

Principles of Processing Customer Data

We value all of our customers and respect their right to privacy and protection of their data. We would like our customers to be aware of why and how we use their data, what their rights are and how they can exercise their rights.

1. Terms and definitions. General provisions.

- 1.1. **Customer** for the purposes of these Principles for Processing Customer Data (“**Principles**”) is a natural person or a legal person who has expressed a desire to use, who is using or who has used MAINSTON services and who is otherwise connected to services provided by MAINSTON.
- 1.2. **Customer Data** is any sort of information, including encrypted and personal data known by MAINSTON regarding a Customer.
- 1.3. **Processing** is any procedure performed with Customer Data, including collection, retention, use and sending of data.
- 1.4. **Personal Data** are any information on natural person Customers who have been identified or are being identified.
- 1.5. **Third Party** is any person who is not the Customer, MAINSTON or MAINSTON employee and who, either alone or with a second person, defines the purposes and means for Processing of Customer Data.
- 1.6. **MAINSTON** is Mainston International OÜ and other legal persons in which Mainston International OÜ holds, directly or through subsidiaries, over 50% of the shares.
- 1.7. These Principles shall apply insofar as they do not contradict the Terms & Conditions.

By entering into a customer relationship with MAINSTON or expressing the desire to do so, the Customer agrees to the Processing of Customer Data on conditions and in accordance with procedure set forth in these Principles.

2. General principles

- 2.1. Processing of Customer Data at MAINSTON takes place in accordance with requirements set forth in Regulation (EU) 2016/679 of the European Parliament and of the Council (**General Data Protection Regulation**), the Personal Data Protection Act, other relevant legal acts and the requirements set forth in these Principles. The conditions for Processing of Customer Data may also be described in contracts and other documents related to MAINSTON services.
- 2.2. Based on the requirements of legal acts, and pursuant to the employment contracts and other agreements entered into on the basis thereof, MAINSTON and its employees are obliged to keep Customer Data confidential indefinitely and are liable for violations of the aforementioned obligations. MAINSTON shall allow access to Customer Data only to employees who have received the relevant training. An employee shall have the right to process Customer Data only in the extent necessary for fulfilling the duties of employment assigned to that employee.

2.3. MAINSTON shall use authorised processors for Processing of Customer Data. MAINSTON shall in this regard ensure that such data processors process Customer Data only in accordance with instructions from MAINSTON and in conformity with the requirements for data protection.

3. The categories of Customer Data processed by MAINSTON, objectives of Processing and legal basis for Processing

3.1. MAINSTON gathers Customer Data mainly from the Customer (e.g. applications, orders and requests, in the course of Customer interaction) and in the course of use of the services by the Customer (e.g. execution of payments and transfers, exchange of crypto and Fiat currencies, performance of contracts).

3.2. MAINSTON also obtains Customer Data from Third Parties, such as: public and private registers (e.g. Population Register, Central Register of Securities, KMAIS information system, register of taxable persons). MAINSTON use these data mainly for verifying and updating Customer Data and for evaluating the Customer financial conduct; OÜ Krediidiregister, and Creditinfo Eesti AS. MAINSTON uses these data mainly for verifying and updating the Customer's financial conduct information and risk management, including compliance with obligations stemming from the accounting standards (IFRS 9); banks, foreign brokers, payment service providers and other financial services providers, as well as other business partners, if the Customer has provided consent to our business partner for this purpose or the sending of data is permitted by legal acts. MAINSTON uses these data mainly for enabling provision of service to Customers.

3.3. MAINSTON process Customer Data for compliance with legal obligations stemming from legal acts (national laws, supervisory guidelines, regulations and EU legal acts), performance of contracts with Customers and preparing for entering into contracts, e.g. for processing applications submitted by Customers, on the basis of Customer consent and for protection of MAINSTON's own legitimate interests.

3.4. MAINSTON's legitimate interests are expressed in furtherance of its own operating activity in offering Customers better services and products, developing its own products, ensuring data and information security and performance of general legal obligations set forth in legal acts.

3.5. On the basis of consent for Processing Customer Data, MAINSTON shall ask for consent, e.g., on relevant applications and requests, and allow the Customer to provide its consent voluntarily.

3.6. The Principles are amended solely due to changes arising from legal acts, including for the purpose of bringing them into conformity with requirements arising from legal acts, or only if the amendments do not impact processing of existing Customer's data (e.g. upon market launch of a new product).

3.7. MAINSTON also processes Customer Data for the following purposes:

3.7.1. administering the Customer relationship, inspecting and, if necessary, correcting the data submitted by the Customer and enabling access to products and services. Processing takes place for performing the contract or adopting measures prior to conclusion of contract;

- 3.7.2. exercise of MAINSTON's rights in connection with legal requirements, substantiation and defence of rights in court or extra-judicially and proceedings on debts. Processing takes place on the basis of MAINSTON's legitimate interest and for the purpose of performance of a contract;
- 3.7.3. provision of services, including execution of payments and transfers and exchange transactions. Processing takes place for the purpose of performance of contract;
- 3.7.4. ensuring physical security and data and information security, including recording of interactions with Customers and use of security cameras. Processing takes place for performance of a legal obligation set forth in various legal acts, including the Credit Institutions Act, the Financial Supervision Authority's guidelines and the Creditors and Credit Intermediaries Act, and on the basis of MAINSTON's legitimate interest;
- 3.7.5. conducting Customer surveys, researching consumer habits. Such data processing takes place on the basis of legitimate interest of MAINSTON to receive feedback from Customers about their satisfaction with the services and products offered by MAINSTON and thus developing existing and new products and services.

4. Forwarding of customer data

- 4.1. MAINSTON has the right to forward Customer Data (not including special types of Personal Data) to the following Third Parties, and the Customer shall not consider this breach of obligation to maintain confidentiality (including business secrets):
 - 4.1.1. other MAINSTON companies, who may process the Customer Data, e.g. for evaluating the Customer's expertise, risk management and hedging of risks, and compliance with fiduciary regulations;
 - 4.1.2. persons and organisations related to provision of service and performance of agreements concluded with the Customer;
 - 4.1.3. credit and financing institutions, payment service providers, financial service intermediaries and trading venues both in Estonia and abroad, on the basis of queries from such institutions, for provision to the Customer of service desired by the Customer or for assessing the trustworthiness and risk of the Customer or person related thereto;
 - 4.1.4. Third-party service providers to whom MAINSTON has delegated activity (e.g. companies engaged in sale and trade in connection with sale of MAINSTON services and establishing identity);
 - 4.1.5. MAINSTON consultants or other service providers (e.g. auditors), if the Customer Data are necessary for them to provide quality service to MAINSTON;
 - 4.1.6. to other Third Parties, if the Customer is in breach of contract (e.g. to provider of debt collection service).
- 4.2. MAINSTON is obliged to disclose and to convey Customer Data for the purpose of performing obligations arising from legal acts and international and mutual legal assistance (e.g. forwarding data to investigative bodies, notaries, trustees in

bankruptcy, the Tax and Customs Board, Financial Intelligence Unit, Financial Supervision Authority).

5. Forwarding Customer Personal Data outside the European Economic Area

- 5.1. As a general rule at MAINSTON, Customer Personal Data are not sent outside the European Economic Area and if this is done, then before any data is sent, the background of the Third Party is verified thoroughly, and measures are applied to ensure secure data transmission including, if possible, measures to accord equivalent protection to Personal Data as those which exist in the European Economic Area.
- 5.2. When sending Customer Personal Data outside the European Economic Area, appropriate protection measures are applied, e.g. forwarding data to a country that in the judgment of the European Commission has a sufficient level of data protection, and forwarding of data to a Third Party in the United States of America which has been certified on the basis of Privacy Shield data protection framework and the use of standard data protection clauses developed by the Commission.
- 5.3. In the absence of appropriate protection measures, MAINSTON is entitled to forward Customer Personal Data outside the European Economic Area in situations where forwarding the data is, for example, necessary for performing a contract between the Customer and MAINSTON or for implementing measures adopted on the basis of Customer's application.

6. Customer's rights in connection with Processing of their data

- 6.1. The Customer has the right:
 - 6.1.1. to receive information on whether MAINSTON will process their Personal Data and if it does process the data, the right to receive a copy of their Personal Data and to demand corrections to their Personal Data if the changes have been made to the data or the data are otherwise inaccurate. The Customer has the opportunity to see their Personal Data e.g. at website of MAINSTON. The Customer's right to see their personal data may be limited by legal acts, other persons' rights to their privacy and MAINSTON'S rights (e.g. protection of business secrets);
 - 6.1.2. to prohibit use of their contact data for sending out offers. For this purpose, the Customer is guaranteed the right upon receiving a marketing communication to unsubscribe from the relevant list; the Customer can also, before receiving offers, contact the relevant MAINSTON company whose Customer they are;
 - 6.1.3. rescind the consent given to MAINSTON for Processing of their Personal Data. After the consent is rescinded, MAINSTON shall no longer process the Customer's Personal Data for the purpose consented to by the Customer;
 - 6.1.4. to make objections to the Processing of their Personal Data, including performance of profile analysis by MAINSTON, if MAINSTON processes the data on the basis of its legitimate interest. In such a case, MAINSTON has no right to process the Customer's Personal Data, unless MAINSTON's interests

outweigh the potential restriction of the Customer's rights (e.g. performance of general legal obligations);

- 6.1.5. demand cessation of Processing of their Personal Data if the Processing of Customer Data occurs unlawfully, i.e. if MAINSTON lacks a legal basis for Processing of the data;
- 6.1.6. to demand deletion of their Personal Data, e.g. if MAINSTON lacks the right to process such data or processes the data on the basis of the Customer's consent and the Customer rescinds consent. The deletion cannot be requested in an extent to which MAINSTON has the right or obligation to process Personal Data (e.g. for complying with a legal obligations, performing a contract, exercising its legitimate interest);
- 6.1.7. demand restriction of Processing of its Personal Data, e.g. at the time that MAINSTON is evaluating whether the Customer has the right to the deletion of its Personal Data;
- 6.1.8. to receive a copy of Personal Data they have submitted to MAINSTON and which are being processed on the basis of consent or for performance of contract, in a universal electronically readable format, and if technically possible, forward the data to another service provider.

6.2. The Customers may exercise their rights by contacting MAINSTON via the details specified in clause 7.3. MAINSTON shall respond to the demand without undue delay, and no later than one month of receiving the demand. If, prior to responding to the demand, it is necessary to ascertain circumstances, ask for additional details or perform checks, MAINSTON may extend the deadline for responding, notifying the Customer thereof in advance.

7. Protection of Customer rights

- 7.1. MAINSTON shall be responsible for processing of Customer Data.
- 7.2. Customers may contact MAINSTON in connection with queries and cancellation of consent, and natural person Customers may, in regard to processing of Personal Data, demand exercise of their rights and lodge complaints in connection with Processing of their Personal Data.
- 7.3. Details for contacting MAINSTON: address Viru Väljak 2, 10111 Tallinn, email support@mainston.com.
- 7.4. The contact details for the designated data protection specialist for private customers (natural persons): address: Tartu mnt 2, 10145 Tallinn, e-mail compliance@mainston.com.
- 7.5. In addition, the Customer has the right to contact the Data Protection Inspectorate (website: www.aki.ee) or a court in their jurisdiction in the event of violation of their rights.

8. Amendment and application of the Principles

- 8.1. MAINSTON has the right to unilaterally amend the Principles at any time, based on the valid legal acts.
- 8.2. MAINSTON shall notify the Customer of amendments to Principles on the website, www.mainston.com, and/or by communication device agreed on with the Customer

at least 1 (one) month in advance, unless the principles are amended solely due to changes arising from legal acts, including for the purpose of bringing them into conformity with requirements arising from legal acts, or only if the amendments do not impact processing of existing Clients' data (e.g. upon market launch of a new product).

- 8.3. The Principles shall be applied in processing of all Customers' Customer Data, including customer relationships commenced prior to entry into force of the Principles.