

COLLECTING PERSONAL INFORMATION

The Company may collect Client information directly from the Client (in his completed Application Form or otherwise) or from other persons including, for example, credit reference agencies, fraud prevention agencies and the providers of public registers.

The Company will use, store, process and handle personal information provided by the Client (in case of a natural person) in connection with the provision of the Services, in accordance the Processing of Personal Data (Protection of the Individual) Law of 2001, as amended, as all relevant regulations (the “**Data Protections Laws**”) and all Applicable Regulation.

Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision of the Services and for marketing purposes (if the Client’s consent is obtained). Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

The Company has the right to disclose client information including recordings and documents of a confidential nature in the following circumstances:

- (a) where required by applicable law or a competent Court;
- (b) where requested by CySEC or any other regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;
- (c) to relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;
- (d) to execution venues or any third party as necessary to carry out Client Instructions or Orders and for purposes ancillary to the provision of the Services;
- (e) to credit reference and fraud prevention agencies and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence of the Client;
- (f) to the Company’s professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
- (g) to other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;
- (h) to data reporting service providers;
- (i) to other service providers for statistical purposes in order to improve the Company’s marketing, in such a case the data will be provided in an aggregate form;
- (j) to market research call centres that provide telephone or email surveys with the purpose to improve the services of the Company;
- (k) where necessary in order for the Company to defend or exercise its legal rights;
- (l) at the Client’s request or with the Client’s consent;
- (m) to an Affiliate of the Company;
- (n) to a nominee, third party, depository, Authorized Organization.

If the Client is an individual, the Company is obliged to supply the Client, on request, with a copy of personal data which it holds about the Client (if any), provided that the Client pays an administrative fee.



Telephone conversations between the Client and the Company may be recorded and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of the Orders/Instructions/Requests or conversations so recorded.

The Client accepts that the Company may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with the Client by telephone, fax, or otherwise.

Under Applicable Regulations, the Company will keep records containing Client personal data, trading information, account opening documents, communications and anything else which relates to the Client for at least five years after termination of the Client Agreement.

By entering into this Agreement, the Client consents that the Clients' personal data will be transferred outside the European Economic Area, in accordance with the provisions of Processing of Personal Data (Protection of the Individual) Law of 2001.

Without limiting the foregoing, the Client acknowledges that the Company, is required to comply with the Intergovernmental Agreement between Cyprus and the United States and has taken all reasonable steps to be in compliance with FATCA. The Client further acknowledges that the Company, as an FFI, is required to disclose information in relation to any US reportable persons to the relevant authorities, as per the reporting requirements of FATCA, and agrees to such disclosure.

