

Principles of processing Client data

Valid as of 02.01.2018

The principles how Bernstein processes client data are described in these **Principles of processing Client data**, hereinafter also referred as the **principles**.

The principles apply if a Client uses, has used or has expressed an intention to use or is in other way related to any of the services provided by Bernstein Trust⁺ Group, including to the relationship with the Client established before these principles entered into force.

1. Definitions

Client means any natural person or legal entity who uses, has used or has expressed a wish to use or is in other way related to any of the services provided by Bernstein Trust.

Client data means any information (incl. any information subject to secrecy and Personal data) known to Bernstein about the Client or its representatives.

Personal data means any information directly or indirectly related to the Client as a natural person.

Processing means any operation carried out with Client data (incl. collection, recording, storing, alteration, grant of access to, making enquiries, transfer, etc.).

Bernstein means any legal entity belonging to the Bernstein Trust⁺ Capital Services Group who is acting as a controller of Client data. The list of Bernstein Trust⁺ Capital Services Group companies is available on website www.bernsteintrust.com.

Bernstein Trust⁺ Capital Services Group means Bernstein Trust & Capital Services OÜ, a private limited liability company incorporated in Estonia, and all legal entities which Bernstein Trust & Capital Services OÜ either directly or indirectly controls.

2. General provisions

2.1 These principles describe how Bernstein Processes Client data on a general level. Specific details on the Processing of Client data might be also described in agreements, other service-related documents and on the website of Bernstein www.bernsteintrust.com.

2.2 Bernstein ensures, within the framework of applicable law, the confidentiality of Client data and has implemented appropriate technical and organizational measures to safeguard Client data from unauthorized access, unlawful Processing or disclosure, accidental loss, modification or destruction.

2.3 Bernstein may use authorized processors for Processing Client data. In such cases, Bernstein takes needed steps to ensure that such data processors Process Client data under the instructions of Bernstein and in compliance with applicable law and requires adequate security measures.

2.4 Bernstein's cookie policies are available on Bernstein's website: www.bernsteintrust.com.

3. Categories of Client data

Client data may be collected from the Client, from the Client's use of the services and from external sources such as public and private registers or other third parties. Client data categories which Bernstein primarily, but not only, collects and Processes are:

Identification data such as name, identification code, date of birth, data regarding the identification document (such as copy of the passport, ID card).

Contact data such as address, telephone number, email address, language of communication.

Family data such as information about Client's family, heirs and other related persons.

Insurance services related data such as family data, beneficiaries, insured persons, injured third parties.

Data about the relationships with legal entities such as data submitted by the Client or obtained from public registers or through third party for the execution of transactions on behalf of the legal entity in question.

Professional data such as educational or professional career.

Financial data such as accounts, ownership, transactions, credits, income, liabilities, the Client's financial experience and investment objectives such as data collected during the selection and provision of investment services, insurance services and other products carrying investment risk knowledge, trade requests or executed transactions in financial instruments.

Data on origin of assets or wealth such as data regarding the Client's transaction partners and business activities.

Data about trustworthiness and due diligence such as data about payment behavior, damage caused to Bernstein or any third party, data that enables Bernstein to perform its due diligence measures regarding money laundering and terrorist financing prevention and to ensure the compliance with international sanctions, including the purpose of the business relationship and whether the Client is a politically exposed person.

Data obtained and/or created while performing an obligation arising from law such as data resulting from enquiries made by investigative bodies, notaries, tax administrator, courts and bailiffs, details of income, credit commitments, property holdings, remarks, historical remarks and debt balances.

Data about the Client's tax residency such as data about the country of residence, tax identification number, citizenship.

Communication data such as visual and/or audio recordings collected when the Client visits Bernstein's offices and other areas where Bernstein renders services or communicates with Bernstein via telephone or other data which is collected in case of e-mails, messages and other communication mechanisms such as social media, data related to the Client's visit at Bernstein's web site or communicating through other Bernstein's channels.

Data related to the services such as the performance of the agreements or the failure thereof, executed transactions, concluded and expired agreements, submitted applications, requests and complaints, interests and service fees, experience.

Data about habits, preferences and satisfaction such as the activeness of using the services, services used, personal settings, survey responses, lifestyle, hobbies, Client satisfaction.

4. Purposes and basis of Processing Client data Bernstein Processes Client data primarily to:

4.1 Manage customer relations in general and provide and administrate access to products and services

To conclude and execute an agreement, for example a transaction, with the Client, keeping data updated and correct by verifying and enriching data through external and internal sources based on: performance of an agreement or in order to take steps at the request of the Client prior to entering into an agreement or compliance with a legal obligation.

4.2 Protect interest of the Client and/or Bernstein

To protect the interests of the Client and/or Bernstein and examine the quality of services provided by Bernstein and for the purpose of providing proof of a commercial transaction or of other business communication (recorded conversations) based on: performance of an agreement or in order to take steps at the request of the Client prior to entering into an agreement or compliance with a legal obligation or consent from the Client or Bernstein's legitimate interests to prevent, limit and investigate any misuse or unlawful use or disturbance of Bernstein services and products, internal training or quality assurance of services.

To guarantee the security of Bernstein and/or the Client, protect life and health of the Client and his/her representatives and other rights of Bernstein and the Client (visual and/or recording) based on: Bernstein's legitimate interest to protect its Clients, employees, visitors and theirs and Bernstein's assets.

4.3 Provide additional services, perform customer surveys, market analyses and statistics

Offer to the Client the services of Bernstein or carefully selected cooperation partners, including personalized offers, based on: consent from the Client or Bernstein's legitimate interest to offer additional services.

Perform Client surveys, market analyses and statistics; organize games and campaigns for a Client based on: Bernstein's legitimate interest to improve its services, improve the Client's user experience of services and to develop new products and services or consent from the Client.

4.4 Comply with legal obligations and verification of identity

To comply with applicable law and international agreements, for example related to implementing the principles of responsible lending, "customer due diligence" and "know your customer", publishing the details of executed investment related transaction to fulfil market transparency requirements and reporting those to competent authorities, prevent, discover, investigate and report potential money laundering, terrorist financing, if the Client is subject to financial sanctions or is a politically exposed person and to verify identity based on: performance of an agreement or in order to take steps at the request of the Client prior to entering into an agreement or compliance with a legal obligation or Bernstein's legitimate interest for a sound risk management and corporate governance.

4.5 Prevent misuse of services and ensure adequate provisions of services

To authorize and control access to and functioning of digital channels, prevent unauthorized access and misuse of those and to ensure the safety of information based on: performance of an agreement or take steps at the request of the Client prior to entering into an agreement or compliance with a legal obligation or consent from the Client or Bernstein's legitimate interests to have control over authorizations, access to and functioning of Bernstein digital services.

Improve technical systems, IT-infrastructure, customizing the display of the service to the device and to develop Bernstein services by testing and improving based on Bernstein's legitimate interests;

4.6 Establishing, exercising and defending legal claims

To establish, exercise, assignments and defend legal claims based on: performance of an agreement or in order to take steps at the request of the Client prior to entering into an agreement or compliance with a legal obligation or Bernstein's legitimate interests to exercising legal claims.

4.7 Execute transactions via payment system

To fulfil obligations to execute international transactions via credit institutions and domestic payments via domestic, European and international payment systems and to comply with rules and obligations defined in, amongst others card- and security related, European and international standards and certification schemes based on: performance of an agreement or take steps at the request of the Client prior to entering into an agreement or compliance with a legal obligation.

5. Profiling, personalized offering and automated decision making

5.1 Profiling refers to the automatic Processing of Personal data used to assess certain personal characteristics of a Client in particular to analyze or predict, for example, the economic situation, personal preferences, interests, place of residence of such individual. Profiling is used to make analysis for Client advice, marketing purposes, for automated decision-making such as credit assessments, for risk management, for insurance underwriting and for transaction monitoring to counter fraud and is based on Bernstein's legitimate interest, compliance with a legal obligation, performance of an agreement or consent from the Client.

5.2 Bernstein may Process Client data to improve the Client's user experience of the digital services, such as customizing the display of the services to the device used and creating suitable offers for Clients. Unless direct marketing has been restricted by the Client, Bernstein may Process Client data for the purpose of providing general and personalized offers of Bernstein's services. Such marketing may be based on services the Client uses and on how the Client uses the services, and on how the Client navigates in digital channels of Bernstein.

5.3 For personal offering and marketing-based profiling, which is done according to Bernstein's legitimate interest, Bernstein ensures that Clients, as natural persons, can make their choices and use a convenient tool to manage their privacy settings.

5.4 Bernstein may also collect statistical data regarding the Client, such as typical behavior and lifestyle patterns based on demographic household data. Statistical data for creating segments/profiles can be collected from external sources and may be combined with Bernstein internal data.

6. Recipients of Client data

Client data is or may be shared with other recipients, such as:

6.1 Authorities (such as law enforcement authorities, bailiffs, notary offices, tax authorities, supervision authorities and financial intelligence units).

6.2 Legal entities in Bernstein Trust⁺ Capital Services Group.

6.3 Credit and financial institutions, insurance service providers and intermediaries of financial services, third parties participating in the trade execution, settlement and reporting cycle (for example execution venues, such as regulated markets, multilateral trading facilities, organized trading

facilities, systematic internalizers; trade repositories, approved publication arrangements, approved reporting mechanisms; local and foreign brokers).

6.4 Auditors, legal and financial consultants, or any other processor authorized by Bernstein.

6.5 Third parties maintaining registers (such as to credit registers, population registers, commercial registers, securities registers or other registers holding or intermediating Client data).

6.6 Rating agencies.

6.7 Other persons who guarantee due discharge of the Client's obligations to Bernstein, such as sureties, guarantors, owners of collaterals.

6.8 Participants and/or parties related to domestic, European and international payment systems, such as SWIFT.

6.9 Other persons related to provision of services of Bernstein such as providers of archiving, postal services, providers of services rendered to the Client, when the Client orders e-invoices for these services, health care institutions in case of life insurance, sellers and other authorized parties related to services of leased assets and companies administering fees and penalties related to such assets.

7. Geographical area of Processing

7.1 As a general rule the Client data is processed within the European Union/European Economic Area (EU/EEA) but in some cases transferred and processed to countries outside the EU/EEA.

7.2 Transfer and Processing of Client data outside the EU/EEA can take place provided there is a legal ground i.e. legal requirement or Client's consent and appropriate safeguards are in place. Appropriate safeguards, such as:

- There is an agreement in place including the EU Standard Contractual Clauses or other approved clauses code of conducts, certifications etc., approved in accordance with the General Data Protection Regulation;
- The country outside of the EU/EEA where the recipient is located has adequate level of data protection as decided by the EU Commission;
- The recipient is certified under the Privacy shield (applies to recipients located in the United States).

7.3 Upon request the Client can receive further details on Client data transfers to countries outside the EU/EEA.

8. Retention periods

8.1 Client data will be processed no longer than necessary. The retention period may be based on agreements with the Client, the legitimate interest of Bernstein or applicable law (such as laws related to bookkeeping, anti-money laundering, statute of limitations, civil law, etc.).

9. Clients' rights as a natural person

A Client, as natural person, has rights regarding his/her data Processing that is classified as Personal data under applicable law.

Such rights are in general to:

9.1 Require his/her Personal data to be corrected if it is inadequate, incomplete or incorrect.

9.2 Object to Processing of his/her Personal data, if the use of Personal Data is based on a legitimate interest, including profiling for direct marketing purposes (such as receiving marketing offers or participating in surveys).

9.3 Require the erasure of his/her Personal data, for example if Personal data is being Processed based on the consent, if he/she has withdrawn the consent. Such right does not apply if Personal data requested to be erased is being Processed also based on other legal grounds such as agreement or obligations based on applicable law.

9.4 Restrict the Processing of his/her Personal data under applicable law e.g. during the time when Bernstein assesses whether the client is entitled to have his/her data erased.

9.5 Receive information if his/her Personal data is being Processed by Bernstein and if so then to access it.

9.6 Receive his/her Personal data that is provided by him-/herself and is being Processed based on consent or in order to perform an agreement in written or commonly used electronic format and were feasible transmit such data to another service provider (data portability).

9.7 Withdraw his/her consent to Process his/her Personal data.

9.8 Not to be subject to fully automated decision-making, including profiling, if such decision-making has legal effects or similarly significantly affects the Client. This right does not apply if the decision-making is necessary in order to enter into or to perform an agreement with the Client, if the decision-making is permitted under applicable law or if the Client has provided his/her explicit consent.

9.9 Lodge complaints pertaining to the use of Personal data to the Estonian Data Protection Inspectorate (website: www.aki.ee) if he/she considers that Processing of his/her Personal data infringes his/her rights and interests under applicable law.

10. Contact details

10.1 Clients may contact Bernstein with any enquiries and withdrawal of consents and Clients as natural persons may also request to exercise data subject rights and complaints regarding the use of Personal data.

10.2 Contact details of Bernstein are available on Bernstein's website: www.bernsteintrust.com.

10.3 Contact details of the appointed Data Protection Officer with regard to Clients as natural person:

Kohtu 10-2, Tallinn 10130,

e-mail: accounts@bernsteintrust.com

marked as "Data Protection Officer".

11. Validity and amendments of the principles

11.1 The principles are provided to the Clients at the offices of Bernstein and on <http://bernsteintrust.com/en/processing-of-client-data/>.

11.2 Bernstein is entitled to unilaterally amend the principles at any time, in compliance with the applicable law, by notifying the Client of any amendments at the Bernstein offices, via website of Bernstein, by post, via e-mails or My Account messages or in another manner (for example through mass media), not later than one month prior to the amendments entering into force.