved in a transaction executed with the Bank's mediation might be obliged to disclose the Bank's transaction data and appropriate Client data to an authorised state institution of the relevant country in cases specified in the applicable law of the relevant country, particularly with the purpose of facilitating tax administration and preventing financing of terrorism and money laundering;
 - 5.1.3. a state registry, if it is necessary to verify the compliance of the Client's financial data and documents submitted to the Bank with the reality, or to a private payment obligation delinquency registry, provided that the Client has failed to fulfil their financial obligations to the Bank in due time;
 - 5.1.4. a person providing Services on behalf of the Bank or processing the Client's data upon the Bank's assignment;
 - 5.1.5. credit institutions and financial institutions in the Republic of Latvia and other countries, in response to requests aimed at collecting information regarding the Client with the purpose of evaluating the Client's trustworthiness and preventing financing of terrorism and money laundering;
 - 5.1.6. a new creditor, provided that the right of claim is being assigned to the new creditor or a Third Party involved in the transfer of a Service Agreement.

6. Transfer of Client Data in Compliance with Legal Duties Specified in Applicable Legislation

- 6.1. In processing Client data, the Bank shall be entitled to, in order to fulfil a legal duty applicable to the Bank, without the Client's consent, forward the Client's data to the following Third Parties:
- 6.1.1. institutions supervising credit institutions;
 - 6.1.2. institutions involved in combating money laundering or the financing of terrorism;
 - 6.1.3. institutions for preventing and combating corruption;
 - 6.1.4. tax administration institutions;
 - 6.1.5. courts and law enforcement institutions;
 - 6.1.6. other state bodies, institutions, or officials, in the cases specified in the applicable law.
- 6.2. In transferring Client data in accordance with the procedure specified in Clause 6.1 of the Provisions, the Bank shall not be obliged to notify the Client about the transfer of Client data.

7. Obtaining of Client Data from Third Parties

- 7.1. In processing the Client's data upon the Client's request prior to conclusion of a Service Agreement or in order to ensure the execution of a Service Agreement, or in order to fulfil a legal duty applicable to the Bank or protect the Bank's legal rights, the Bank shall be entitled to receive Client data from the following Third Parties:
- 7.1.1. state registries, if the Client's financial data and documents submitted to the Bank must be verified for correspondence to the truth, or where necessary in order to evaluate the Client's solvency or the risks of money laundering and financing of terrorism;
 - 7.1.2. private payment obligation delinquency registries, where necessary in order to evaluate the Client's solvency or the risks of money laundering and financing of terrorism;
 - 7.1.3. other publicly available resources, if the Client's financial data and documents submitted to the Bank must be verified for correspondence to the truth, or where necessary in order to evaluate the Client's solvency or the risks of money laundering and financing of terrorism.

8. Data Processing for Direct Marketing and Survey Purposes

- 8.1. The Bank shall process the Client's data with the Client's consent for the purposes of:
- 8.1.1. implementing marketing campaigns, offering and advertising Services of the Bank and loyalty advantages;
 - 8.1.2. offering participation in contests, lotteries, campaigns and similar activities;
 - 8.1.3. offering and advertising the products or services of the Bank's contractual partners;
 - 8.1.4. prompting an opinion or evaluation of the Services provided by the Bank, and the quality of services, through participation in surveys.

- 8.2. The Client may revoke consent specified in Clause 8.1 of the Provisions and decline advertising or other offers by submitting an application in paper format at any Client Service Location, or by sending an order in electronic format via PNB Internetbanka, or by communicating an order via telephone, contacting the Bank's Contact Centre and identifying themselves using their voice password.

9. Rights of the Client Related to Data Processing

- 9.1. The Bank shall provide the following rights to the Client in connection with Data Processing:
- 9.1.1. receiving information on the Data Processing performed by the Bank, the legality thereof, and the rights of the Client;
 - 9.1.2. accessing Client data;
 - 9.1.3. rectifying Client data;
 - 9.1.4. erasing Client data;
 - 9.1.5. restricting Data Processing;
 - 9.1.6. receiving and sending Client data (including with the Bank's mediation, if technically feasible) which the Client has provided to the Bank;
 - 9.1.7. objecting to Data processing, including regarding any automated decision-making or profiling.
- 9.2. The rights specified in Clause 9.1 of the Provisions shall be exercised in accordance with the personal data processing principles specified in the Bank's "Privacy Policy", upon submitting a request in accordance with the procedure specified in the Bank's "Personal Data Processing Regulations".
- 9.3. The Client may at any time initiate the exercise of rights specified in Clause 9.1 of the Provisions in full, and the Bank shall be obliged to fulfil such request in due time, with the exception of cases where the Client's rights are restricted, and the obligations of the Bank regarding processing of Client data are determined by legal duties specified in the applicable law, or as necessary for the Bank to fulfil the provisions of a Service Agreement, or to implement the Bank's legal interests.

10. The Client's Right to Lodge a Complaint

- 10.1. The Client shall be entitled to submit an application in accordance with the procedure specified in the Bank's "Personal Data Processing Regulations" regarding a possible violation of personal data protection or security incident.
- 10.2. The Client shall be entitled to lodge a complaint to the Bank regarding the legality of Data Processing activities performed by the Bank, by submitting an application in accordance with the procedure specified in the Bank's "Personal Data Processing Regulations". A complaint in accordance with this clause of the Provisions shall be reviewed by the Bank's Data Protection Commission in accordance with the procedure specified in the Bank's internal regulations.
- 10.3. The Client shall be entitled to lodge a complaint to the Data State Inspectorate regarding the conformance of the Bank's Data Processing activities to the provisions of the applicable legislation for the protection of personal data.

11. Related Documents

- 11.1. Bank's "General Provisions for Transactions".
- 11.2. Bank's "Privacy Policy".
- 11.3. Bank's "Personal Data Processing Regulations".
