

ADMIRAL MARKETS AS PRIVACY POLICY

Effective from 21.10.2016

1. GENERAL PROVISIONS

1.1 Definitions used in the procedure:

"Client" means any natural or legal person who has entered into client agreement with Admiral Markets AS (hereinafter as AM) as well as any Third Party who has expressed a wish to enter into client agreement, has registered at Trader's Room or has submitted their details to AM in order to participate in a consumer game, promotion campaign etc., organised by AM.

"Client Data" means information that is known to AM about the Client and that is processed by AM.

"Processing of Client Data" means any action performed with respect to the Client Data, including gathering, recording, structuring, safe keeping, changing, publishing, providing access to, making queries about, preparing extracts from, using, forwarding, cross-using, merging, closing, deleting or destructing or several such actions irrespective of the way in which the action is performed or the means used.

"Authorised Processor" means AM's employee or a person processing the Client Data by agreement with and on behalf of AM.

1.2 In issues not regulated by the Procedure, the Parties shall be guided by the General Terms and Conditions. The capitalised notions not defined in clause 1.1 hereof are used in the Procedure within the meaning assigned to them in the General Terms and Conditions.

2. CONSENT FOR PROCESSING CLIENT DATA

2.1 The Client confirms that by making a corresponding tick on the registration form, the Client voluntarily agrees with the rights of AM provided under the General Terms and Conditions of AM and from the given Procedure to process the Client Data whereas the Client's consent to the processing of his/her data shall be deemed to be granted automatically upon submission by the client to AM of any declaration of intent or information.

2.2 The consent to the processing of the Client Data shall be granted for an unspecified term unless otherwise prescribed by mandatory rules of law. The Client has the right to demand that AM would stop processing the Client Data unless otherwise prescribed by the legislation whereas the Client also reserves the right to refuse from receiving any

information for marketing purposes. Having received the client's request to stop processing Client Data, AM may not be able to continue providing services or offering advantages for which the processing of the Client Data is required.

2.3 AM has the right to use the Client Data on any terms other than those specified herein only with the corresponding additional consent of the Client or in the cases and in the manner provided by law.

3. GENERAL PRINCIPLES OF PROCESSING CLIENT DATA

3.1 In processing Client Data, AM and the Authorised Processors shall follow the principles and requirements set out in the Personal Data Protection Act and other relevant legislation.

3.2 AM shall process the Client Data only to the necessary extent for the execution of Client Agreement, for providing the best service to the Client and for achieving the purposes of processing Client Data. Unnecessary Client Data will be deleted or destroyed.

3.3 AM shall protect Client Data from unauthorised use and shall monitor processing of Client Data.

4. COMPOSITION OF CLIENT DATA

4.1 AM may process the data publicly available about the Client and the data provided by the Client. The main types of Client Data that are processed include the following:

- 4.1.1 Client's personal details (incl. name, personal identification code, date of birth, place of birth, identity document details, residence for tax purposes, citizenship, language of communication, etc.);
- 4.1.2 information about Client's area of activity (including level of education, educational institution, occupation, place of work, etc.);
- 4.1.3 Client's contact details (including postal and e-mail address, telephone and fax number, etc.);
- 4.1.4 Client's financial information (income, assets, etc.);
- 4.1.5 information about Client's representative, origin of the Client's assets, partners in transactions, commercial activities, true beneficiaries etc.;
- 4.1.6 information about whether Client is a politically exposed person in terms of Money Laundering and Terrorist Financing Prevention Act;
- 4.1.7 information about Client's classification category, level of expertise and previous exposure to the financial market (including Client's investment knowledge and experience, investment objectives, etc.);

- 4.1.8 information about Client Agreement, Trading Account and the Transactions (including entries made in connection to the Trading Account, the balance of the Trading Account, the given Transaction Orders, information about the fulfilment of Transaction Orders, transaction confirmations, paid and outstanding service fees and other claims, etc.);
 - 4.1.9 information about the communication between Client and AM with Client's habits, preferences and satisfaction (frequency with which the Services are used, Complaints, requests, etc.);
 - 4.1.10 information about participation in consumer games and promotions (prizes won, points awarded, etc.);
 - 4.1.11 information about visits and usage preferences to the Website, Trader's Room and Trading Platform, including activity and its history on the Website, Trading Platform and in Trader's Room;
 - 4.1.12 information about Client's trustworthiness, including any suspicions relating to money laundering, terrorist financing or organised crime, legal disputes, etc.;
 - 4.1.13 information received while performing the obligations imposed by law (e.g. information obtained from queries, regulations, etc. of investigative bodies, notaries, tax authorities, courts, enforcement officers).
- 4.2 AM has the right to record by any means of communication and in any other manner (including by telephone) the Transaction Orders and any other instructions given by Client while using the Services and to use the relevant recordings where necessary as proof of the Transaction Orders given by Client or any other actions (including as evidence in court proceedings) and for other processing purposes specified in clause 5.
- 4.3 In order to ensure the protection of the property of AM, the Client and AM's employees as well as physical security, AM may use surveillance equipment to monitor the premises used by the company and their immediate surroundings (incl. persons) as well as to digitally record the results of the surveillance.
- 4.4 Surveillance recordings may be used to defend AM's rights and perform its duties and to prove the actions and/or unlawful acts performed by the Client and/or the damage suffered by AM. AM is obliged to disclose such recordings pursuant to the procedure and to the extent required by law, in particular, in criminal matters to pre-trial investigation authorities, courts and other competent authorities.
- 4.5 To provide the Services and fulfill other obligations under the Client Agreement as well as to meet its fiduciary duties, AM has the right to process, in addition to the information received

from the Client, any information that can be found about the Client in the public domain (e.g., data available in a national or municipal database, public database and on the Internet) as well as information received from Third Parties on the grounds laid down by law or in other duly justified cases and in a lawful manner.

4.6 AM has the right and the duty by virtue of its area of activity to check the accuracy of the Client Data contained in the databases by periodically asking the Client to review and correct or confirm the accuracy of the Client Data pertaining to the Client.

5. PURPOSES OF PROCESSING CLIENT DATA

5.1 AM shall process Client Data, in particular:

- 5.1.1 to identify the Client;
- 5.1.2 to categorize the Client for the purpose of providing investment services and investment ancillary services;
- 5.1.3 to offer AM's products and Services to the Client, including the provision of information, advertisements and offers;
- 5.1.4 to decide whether and on what terms to provide services to the Client;
- 5.1.5 to perform the obligations under Client Agreement (e.g. to accept and carry out the Transaction Orders, to keep Client's assets and to keep records thereof), to exercise the rights and to ensure the performance of the Client Agreement by the Client;
- 5.1.6 to verify and, where necessary, to supplement or correct Client Data submitted by the Client;
- 5.1.7 to assess Client's investment knowledge, experience and expertise;
- 5.1.8 to assess the suitability and relevance of the Service and/or the Security for the Client;
- 5.1.9 to prevent money laundering and terrorist financing and to perform other duties imposed by law (including the fiduciary duty);
- 5.1.10 to comply with the requirements established by supervisory authorities or other entitled persons, institutions or organisations (e.g. to organise accounting, manage and mitigate risks, etc.);
- 5.1.11 to reply to legitimate inquiries made by entitled persons (e.g. by the Administrator);
- 5.1.12 to carry out statistical research, analysis and reporting on the market share held by client groups, products and the services as well as other financial figures;
- 5.1.13 to develop the existing products and services and devise new ones, including to check, develop and maintain AM's IT systems and programmes;
- 5.1.14 to determine service fee rates;
- 5.1.15 to organise consumer games, promotions and training;
- 5.1.16 to understand better Client's expectations (e.g. surveys, client questionnaires, market research, etc.);

- 5.1.17 to handle Complaints;
- 5.1.18 to safeguard rights of AM's and to analyse and prevent the realisation of risks and the occurrence of possible loss.

5.2 AM has the right to continue to processing Client Data upon termination of Client Agreement, in particular, for the purpose of fulfilling the duties imposed by law and safeguarding the rights of AM or in other duly justified cases.

6. HANDLING OF CLIENT DATA

6.1 AM shall transmit Client Data if necessary:

- 6.1.1 to companies belonging to the same consolidation group as AM;
- 6.1.2 to persons and organisations, including those located in a foreign state (e.g. the securities register etc.) connected with the provision of the Services as well as with the exercise of the rights and performance the obligations under Client Agreement;
- 6.1.3 to persons maintaining databases if that is required by law or Client Agreement;
- 6.1.4 to Authorised Processors;
- 6.1.5 to persons providing AM services in the areas of translation, information technology (IT), safekeeping, registration and/or settlement of funds and securities; reporting of trading information, etc. (e.g. auditor);
- 6.1.6 to persons to whom AM has outsourced the performance of a certain activity or duty pertaining to the service (e.g. to partners);
- 6.1.7 to new creditors in case a claim is assigned;
- 6.1.8 to providers of debt collection services, legal consultants, enforcement officers or other Third Parties if the Client has breached its obligations under the Client Agreement;
- 6.1.9 to a court or a body entitled to carry out pre-trial resolution of disputes (e.g. the Consumer Complaints Committee, the Data Protection Inspectorate, etc.);
- 6.1.10 to Estonian or foreign officials and authorities, including financial supervision bodies (e.g. the Financial Supervision Authority, investigative bodies, notaries, trustees in bankruptcy, the Tax and Customs Board, the Police and Boarder Guard Board, a trading information repository, etc.) in order to perform and exercise the duties and rights provided by law.

6.2 AM shall provide Client Data to the persons specified in clause 6.1:

- 6.2.1 If collection of Client Data is necessary to collect in order to exercise rights, perform duties or provide services of AM imposed by law or arising from Client Agreement;
- 6.2.2 to the extent necessary to accomplish any specific purpose of processing the Client Data specified in clause 5; and

6.2.3 provided that such persons satisfy the organisational, physical and IT requirements established by law and/or AM to ensure the protection of the Client Data and to monitor the processing of the Client Data.

6.3 Third Parties used by AM who are located in a foreign state may process Client Data in accordance with their local legislation in order to provide services of AM or to execute a Client Agreement whereas the local legislation may not guarantee the same level of protection for personal data as the legislation applicable to AM.

7. ORGANISATIONAL, PHYSICAL AND IT SECURITY MEASURES TO PROTECT CLIENT DATA

7.1 AM shall implement the organisational, physical, IT and other necessary security measures to ensure the protection of Client Data and to monitor the processing of Client Data. Among other things, such security measures shall include the following activities:

- 7.1.1 implementation by AM through its internal rules of the requirements for processing, registering and recording Client Data as well as procedures for checking the compliance with those requirements;
- 7.1.2 restriction of AM employees' access to Client Data and of authorisations to process Client Data in AM client database in accordance with the job duties performed;
- 7.1.3 imposition by AM of a confidentiality obligation on its employees;
- 7.1.4 restriction of access to AM working premises and to the computer of each employee.

7.2 The Authorised Processors shall process the Client Data for the purposes described in this Procedure and on the terms agreed with AM. The Client Data may be processed only by duly trained Authorised Processors to the extent necessary to perform the duties that have been assigned to them. At least the same requirements as laid down herein shall apply to the Authorised Processors to ensure the protection of the Client Data and to monitor the processing of the Client Data.

8. PROTECTION OF CLIENT'S RIGHTS

8.1 The Client has the right to examine the submitted Client Data in the Trader's Room and on the Trading Platform or in accordance with the terms established by law.

8.2 The Client has the right to correct Client Data in the Trader's Room or to seek AM's assistance for that purpose at any time. If processing of Client Data is prohibited according to the legal acts in force, the Client Agreement and/or the given procedure, the Client has the right to demand that the Client Data processing, including publishing and/or providing access thereto, would be stopped and/or already gathered Client Data deleted.

8.3 Information requests and Complaints concerning the processing of the Client Data shall be handled in accordance with AM's procedure for making Complaints.

8.4 The Client has the right to go to court or to seek the assistance of the Data Protection Inspectorate at any time in order to protect his rights unless the law prescribes a different procedure.

9. SAFEKEEPING OF CLIENT DATA

9.1 AM shall register and safe keep:

- 9.1.1 information and documents relating to the provision of the services, specifying the rights and obligations of AM and the Client, under which terms AM is providing services to the Client;
- 9.1.2 information about the services and the Transactions (including the Transaction Orders given by phone or e-mail or any other means of communication) and the communication between the Client and AM in the extent that guarantees the overview of AM's activities in providing the service;
- 9.1.3 other information and documents relating to the provision of the services in accordance with the requirements established by law;

9.2 AM shall safe keep Client Data for at least five years following the termination of client relationship with the Client unless the legal acts, the requirements of the Financial Supervision Authority or any other competent authority, the information published by AM or resolutions of AM's managing bodies prescribe a different term for the safe keeping of specific data or documents.