



CLIENT CONSENT AND DATA PRIVACY STATEMENT

Consent on Processing, Profiling and Sharing of Data and Information

Please read these provisions (the “Consent”) on Processing, Profiling and Sharing of Data and Information thoroughly. All provisions herein are based on the *Data Privacy Act of 2012* and shall form part of *FICOBank’s Data Privacy Statement*. As such:

- I hereby agree that my application or continued patronage of any of FICOBank’s products and services shall be deemed as my acceptance and agreement to be bound by the provisions of these terms.
- I hereby agree that all personal data, customer data and account or transaction information or records relating to me with FICOBank from time to time may be processed, profiled or shared to, by and between authorized personnel or data recipients and for the purposes, as set out in FICOBank’s Data Statement in force, provided by FICOBank to me from time to time or for compliance with any law, regulation, government requirement, agreement or policy or as required by or for the purpose of any court, legal process, examination, inquiry, audit or investigation of any Authority. The aforesaid terms shall apply notwithstanding any applicable non-disclosure agreement. I acknowledge that such information may be processed or profiled by or shared with jurisdictions, which do not have strict data protection or data privacy laws.
- I agree that the Data Statement, from time to time in force, shall in all respects apply in relation to my application, account and any matter arising therefrom or incidental thereto. I agree that the Data Statement is deemed to be incorporated by reference into this Consent.
- I understand and agree that I must provide FICOBank with such information, as FICOBank may require from time to time, so as to enable FICOBank or the relevant data recipient(s) to comply with any law or regulation, government requirement, agreement or policy or for the purpose of any court, legal process, examination, inquiry, audit or investigation of any Authority.
- I consent, in connection with any proposed novation, assignment, transfer or sale of any of FICOBank’s rights and/or obligations with respect to or in connection with my account and any products, facilities and services available in connection with the account, to any novatee, assignee, transferee, purchaser or any other person participating or otherwise involved in such transaction, to the disclosure, to any such person, by FICOBank, of any and all information that may be required in relation thereto.
- I understand and consent that the processing, profiling and sharing apply during the prospecting and application stages, as well as for the duration of and even after the rejection, termination, closure or cancellation of the account or relationship or services for a period of at least five (5) years from the termination of my last existing account or relationship or that of the personnel as determined by FICOBank. Where FICOBank deem it necessary or are required to fulfill legal, regulatory, governmental, tax, law enforcement and compliance requirements and disclosure to each of the Authority or Industry Organization, I understand and consent that the storage will be made even after a period of five (5) years from such Termination until the final conclusion of any requirement or disclosure obligation, dispute or action.
- For any update, change, supplement, reconfirmation or remediation of the Data Statement and/or these consents, I hereby specifically authorize the following to accept the Data Statement and to provide the consents anew to FICOBank on my behalf in any acceptable form or evidence as determined by FICOBank:
 - a) Any one of the accountholders in a joint account or relationship;
 - b) Any one of the security party or guarantor in a borrowing account or relationship;
 - c) Company representative(s) in an institutional or corporate client; or
 - d) Where any one of the above is not present, as determined by FICOBank, or any person as has been authorized by me to act on my behalf.
- These provisions shall be in addition to, and not in substitution for, any other provision agreed to between FICOBank and I (whether before or after the date hereof), which gives broader rights of disclosure to FICOBank than contained herein.

As such, I hereby acknowledge that I have a right of access to my personal data, to require the correction of any inaccurate data, or to request the destruction of personal data pertaining to me that are no longer necessary for the purpose for which they were obtained subject to the procedures prescribed by FICOBank in regard to which I may contact the following: (078)-307-2675 / 307-3364 or 307-0051.

Signature over Printed Name

Date