

Our commitment to protecting your information

EFG Harris Allday (together or separately, “we”, “us”, “our”, or “EFG”) is committed to protecting the Personal Data and Sensitive Personal Data of our data subjects (“you”) and maintaining your privacy. In the ordinary course of our business, and on an ongoing basis, you entrust us with important information (such as data that can be used to identify you as an individual), and we take our responsibility for protecting and safeguarding this information seriously.

In this respect, we endeavor to adhere to and comply with strict standards of security and confidentiality that are set forth in applicable data protection regulations, including the General Data Protection Regulation (EU) 2016/679 (“**GDPR**” or “**Data Protection Laws**”).

This privacy statement sets out our standards for protecting your personal data and any sensitive personal data (also known as special categories of personal data) in relation to its collection, handling, processing, storage, use, transportation and destruction by us and any third party we engage that processes your personal data or sensitive personal data on our behalf, including any affiliates.

We require any third party we engage that processes personal data or sensitive personal data on our behalf, to fully comply with applicable data privacy laws as well as the data protection and confidentiality obligations provided in our agreements with them.

Outside EU / EEA

Where we transfer your personal data outside of the European Union (“**EU**”) or the European Economic Area (“**EEA**”), we will take all steps reasonably necessary to ensure that your personal data is kept secure and treated in accordance with this privacy statement and the requirements of applicable law wherever the data is located. Where applicable, we will ensure that appropriate transfer agreements and mechanisms (such as Standard Contractual Clauses -defined below-) are in place to help ensure that our third-party service providers, including affiliates outside of the EEA, provide an adequate level of protection to your personal data. Outside of the EEA, data protection laws may be less stringent than they are within the EEA. You may request further details about processing activities affecting your personal data that are conducted outside of the EEA by contacting our [Data Protection Officer](#).

Privacy statement

We wish to inform you that any Personal Data or Sensitive Personal Data we obtain from or concerning you will be collected, handled, processed, stored, used, transported and destroyed in accordance with EFG’s legal and regulatory obligations, books and recordkeeping policies and this privacy statement.

To provide services and products, or for purposes of establishing and maintaining a relationship with you, we may collect Personal Data or Sensitive Personal Data about you directly or from publically available sources (e.g. the internet and social media websites), agencies who carry out enquiries, searches or investigations on our behalf, our affiliates

and joint account holders, among other sources. As such, we serve as Data Controller relevant to your Personal Data and Sensitive Personal Data. Our affiliates, including our parent company in Switzerland, EFG International, may also process your Personal Data or Sensitive Personal Data as a Data Processor or even Sub-processor, on our behalf. Where you have an engaged us, as well as one or more of our affiliates to provide you products and services, your Personal Data and Sensitive Personal Data may be transferred among us and such affiliates.

We may process your Personal Data or Sensitive Personal Data as a Data Processor or even Sub-processor, on behalf of a third party serving as Data Controller, which may be an affiliate of ours. Where this is the case, we will comply with the Data Protection Laws, but such processing may otherwise be governed by the third party's privacy policy.

Where we process personal information pertaining to your minor dependents or medical information we will seek your consent.

Purposes of holding your data

Generally, we collect, handle, process, store, use and transport your Personal Data and Sensitive Personal Data for the purposes of

1. providing the products and services that you have requested (including where you have requested products and services from us and one or more of our affiliates),
2. administering your account(s), portfolios and mandates,
3. administering and maintaining your electronic communications with us (e-mail, fax and telephone),
4. identifying and offering suitable products and services (unless you ask us not to do this),
5. managing risk on a local and consolidated basis,
6. meeting requests or demands for information from authorities or third-parties,
7. meeting applicable legal and regulatory requirements,
8. endeavoring to adhere to industry best practices,
9. to enter into and maintain a relationship with you,
10. to conduct, monitor and analyse our business, and
11. to combat crime and terrorism (the **"General Processing Purposes"**).

Your request for products, services or other engagement with us requires us to process your Personal Data and Sensitive Personal Data in order to perform our contract with you (or to facilitate entering into such contract) is our primary legal ground for the General Processing Purposes. However, there may be circumstances where we also rely on other valid legal grounds for the General Processing Purposes. These include your express consent, our legitimate interests as a business (except where such interests are overridden by your interests or rights), adherence to industry best practice, or our compliance with a legal or regulatory obligation.

Time we hold your data

We destroy or anonymise documents and information that may contain your Personal Data and Sensitive Personal Data in accordance with our record retention policies that apply to specific types of records. These are subject to periodic review and you may

request information regarding our retention policies by [contacting us](#). However, as a general principle, we will retain your Personal Data and Sensitive Personal Data until your last use or purchase of our products and services and for a minimum period of 5 years thereafter, unless longer retention is required by applicable local law, legitimate business needs or where we have a lawful purpose to do so. Notwithstanding the foregoing, unless you indicate in writing to the contrary, we reserve the right to destroy or anonymise documents containing your Personal Data and Sensitive Personal Data immediately upon your last use or purchase of our products and services, or when our contractual relationship ends.

Additional reasons we use your data

We may also use your Personal Data or Sensitive Personal Data to

1. confirm your identity, reputation, educational background, and source of funds;
2. to improve service levels being provided to you;
3. to administer our business;
4. to maintain our records;
5. to communicate with you (including sending alerts, notifications, updates, content or information);
6. to conduct analysis and better understand client behaviors on a statistical basis as well as specific interactions;
7. to enhance and support our operations;
8. to conduct audits;
9. to manage our risks; to carry out servicing, maintenance and security of your accounts (including e-Banking);
10. to market our products and services;
11. to tailor our offerings to you;
12. and to the extent necessary to comply with court orders, law, rules, regulations, codes of practice, guidelines or requests applicable to us (including reporting to regulators, trade depositories, or responding to requests from law enforcement authorities or governmental agencies)(**“Specific Processing Purposes”** and, together with the General Processing Purposes, the **“EFG Processing Purposes”**).

Our compliance with legal obligations is our primary legal ground for the Specific Processing Purposes. However, there may be circumstances where we also rely on other valid legal grounds for the Specific Processing Purposes. These include your express consent, our legitimate interests as a business (except where such interests are overridden by your interests or rights) in the case of enhancing and supporting our operations and processing necessary in order to perform our contract with you (such as, for example, in the case of confirming your identity, source of wealth, credit worthiness, etc.

Further information about the purposes for which we may collect, handle, process, store, use and transport your Personal Data or Sensitive Personal Data may be contained in privacy notifications provided to you on or before collection of your Personal Data or Sensitive Personal Data, within our agreements with you, or our terms and conditions which govern our relationship with you. Any processing of your Personal Data or Sensitive Personal Data will be only for EFG Processing Purposes or for any other purposes specifically permitted by applicable Data Protection Laws. If it becomes necessary to

change the purpose(s) for which the data is processed, we will inform you of the new purpose(s) by updating this statement and, if required, obtain your consent before any processing occurs.

Your rights

Under applicable Data Protection Laws you have certain rights that may include the right to limit how your Personal Data or Sensitive Personal Data is processed. You have the right to decline providing information we may request but we may not be able to make certain products and services available as a result.

We will not sell, rent or trade your Personal Data or Sensitive Personal Data to third parties for marketing purposes.

In addition, you may, where permitted under the Data Protection Laws:

1. check whether we hold your Personal Data or Sensitive Personal Data;
2. ask us to provide you with a copy of your Personal Data or Sensitive Personal Data;
3. ask us how we process, maintain and share your Personal Data or Sensitive Personal Data;
4. require us to correct any of your Personal Data or Sensitive Personal Data that is inaccurate, under certain circumstances;
5. request the deletion of your Personal Data or Sensitive Personal Data so long as we are not required to retain such information in order to meet its legal or regulatory obligations, manage risks or business purposes;

Under the Data Protection Laws, you may request details about the processing of your Personal Data and Sensitive Personal Data, including the purposes for which it is being or will be processed and the recipients or classes of recipients to whom it is being or will be disclosed.

If you would like more information about how to exercise this or your other rights, please [contact us](#). We may charge a fee for providing this information to you (details of which are available upon request) up to the legal maximum. If you make a written request to us, we will also correct, delete and/or block Personal Data or Sensitive Personal Data from further processing if that information proves to be inaccurate. If you believe any personal information we are holding about you is incorrect or incomplete, please [contact us](#) as soon as possible.

You have the right to lodge a complaint with the Information Commissioner's Office if you believe your privacy rights are being infringed and you are not satisfied with our response to your inquiries or otherwise any actions taken by us.

This privacy statement constitutes an important part of any agreements, mandates or other binding arrangements we may have or enter into with you from time to time, and amended versions reflecting changes may be posted on this site from time to time. Please make sure that you regularly reference this site in order to remain aware of changes to our practices. However, nothing in this privacy statement or any amended version will serve to limit your rights under applicable Data Protection Laws.

Use of our website and electronic communications

Cookies

Cookies are small files which are stored on your computer or device to keep track of your visit to the website and your preferences; as you move between pages, and sometimes to save settings between visits. Cookies help us gather statistics about how often people visit certain areas of the site, and help in tailoring websites to be more useful and user-friendly. For more information on cookies, and for information on how to control and delete cookies from your browser, please visit the Information Commissioner's Office website <https://ico.org.uk/for-the-public/online/cookies/>.

We may use cookies on this site to collect information pertaining to your usage of the site, improve user experience and to facilitate your movement within the site. In addition, the cookies we store on this site may be used to:

1. track the number, and type of visits to the site and its pages, in order for us to determine which parts of the site are working well, and which need improvement;
2. store your preferences such as your preferred language;
3. gather statistics on the number of users and their usage patterns; and
4. improve the speed and performance of the site.

By accessing this site you agree to our use of cookies for these purposes.

Links to third-party sites

This site may contain hyperlinks to other websites that are not operated or controlled by us, including the sites of regulators or the companies that host these pages. These sites and the persons that control them are not subject to this privacy statement. Further, to the extent you access their sites via the links on this site, we are not responsible for their content, their treatment of your data or their use of web bugs or cookies.

Call recordings

We may collect Personal Data and Sensitive Personal Data about you as a result of us recording telephone calls that you have with our employees, and process those recordings in order to satisfy our legal and regulatory obligations, manage risks, improve client experiences and service levels or otherwise for our legitimate business purposes.

Electronic communications

We are pleased to offer the convenience of having account-related information as well as account documents, including, but not limited to, statements and advices, regulatory notices and disclosures, electronically communicated to you (the "Account Documents"). Any Account Document delivered electronically will contain the same information as a paper version of the same document, and at any time you may request a paper copy of any electronic version of a document. For enhanced security, we strongly encourage you to consider activating eBanking – please check with your Client Relationship Officer to determine if it is available in your location.

eBanking security

Sending private and confidential information via e-mail or fax involves the use of insecure channels and carries enhanced risk of unauthorized third-party access as well as potential misuse of such information. While no system, including eBanking or secure messaging facilities, can offer absolute security, the controls and security measures offered by eBanking, including messaging features, provide users with the convenience of electronic communication capabilities as well as access to their information and Account Documents with the **reduced risk of being compromised**. The eBanking platform, as well as any data and private information about you and your accounts(s) contained within eBanking, is administered, managed and maintained by EFG Bank AG in Switzerland.

Please be advised that all private and confidential account information, including Account Documents, sent via electronic communication will be deemed to be good and effective delivery to you when sent or made available by EFG or our affiliates, regardless of whether or not you actually or timely receive such communications or are able to access the Account Documents. We will communicate with you via the numbers, accounts or address(es) (physical and electronic) you have provided to us, and you must promptly notify us of any changes thereto.

Undeliverable communications

If we receive notification that an electronic communication is undeliverable, or if we reasonably believe that your designated accounts, numbers or addresses have been compromised, or if we reasonably believe that you are not receiving or accessing electronically delivered communications or Account Documents, we may discontinue electronic communications without notice to you and provide delivery of communications and Account Documents exclusively to your designated mailing address listed, even if you had previously elected to be a 'Paperless' client. It is your responsibility to promptly notify us if any of your designated numbers, e-mail accounts or addresses have been compromised.

Access to information

We do not charge for any electronic delivery service. However, you may incur costs associated with electronic access to documents, such as usage or data charges from an Internet access provider and/or telephone company. An e-mail account and access to an Internet browser will be required in order to communicate electronically with us, and in order to review Account Documents that require PDF readers, options such as Adobe Acrobat Reader®, Acrobat® software are available for download free of charge. If you wish to print documents, you must have access to a printer, the costs of which are your sole responsibility. In order to access password protected or encrypted Account Documents on mobile devices or otherwise, you may be required to download and install software.

Internet risks

The privacy and security of electronic communications cannot be guaranteed and presents inherent and prevalent security risks including the risk of interception and misuse. Further, actual delivery of electronic communications is not guaranteed, and communication by mobile text, Bloomberg messaging, e-mail or fax maybe subject to delay or even mis-delivery.

Authorisation

We may rely on and act in good faith upon receipt of electronic communications from the designated numbers, addresses and accounts detailed above, and shall not be required to make any enquiries as to the authenticity of such instructions or to the authority or identity of the person making or purporting to make the instructions.

It is **your responsibility** to confirm that we have executed any instructions you send electronically, including any securities orders or payment instructions, to the extent receipt of your instructions is not otherwise acknowledged as accepted by us, in order to prevent losses, including any opportunity cost, to you. We will not be liable to you for any actual or alleged loss due to executing instructions received from the designated numbers, accounts and addresses set forth above, inability to timely execute instructions sent by you electronically where delivery of your communication is delayed, fails to be received or is inadvertently misdirected due to our security filters or other factors.

Password protection

Upon your specific request, we may provide your Account Documents without password protection or encryption. Receiving unprotected Account Documents presents inherent and prevalent security risks including, but not limited to, enhanced risks associated with unauthorized third-parties accessing and misappropriating your personal and private information. By instructing us to remit your Account Documents in an unprotected format you acknowledge and accept such risks, and will hold us and our affiliates harmless with respect to any actual or alleged losses or damages that directly or indirectly relate to us complying with your instructions.

Definitions

For purposes of this privacy statement, please note the following definitions will apply:

"Personal Data" and **"Sensitive Personal Data"** (which may be used interchangeably with the term "special categories of personal data") have the meaning given to it in the Data Protection Laws;

"Process/Processing", **"Data Controller"**, **"Data Processor"**, **"Data Subject"**, and **"Personal Data Breach"** shall have the same meanings as in the Data Protection Laws;

"Standard Contractual Clauses" means the standard contractual clauses as approved pursuant to Commission Decision of 5 February 2010 (on standard contractual clauses for

the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and the Council), the standard contractual clauses as approved pursuant to Commission Decision of 27 December 2004 (on standard contractual clauses for the transfer of personal data to controllers established in third countries under Directive 95/46/EC of the European Parliament and the Council) or any set of standard contractual clauses which substantially amends, replaces or supersedes the foregoing; and

"Subprocessor" means any Data Processor appointed by us, which may include an affiliate.

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