



Approved by the decision of the  
CEO of "ROQ Capital" ojsc on 8 May 2026

Aram Kayfajyan,  
Chief Executive Officer of "ROQ Capital" ojsc

A handwritten signature in blue ink, appearing to read "Aram Kayfajyan", positioned above a horizontal line.



# **“ROQ Capital” open joint stock company Rules for Processing Personal Data and Maintaining Information Confidentiality**

General Provisions and Conditions .....	3
1. Definitions.....	3
2. Processing of Clients' Personal Data.....	4
3. Maintenance of Official Information .....	5
4. Measures Implemented to Maintain Information Confidentiality.....	5
5. Final Provisions .....	6

## General Provisions and Conditions

The Rules for Processing Personal Data and Maintaining Information Confidentiality (hereinafter the "Rules") of "ROQ Capital" open joint stock company have been developed in accordance with the Law of the Republic of Armenia "On the Securities Market", the Law of Republic of Armenia "On Personal Data Protection", normative legal acts adopted by the Central Bank of Armenia, and the Charter of the Company.

### 1. Definitions

The terms used below shall have the following meanings within these rules:

**Company:** "ROQ Capital" ojsc.

**SM Law:** The Law of the Republic of Armenia "On the Securities Market".

**PDP Law:** The Law of the Republic of Armenia "On Personal Data Protection".

**Central Bank:** The Central Bank of the Republic of Armenia.

**Client:** Any person who uses the services provided by the Company, or who has applied to the Company for the purpose of using such services.

**Other Person:** An authorized representative or beneficial owner of the Client.

**Agreement:** The agreement concluded between the Company and the Client, on the basis of which the Company provides services to the Client.

**Personal Data:** Any information relating to an individual that allows or may allow, directly or indirectly, to identify that individual.

**Processing of Personal Data:** Regardless of the form and manner of implementation (including automated, with or without the use of any technical means), any action or group of actions related to the collection, recording, input, systematization, organization, storage, use, modification, restoration, transfer, rectification, blocking, or destruction of personal data, or the performance of other actions.

**Official Information:** Any information regarding the Client's accounts that becomes known to the Company in connection with servicing the Client, information on transactions executed upon the Client's instruction or for the benefit of the Client, as well as the Client's commercial or official secret, information on any plan or development of activity, invention, industrial design, or utility model, and any other information regarding the Client which the Client intended to keep confidential and the Company was aware of or should have been aware of such intention.

**Disclosure:** Publishing information (or any medium thereof) orally or in writing through the mass media or otherwise, making it known to or disseminating it to a third party, directly or indirectly providing third parties with the opportunity to obtain such information (permitting, not preventing, or making its publication possible as a result of violating the procedure for storing such information).

Other concepts used in these Rules shall have the meanings defined by the PDP Law, the SM Law, normative legal acts adopted by the Central Bank on the basis of the SM Law, and the internal legal acts of the Company.

## **2. Processing of Clients' Personal Data**

- 2.1. Taking actions by the Client aimed at concluding the Agreement shall be deemed as the Client's consent for the Company to process the Personal Data of the Client and Other Persons. Thereby, the Client also certifies that they possess all the powers and consents required to grant the consent defined by this clause regarding the personal data relating to Other Persons.
- 2.2. The consent specified in Clause 2.1 of the Rules applies to all personal data submitted by the Client in connection with the conclusion of the Agreement and the subsequent provision of services.
- 2.3. The Company shall process the Personal Data of Clients and Other Persons in accordance with these rules and the PDP Law.
- 2.4. When processing Personal Data, the Company is guided by the principles established by the PDP Law.
- 2.5. The processing of Personal Data is carried out for the following purposes:
  - 2.5.1. Verification of the Client's identity (identification) and the subsequent performance of customer due diligence;
  - 2.5.2. Proper provision of services;
  - 2.5.3. Prevention, detection, and management of fraud, unauthorized access, and other risks associated with the Client's accounts;
  - 2.5.4. Compliance with legal and regulatory requirements;
  - 2.5.5. Sending messages containing information and advertising to the Client regarding the services provided by the Company.
- 2.6. The Company may transfer the Personal Data of the Client and Other Persons to its trusted partners, third party service providers, technical operators, organizations providing cloud or other infrastructure solutions, as well as competent state authorities to the extent necessary for the provision of services, security assurance, legal compliance, or other purposes provided for in these Rules. Such transfer must be based on the provisions of normative legal acts or strict contractual obligations, under which the persons receiving the Personal Data shall be obliged to apply legal, organizational, and technical measures equivalent to the measures applied by the Company for Personal Data protection.
- 2.7. The Processing of Personal Data of the Client and Other Persons by the Company is carried out until the moment the consent for Personal Data processing is revoked by the Client or Other Persons, unless otherwise provided by the legislation of the Republic of Armenia.
- 2.8. The Company undertakes necessary legal, organizational, and technical measures for the protection of the processed Personal Data, prevention of unauthorized access, and mitigation of the risks of loss, destruction, illegal modification, or disclosure.

- 2.9. The Client has all the rights established by the legislation of the Republic of Armenia in respect of their personal data, including the right to obtain, rectify, supplement, restrict information, or, in cases permitted by the PDP Law, revoke their consent within the limits provided by the PDP Law.
- 2.10. If the Client or Other Persons revoke their consent for the Processing of Personal Data, the Agreement concluded with the Client shall be subject to termination; however, if the termination of the Agreement is impossible under the circumstances established by the legislation of the Republic of Armenia, the Company is entitled to continue the Processing of Personal Data until the actual termination date of the Agreement.

### **3. Maintenance of Official Information**

- 3.1. The disclosure of Clients' Official Information by the employees or former employees of the Company is prohibited, except for cases provided for by the SM Law. The Company, its manager, or other employees shall reject any motion or request to provide Official Information unless it has been submitted in accordance with the provisions of the SM Law.
- 3.2. By signing the Agreement, the Client is deemed to have given their consent for the Company to provide information about them and their accounts to persons and organizations rendering securities custody, banking, auditing, accounting, other advisory, or representative services to, or performing certain activities for, the Company, if it is necessary for rendering those services or performing those activities, and provided that such persons and organizations have undertaken a written obligation to maintain the confidentiality of the information and refrain from disclosing it.
- 3.3. By signing the Agreement, the Client is deemed to have given their consent for the Company to provide information about them and their accounts to the tax authority of the Republic of Armenia in the cases and manner established by Chapter 80.2 of the Tax Code of the Republic of Armenia.
- 3.4. By signing the Agreement, the Client is deemed to have given their consent for the Company to provide information about them and their accounts to the US Internal Revenue Service (IRS) in the cases and manner established by the United States Foreign Account Tax Compliance Act (FATCA).

### **4. Measures Implemented to Maintain Information Confidentiality**

- 4.1. For the purpose of preventing unlawful disclosure and/or use of Personal Data and Official Information, the Chief Executive Officer of the Company shall undertake and ensure the implementation of the following measures:
- 4.1.1. Assignment of individual access codes to the Company's computers, known exclusively to those employees of the Company who work on the respective computer;
- 4.1.2. Blocking the possibility of exporting information from the Company's computers to electronic storage media;
- 4.1.3. Activating the automatic screen shutdown function for all Company computers during periods of non-use;

- 4.1.4. Establishing monitoring of emails sent, including through the use of software solutions;
- 4.1.5. Concluding confidentiality agreements with all employees of the Company, which set forth clear liability mechanisms for breach of confidentiality;
- 4.1.6. Developing regulations and guidelines for working with and storing documents containing Official Information.

## **5. Final Provisions**

- 5.1. Any amendments and addenda hereto shall be approved by the competent management body of the Company and shall come into effect on the date determined by the latter, and in the event that no effective date is specified by the competent management body of the Company, from the moment of approval.
- 5.2. These rules shall come into effect on the date established by the competent management body of the Company.