

PRIVACY AGREEMENT (LUNA WEBSITE)

This Privacy Agreement was last updated on July 29, 2022.

This Privacy Agreement (“**Privacy Agreement**”) by Luna Securities Inc. (formerly: VSec.com, Inc.) (the “**Corporation**”, “**LUNA**”, “**we**”, or “**us**”) applies to persons (collectively “**Users**”) availing of LUNA’s Services as a registered Broker-Dealer as described in its website accessible at lunasecurities.com (the “**Site**”), and such other services as LUNA may provide from time to time (collectively “**Services**”). Users shall be collectively referred to herein as “**you**”.

If you do not agree to be bound by all of the terms of this Privacy Agreement, please exit the Site immediately and do not use the Site nor contact LUNA for its Services. We may, at any time and at our sole discretion, amend and update this Privacy Agreement; provided, that any amendment shall be communicated to you via the Site and/or your registered email address. You acknowledge and agree that your continued use of our Services after our notification to you of any amendment to this Privacy Agreement shall be deemed as your consent to the amended/updated Privacy Agreement.

You are responsible for regularly reviewing this Privacy Agreement. Any such amendments, modifications and/or updates will be effective immediately upon posting on the Site. Your continued use of our Services after the posting of such amendments, modifications and/or updates confirms your acceptance and consent to be bound by the Privacy Agreement, as amended.

I. COLLECTION OF PERSONAL INFORMATION

Under this Privacy Agreement, your Personal Information (“**Personal Information**”) which we collect shall include, but is not limited to your:

- Full name;
 - Residential address;
 - Telephone number;
 - Mobile phone number;
 - Email address
 - PSE Generated Client Trading Account Code;
 - Occupation and the name, address and phone number of your employer, if employed; ▪
- Valid government I.D. such as:
- Passport Number,
 - Driver's License Number,
 - National I.D.
 - Unified Multi-Purpose I.D.
- Sources of funds;
 - Nationality;
 - Country of Birth;
 - Gender;
 - Specimen signatures;
 - Taxpayer Identification Number and tax status;

- Whether you are employed by or otherwise associated with another Broker-Dealer (e.g., officer, director, salesman, shareholder);
- Whether you are an officer or director of a company listed on an Exchange;
- Financial information; and
- Investment objective and profile.

LUNA may also collect from time to time any other information as it may deem necessary and, subject to your consent, to create and/or maintain your account with LUNA to access the Services. The Personal Information that we collect may also refer to any other information whether recorded in a material form or not, from which your identity is apparent or can be reasonably and directly ascertained by us (i.e. recording of oral consent and/or communication with LUNA in relation to our Services), or when put together with other information would directly and certainly identify you. Personal Information shall include both Personal Information and Sensitive Personal Information as defined under Republic Act No. 10173 or the Data Privacy Act of 2012 (the “**DPA**”).

LUNA collects Personal Information from or about you in the following manner:

- i. When you access the Site (i.e. as an non-registered visitor);
- ii. When you respond to our company and service-related communications; and/or iii. When you access and use our Services.

LUNA processes Personal Information to fulfill our contractual obligations to you, comply with legal obligations and regulatory requirements, or as may be reasonably necessary to conduct our business. In all cases where we process Personal Information, we will uphold your rights under the DPA, including its Implementing Rules and Regulations (“**IRR**”) as well as other issuances of the National Privacy Commission (“**NPC**”) (collectively, the “**Law**”).

By accepting this Privacy Agreement and submitting the required Personal Information, you consent to such collection, disclosure, processing and retention thereof. You hereby expressly waive and release us from any and all liability, claims, causes of action or damages arising from our legitimate use of the submitted information or Personal Information

II. USAGE AND AUTOMATICALLY COLLECTED INFORMATION

When you access or use the Site and/or our Services, we automatically collect information about you, including:

- i. Financial information and Investment Objectives. We collect financial information and investment objectives related to your use of the Services.
- ii. Log information on the Site. We collect about your use of the Site; including the type of browser you use, app version, access times, pages viewed, your IP address and any other network identifiers.
- iii. Use of the Services. We collect records of your financial transactions pursuant to any cash-in/withdrawal/buy/sell order you communicate to us.
- iv. Location information. In accordance with your device permissions, we may collect information about the geo-location of your device.

II. USE OF PERSONAL INFORMATION

LUNA may use and process your Personal Information consistent with this Privacy Agreement, the Terms and Conditions, and the Law, for the following purposes:

1. For the purposes of contracting with or providing you access to the Site and our Services, which shall include the disclosure of your Personal Information as may be necessary with the Philippine Securities and Exchange Commission (“SEC”) Philippine Stock Exchange (“PSE”), the Securities Clearing Corporation of the Philippines (“SCCP”), Capital Markets Integrity Corporation (“CMIC”), Credit Information Corporation (“CIC”), the Anti-Money Laundering Council (“AMLC”), the authorities authorized to process Foreign Accounts Tax Compliance Act (“FATCA”) reports, and other government agencies and instrumentalities including our third-party service providers enumerated in Annex “A”.
2. To respond to questions, comments, and feedback from you;
3. To communicate with you for any of the purposes listed in this Privacy Agreement and our Terms and Conditions;
4. To enhance or develop the Site and our Services;
5. To conduct studies and researches for the purpose of reviewing, developing and improving the Site and our Services;
6. To perform profile analysis, behavioral modeling, and analytics to understand needs, preferences, and market trends to be able to improve and recommend suitable Services;
7. To verify your identity and carry out checks required to conduct by applicable laws and regulations, including but not limited to, “know-your-customer”, anti-money laundering and politically exposed person checks;
8. To communicate with you on matters related to your account, including, to request any additional information or documentation;
9. To provide you with notices related to your account, general updates, market updates and other marketing materials;
10. To perform certain protective safeguards against improper use or abuse of the Site, and our Services including fraud prevention;
11. To comply with our operational, audit, and administrative processes, policies and procedures, the Terms and Conditions governing the Site and our Services, legal and regulatory requirements of government regulators, judicial, supervisory bodies, tax authorities, or courts of competent jurisdiction, as the same may be amended or supplemented from time to time;
12. To comply with legal and regulatory requirements and respond to court orders and other instructions

and requests from any local authorities including regulatory, governmental, tax and law enforcement authorities or other similar authorities, as may be applicable; and

13. To perform other such activities permitted by law or with your consent.

You may update your profile with us at any time. You further agree to update such information upon LUNA's request, if LUNA considers the information provided as untrue, incorrect, incomplete, and/or inconsistent with other information provided by you at any time. You acknowledge that you may rely upon such information and that you are responsible for any damages or losses which may result from any inaccuracies, including but not limited to, the inappropriateness of our Services to your profile. You do not have to provide the information to complete your profile, however, if you choose not to, we may be unable to offer LUNA's full functionalities to you.

III. STORAGE OF PERSONAL INFORMATION

All information provided to us may be stored, processed, and/or accessed by us, for business purposes, including for marketing, service development and improvement, industry and market, research, and such other lawful purposes consistent with this Privacy Agreement, our Terms and Conditions, including applicable Terms and Conditions of third-party applications, and the Law.

Your Personal Information shall be retained for as long as you remain as a User of the Site, consistent with this Privacy Agreement, and until such time as you choose to terminate your account with us, unless otherwise a longer period is required by Law. We undertake to delete your personal information from the time that the information is no longer necessary pursuant to the above conditions.

IV. DISCLOSURE OF PERSONAL INFORMATION

Subject to any limitation and consistent with the guidelines set under the Laws, you consent that we may provide any information collected from you and available to us about you and in connection with your use of the Site to third parties which include the following –

1. With the directors, officers, staff and employees of LUNA;
2. With the SEC, PSE, AMLC, SCCP, CMIC, CIC, AMLC, the authorities authorized to process FATCA reports, and other government agencies and instrumentalities as may be necessary to perform the Services;
3. With our third-party providers listed in Annex “A” of this Privacy Agreement with whom you choose to let us share your Personal Information;
4. With our affiliated entities and their employees that provide services or conduct data processing, data centralization and / or logistics purposes on our behalf;
5. With vendors, consultants, marketing partners, and other service providers who need access to such information to carry out work on our behalf, such as work-related but not

limited to:

- a. compliance with legal requirements;
 - b. enforcing our Terms and Conditions or such other applicable policies with respect to the services that we provide;
 - c. addressing fraud, security or technical issues, to respond to an emergency or otherwise to protect the rights, property or security of our customers or third parties; or
 - d. carrying out all other purpose set out above;
6. With regulators, law enforcement officials, government authorities, or any competent authority in response to a request for information if we believe that disclosure is in accordance with, or is otherwise required by, any applicable law, regulation, or legal process, or not inconsistent with our Terms and Conditions available at [\[link\]](#), including the following instances:
- a. there is a complaint, dispute, or conflict relating the App or any proceedings in defense of claims or enforcement of rights and/or upon any compulsory order by a court of competent jurisdiction or any other ground/s allowed under applicable law;
 - b. it is necessary to enforce the Terms and Conditions;
 - c. it is required by applicable law, regulation, ordinance, license, or operating agreement; or
 - d. it is necessary to protect our safety, rights, property, or security or that of any third party; to detect, prevent, stop or otherwise address fraud, security, technical issues or any activity which we, in our sole discretion, consider to be, or to pose a risk of being, illegal, unethical, or legally actionable;
7. With any other entity in connection with, or during negotiations of, any merger, sale of company assets, consolidation or restructuring, financing, or acquisition of all or a portion of our business by or into another company.

The data shall be provided in a manner and form as specified in a separate contract or agreement. LUNA and third parties shall take reasonable measures to protect the data from breach of the agreement or any part thereof or from unauthorized and unlawful disclosure to other parties.

The following shall be observed in sharing data:

- The amount of information that shall be collected and processed are defined.
- The information shall be provided only to the authorized recipients of date.

- LUNA may withhold or order to cease processing or sharing of data at any time if it deems that such processing or disclosure is contrary to Law or adversarial to LUNA's interests.
- LUNA may share anonymized or aggregated information internally and with third parties for any purpose. Such information will not identify you individually.

V. SECURITY AND INTEGRITY OF INFORMATION

LUNA fully recognizes the value of your Personal Information. Appropriately, we strive to maintain the confidentiality, integrity and availability of your personal information by employing physical, technological and organizational safeguards. We are committed to implementing physical, technological and organizational safeguards to protect Personal Information against loss, misuse, damage and unauthorized processing, access, disclosures or modifications of Personal Information. We train our employees to properly handle your information. Whenever we engage other companies to provide services for us, we require them to protect your Personal Information aligned with our own security standards. We continuously review and enhance our security policies and security measures to consistently maintain a high level of security.

We also require that you use a personal username and password every time you access your account online. As set out in our Terms and Conditions, you must not share your Username and Password with anyone else.

VIII. COOKIE POLICY

This Cookie Policy describes what cookies are and how LUNA uses them in the Site and how it affects its content or services.

This Cookie Policy provides the types of cookies we use, the information we collect and how the information is used. Our Cookie Policy is part of our Privacy Agreement. By accessing and / or using the Site, you agree with the use of cookie as described in this Cookie Policy. If you choose to use the Site without blocking or deactivating the cookie or choosing other technologies to avoid the cookie, you agree to the use thereof and to the collection of personal data in accordance with this Cookie Policy and our other privacy policies.

What is a Cookie?

A cookie, according to Merriam-Webster, is “a small file or part of a file stored on a World Wide Web user's computer, created[,] and subsequently read by a website server, and containing personal information (such as a user identification code, customized preferences, or a record of pages visited)”.

Cookies are a small piece of information (including but not limited to small text files) that can be transferred by the web server and/or stored in a web browser, computer hard drive, cellular phone, tablet, other personal communication devices, applications or web tool (“**Device**”). Small graphic images such as “pixel tags” or “clear GIFs”, or small computer files, computer programs, and similar technologies that store information on your Device or collect information or help us to identify you, your account or Device can also be included on our *Dingdong Platforms*. Cookies

are widely used to remember you and your preferences, either for a single visit or multiple repeat visits.

Why do we use Cookies?

When you visit Site, your “cookies” are used to customize, enhance, and optimize your browsing, user, and overall experiences. Some cookies are also stored in the Site since they provide various functions and facilitate certain features, such as storage of certain information that can be retrieved by the web server which can make the internet surfing experience more comfortable and useful for all users.

Anyone who uses multiple accounts or devices (including computers with different browsers) has several sets of cookies. In addition, cookies do not distinguish between several users who share the same user or device account. If more than one browser is used on a computer, each usually has a separate cookie store. Cookie can have no expiration date and can remain stored on your device for months.

Cookies cannot be used to get data from your hard drive, retrieve e-mail addresses or steal sensitive or personal information about you. The only way you can make any personal information part of your cookie file is if your device provides that information to a web server.

For more information about cookies, see www.aboutcookies.org, or www.allaboutcookies.org. You can also refer to our Privacy Policy which explains how we protect your privacy in the use of information and data about you.

While the cookies that we use may change from time to time as we improve and update our *Site*, we use cookies for the following purposes:

- a. It helps us verify your account and protect its security by detecting malicious activities. For example, we can identify and impose additional security measures when someone attempts to access your account without your authorization such as by rapidly guessing different passwords;
- b. It helps us combat violations of our Terms and Conditions or otherwise degrades our ability to provide our Services;
- c. It helps us provide you with the relevant content and Services through our Site administration. For example, we can show you ads and recommendations in relation to your business;
- d. It distinguishes you from other users when you return to our Site which allows maximum and convenient browsing experience. For example, cookies can tell us your language and communication preferences; and
- e. It ensures and improves the performance of our Site in terms of user navigation and usability and helps us evaluate the effectiveness of our marketing efforts.

What Types of Cookies do we Use?

If you want to know more about certain Cookies that we use, please refer to the information below:

a. Strictly Necessary Cookies

This cookie is important for the feasibility of operating our Site. This cookie allows you to move around our Site and the Sites' features such as remembering previous actions when navigating back to a page in the same session. Cookie allows you to access parts of our Site which are restricted to registered users. Without this cookie, you cannot enter or return to the Site or move through various parts without having to continuously identify yourself by sending back your data (for example, an encrypted username or customer identification number). This cookie also helps us to protect the security of your account by notifying us when several people log in from the same device or account.

b. Functionality Cookies

This cookie is used in our *Site* administration to:

1. allow us to improve the user experience by enabling us to personalize our content for you, greet you by name, remember your preferences (for example, choice of language or region) and the type of information that you are interested in receiving when you visit certain sites (for example , if you choose the option "remember me on this computer"); and
2. allows us to remember your related information during your current visit, and any future visits when you register with us or fill out our online form, provided that the cookie is not temporarily deleted.

c. Targeting / Advertising Cookie

This cookie records your visit to the *Site* and our content that you have visited and the links that you have followed. We will use this information to interpret or conclude what interests you, display advertisements that are relevant to your interests, and build your profile and customize information about you. based on indicated preferences, other information we have about you as a user, and information available from external sources.

d. Analytical/Performance Cookies

This cookie allows us to collect statistical data for analysis to ensure that our *Site* is functioning properly. It allows us to identify *Site*' errors or poor performance in terms of navigation and usability. It also helps us evaluate the effectiveness of our marketing efforts. The information we compile includes but is not limited to:

- i. the domain name and country of origin of the internet service provider;
- ii. the volume of traffic of our site or web pages viewed;

- iii. patterns of use of our Site;
- iv. address of sites visited before and after visiting our Site;
- v. referral page information to track the success of our marketing efforts in attracting people to our Site;
- vi. user responses to various advertising campaigns and user activities;
- vii. “click stream” activities or the paths taken by visitors in a site as they navigate from one page to another, how the users move around our Website and the files that are downloaded;
- viii. transactional attributes in accordance with the information you have voluntarily provided while using our Site; and
- ix. over-all Site’s performance.

How to Avoid and/or Deactivate Cookies?

You can decide on how your device will accept, limit or block cookies by configuring your preferences or choices through your web browser settings. In addition, you can also configure multiple devices to notify you when a cookie is being placed and thereafter decide whether you will accept the cookie. You can also request to activate “private browsing”, a function offered by most web browsers. Even though private browsing does not totally block cookies, this will allow you to delete all cookies specific to the browser and device every time you close the browser or activate private browsing on that particular device. Some applications or web tools (e.g., Flash Cookie) allow you to restrict or block cookies in different ways or through different processes.

Your device, application or web tool can or cannot include one or all of the above functions to allow you to set cookies. For more information about whether the function is available and how the functionality works, visit the help menu on your device, application or web tools. Functionality on your device, application or web tools can be set through a different interface than the one provided by your web browser.

If you only browse our Site and you are not a registered user, you may still be able to use the Site without agreeing to our cookie. However, limiting or blocking cookie can affect the usability of the Site. For example, you might not be allowed to watch videos or view other Site contents.

You may choose to change the settings of your online browsers to prohibit, restrict, or at least notify you of cookie collection. We inform you that disabling collection of cookies may affect or completely disable some features or portions of our Site or prevent us from performing our Services.

IX. UNSOLICITED IDEA SUBMISSION POLICY

Unsolicited idea (“**Unsolicited Idea**”) refers to any suggestions including, but not limited to, ideas for new or improved services or technologies, service enhancements, processes, materials, marketing plans or new service names, artworks, new advertising campaigns, and new promotions. LUNA or any of its employees do not accept or consider Unsolicited Ideas or suggestions from you at all times.

We strongly request you not to submit any of your original creative work or suggestion in any form available to improve and enhance our services to us or any of our employees.

The sole purpose of this policy is to avoid potential misunderstandings or disputes when our

services or marketing strategies might seem similar to the unsolicited ideas or suggestions submitted to us. If, despite our request that you not send us any of your ideas or suggestions, you still do so, then regardless of what you expect from us in view of your submission, you are deemed to have agreed upon the following:

- i. LUNA will automatically own your submission(s) and their contents as its property, without any compensation or recognition to you;
- ii. LUNA may use, sell or redistribute the submission(s) and their contents for any purpose and in any way as it deems fit;
- iii. LUNA does not have any obligation to review any submission(s); and iv. LUNA does not have any obligation for to keep any submission(s) confidential.

X. DATA PRIVACY RIGHTS

Under the Law, you are entitled to the following data privacy rights:

- i. the right to be informed whether your Personal Information shall be, are being, or have been processed;
- ii. the right to object to the processing of your Personal Information;
- iii. the right to reasonably access your Personal Information;
- iv. the right to dispute the inaccuracy or error in your Personal Information and have us correct it immediately and accordingly;
- v. the right to suspend, withdraw, or order the blocking, removal or destruction of your Personal Information from our records;
- vi. the right to file a complaint with the NPC for any violation of your data privacy rights;
- vii. the right to be indemnified for any damages sustained due to such inaccurate, incomplete, outdated, false, unlawfully obtained or unauthorized use of your Personal Information not in accordance with this Statement; and
- viii. the right to data portability of your Personal Information.

In respecting your data privacy rights, you may opt to tell us:

- i. not to send you marketing materials via email;
- ii. not to share your information with our subsidiaries and affiliates or with other companies that we have business with provided that such information is not critical nor required by applicable laws and regulations in maintaining the services that you have availed with us;
- iii. to provide you with information that we currently have about you subject to restrictions applied to us as a company operating in the Philippines by certain laws and regulations;

iv. to update your information; and

v. about your other concerns relating to how we collect, use, share, protect or dispose your information.

In respect of your right to access and/or correct your Personal Information, LUNA has the right to refuse your requests to access and/or make any correction to your Personal Information for the reasons permitted under the law, for example where the expenses of providing access to you is disproportionate to the risks to your or to another person's privacy.

XI. FEEDBACK

LUNA welcomes any feedback from you regarding any area of our existing services or marketing strategies as you use the Site and/or our Services. You may send your specific feedback through lunacares@lunasecurities.com. Any feedback you provide to us shall be deemed to be non-confidential. We shall be free to use such information on an unrestricted basis.

In sending your feedback, please do not include any Unsolicited Ideas that are contrary to law, morals, customs, public policy, public order or any of our company's existing policies. Your feedback is highly appreciated as it serves as a way for us to improve our services and best satisfy your needs.

For any queries, clarifications or requests on any aspect of this Privacy Agreement, the exercise of your rights pertaining to your Personal Information or to provide any comment about our processing of Personal Information, please get in touch with us: dataprivacy@lunasecurities.com

XI. CHANGES TO THIS PRIVACY AGREEMENT

From time to time we may modify, update or amend the terms of this Privacy Agreement by placing the updated Privacy Agreement on our website. The effective date of such modifications, updates or amendments will be noted at the end of the Privacy Agreement. You should therefore review it periodically so that you are up to date on our most current policies and practices. If we make material changes to our practices regarding the processing and/or use of your Personal Information, your Personal Information will continue to be governed by the version of the Privacy Agreement to which such Personal Information was subject (prior to those changes), unless you have been provided notice of, and have not objected to, the changes. By continuing to communicate with LUNA, by continuing to use our Services or by your continued engagement with LUNA following the modifications, updates or amendments to this Privacy Agreement, such actions shall signify your acceptance of such modifications, updates or amendments.

XIII. ACKNOWLEDGMENT AND CONSENT

By communicating with us using the Site and our Services, you acknowledge that you have read

and understood this Privacy Agreement and agree and consent to the use, processing and/or transfer of your Personal Information by us as described in this Privacy Agreement.

By submitting the required Personal Information to us, you consent to such collection, disclosure and use thereof. You hereby expressly waive and release us from any and all liability, claims, causes of action or damages arising from our legitimate use of the submitted Personal Information.

ANNEX "A"

Entity	Purpose of Disclosure
Google Cloud Platform	Data Storage