



Data Protection and  
Confidentiality Agreement

## Data Protection and Confidentiality Agreement

The Data Protection and Confidentiality Agreement (the "Agreement") sets out the terms and conditions pursuant to which Finior Capital Limited may collect, handle, disclose, use or otherwise process data subject's non-public personal information in accordance with the Data Protection Regulations 2015 of the Abu Dhabi Global Market ("ADGM") and any amendments to the Regulations applicable in the ADGM.

### 1. Defined Terms

In this Agreement the following terms shall have the following meaning assigned to them here below:

"Company" means Finior Capital Limited

"Court" means the Court of First Instance;

"Data Controller" means any person in the Abu Dhabi Global Market (excluding a natural person acting in his capacity as a staff member) who alone or jointly with others determines the purposes and means of the Processing of Personal Data

"Data Processor" means any person (excluding a natural person acting in his capacity as a staff member) who Processes Personal Data on behalf of a Data Controller;

"Data Subject" shall mean the natural person to whom Personal Data relate;

"Group" has the meaning given to that term in the Financial Services and Markets Regulations 2015;

"Identifiable Natural Person" means a natural person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;

"Personal Data" means any information relating to an identified natural person or Identifiable Natural Person;

"Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction, and "Processed", "Processes" and "Process" shall be construed accordingly;

"Recipient" means any person to whom Personal Data are disclosed, whether a Third Party or not, but does not include any person to whom disclosure is or may be made as a result of, or with a view to, a particular inquiry by or on behalf of that person made in the exercise of any power conferred by law;

"Regulated Activities" has the meaning given to it in the Financial Services and Markets Regulations 2015;

"Sensitive Personal Data" means Personal Data revealing or concerning (directly or indirectly) racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership and health or sex life;

"Staff" include past, existing or prospective employees, directors, partners, trustees, officers, office holders, temporary or casual workers, agents and volunteers; and

"Third Party" means any person other than the Data Subject, the Data Controller, the Data Processor and the persons who, under the direct control of the Data Controller or the Data Processor, are authorized to Process the Personal Data.

"Finior Capital Limited", "We", "us", or "ourselves", means Finior Capital Limited, a company that is limited by shares, formed and registered under the Laws of the Abu Dhabi Global Market under a license number 000001143, regulated by the Financial Services Regulatory Authority (FSRA) under reference number 170018, and having its registered office 7th Floor, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah

Island, Abu Dhabi, United Arab Emirates its owners, successors, subsidiaries, correspondents, affiliates, agents, sub-contractors, associates or employees.

## **2. Processing and Disclosure of Personal Data**

We may collect information directly from you through meetings, correspondence with you, telephone conversations and emails.

The Data Subject hereby irrevocably authorizes Finior to process and disclose Personal Data as and when Finior is required to do so by applicable law or when Finior regards such disclosure as necessary or expedient (including but not limited to disclosures for the purpose of due diligence and/or credit review of any account of the Data Subject with Finior whether singly or jointly with others or otherwise), any information relating to the Data Subject, his/her/its account(s) or information on the assets held for Data Subject or on the his/her behalf, to:

- its head office, affiliates, associated firms or any other branches;
- its auditors, lawyers, translators, professional advisers and any other person(s) under a duty of confidentiality to Finior;
- vendors, installers, maintainers or service providers of FINIOR's computer systems;
- brokers, custodians, support firms, correspondent banks, or any person (including any agent, contractor or third party service provider) with whom FINIOR is engaged, contracts or proposes to contract with regard to the provision of financial services in respect of the Data Subject account(s) or in connection with any services offered to Data Subject by FINIOR, for effecting transactions, wire transfers, maintaining accounts for and/or on behalf of Data Subject;
- Any person with whom FINIOR contracts or proposes to contract with regard to the sale or transfer or sharing of any of its rights, obligations or risks under this Agreement;
- any person employed with or engaged as an agent by FINIOR or its head office or affiliates, including any relationship officers, for the purposes of or in connection with interactions with you or providing services to you or processing transactions pertaining to your account(s).

The Data Subject hereby declares that FINIOR may collect, handle, disclose, use or otherwise process Data Subject's non-public personal information for the purpose of fulfilling its obligations under this Agreement and ensuring the efficiency and effectiveness of its business operations acting for and on behalf of the Data Subject and, in particular, for the following activities

- to enable FINIOR to centralize or outsource its data processing and other administrative operations to FINIOR's head office, its affiliates or third parties engaged by FINIOR (whether within or outside the ADGM) for any such services/operations;
- to respond to court orders and legal investigations related to Data Subject;
- for the purpose of administering and fulfilling its obligations under contracts entered into with Data Subject, for performing the obligations laid down by laws and regulations, for providing financial service and products you applied for, to confirm, update and enhance our records, and/or as may be necessary pursuant to the Federal Law No 4 of 2002 (Criminalization of money laundering) and the requirements of the Regulatory Law and the FSRA Anti Money Laundering module;
- the onboarding, assessment and acceptance of Data Subject and/or potential customer, the conclusion and performance of agreements with Data Subject and the settlement of payment transactions;
- to maintain compliance with statutory obligations; and/or
- The management of a relationship with Data Subject where disclosure is intended for the purpose of effecting transactions in connection with Agreement entered into with Data Subject or establishing a relationship with a view to such transactions.

The Data Subject hereby agrees and expressly consents to FINIOR (from its offices in the ADGM) processing or transferring all Personal Data and other data, documents or records pertaining to Data Subject to third parties or to other companies within FINIOR's group in any jurisdiction, which includes companies outside the ADGM.

The Data Subject hereby acknowledges that the Data Protection legislation outside the ADGM may not offer the same level of protection as the Data Protection Law.

The Data Subject hereby acknowledges and expressly agrees that all Personal Data as defined in the ADGM Data Protection Regulations 2015 related to the Data Subject held by FINIOR or any member of the FINIOR's group may be disclosed to the ADGM, FSRA, Courts, or other authority or regulatory body having jurisdiction over FINIOR upon request by the relevant authority whenever such disclosure is required under the laws or regulations relating to the FSRA, ADGM or Courts or otherwise in accordance with the Data Protection Regulations (with subsequent amendments from time to time) or other applicable foreign laws or regulations.

Subject to applicable Laws and Regulations, any information provided may be used to advise the Data Subject, by post, telephone or other electronic media, of any products and services that we think may be of interest to the Data Subject, unless the Data Subject instructed us otherwise. Where we use Personal Data to tell the Data Subject about other products and services, we will give the Data Subject the opportunity to inform us that the Data Subject does not wish his details to be used in this way.

For the protection of Data Subject, some of the telephone calls will be recorded and monitored for the following purposes: (1) to provide evidence of a business transaction; (2) to ensure compliance with regulatory procedures; (3) resolve disputes and/or disagreements concerning the content of a transaction/conversation; (4) to investigate, prevent and detect fraud; (5) to evaluate the quality of our services; (6) for training purposes.

### **3. Use of Personal Data**

We may gather and use data relating to you, your beneficial owner(s), Authorised Signatories / Nominated Persons/Attorney or other individuals for direct marketing and/or other purposes, which may include in particular your financial situation or debt or legal proceedings against you.

Our directors, officers, employees and agents shall observe confidentiality in respect of all relations and dealings with you.

You authorize FINIOR to use Personal Data for the purposes of our commercial relationship and management of our operations, to support mailing and institutional marketing activities and to tailor products supplied to you. Such data may also be used by us, our agents, to update Data Subject records, to help prevent fraud and to research, develop and advise you of products and services, unless you have indicated otherwise. You undertake to supply Personal Data to us in accordance with the provisions of the Data Protection Regulations.

#### **4. Confidentiality**

The Parties agree and covenant that they shall treat as confidential, non-public and any and all data and other information (whether proprietary or otherwise, including these Terms of Business and all referenced names and relationships) obtained directly or indirectly from or on behalf of each other ("Disclosing Party" and "Recipient Party", respectively), whether received prior or subsequent to the execution of this Agreement, and whether or not so designated or marked, including information transmitted through any means, whether oral, written, electronic or other format, or otherwise recorded. Recipient Party shall not disclose any Confidential Information to any third party without prior consent of Disclosing Party, except:-

- If it becomes generally available to the public other than as a result of a breach of an obligation;
- If it is acquired from a third party who owes no obligation of confidence in respect of the Confidential Information;
- To our respective employees (where available) involved in the services, but we will each make of our respective employees, to whom such confidential information is disclosed, aware of the restrictions on disclosure contained in this document
- Where the information has been independently developed by the Recipient;
- Where the information has been required by a lawful process, provided that Party compelled by lawful process to disclose Confidential Information shall immediately give the other Party notice of such requirement, and, to the extent reasonable under the circumstances, consult with the other Party in advance of disclosure as to the form, nature and purpose of such disclosure, or as soon thereafter as is legally permissible, and in any event give to the other Party copies of any disclosure as soon thereafter as is legally permissible)

The obligations of the Parties under this agreement shall continue at all times during the term of this Agreement and thereafter without any limitation as to time.

#### **5. Update of Personal Data**

The Data Subject hereby undertakes to inform FINIOR immediately of any changes to his data or of any beneficial owner, any Authorised Signatory or any Nominated Person or Attorney (each, a "Relevant Party") provided in Agreement(s) entered into with Data Subject or in any other document related to Data Subject account(s) with FINIOR, including but not limited to the provision of updated identification documents and changes to the declared status, inclusive of any Politically Exposed Person status updates, or tax domicile of any Relevant Party.

## **6. Governing Law**

These terms and conditions of this Agreement are governed by and construed in accordance with the Regulations of the ADGM and the ADGM Courts shall have exclusive jurisdiction on any dispute that may arise.

## **7. Waiver of Data Protection and Confidentiality**

The Data Subject hereby waives any banking secrecy and any confidentiality obligation on FINIOR and authorizes FINIOR to disclose accountholder(s), or any party appointed to act on behalf of Data Subject, identity and account details and documents (including any details held with FINIOR Group if any) evidencing identity and other required information of the Data Subject or any party appointed to act on behalf of the Data Subject, where required or requested by providers of products or services that FINIOR obtains on behalf of the Data Subject, by issuers of any Investments held in Data Subject Portfolio(s) and Account(s) under any applicable law.

You have the right of access to certain personal records that we hold about you, as provided under the Data Protection Regulations applicable in the ADGM upon written request to:

**FINIOR Capital Limited, 7th Floor, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, United Arab Emirates**