

DATA PROTECTION AND CONFIDENTIALITY AGREEMENT

This Agreement (the “DP Agreement”) sets out the terms and conditions pursuant to which FFA (Dubai) Limited may collect, handle, disclose, use or otherwise process Client’s non-public personal information in accordance with the Data Protection Law, DIFC Law No.1 of 2007 (as amended by Data Protection Law Amendment Law (DIFC Law No. 5 of 2012)) and Data Protection Regulations and amendments to the Law and Regulations applicable in the Dubai International Financial Centre.

The Client hereby declares that FFA (Dubai) Limited may collect, handle, disclose, use or otherwise process Client’s non-public personal information for the purpose of fulfilling its obligations under these Terms, to maintain compliance with its regulatory obligations and ensuring the efficiency and effectiveness of its business operations acting for and on behalf of the Client.

1. Defined Terms

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

“Personal Data”	means any non-public personal information collected directly from the Data Subject including but not limited to full name, date & place of birth, license details, entity structure and activities, nationality, address, contact details, social security number, passport copies, evidence of address, employment details and financial information such as assets, source of funds and wealth, income information, portfolio and accounts.
“Data Subject”, “you”	means the person or persons entering into this agreement that is (are) determined to be eligible Professional Client(s) of FFA (Dubai) Limited as defined under the Dubai Financial Services Authority Rules (“DFSA”).
“Data Controller”	means FFA (Dubai) Limited, alone or jointly with others determines the purposes and means of the Processing of Personal Data.
“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.
“Governing Law”, the “Law”	the Data Protection Law, DIFC Law No.1 of 2007 (as amended by Data Protection Law Amendment Law (DIFC Law No. 5 of 2012)) and Data Protection Regulations and amendments to the Law and Regulations applicable in the Dubai International Financial Centre. The Law is meant to apply to persons and businesses operating within the DIFC.
“Recipient”	any person to whom Personal Data is disclosed, whether a Third Party or not; however, authorities which may receive Personal Data in the framework of a particular inquiry shall not be regarded as Recipients.
“DIFC”	the Dubai International Financial Center.
“DFSA”	the Dubai Financial Services Authority.
“DIFC”	the DIFC Authority established under Dubai Law.
“Court”	the DIFC Court as established under Dubai Law.
“FFA”, “We”, “us”, or “ourselves”	means FFA (Dubai) Limited, a company that is limited by shares, a wholly owned subsidiary of FFA Private Bank S.A.L, formed and registered under the Laws of the Dubai International Financial Center (“DIFC”) under a DIFC license number CLO269, regulated by the Dubai Financial Services Authority (“DFSA”), under reference number F000240, and having its registered office at Dubai International Financial Center, Precinct Building 5, Level 4, office # 410, PO Box 506567, Dubai, UAE, Tel:+971 4 3637470, Fax: +971 4 3637471, www.ffadubai.com, its owners, successors, subsidiaries, correspondents, affiliates, agents, sub-contractors, associates or employees.

“FFA Private Bank”

means FFA Private Bank S.A.L., a specialized bank registered in the Beirut commercial register under number 70256, regulated by the Central Bank of Lebanon (“BDL”), and listed on the Banks’ List under number /129/, and having its registered offices at One FFA Gate, Marfaa 128 Building, Foch Street, Beirut, Central District, PO Box 90-1283, Beirut, Lebanon, Tel: +961 1 985 195, Fax: + 961 1 985 193, www.ffaprivatebank.com).

“FFA Group”

means a group of companies that is linked by a shareholding relationship, owned by FFA Private Bank incorporated in Lebanon and regulated by the Central Bank of Lebanon, having its offices at One FFA Gate, Marfaa 128 Building, Foch Street

2. Processing and Disclosure of Personal Data

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

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

1. its head office, affiliates, associated firms or any other branches or subsidiaries of the FFA or FFA Group;
2. its auditors, lawyers, translators, professional advisers and any other person(s) under a duty of confidentiality to the FFA;
3. vendors, installers, maintainers or services of the FFA's computer systems;
4. brokers, custodians, support firms, correspondent FFA’s, or any person (including any agent, contractor or third party service provider) with whom the FFA is engaged, contracts or proposes to contract with regard to the provision of financial services in respect of the Client's account(s) or in connection with any services offered to you by the FFA, for effecting your transactions, wire transfers, maintaining accounts for you and/or on your behalf;
5. any person with whom the FFA 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;
6. any person employed with, or engaged as an agent by, the FFA or its head office or affiliates, including any relationship officers, for the purposes of or in connection with interactions with the Clients or providing services to the Clients or processing transactions pertaining to the Clients' account(s);
7. to enable the FFA to centralise or outsource its data processing and other administrative operations to the FFA's head office, its affiliates or third parties engaged by the FFA (whether within or outside DIFC) for any such services/operations;
8. to respond to court orders and legal investigations related to you;
9. for the purpose of administering and fulfilling its obligations under contracts entered into with you, for performing the obligations laid down by laws and regulations, for ensuring the efficiency and effectiveness of its business operations, for providing the financial service and products you are applying 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 DFSA Anti Money Laundering module;
10. for the assessment and acceptance of clients and/or potential client, the conclusion and performance of contracts with a client and the settlement of payment transactions;
11. compliance with statutory obligations; and/or
12. The management of a relationship with a client where disclosure is intended for the purpose of effecting transactions in connection with the Client Agreement or establishing a relationship with a view to such transactions.

2.3. The Client hereby agrees and expressly consents to the FFA (from its offices in the DIFC) processing or transferring all Personal Data and other data, documents or records pertaining to the Client to third parties or to other companies within the FFA’s group in any jurisdiction, which includes companies outside the DIFC. The Client hereby acknowledges that the Data Protection legislation outside the DIFC may not offer the same level of protection as the Data Protection Law.

2.4. The Client hereby acknowledges and expressly agrees that all Personal Data as defined in the DIFC Data Protection Law 2004 (“the Law”) related to the Client held by the FFA or any member of the FFA’s group may be disclosed to the DFSA, DIFCA, or

other authority or regulatory body having jurisdiction over the FFA upon request by the relevant authority whenever such disclosure is required under the laws or regulations relating to the DFSA or the DIFC or otherwise in accordance with the Data Protection Law (with subsequent amendments from time to time) or other applicable foreign laws or regulations.

2.5. Subject to applicable Laws and Regulations, any information provided may be used to advise you, by post, telephone or other electronic media, of any products and services that we think may be of interest to you, unless you instructed us otherwise. Where we use your personal details to tell you about other products and services we will give you the opportunity to inform us that you do not wish your details to be used in this way. For your protection, telephone calls will be recorded and may be monitored.

3. Use of Personal Data

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

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

3.3. You authorise the FFA 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, FFA Group to update client 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 Law.

3.4. You have the right of access to certain personal records that we hold about you, as provided under the Data Protection Law applicable in the Dubai International Financial Centre upon written request to: FFA (Dubai) Limited, Dubai International Financial Center, Precinct Building 5, Level 4, office # 410, PO Box 506567, Dubai, UAE, attention: Compliance Department

4. Confidentiality

4.1. The Parties agree and covenant that they shall treat as confidential, non-public and proprietary 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 ("Confidential Information"). Recipient Party shall not disclose any Confidential Information to any third party without prior consent of Disclosing Party, except:-

1. If it becomes generally available to the public other than as a result of a breach of an obligation under this clause (4);
2. If it is acquired from a third party who owes no obligation of confidence in respect of the Confidential Information;
3. To our respective employees (where available) involved in the Services, but we will each make our respective employees, to whom such Confidential Information is disclosed, aware of the restrictions on disclosure contained in this clause (4).
4. Where the information has been independently developed by the Recipient;
5. 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)

4.2. The obligations of the Parties under this clause (4) shall continue at all times during the term of this Agreement and thereafter without any limitation as to time.

5. Governing Law

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

6. Update of Personal Data

The Client hereby undertakes to inform the FFA 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 the Client Agreement or in any other document related to the Account opening process, 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.

7. Waiver of Data Protection and Confidentiality

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