

SEC-PCC DATA SHARING AGREEMENT

This Data Sharing Agreement ("DSA") is made and entered into this _____ in 15 DECEMBER 2025 by and between:

SECURITIES AND EXCHANGE COMMISSION, a government agency duly organized and existing by virtue of Commonwealth Act No. 83, otherwise known as the Securities Act, as amended, and reorganized under Republic Act No. 8799, otherwise known as the Securities Regulation Code, with principal office at The SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Bel-air, Makati City, represented by its Chairperson, **FRANCISCO ED. LIM**, hereinafter referred to as "**SEC**";

and

PHILIPPINE COMPETITION COMMISSION, a government agency organized and existing by virtue of Republic Act No. 10667, otherwise known as the Philippine Competition Act, with principal office at 25/F Vertis North Corporate Center 1, North Avenue, Quezon City, represented by its Chairperson, **MICHAEL G. AGUINALDO**, hereinafter referred to as the "**PCC**".

(The **SEC** and the **PCC** may be referred to individually as a "**Party**" and collectively as the "**Parties**".)

WITNESSETH:

WHEREAS, the **SEC**, as the regulator of the corporate sector and the securities market under the Revised Corporation Code (RCC) and the Securities Regulation Code (SRC), and as the supervising authority under the Anti-Money Laundering Act (AMLA), and its Implementing Rules and Regulations (IRR), collects and processes information on incorporators, stockholders, directors, trustees, members, officers, and beneficial owners of corporations, their agents and/or authorized representatives, including those of external auditors, notaries public, partners, and other persons registered with or licensed by the **SEC**, for regulatory purposes pursuant to the **SEC**'s statutory functions;

WHEREAS, the **PCC** is an independent quasi-judicial body vested with original and primary jurisdiction over the implementation and enforcement of the Philippine Competition Act ("PCA"), which includes the power to conduct inquiries, investigate, and hear and decide cases involving mergers and acquisitions, anti-competitive conduct, abuses of dominant position, anti-competitive agreements, and other violations of the PCA and other existing competition laws;

WHEREAS, the **Parties** entered into a Memorandum of Agreement ("PCC-SEC MOA") dated 05 December 2016, recognizing that the effective enforcement of competition laws is important to the efficient operation of markets in all sectors or industries in the Philippines and that mutual cooperation is needed to ensure that proposed mergers or consolidations of corporations and other corporate acts are consistent with existing laws on competition, monopolies, and combinations in restraint of trade;

WHEREAS, Section 2 of Republic Act No. 10173, or the Data Privacy Act of 2012 ("DPA"), provides that it is the policy of the State to protect the fundamental human right of privacy of communication while ensuring the free flow of information to promote innovation and growth. The State also recognizes its inherent obligation to ensure that the information and communications systems in the government and in the private sector are secured and protected;

WHEREAS, Section 20 of the Implementing Rules and Regulations of the Data Privacy Act of 2012 ("DPA IRR") provides that further processing of personal data collected from a party other than the data subject shall be allowed under certain conditions;

WHEREAS, under Section 1 of the National Privacy Commission ("NPC") Circular No. 16-02 governing data sharing agreements involving government agencies, to facilitate the performance of a public function or the provision of a public service, a government agency may share or transfer personal data under its control or custody to a third party through a data sharing agreement;

WHEREAS, the Parties are considered Personal Information Controllers and have designated their respective Data Protection Officers ("DPOs") in accordance with the DPA, the DPA IRR, and other relevant circulars and issuances;

WHEREAS, pursuant to its lawful mandate, the **SEC** agrees to share the data it collects from its registered entities to the **PCC**, subject to the condition that the **PCC** shall implement and maintain reasonable and appropriate organizational, physical, and technical security measures for the protection and lawful use of the said data;¹

WHEREAS, the **PCC** agrees to treat the personal and sensitive data shared by the **SEC** with the utmost confidentiality; collect, process, and use the same solely for the furtherance of its lawful mandate; and comply with the provisions of this **DSA**;

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties mutually agree that:

ARTICLE I PURPOSE

1. This **DSA** is entered into to enhance the **PCC-SEC MOA** and streamline the access of the **PCC** to corporate information including beneficial ownership information by allowing on-site, online, and off-site access to relevant reportorial documents of corporations in the custody of the **SEC**.

ARTICLE II PERSONAL DATA DESCRIPTION AND PERSONNEL INVOLVED

2. **Personal Information Controllers.** The **SEC** and the **PCC** are hereby identified as the Personal Information Controllers in this **DSA**.
3. **Data To Be Shared.** The **SEC** shall share to the **PCC** its data on corporations and other registered/licensed entities including incorporation and reportorial documents, financial statements, as well as information on beneficial ownership (collectively referred to herein as the "**Data**"). Such **Data** may contain Personal Information and Sensitive Personal Information such as, but not limited to, the complete name, specific residential address, date of birth, nationality, tax identification number, and percentage of ownership, if applicable, of the incorporators, stockholders, directors, trustees, members, officers, and beneficial owners of registered corporations, partners in a partnership, and other persons licensed by the **SEC**.
4. **Data Protection Officers.** The following DPOs shall carry out this **DSA**:

¹ See Rule VI, Section 25, Implementing Rules and Regulations of the Data Privacy Act of 2012.

a) For the **SEC**, the Information and Communications Technology Department (ICTD) Director, Mr. Oliver V. Chato, is hereby designated as its Data Protection Officer. The Director of the Enforcement and Investor Protection Department (EIPD), and the Assistant Director of the Anti-Money Laundering Division (AMLD) of the EIPD are designated to carry out the provisions of the DSA

b) For the **PCC**, its Executive Director.

5. The **PCC** shall treat the **Data** shared by the **SEC** with utmost confidentiality and use them solely for the furtherance of its lawful mandate. Unless otherwise exempted from the coverage of the DPA, the **PCC** shall also inform the **SEC** of the following information within one (1) week upon the signing of this **DSA**:

- a) Any Personal Information Processor that will have access to or process the personal data, including the types of processing it shall be allowed to perform;
- b) How the **PCC** may use or process the personal data, including, but not limited to, online access;
- c) The remedies available to a Data Subject in case the processing of personal data violates his or her rights and how these may be exercised; and
- d) The names and designations of personnel who are authorized to send information requests on behalf of the **PCC**, and to receive information from the **SEC** via electronic mail (email) or otherwise.

ARTICLE III DURATION OF AGREEMENT

6. This **DSA** shall remain valid and binding for a term of five (5) years from the date of its signing, without prejudice to entering into a new data sharing agreement before or upon the expiration thereof.

ARTICLE IV METHOD OF DISCLOSURE, TRANSFER, AND PROCESSING

7. The **SEC** shall provide the relevant **Data** and/or document to the **PCC** either through electronic upload, email, or personal service, within three (3) working days from the receipt of **PCC**'s written request. The **Parties** undertake to ensure the security of the Personal Information and Sensitive Personal Information while in transit or while being transmitted through the channels or media authorized under this **DSA**. Each **Party** shall process Personal Information and Sensitive Personal Information disclosed or transferred to it pursuant to this **DSA** in accordance with the methods and other terms and conditions of its privacy notice, statement, or policy that apply to its processing of such personal and sensitive information.

ARTICLE V
SAFEGUARDS FOR DATA PRIVACY AND SECURITY

8. The **PCC** shall establish reasonable and appropriate safeguards and security measures to ensure the confidentiality, integrity, and security of the Personal Information and Sensitive Personal Information shared or disclosed by the **SEC** pursuant to this **DSA**. It shall be responsible for preventing the unauthorized access and use of such Personal Information and Sensitive Personal Information in its custody. Unless otherwise exempted under existing law, it is likewise prohibited from further sharing or disclosing such Personal Information and Sensitive Personal Information to any unauthorized party without the prior written consent of the **SEC** or the Data Subjects, as appropriate.

ARTICLE VI
DATA BREACH MANAGEMENT

9. The **PCC** shall regularly monitor its compliance with the security measures provided in this **DSA**. If there is a breach in its data security affecting Personal Information and Sensitive Personal Information, it shall notify the DPOs or any other appropriate officer of the **SEC** in writing immediately after discovery of such data breach or upon reasonable belief that such data breach has occurred.

ARTICLE VII
RETENTION, DESTRUCTION OR DISPOSAL OF PERSONAL INFORMATION

10. Upon termination of this **DSA**, the **PCC** shall, upon the instruction of the **SEC**, return to the latter all Personal Information, Sensitive Personal Information, and other classified information that the former received from the latter within thirty (30) days from the effective date of termination, unless the former is mandated or permitted by the applicable law to maintain a copy thereof for a longer period. The **Parties** shall strictly implement measures for the disposal of data received pursuant to this **DSA**, in compliance with NPC Circular 2023-06, Rule VII, Sections 28 to 31 on Disposal of Personal Data.
11. Personal Information, Sensitive Personal Information, and other classified information in the custody of the **PCC** that requires disposal shall be disposed of and/or discarded by the **PCC** in a secure manner that would prevent further processing, unauthorized access, or disclosure to any other person or entity.

ARTICLE VIII
GOVERNING LAW; DISPUTE RESOLUTION

12. The laws of the Philippines shall govern all matters arising from this **DSA**.
13. Any dispute arising in the course of the execution and performance of the obligations under this **DSA** shall be settled amicably through negotiations by the Parties and/or by mutual consultation. If after thirty (30) days from the initiation of the conduct of negotiation and/or mutual consultation and no amicable settlement is reached, the Parties undertake to submit their respective claims in accordance with the Rules on Alternative Dispute Resolution (ADR) for Disputes between National Government Agencies. In case of a court suit, the venue shall be the courts of competent jurisdiction in Manila City to the exclusion of all other courts.

**ARTICLE IX
OTHER PROVISIONS**

14. The **Parties** hereby designate the following DPOs as their respective focal persons who shall be responsible for the implementation, administration, and concerns related to this **DSA**:

	Focal Person/s	Email Address/Contact Number
For the SEC :	The Director of the ICTD	[REDACTED]
	The Director of the EIPD	[REDACTED]
	The Assistant Director of the AMLD of the EIPD.	[REDACTED]
For the PCC :	Executive Director	[REDACTED]

15. Whenever used in this **DSA**, the definitions provided under Section 3 of the DPA are hereby adopted for the following terms:

- a) Data subject;
- b) Personal information;
- c) Personal information processor;
- d) Processing; and
- e) Sensitive personal information.

16. Each **Party** shall comply with the DPA and all other applicable data protection laws and issuances.

17. The Data Subject whose rights are violated and/or affected may exercise his/her rights provided for by the DPA, the DPA IRR, and other NPC issuances.

18. A copy of this **DSA** may be obtained by a Data Subject from the Office of the DPOs of the **Parties**, subject to respective processes and policies of the **Parties** governing such request. The **Parties** may redact or prevent the disclosure of any detail or information that could endanger its computer network or system, or expose to harm the integrity, availability, or confidentiality of any personal data under its control or custody. Such information may include the program, web services, and encryption method in use.

19. This **DSA** is without prejudice to the applicability of Section 4 of the DPA, in relation to Section 5 of the DPA IRR on special cases, particularly Secs. 5 (d), (e) and (f) thereof.

20. Any failure by either party to enforce the other party's strict performance of any provision of this **DSA** will not constitute as a waiver of its right to subsequently enforce such provision or any other provision of this **DSA**.

21. The **Parties** shall review this **DSA** as necessary to determine whether the **Parties** should continue with the current arrangement, update the operational terms hereof, or terminate this **DSA** in its entirety.

22. Any amendment or revision of this **DSA** shall not be effective unless agreed upon by both **Parties** in writing.

23. This **DSA** may be terminated through mutual agreement by the **Parties**, or by either **Party**, for any reason, by giving to the other party a written notice of termination which shall be effective upon the lapse of thirty (30) calendar days from receipt thereof.

24. Upon the termination of the **DSA**, the personal data shall remain with the **PCC** unless other arrangement is requested and agreed upon by the **Parties**. The confidentiality obligations contained herein shall remain in force even after the termination of this **DSA**.

IN WITNESS WHEREOF, the **Parties** affixed their signatures this 15 DEC 2025 day of 2025 at Makati City, Philippines.


FRANCISCO D. LIM

Chairperson

Securities and Exchange Commission


MICHAEL G. AGUINALDO

Chairperson

Philippine Competition Commission

Signed in the presence of:


OLIVER V. CHATO

*Director/
Data Protection Officer*

Securities and Exchange Commission


KENNETH V. TANATE

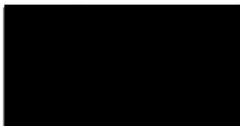
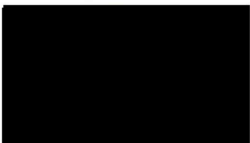
*Executive Director/
Data Protection Officer*

Philippine Competition Commission

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in the 15 DEC, 2025 this _____ day of 2025
appeared the following persons presenting to me their respective identifications, to wit:

Name	Competent Evidence of Identity	Date & Place of Issue
FRANCISCO ED. LIM Chairperson Securities and Exchange Commission		
MICHAEL G. AGUINALDO Chairperson Philippine Competition Commission		

known to me and to me known or identified by me through competent evidence of identity
to be the same persons who executed and voluntarily signed the foregoing Data Sharing
Agreement which they acknowledged before me as their own free and voluntary act and
deed and with full authority to sign in that capacity.

This instrument refers to the Data Sharing Agreement and consisting of seven (7) pages
including this page where the Acknowledgment is written, duly signed by the parties and
their instrumental witnesses thereof.

WITNESS MY HAND AND SEAL on the date and place above-written.

Doc. _____;
Page _____;
Book _____;
Series of 2025.


ATTY. JENNY LOU F. DECANO
Administering Officer
SEC Chief Counsel
Securities and Exchange Commission
Republic of the Philippines