

This Agreement explains when and why we collect personal information, how we use it, the conditions under which we may disclose it to others and how we keep it secure.

The following words when used in this Agreement, shall have the meaning assigned thereto hereunder:

- a. **“you”** and **“your”** means the entity or your representative/s; and,
- b. **“we”**, **“us”** and **“our”** means BANK OF VALLETTA P.L.C. – Wealth Management which provides the Service/s to you.

1. Definitions

In this Agreement the following terms shall be attributed the following meaning, unless the context clearly implies otherwise:

“Applicable Law” shall mean the Data Protection Act, Chapter 440 of the Laws of Malta and the European General Data Protection Regulation (Regulation 2016/679), as may be amended from time to time, or any other privacy and data protection laws that may become applicable;

“Data Protection Officer” means the data protection officer appointed by us;

“Personal Data” shall mean personal data provided to us by you, as defined by the Applicable Law;

“Process, Processing, Processed or Processor” shall have the meaning assigned to them by the Applicable Law;

“Privacy Authority” shall mean the relevant supervisory authority with responsibility for privacy and data protection matters as may be applicable;

“Technical and Organisational Security Measures” means the particular security measures intended to protect the Personal Data under Applicable Law and as may be further specified by us or as the same may be updated or reissued from time to time;

All other capitalised letters shall have the same meaning found under BOV Wealth Management Terms of Business Agreement (the **“Terms of Business”**).

2. Scope

You acknowledge and accept that we will Process any Personal Data for the reasons set out in this Agreement, as provided under the Terms of Business and/or otherwise as is necessary to provide you with the Service/s, including:

- a. To provide you with statements and to provide you with products and services;
- b. For internal assessments and analysis (including credit behaviour scoring, market surveys, research market, administrative processes and product analysis);
- c. For the detection and prevention of fraud and other criminal activity which we are bound to report;
- d. For the development and improvement of our systems, products and services;
- e. In the recording of telephone conversations or electronic communications which result or may result in transactions which recording will take place in such instances set out in the Terms of Business or as otherwise required in terms of applicable law;
- f. For direct marketing, such as informing you by mail, telephone, or electronically, about events and/or about other products and services supplied by us, any member of the BOV Group, any associates, agents and by other carefully selected third parties, and for research purposes;
- g. To comply with our legal and/or regulatory obligations which are imposed on us, including (amongst others) MiFID II, money-laundering detection and reporting, obligations under FATCA and CRS, and other obligations imposed upon us in terms of applicable law; and
- h. To contact you for quality assurance purposes.

3. Duration

The duration of this appointment shall remain in force for the term of the Terms of Business and shall automatically terminate upon termination of the Terms of Business. The termination of this Agreement shall not prevent us from retaining or otherwise processing any Personal Data in accordance with our legal and/or regulatory obligations.

4. Processing Obligations

We shall:

- a. only Process Personal Data in line with the scope of Processing as set out in Clause 2 of this Agreement and in accordance with Applicable Law,;
- b. only Process Personal Data within and outside the EU/EEA in accordance with Applicable Law;
- c. Share Personal Data with third party service providers, agents, delegates, sub-contractors and/or any other party which may be engaged or otherwise used by us (including suppliers of the bank and any person engaged by us to carry out printing services) for any purpose in connection with the Terms of Business.
- d. not transfer nor authorise the transfer to any third party not provided under (d) above, without your prior written consent;

- e. upon termination of this Agreement for any cause, any and all Personal Data shall be destroyed or returned to you, as we may determine, unless we are prevented by law from doing so;
- f. maintain a record of all Processing activities in line with the Applicable Law;
- g. inform you if:
 - i. (a) the Privacy Authority contacts us regarding the Service/s or the Processing;
 - ii. (b) there is a request for the transfer or disclosure of Personal Data to the Privacy Authority or any other applicable public authority, unless notification is prohibited by law; and
 - iii. (c) there is a request for access, correction, blocking or deletion of Personal Data directly from a data subject; and,
- h. co-operate with and assist you, if there is a request from a data subject for access, correction, blocking, transfer or deletion of Personal Data Processed in the provision of the Service/s.

5. Security & Organisational Measures

We shall implement and maintain appropriate and sufficient Technical and Organisational Security Measures, taking into account the nature, scope, context and purposes of the Processing to protect Personal Data against unauthorised accidental or unlawful destruction or loss, damage, alteration, unauthorised disclosure or access to personal data transmitted, stored or otherwise processed and shall be solely responsible to implement such measures.

We shall ensure that our staff who Process Personal Data are aware of the Technical and Organisational Security Measures and we shall ensure that such staff are bound by a duty to keep Personal Data confidential.

We shall implement appropriate and sufficient processes and any Technical and Organisational Security Measures that ensure that your reasonable instructions can be complied with, including but not limited to requests for access or any exercise of data subject rights in respect of their Personal Data.

6. Third Parties

You hereby acknowledge that we may appoint third party sub-processors, agents, delegates, contractors, service providers and/or any other third parties to whom Personal Data may be transferred in connection with any purpose set out in the Terms of Business (including suppliers of the bank and any person engaged by us to carry out printing services).

7. Data Breach

We shall inform you without undue delay in writing of any actual breach of security affecting us which is likely to result in a risk to the rights and freedoms of the data subjects affected, including but not limited to, unauthorised accidental or unlawful destruction or loss, damage, alteration, unauthorised disclosure or access to Personal Data stored, transmitted or otherwise Processed by us, and against any and all other unlawful forms of Processing.

8. Indemnity

You remain solely responsible for the Personal Data and for making sure that, in providing us with such data and throughout the provision of Service/s, you fully comply with the Applicable Law. In so doing, you will obtain and maintain any required consents necessary to permit the processing of the Personal Data under this Agreement.

The indemnities that you provide under the Terms of Business shall apply mutatis mutandis to this Agreement.

This clause shall survive termination of this Agreement.

9. Contact Person

For more information relating to this Agreement, kindly contact your financial advisor at the contact details provided to you.

The DPO can be contacted:

- by e-mail at dpo@bov.com;
- by phone on (356) 2275 3700; and/or
- by postal mail at:
Bank of Valletta p.l.c.
Centris Business Gateway, 2nd Floor, Suite 2
Triq il-Palazz I-Aħmar
L-Imrieħel, Birkirkara SVR 1451
Malta.

We may update and/or amend this Data Protection Policy at our sole discretion, the latest version can be accessed through <http://www.bov.com/content/privacy>.