

Privacy Statement and Website Terms and Conditions

Welcome to the websites of Forte Securities Limited (“FSL”) and Forte Securities OTF (“FORT”) (collectively, “we” or “us”). FSL is a leading inter-dealer broker that operates an Organised Trading Facility. FSL is regulated by the Financial Conduct Authority (“FCA”) and FORT is an FCA regulated organised trading facility as defined by the regulations of MiFID II.

By accessing or using our websites you agree to be legally bound by the following terms and conditions (the “Terms”) and accept and agree to them as they apply to your access or use of the websites.

1. GLOBAL ORGANISATION AND TRANSMISSION OF DATA

Our websites are intended to provide information about our organisations, how and why we operate and the services we provide. Unless otherwise specified, the materials provided on the websites are presented for the purpose of informing users about us and our offices, membership, initiatives, publications, events and services.

Our websites are administered in the United Kingdom. We collect personal data relating to both individual representatives of our members and non-member visitors through the websites and process and store personal data from the purposes outlined herein. These arrangements may change over time. We will update these Terms to reflect any material changes.

This privacy statement and Website Terms and Conditions, are intended to show you, inter alia, how personal data is processed, for what purposes this will be done and what rights you have in relation to any personal data that will be collected and used. Personal data is at all times processed in order for FSL to fulfil its legal obligations.

In order to use the websites and subscribe to any of our products and services, your personal information may be transmitted, collected and stored in the jurisdictions where we have offices. At present we have offices in the United Kingdom, Luxembourg, , Palestinian Territories, and affiliates in Australia, The United Arab Emirates and the United States of America. Potential data processing sites include jurisdictions which do not have data protection laws as strict as other jurisdictions in which we operate. AS a global organization, we are keenly aware of the importance of handling personal information in accordance with the laws of the jurisdictions in which we operate and seek to conform in all respects to the best practices as provided in the international guidelines.

Please be aware that your usage of our websites and submission of any personal data will be governed by these Terms and the applicable laws of the United Kingdom, and that, in using our websites, you agree to our collection and storage of your personal data, wherever we have offices of use third-party service providers to support such data collection and processing.

2. RESPONSIBILITIES AND CONTRACTUAL OBLIGATIONS

2.1 Our websites and all materials and information are provided on an “as is” basis. We exclude any warranty express or implied, as to the quality accuracy, fitness for purpose, completeness or usefulness of any materials, information or services provided through the websites.

2.2 We will not be liable to users of the websites for any loss or damage or any nature whatsoever and howsoever arising out of, or in connection with, the viewing, use or performance of the websites or their contents, whether due to inaccuracy, error, omission or any other cause on the part of us,

our servants or agents or any other person. We cannot and do not guarantee or want that any material available for downloading from the websites will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy, integrity and use of data which you send and receive.

2.3 We reserve the absolute right to alter, suspend or discontinue any aspect of the websites or the services provided through them, including your access to them. We cannot guarantee that the websites will operate continuously or without interruptions or be error free. You must not attempt to interfere with the proper working of the websites, and, in particular, you must not attempt to tamper with, hack into, data mine, compromise, or otherwise disrupt or threaten to disrupt any computer system, server, router or any other Internet-connected device associated with the websites.

2.4 Other sections of the website may be governed by a separate license or other documentation which must be agreed to prior to use of the section(s).

3. USER'S PRIVACY AND DATA PROTECTIONS

3.1 These Terms describe our general data collection practices. They are not a description of, nor are they binding with respect to, how we gather and treat information collected through registration or use of the Products and Services which are subject to different terms and conditions.

3.2 Personal Data:

3.2.1 - What Personal Data We Collect and How We Collect It:

During the course of our relationship we collect personal information when you; (i) apply for membership with FORT (or the organisation that you represent applies for membership); (ii) register or subscribe to one of our events or publications; (iii) volunteer for activities within FSL or our affiliates or otherwise provide personal information to us. We may ask you to provide the following types of personal or business information: your name, address, title, firm, e-mail, identification details, and phone number; credit and other financial information that we need to process information.

3.2.2 – Why we collect Personal Data:

We gather your personal information so we can (i) contact you and fulfil our obligations as a regulated entity under the rules and legislation of the financial services industry; (ii) process your transactions, such as transactions undertaken on the FORT organised trading facility (iii) manage billing processes; (iv) provide member account servicing; (v) offer you other related products and services and (vi) support our legal and compliance obligations.

3.3 REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 (“GDPR”) obligations:

3.3.1 We comply with our GDPR obligations and ensure that personal data shall be:

- processed lawfully and in a transparent manner in relation to you;
- collected and processed for the purposes stated;
- accurate and at all times kept up to date;
- kept for no longer than is necessary for the purposes for which it is collected;

- adequately secured and be protected against loss, unauthorised access or processing, and destruction or damage.
- 3.3.2 Your personal data will be treated as strictly confidential and will be shared only with FSL's compliance department on a "need to know" basis in the discharge of their duties.
- 3.3.3 Your personal data will only be shared with third parties if consent to do so has been given; such consent is deemed as given when (1) you approach us to engage in any business activity and in doing so we must onboard you as a client; and (2) in accordance with Clause 2.4 of our Terms and Conditions of Business.
- 3.3.4 Where personal data has not been obtained directly from you, FSL shall upon your request, provide you with the source from which certain personal data originates, and if applicable whether it came from publicly accessible sources.
- 3.3.5 FSL is under a regulatory obligation to share information and aggregated information with authorities from time to time, including but not limited to: FORT OTF venue data.

3.4 Data retention

- 3.4.1 For audit trail purposes, FSL shall hold personal data for a period of at least 5 (five) years in order to comply with our record keeping obligations under the Money Laundering Regulations 2017.
- 3.4.2 At the end of that period, FSL will be required to delete all personal data relating to you, unless a legal requirement requires us to keep the data for a prolonged period of time, or you have expressly consented to your data being held for an extended period of time.

3.5 Your personal data rights

- 3.5.1 You will have the following rights with respect to your personal data:
- The right to access your personal data;
 - The right to request that your personal data is corrected if it is found to be inaccurate;
 - The right to request that your personal data is erased where it is no longer necessary;
 - The right to withdraw consent to processing at any time, where relevant;
 - The right to restrict processing where there is a dispute in relation to the accuracy or processing of the personal data;
 - The right to request that FSL provide you with your personal data and where possible, transmit that data to another data controller;
 - The right to object to the processing of your personal data; and
 - The right not to be subject to a decision which is based solely on automated processing, including profiling which produces legal effects concerning you or similarly significant affects you.

3.6 The type of data collected and purpose for collection: The type of data we collect along with the purpose for collection is listed below:

<u>Personal data type:</u>	<u>Purpose:</u>
Personal information such as gender, name, date of birth and address	To meet our anti money laundering (“AML”) and other regulatory obligations in relation to Know Your Client (“KYC”) and client due diligence. To verify your identity using our verification processes.
Contact information (email address and phone number)	In order to send you correspondence in relation to products and services we provide and to fulfil our regulatory and compliance obligations
Employment information, financial information, relevant education and trading experience	KYC obligations and in order to meet our regulatory obligations relating to assessing the appropriateness of our products and services
Ethnicity, citizenship and social security numbers or national identity and passport numbers	KYC and regulatory trade reporting and other AML obligations
Proof of photo ID, address verification	KYC and regulatory trade reporting and other AML obligations
Unique device number (IP address) and device information including version of web browser you use	When you visit our website, navigate through the pages or fill in any forms, we may collect your unique device number or IP address in order to set up your profile.
Financial sanctions and credit header information	In order to perform our electronic AML screening checks and to comply with other fraud detection policies. This may generate further information on your credit history, criminal convictions or political interests leading to us making decisions based on the results of these checks

3.7 Confidentiality and Security

Within FSL and our affiliates, we restrict access to your personal information to those employees who need to know the information. We have established physical, technical and administrative security processes that are commensurate with the sensitivity of the information collected to safeguard your information. Recognizing that technology is continually developing, we implement new procedures and technology improvements on an ongoing basis to further safeguard your personal information.

3.8 What Information We Disclose

Your personal information is primarily disclosed only within FSL and our affiliates and to service providers and regulators, including service companies that perform business and administrative operations for us. Our policy is that our service providers are prohibited from using your personal information for any reason other than to provide the specific products or services intended.

3.9 Other Disclosures

We also may disclose your personal information to: (i) venue directories and registration lists, (ii) clearing and settlement banks; (iii) regulators and transaction reporting repositories (iv) courts, independent auditors, law enforcement agencies and other governmental authorities, bodies or agencies in response to subpoenas, to prevent fraud, during the course of an audit or examination or as required by law or requested by competent authorities; (vi) persons to whom we transfer the whole or any part of our business.

3.10 We would like to inform you by e-mail, mail or telephone about our services and events that may be of interest to your using the contact information you provide to us. **However, you may request at any time that we cease contacting you regarding any services or offerings.** You may unsubscribe at any time from our communications and/or third-party-sharing by advising us in writing.

4 COOKIES

4.1 As with most websites, our websites use small pieces of code called “cookies” to log certain information from each visitor to the sites. When you first visit our websites, we may send you a cookie. A cookie is a small file that can be placed on your computer’s hard drive for record-keeping purposes. The data collected is not personal to you and is gathered only on an aggregate basis. In general, we use cookies to help measure traffic to different parts of our websites, improve our contact, offer members-only discounts and content, and prevent malicious activity. In particular:

4.1.1 Cookies help us to recognise you when you visit the websites and note the pages you visit, your search queries, your preferences, location and device-specific information. This information may be used to build customer profiles that help us deliver a more tailored and relevant experience. Your customer profile is anonymous and we do not store any personally identifiable information.

4.1.2 Cookies may be used to compile anonymous statistics related to the use of services or patterns of browsing. When used in this manner, you are not individually identified, and information collected in this manner is only used in aggregate and non-attributably.

4.1.3 Data derived from cookies is primarily used to optimise our website for our visitors; however, we may use this data for internal marketing purposes, and when required for regulatory purposes. For example we may tell potential advertisers how many visitors we get to the websites, where our visitors come from and how they arrive at our websites. We also may document online training you have taken to demonstrate completion of professional education credits and to meet regulatory training requirements.

4.2 Visitors to our websites who have JavaScript enabled are tracked using Google Analytics. Google Analytics collects the following types of information from users: type of user agent (web browser) used, software manufacturer and version number; type of operating system; colour processing ability of the user’s screen; JavaScript support; Flash version; screen resolution; network location and IP address. Collected information may also include country, city, state, region, county or other geographic data; hostname; bandwidth (internet connection speed); time of visit; pages visited; time spent on each page of the websites; referring site statistics; the website URL the user came through in order to arrive at the websites (example: typing a phrase into a search engine like Google and clicking on a link from that search engine).

4.3 You are not obliged to accept a cookie from us. If you do not accept the use of Cookies, however, certain log-in functions and other website functions may not operate properly. You may modify your browser so that it will not accept cookies.

5 INDEMNITY

You agree to indemnify and hold us, and any of our offices, employees and agents, harmless from and against all and any expenses, losses, liabilities, damages, costs or expenses of any character incurred or suffered and any claims or legal proceedings which are brought or threatened, in each case arising from your use of or conduct on the websites and/or a breach of these Terms.

6 WEBSITE CONTENT

6.1 The material and content provided on the websites is for your personal, non-commercial use only, save where expressly provided otherwise, and you agree not to distribute (whether directly or through a third party) or commercially exploit such material or content for yourself or any third party. The copyright in the contents of the website is owned by or licensed to us, and all trademarks and other intellectual property rights in and relating to the websites are owned by us or licensed to us to use for such purposes.

6.2 You may make a copy of the content on the websites (excluding materials obtained via Designated Products or Services) for your personal, non-commercial use, provided that you keep all copyright and other proprietary notices intact and you agree not to further modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from the websites, including, but not limited to, text graphics, video, messages, code and/or software, without our prior written consent.

6.3 If you wish to use any material for other purposes, please write to: info@fortesecurities.com. We will let you know on what terms such material may be available.

7 LINKS

7.1 We make no representations whatsoever about any other sites which you may access through our websites or which may link to the websites. When you access any other website, you understand that it is independent from our websites and that we have no control over the content or availability of the website. In particular, you agree that any dealings you have with such third-party site operators shall be on the terms and conditions (if any) of the third-party operator.

7.2 A link to any other website does not mean that we endorse or accept any responsibility for the content or use of such website, and we shall not be liable for any loss or damage caused or alleged to be caused by, or in connection with, use of or reliance on any such content, goods or services available on or through any such website or resource.

8 NOTIFICATION OF CHANGES

We may from time to time material modify these Terms; when this happens, we will notify you via our websites. Therewith all use of our websites will be governed by the modified Terms.

9 CONSENT

Your choice to use our websites, apply for membership in FORT, subscribe to any of our publications, or allow downloading of cookies via your browser, and/or otherwise provide

information to us constitute consent to these Terms and to the use of your information as described.

10 MISCELLANEOUS

We may assign or subcontract any or all of our rights and obligations under these Terms (subject to applicable law). If any provision of the Terms shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible and deemed deleted from tem. These Terms and your use of the website are governed by the laws of the United Kingdom and, in particular, the laws of England and Wales.

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