



Notification of Private Policy

Version: October 2014

1. General Provisions

1.1. The present Notification of Private Policy (hereafter the Notification) is an integral part of the Public Documents Package according to which NewForex Group represented by FinPark Ltd., its own official Departments, tributary offices and affiliated partners (hereinafter – NewForex Group) provides any kind of service to the Customer (including an authorised access to software, an opportunity to pay through electronic payment systems (EPS), implementation of operations connected with an account or a trading account of the Client; informational services, etc)

The Present Notification and the Client Agreement are legally equal, so the Notification should be considered as the public offer addressed to general public (both individual and juridical). The acceptance of this offer as well as entering of the present Notification into full legal force is the fact that every individual and juridical person (representing this or that company) passes the full (two-stage) registration procedure on the corporate site of NewForex Group. From this point the person should be regarded as the Acceptor. It means that the Acceptor and the Offerer take all the rights and duties described in the publicly declared documents of NewForex Group in their full size.

1.2. As soon as the Customer (the Acceptor) makes a decision to use NewForex Group Service, the Customer accepts all the rights and duties of the publicly declared documents that are available to the general public on the corporate site of NewForex Group (here it is <http://www.newforex.com>). The confirmation that the Customer agrees with all rights and duties of the public documents package of NewForex Group is the full (two-stage) registration procedure on the NewForex site. As a result the Customer creates a personal account which gives an opportunity to start using NewForex Group service. It concerns the whole time during which the Client interacts with NewForex Group and uses its service including any operations with the Customer's account, trading account or his personal account, the usage of the informative materials, any payments or transfers through e-payment systems, etc. If the Customer does not accept any of the rights and duties of the public documents package of NewForex Group, he/she should not register on the corporate site and use the service of NewForex Group.

1.3. The Present Notification declares the main principle that NewForex Group follows while providing service. NewForex Group respects the right to privacy of every individual and juridical person, protection of private life and personal data protection irrespective of whether this person is NewForex Group Customer or only intends to start a collaboration with NewForex Group. The terms of this Notification act equally for the public.

The main priority of NewForex Group is to establish reliable, safe and comfortable conditions for the Customers that use NewForex Group Service. NewForex Group sustains allegiance and respect to every Customer ad partem and to the rights guaranteed by the legislation of his country and by the international regulations. NewForex Group Customers are fully guaranteed that while working with accounts, personal data or other financial and informative objects subject to protection the highest degree of security, which can be achieved at the present stage of development of means of information, juridical and financial security within legal methods and requirements applicable to the security level, is ensured.

1.4. There is a list of terms that are used in the present Notification:

- Privacy (privacy of information, Customer's privacy of personal data) is a legal right of a person or entity to protection and defence, appropriate processing, using and keeping as well as non-disclosure of information which is personal, private or a commercial secret unless this is provided by law. As between the Customer and NewForex Group privacy implies the obligation of NewForex to provide safety, appropriate processing, using and keeping as well as non-disclosure of information about a Customer received by the company while rendering services to the Customer. In the present Notification appropriate processing, using and keeping Customer's personal data means that NewForex Group applies procedures as required by the law (including laws of countries whose resident is a Customer and legally enforceable enactments), methods and algorithms of usage, processing, protection and keeping as well as extinction at the end of the retention period. NewForex Group processes and uses the personal data transferred by the Customer in order to provide service to the Customer that is described in the public documents package of NewForex Group.
- Confidential (personal, private) information is the information that characterises, identifies, varies the Customer or reveals some details about the Customer, his/her financial conditions, preferences and wishes, accounts and/or services that are used, accounts registered in external organizations, health condition, etc. Within the legal framework of this or that country the resident of which the Customer is, the definition of personal data can contain (additional) points. NewForex Group takes into account national, religious and other peculiarities that are important for the Customer. The more detailed definition of the term "Personal data" is described in the Present Notification.
- Privacy Policy is a set of steps, procedures (algorithms) and actions as well as means (including hardware-based and software-based) and mechanisms (juridical, etc.) that are applied to gather full, correct and reliable information about the Customer in a proper way, to provide security, integrity and security of this information and also provide this information to state (oversight) authorities in accordance with the procedure and under the conditions established by the current legislation of the country (the resident of which the Customer is) and by the present Notification. It means that NewForex Group guarantees the non-proliferation of the Customer's personal data to the third parties, structures, organizations or bodies including state ones that do not have the juridical right to demand issuing

information about NewForex Customers. NewForex Group fulfils all the requirements of law in a proper way and to the full extent concerning the Customer's data protection, procession, storing and destruction (at the end of storage period) of personal data. NewForex Group does its best to provide Customer's data safety basing on the progress of security means achieved so far. Within the present Privacy Policy NewForex Group declares that the progress of security means does not give absolute guarantees and disclaims liability in case it is impossible to follow the conditions of the present Notification because of the superior force and force-majeures.

2. Personal information

2.1. When the Customer creates (opens) and has any accounts in NewForex Group, either real or demonstrational, NewForex Group gathers and processes different information about the Customer a part of which can be considered as the private information in the way this term is interpreted in the present Notification. The aim of this procedure is the most efficient requirements evaluation of the Customer, procession of the Customer's queries and transactions in the best possible way, provision of information about products and services that might interest the Customer and support of high-quality and efficient service of the Customer in the period of providing service .

This information may concern the following types:

2.1.1. The registration information is the information that the Customer provides to NewForex Group in applications, forms and other documents (including electronic forms and documents and also, in particular cases, information that is received by email or chats). For example, name, surname, patronymic name, contact information (street address, post index or zip-code, telephone number, email, etc.), date of birth, occupation, assets and income.

2.1.2. Operational information is the information about transactions, transfers, sessions (within the meaning of data exchange through electronic facilities and communication links including physical and logical ones according to the certain protocol including data encryption), deals between the Customer and NewForex Group or between the Customer and its own Departments, tributary offices and affiliated partners as well as the information about the communication (unilateral or bilateral) between the Customer and NewForex Group. For instance, the current status of accounts, balances, trading (investment) activity, inquires, accesses, orders, Customer's requirements and replies of NewForex Group including records of phone communications (stenography), texts of letters or log-files of negotiations through instant messaging system as well as log-files of software (virtual) or hardware servers, operating systems that control servers and particular elements of software used by NewForex Group in the process of rendering service to the Customer.

By the term "NewForex Group and its own Departments, Tributary offices and affiliated partners" are regarded all the organizations (juridical people) which are controlled or possessed by NewForex Group and organizations that possess some parts of NewForex Group property.

2.1.3. Verificatory information is the information that is necessary for the Customer's identification in terms of conclusive, unconditionally precise and complete establishment of some characteristics, criteria, parameters or terms which taken together determine the uniqueness of the Customer (whether it is a physical or a juridical person). For example, passport or driving license (or corporate establishment documents if the Customer is a juridical person). NewForex Group declares and the Customer who wants to use the service of the Company fully agrees that NewForex Group has a legal right to take any available steps in order to check the documents, to verify the contents (or falsification), to establish the authenticity, completeness, actuality and consistency of the data provided by the Customer. This type of information includes data that NewForex Group receives from various sources such as loan offices, news and address agencies and other services which are not subdivisions of NewForex Group.

The policy of Money Laundering Prevention obtained by criminal means requires that NewForex Group should gather the information and take actions necessary to prevent money laundering and legalization of criminally obtained money. In some cases NewForex Group has the right to demand the documents that are not indicated as obligatory during the registration. It might include: entitling documents and acts, revealing the origin of these funds and/or the identity of the ultimate beneficiary.

2.1.4. Information about subscriptions is the information that is represented in the form of installation settings of the Customer's account characterising in case of accumulation his desire to access some specific information services and/or newsletters, (infoware) of NewForex, such as the price for this or that asset, signals, notifications, news, newlines including broadcasting of our own information products or rebroadcasting of products of other companies (third parties) and/or of NewForex Group affiliated partners in the form and under the conditions described by the corresponding contracts and agreements (licences).

2.2. Hereinabove list of gathered and processed information is not complete. NewForex Group reserves the right to demand other information from the Customer in case it is determined by the direct necessity connected with providing a service to the Customer, by the current legislation or other circumstances.

3. Information kept in browsers in the Customer`s equipment («COOKIES»)

3.1. Cookies are small files that include information that web-servers (sites) use to trace its guests. NewForex Group can install and get access to cookies on the Customer`s computer, gathering information in this way about types of advertisements and resources that attract and direct users on the web-server (site) of NewForex. NewForex Group (and any of its subdivisions) can use cookies to estimate the Customer`s interest level to its products and services and to track the client segment activity on the web-server (site) of NewForex. The information gathered by NewForex Group and provided to affiliated partners is anonymous and it is not associated with any particular Customer and hence it does not carry a direct or indirect threat in terms of Customer`s personal data protection.

4. Safety Technologies

4.1. NewForex Group uses advanced technologies to build safe channels of communication and data warehouses in order to protect the information provided by the Customer. As long as the revelation of some details and peculiarities about the used technologies, procedures, algorithms might implicitly give lawbreakers a head start while attempting to get unauthorized access to private information of NewForex Group or NewForex Customers data, protected in this way, NewForex Group reserves the right to decide whether to publish or refuse to publish details regarding this part of its activity at its own discretion. At the same time NewForex Group fulfils all the requirements of the current legislation related to the revelation of particular data concerning applied algorithms, procedures or safety means to the regulatory (licensing) bodies. NewForex Group constantly works to guarantee security to its Customers while working with its web-server (site) and correspondance of security level to industry standards . The Company uses other means of protection as well such as firewalls, authorization systems (for example, passwords, codes, pin-codes, SMS- authorization and personal identification numbers, sessional codes, one-time passwords, etc.) and also access control mechanisms to track down an unauthorised access to system and data.

4.2. NewForex Group reserves the right to choose technologies and protection mechanisms at its own discretion and to co-operate in this respect with contractors (technology providers, software and hardware) that it considers reliable to the extent which does not contradict with the current legislation.

5. Information disclosure to affiliated partners

5.1. NewForex Group can reveal and exchange personal information about Customers indicated hereinabove in the present Notification with its affiliated partners, its own Departments (affiliates, tributary offices, irrespective of the country where this structural subdivision is) for business purposes, for example, in order to serve the customers` accounts and to inform Customers about new products and services. Provided that NewForex Group acts according to the current legislation and obligatory takes into consideration local legislation. NewForex Group reserves the right (however, it is not an obligation) to take into account requirements that are based on religious beliefs in some case, if it does not contradict the present Notification and the current legislation.

6. Information disclosure to third parties

6.1. NewForex Group does not reveal personal information to the third parties unless it is a case directly required by law and described in the present Notification. If it is necessary to provide some personal information to the third parties that are not affiliated partners of NewForex, but its contractors concerning contracts, agreements and other normative documents, acts and taking part in service provision to the Customer, the Customer is directly informed about it and also receives the information concerning the information that will be provided to the third party. After that the Customer agrees to provide this information that is juridically considered as an additional agreement. Otherwise this type of service will not be rendered and the information about the Customer will not be reported.

6.2. NewForex Group can reveal personal information of the Customer to the third party upon the Customer`s request in order to carry out instructions (inquires, orders) of the Customer. Such actions are possible if the service provided to the Customer supposes information disclosure to the third parties upon the Customer`s request. NewForex Group can charge a fee (or commission) according to the rate provided by this service.

6.3. NewForex Group informs Customers that under no circumstances it sells personal information, transfers in the interim order and uses it for a consideration or free of charge. It does not spread, replicate and advertise personal information of the Customer and does not plan to do so. In case there is information that such case might have taken place, the NewForex Group reserves

the right to demand direct evidences from the person who spreads such kind of information. At the same time the Company declares that according to the principle of presumption of innocence it is not obliged to prove its own innocence. NewForex Group is plenipotentiary to protect its goodwill and image. The company can take any legal actions to stop spreading such kind of information. NewForex Group has the right to address the law-enforcement bodies, apply and initiate launching criminal cases by the law enforcement authorities and file claims to law courts against a person or a group of people that NewForex Group suspects of dissemination of such kind of false information. Responding to actions leading to financial losses (direct or indirect or losses expressed in shortfall in profits) or endamage the image and business reputation of NewForex Group, it can claim for full indemnification of such damage.

7. Information disclosure to the regulators

7.1. NewForex Group can (sometimes is obliged to) provide the personal information to the third parties if it is required by the current legislation (including the instructions of regulators). NewForex Group can reveal the personal information of the Customer to the law-enforcement bodies and regulatory authority while fulfilling all the instructions and/or orders of regulatory or licensing authorities or government agencies. It can also reveal some information if there is an official inquiry or if it is necessary to protect the right or legal interest of NewForex Group and its Customers.

7.2. NewForex Group will not use the personal information of the Customer except cases that are directly described in the Present Notification. If NewForex Group does not indicate exactly how the information is going to be used at the moment the Customer gives it, it means that the Company follows the present Notification or reserves the right to get a special permission from the Customer in the future.

NewForex Group has the right to use personal information of the Customer in other cases except those that are described in the present Notification if it is indicated at the moment the Customer provides the information or if NewForex Group gets a special permission from the Customer. It means that while providing this or that information, the Customer can take an additional obligation to accept the conditions that apply in respect of this information. They are presented in explanations to some forms (including electronic forms) or in documents that are included into the public documents package on the corporate site of NewForex Group.

8. Refusal to provide information

8.1. The Customer has the right to refuse to provide the personal information to NewForex Group. However, NewForex Group informs that such refusal can make it impossible to provide high-quality service of opening and supporting the Customer account and to offer the Customer other services to the fullest extent. NewForex Group is trying to render a service basing on accurate, full and actual information about the Customers, that is why the Customer is obliged to inform NewForex Group about changes in the structure or content of his/her personal information. If the information turns out to be outdated, not full or inaccurate due to the customer's fault, it can be the reason for implementation of limited service or limited volume or kinds of services provided to the Customer.

8.2. If the Customer does not want to reveal personal information to the third parties according to the present Notification, it is necessary to contact with NewForex Group in the most convenient way and to get consultation from NewForex Group specialists concerning the kinds of service that can become unavailable for him/her in this case.

9. Changes and adjustments

9.1. NewForex Group has the right to make changes and additions to the present Notification. If there is a legal (legislative) norm that requires to make appropriate changes and additions, NewForex Group not only makes changes and additions, but also fulfills requirements of this legal (legislative) norm.

9.2. The procedure of making changes and/or additions:

- if there are changes and /or additions, NewForex Group informs the Customer about it by ad placements on the official site and by inter-office mail.
- The placement of corresponding declaration on NewForex Group site and mailout via inter-office mail is identic to the notification of the Customer about the changes and additions, irrespective of whether the Customer has read and acknowledged the corresponding text or ignored it. The Customer agrees to make a decision about how often to check the emails from NewForex Group at his/her own discretion and within the Customer's complete personal responsibility.

- The changed and/or supplemented document becomes valid upon the expiry of 5 full astronomical days (120 hours) from the moment when the announcement has been published on the site of the company but before this period it has fact-finding (non-regulatory) character. During the indicated period the Customer, that has already registered and opened an account, has a possibility to decide at his/her own discretion within the Customer's full (sole) responsibility whether to continue using NewForex Group service or not. If he/she does not agree with the changes in the document, the Customer should get in touch with NewForex Group at once by any convenient way and declare the refusal from the further usage of NewForex Group service. If this refusal is not received from the Customer then once this period expires, it means that the Customer agrees with all the changes. In this case both the Customer and NewForex Group receive all rights and take all responsibilities that are conditioned by the new version of the document.
- All the changes and/or supplemented additions of the document cover immediately all the accounts that were registered after the moment of publication of the corresponding news on NewForex Group site (irrespective of whether the owner has other accounts registered before). It means that this document is compulsory and is in full force and effect to the accounts which were registered after the publication of the changed document.
- If the legislation introduces a norm that requires appropriate changes and/or additions in the present Notification, the legislative norm will be fulfilled immediately as soon as the normative act comes into legal force irrespective of the fact whether the required change and/or addition is made. The conditions that contradict the norm that has been introduced lose their force until the introduction of changes and/or additions in the declared document.

10. Agreement with the conditions of the present document by the Customer

10.1. The Customer of NewForex Group that uses its services (including the service set by this particular document and services described in the full public documents package of NewForex Group), software and hardware means including authorized access to software allowing to conduct professional activity according to the preferences of the Customer, fully accepts the Private Policy described in the Present Notification.

10.2. The Customer agrees with all the conditions (points and sections) of all public documents package of NewForex Group considering them as an integrated and indivisible juridical basis of cooperation with NewForex Group during the whole period of service usage provided by NewForex Group. If the Customer does not agree, he/she assumes the obligation to cease using services of NewForex Group.