



PRIVACY POLICY

This statement outlines our policy on how we manage the personal information we hold about our customers, shareholders and others. It applies to all organisations within PCM UK and our group of companies. It is our policy to respect the confidentiality of information and the privacy of individuals. We are bound by the Data Protection Principles contained in the Data Protection Act 1998.

Our Privacy Policy Statement will be reviewed from time to time to take account of new laws and technology, changes to our operations and practices and to make sure it remains appropriate to the changing environment. Any information we hold will be governed by our most current Privacy Policy Statement.

- 1.1 You should read these Terms and our Privacy Statement carefully before completing an Application Form. The Application Form requires you to disclose personal data to us. Our Privacy Statement, located at www.primuscapital.uk, explains how we collect and handle this information. For the purposes of the DPA we are the data controller. We recognise the need to treat the data in an appropriate and lawful manner in accordance with the Data Protection Act and Regulations. Processing your data means doing anything with the personal data including accessing, disclosing, destroying or using the data in any way. Personal data means recorded information we hold about you which can identify you, this may include (but not limited to) name, addresses, emails etc. By way of summary:
- (a) we collect personal data from you in order to process your Application and if your Application is accepted, to administer your investment and to provide you with services related to your investment, which includes carrying out our obligations under this Agreement. If you do not provide us with your personal data we may not be able to process your Application;
 - (b) in order to do these things, we may disclose your personal data on a confidential basis to our agents, contractors or third party service providers to whom we outsource services (the "Service Providers"), to our related bodies corporate, our professional advisers, or to a proposed purchaser of the whole or any substantial part of our business;
 - (c) we may also disclose your personal data to relevant regulators (such as the FCA) or an official body as required or authorised by law;
 - (d) we may use your personal data to tell you about other products and services offered by us or other members of the FX Primus group of companies and client profiling (targeted advertising and creating lookalike audiences). In order to do that we may disclose your information to our related bodies corporate, or to their Service Providers; and
 - (e) we may also disclose your personal data to your financial adviser and/or Introducing Broker, if you have nominated them to us and/or provided consent.
 - (f) Creating anonymised statistical data.
- 1.2 We may transfer, store or process some or all of your personal data using our related bodies corporate or service providers located outside of the European Economic Area. Data protection laws in some countries may not be as strict as they are in the UK. If we send your personal data outside of Europe, we will always ensure that adequate measures are taken to protect it;



- 1.3 Your application for an Account and acceptance of these Terms constitutes your consent to the use and disclosure of your personal data in accordance with clauses 24.1 and 24.2 above. You have a right to access information that we are holding about you and where permissible we reserve the right to charge a reasonable fee. To do so you must write to us and request this and information and provide verification of your identity to the Data Protection Officer at compliance@primuscapital.uk. You authorise us, or our agents acting on our behalf to carry out such credit and identity checks as we deem necessary, which may result in your personal information being sent to agents outside the European Economic Area.
- 1.4 Please contact our support team on support@primuscapital.uk if you wish to opt-out from us using or disclosing your personal data for direct marketing purposes (under 24.1(d) above). It is important that you contact us because, by applying for an Account, you will otherwise be taken to have consented to our use and disclosure of your personal data for this purpose.
- 1.5 We must use and disclose your personal data in the ways disclosed in clauses 24.1(a) to (c) and 24.2 in order to provide you with a Contract and any related products and services that you have asked for. If you do not provide your consent, it may impact our ability to do business with you.
- 1.6 In the event that we are a) subject to a sale of our business (in whole or part) or b) undergo a reorganisation, you agree that any personal data we hold relating to you may be disclosed for the purpose of analysing the said sale or reorganisation or transfer to a third party and used for the same purpose as you have agreed under the terms of this Agreement.
- 1.7 All staff at Primus Capital Markets UK Limited are fully trained in the confidentiality of handling personal data.
- 1.8 All personal data held by us is done so in secure computer based storage facilities. Otherwise we hold the information in secure paper based files. No unauthorised persons are able to access these storage facilities.
- 1.9 Our website may install cookies on your computer to provide a better service or enhance the client experience. You have the option to turn such cookies off via your personal settings, although this will affect your ability to view parts of our website. Please read our cookies policy which you can find at www.primuscapital.uk.

2 WHY DO WE COLLECT PERSONAL INFORMATION?

Our business is to meet our customers' needs for a range of financial services. To do this effectively, we need to collect certain personal information.

3 WHAT KIND OF PERSONAL INFORMATION DO WE ASK FOR?

The type of personal information we may collect can include (but is not limited to) name, address, date of birth, contact details, income, assets and liabilities, account balances, trading statements, tax and financial statements and employment details. We obtain most of the information directly from our customers through application or other forms, and from maintaining records of information provided in the course of ongoing customer service. We may also obtain information from other sources. We may ask for other information voluntarily from time to time (for example, through market research, surveys or special offers) to enable us to improve our



service or consider the wider needs of our customers or potential customers. If you choose not to provide the information we need to fulfil your request for a specific product or service, we may not be able to provide you with the requested product or service.

4 HOW DO WE USE THIS INFORMATION AND WHO MAY WE DISCLOSE IT TO?

While we may send you marketing material from time to time that we think will be useful to you, we are conscious of the need to respect your privacy. Unless you are informed otherwise, the personal information we hold is used for establishing and managing your account, reviewing your ongoing needs, enhancing customer service and products and giving you ongoing information or opportunities that we believe may be relevant to you.

4.1 Depending on the product or service concerned and particular restrictions on sensitive information, this means that personal information may be disclosed to:

- 4.2 other companies within the PCM UK group who provide financial and other services
- 4.3 service providers and specialist advisers who have been contracted to provide us
- 4.4 with administrative, financial, insurance, research or other services
- 4.5 introducing brokers with whom we have a mutual relationship (any of whom may be within or outside the European Economic Area)
- 4.6 credit providers, courts, tribunals and regulatory authorities as agreed or authorised by law
- 4.7 credit reporting or reference agencies
- 4.8 anyone authorised by an individual, as specified by that individual or the contract

5 Generally, we require that organisations outside the PCM UK group of companies who handle or obtain personal information as service providers acknowledge the confidentiality of this information, undertake to respect any individual's right to privacy and comply with the Data Protection Principles and this policy. Third party service providers may keep a record of any searches performed on our behalf and may use the search details to assist other companies in performing their searches. Please note that third parties are not covered by our privacy policy and are not subject to our privacy standards and procedures.

6 MANAGEMENT OF PERSONAL INFORMATION

We train our employees who handle personal information to respect the confidentiality of customer information and the privacy of individuals. We regard breaches of your privacy very seriously and will impose appropriate penalties, including dismissal.

7 We have an appointed Privacy Officer to ensure that our management of personal information is in accordance with this statement and the Privacy Act.

8 HOW DO WE STORE PERSONAL INFORMATION?

Safeguarding the privacy of your information is important to us, whether you interact with us personally, by phone, mail, over the internet or other electronic medium. We hold personal information in a combination of secure computer storage facilities and paper-based files and other records, and take steps to protect the personal information we hold from misuse, loss, unauthorised access, modification or disclosure.

We may need to maintain records for a significant period of time. However, when we consider information is no longer needed, we will remove any details that will identify you or we will securely destroy the records.



9 HOW DO WE KEEP PERSONAL INFORMATION ACCURATE AND UP-TO-DATE?

We endeavour to ensure that the personal information we hold is accurate and up-to-date. We realise that this information changes frequently with changes of address and other personal circumstances. We can generally update your customer information over the telephone.

10 YOU HAVE THE RIGHT TO CHECK WHAT PERSONAL INFORMATION ABOUT YOU IS HELD BY US

10.1 Under the Data Protection Act, you have the right to obtain a copy of any personal information which we hold about you and to advise us of any perceived inaccuracy. The Act does set out some exceptions to this.

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

10.3 We may charge a fee to cover the cost of verifying the application and locating, retrieving, reviewing and copying any material requested. We will acknowledge your request and respond to it within 40 days of receipt of your application and any applicable fee.

11 WHAT IF YOU HAVE A COMPLAINT?

11.1 If you consider that any action of ours breaches this Privacy Policy Statement or the Data Protection Principles or otherwise doesn't respect your privacy, you can make a complaint. This will be acted upon promptly. To make a complaint, please telephone us on 0203 865 2276 and speak to Damian McDowell – CEO & Executive Director.

11.2 If you are not satisfied with our response to your complaint, you can telephone the Information Commissioner's information and enquiries line on 01625 545 745.

11.3 PCM UK Markets Limited, Privacy and Access Policies, July 2017 Authorised and regulated by the Financial Conduct Authority. Registered in England and Wales under No. 06592025.



HOW TO CONTACT US

If you want to:

- i) make a general enquiry about our privacy policy
- ii) change your personal information
- iii) access your personal information

Telephone us on 02038652276

Email us at info@primuscapital.uk

Write to us at:

Primus Capital Markets UK Limited
3rd Floor, 9 Devonshire Square
London
EC2M 4YD

12 PRIVACY: WEB SUPPLEMENT

This statement outlines some privacy issues specific to this website. We may collect personal information you enter when using our website.

13 WHAT IS A COOKIE AND HOW DO WE USE COOKIES?

- a. Cookies are small pieces of text stored on your computer to help us determine the type of browser and settings you are using, where you have been on the website, when you return to the website, where you came from, and to ensure your information is secure.
- b. The purpose of this information is to provide you with a more relevant and effective experience on this website, including presenting web pages according to your needs or preferences.
- c. We may also use independent external service providers to track the traffic and usage on the website.
- d. Cookies are frequently used on many websites on the internet and you can choose if and how a cookie will be accepted by changing your preferences and options in your browser. You may not be able to access some parts of this site if you choose to disable the cookie acceptance in your browser, particularly the secure parts of the website. We therefore recommend you enable cookie acceptance to benefit from all the services on the website.

14 TECHNOLOGY IMPROVEMENTS

We are constantly striving to improve functionality on this site through technology changes. This may mean a change to the way in which personal information is collected or used. The impact of any technology changes which may affect your privacy, will be notified in this Supplement at the time of the change.



15 LINKS TO THIRD PARTY WEBSITES

This website may have links to external third-party websites that may benefit the user. Please note, however, that third party websites are not covered by our privacy policy and these sites are not subject to our privacy standards and procedures.

ACCESS POLICY

Primus Capital Markets UK Limited ('we', 'us', 'our', 'ours' and 'ourselves' as appropriate), is authorised and regulated by the Financial Conduct Authority (registration number 488900). The FCA's registered address is:

25 The North Colonnade
London
E14 5HS

Our registered address is:

3rd Floor, 9 Devonshire Square
London
EC2M 4YD

Our contact details are 0203 865 2276 and info@primuscapital.uk.

This agreement will govern all dealings between us and the applicant customer ('you', 'your', 'yours' and 'yourself' as appropriate) during the application process.

In return for us granting you access to the Electronic Trading Services, you agree to the following terms

You will take all reasonable steps to ensure that no computer viruses, worms, software bombs or similar items are introduced into the System or software you use to access our Electronic Trading Services.

We and our licensors (as the case may be) will retain the copyrights, trademarks, database and other intellectual property in all elements of the design, software and databases contained within the Electronic Trading Services, and any information distributed to or received by you from us (including, but not limited to, our prices), together with the contents of our website(s), brochures and other material connected with our dealing service and in any database that contains or constitutes such information, will remain the sole and exclusive property of ours or any third party identified as being the owner of such rights, and you will not in any circumstances, obtain title or interest in such elements.

With respect to any market data or other information that we or any third-party service provider provide to you in connection with your use of the Electronic Trading Services, (a) we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (b) we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information; (c) you will use such data or information solely for the purposes set out in this Agreement; (d) such data or information is proprietary to us and any such provider and you will not retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as required by Applicable Regulations; (e) you will use such data or information solely in compliance with the Applicable Regulations; and (f) you will pay such



market data costs (if applicable, for direct market access for example) associated with your use of the Electronic Trading Service as we inform you from time to time.

In addition to the above, in respect of exchange data that you elect to receive via the Electronic Trading Service, you hereby agree to any terms and conditions relating to the redistribution and use of such data as set out in our website on the exchange permissions page.

This agreement and all our dealings with you are in all respects governed by English law, and the courts of England and Wales will have nonexclusive jurisdiction to settle any disputes that may arise in relation thereto. Nothing in this term will prevent us from bringing proceedings against you in any other jurisdiction. No one other than a party to this agreement, their successors and permitted assignees shall have any right to enforce any of its terms.

For the purposes of this agreement, 'Electronic Trading Services' means any electronic services (together with any related software) including but not limited to trading, pricing or information services that we grant you access to or make available to you either directly or through a third-party service provider, and used by you to view information.

For the purposes of this agreement, 'System' means all computer hardware and software, equipment, network facilities and other resources and facilities needed to enable you to use an Electronic Trading Service.