

**BROCTAGON EXCHANGE LTD**  
**PRIVACY POLICY**  
**Last updated on October 19<sup>th</sup>, 2016**

**1. Our Commitment to You**

We understand the importance of maintaining the confidentiality and privacy of Your Information. By entrusting us with your information, we would like to assure you of our commitment to keep such information private. We have taken measurable steps to protect the confidentiality, security and integrity of Your Information.

**2. Collection of Information**

If you decide to apply to open an account with us and hence become our Client there is certain information that we will require from you in order to do so.

We may collect Your Information directly from you (in your completed Account Opening Application Form or other way) or from other persons including, for example, credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers. This information includes, but is not limited to personal details such as name, address, date of birth, contact details, payment details, including credit card, debit card and bank account details, and other necessary financial information.

We may also collect Your Information in regards to your use of our website(s), such as pages visited, frequency, duration of visit and trading activities.

From time to time we may also request further information to help us improve our Service to you (if you are our Client) or our activities (if you are our Provider for Trading Data) under our relevant Agreement, as the case may be, or comply with Applicable Regulations.

**3. Use of the Information**

We will use, store, process and handle Your Personal Information (in case you are a natural person) in connection with the furthering of the Agreement between us, in accordance to the Processing of Personal Data (Protection of the Individual) Law of 2001, as amended or replaced from time to time.

Your Information (not in the public domain or already possessed by us without a duty of confidentiality) which we hold is to be treated by us as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of our Services to you or the furthering of our Agreement between us, establishing and managing your account or a relationship between us, reviewing your ongoing needs, enhancing customer service and products, giving you ongoing information or opportunities that we believe may be relevant to you, improving our relationship, anti-money laundering

and due diligence checks, for research and statistical purposes and for marketing purposes (according to the Agreement between us), as applicable.

By entering an Agreement with us (to become our Client), you will be consenting to the transmittal of Your Personal Information outside the European Economic Area, according to the provisions of Processing of Personal Data (Protection of the Individual) Law of 2001.

#### **4. Contacting You**

We may, for the purpose of administering the terms of our Agreement between us, from time to time, make direct contact with you by telephone, fax, email, or post.

If you agree, we or any of our Affiliates of the Company may make contact with you from time to time, by telephone, fax, email or post for marketing purposes to bring to your attention products or services that may be of interest to you or to conduct market research.

#### **5. Disclosure of Information**

Under the Agreement between us, we have the right to disclose Your Information (including recordings and documents of a confidential nature, card details) in certain circumstances. According to the Agreement between us, Your Information may be disclosed:

- (a) where required by law or a court order by a competent Court;
- (b) where requested by our Supervisor or any other regulatory authority having control or jurisdiction over us or you or our associates or in whose territory we have Clients or Providers, as applicable;
- (c) to relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;
- (d) to credit reference and fraud prevention agencies, third authentication service providers, banks and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of you. To do so they may check the details you supplied against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained by us;
- (e) to our 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;
- (f) 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 us collect, storage, process and use Your Information or get in touch with you or improve the provision of our Services or activities under the Agreement between us;
- (g) to data reporting service providers;

- (h) to other service providers for statistical purposes in order to improve our marketing, in such a case, the data will be provided in an aggregate form;
- (i) to market research call centers that provide telephone or email surveys with the purpose to improve our Services or activities, but only contact details;
- (j) where necessary in order for us to defend or exercise our legal rights to any court or tribunal or arbitrator or Ombudsman or governmental authority, as the case may be;
- (k) at your request or with your consent;
- (l) to our Affiliates;
- (m) to our employees so as to exercise their duties to further the Agreement between us, or to assure the efficient functioning of our Platform, the Automatic Orders and the Trading Data functions.

## **6. Safeguard Measures**

Your Information is stored on secure servers.

We limit access of Your Information only to those employees or partners that need to know the information in order to enable the carrying out of the Agreement between us.

We have procedures in place regarding how to safeguard and use Your Information, for example by requesting our Affiliates and employees to maintain the confidentiality of Your Information. We will not keep Your Information for any longer than is required. In many cases, information must be kept for considerable periods of time. Retention periods will be determined taking into account the type of information that is collected and the purpose for which it is collected, bearing in mind the requirements applicable to the situation and the need to destroy outdated, unused information at the earliest reasonable time. Under Applicable Regulations, we 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 Agreement between us. In any event, we will keep Your Information for the duration of applicable Limitation of Actions Laws as a minimum.

While we will use all reasonable efforts to safeguard Your Information, you acknowledge that the use of the internet is not entirely secure and for this reason we cannot guarantee the security or integrity of any personal data transferred from you, or to you via the internet.

## **7. Change of Information**

You may inform the Company at any time that Your Information has changed or that you wish the Company to delete information we hold about you by emailing us at [info@brocexchange.com](mailto:info@brocexchange.com). We will change or delete Your Information in accordance to your instructions, except to the extent that we are required to hold Your Information for regulatory or legal purposes, to provide you with the Services you have requested or to maintain adequate business records.

## **8. Right of Access**

Under the Processing of Personal Data (Protection of the Individual) Law of 2001, as amended or replaced from time to time, you as a natural person have the right to obtain a copy of any personal information which we hold about you and to advise us of any perceived inaccuracy.

To make a request, please contact us, verifying your identity and specifying what information you require.

You may contact us via e-mail at [info@brocexchange.com](mailto:info@brocexchange.com).

## **9. Questions**

If you have any questions regarding this policy, wish to access or change your information or have a complaint, or if you have any questions about security on our Website, you may email us at [info@brocexchange.com](mailto:info@brocexchange.com).

## **10. General User Data**

Questions about third party sites referred to in the policy can be directed to: [info@brocexchange.com](mailto:info@brocexchange.com).

## **11. Update of this Policy**

This Policy is subject to change without notice. For this reason you are advised to look for updates from time to time.