

Legal

Terms and conditions:

This legal notice applies to the entire contents of the website under the domain name www.Akkord.am (the “**Website**”) and to any correspondence by e-mail between **Akkord AM LIMITED** (the “**Company**”) and you, the user. Using the Website indicates that these terms are accepted regardless of whether or not the user chooses to register with us. If you do not accept these terms, do not use the Website. This notice is issued by the Company.

By accessing any part of the Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Website immediately.

The Company may revise this legal notice at any time by updating this posting. You should check the Website from time to time to review the then current legal notice because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages on the Website.

Permitted users:

This Website is not directed at any person in any jurisdiction where the publication or availability of this Website is prohibited. Where access is permitted, the regulations and laws of the country from which this Website is accessed may include specific restrictions on the diffusion of information contained in the Website. It is the user’s responsibility to ensure that the use complies with any restrictions or any applicable laws regarding the use of information on this Website.

Licence:

1.1. The user is permitted to print and download extracts from the Website for the purpose of obtaining information about the Company and its business. No other use of the Website shall be permitted without the Company’s express written consent.

1.2. Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (including without limitation photographs and graphical images) are owned by the Company or its licensors. If you breach any of the terms in this legal notice, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.

1.3. Any rights not expressly granted in these terms are reserved.

Who we are:

This Website is operated by Akkord AM LIMITED of Level 8, One Canada Square, Canary Wharf, London, E14 5AA, on its behalf and on behalf of such other entities forming part of the Akkord AM Group. If you wish to contact us with any comments or queries, please send an e-mail to hello@akkord.am.

Access:

The Company shall not be liable if for any reason the Website is unavailable at any time or for any period. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance, or repair or for reasons beyond the Company's control.

Visitor material and conduct:

The Company shall use any personally identifiable information obtained from or supplied by you from your use of the Website in accordance with the Privacy Policy. You may not misuse the Website (including, without limitation, by hacking) or post or transmit to or from it anything that is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

Links from other websites:

If you would like to link to the Website, you may only do so on the basis that you link to, but do not replicate, the home page of the Website, and subject to the following conditions: (1) you do not remove, distort or otherwise alter the size or appearance of the Company's name and logo and do not otherwise use any of the Company's trade marks displayed on the Website without express written permission from the Company; (2) you do not create a frame or any other browser or border environment around the Website; (3) you do not in any way imply that the Company is endorsing any products or services other than its own or misrepresent your relationship with the Company nor present any other false information about the Company; and (4) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

The Company reserves the right to withdraw linking permission at any time and for any reason. You shall fully indemnify the Company for any loss or damage suffered by the Company or any of its group entities for breach of clause.

Accuracy of Content:

1.1. While the Company endeavours to ensure that the information on the Website is correct, the Company does not warrant the accuracy or completeness of the material on the Website or that the material will be up to date. The Company may make changes to the material on the Website at any time without notice.

1.2. The material on the Website is provided "as is", without any conditions, warranties, or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with the Website on the basis that the Company excludes all representations, warranties, conditions, and other terms.

No advice, No offer:

Where the Website contains financial information or any information concerning the performance of the Company, the Company is not providing or agreeing to provide any advice relating to any investment decision that may be taken by you, the user. None of the information or data contained in the Website shall constitute either (1) a

solicitation, offer, opinion, or recommendation by the Company to buy, sell or hold any security or other investment or (2) the provision of legal, tax, accounting, or investment advice or services regarding the profitability or suitability of any security or investment.

Investment performance information:

Information concerning the past performance of any investment is not necessarily indicative of the future performance of such investment.

Viruses:

The Company does not guarantee that material on this Website will be free from infection, worms or viruses, or any other code that may have destructive or contaminating properties.

External Sites: You are entirely responsible for ensuring necessary protective steps are taken such as virus checking. This Website may include links to external websites (“the Linked Sites”). Such Linked Sites are for your convenience only. The Company is not responsible for the content of the Linked Sites which are accessed at your own risk.

Liability:

1.1. The Company and any of the Company’s group entities and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

1.2. Nothing in this legal notice shall exclude or limit the Company’s liability for death or personal injury caused by negligence, or for fraudulent misrepresentation or for any liability which cannot be excluded or limited under applicable law.

Governing law and jurisdiction:

This legal notice shall be governed by and construed in accordance with the laws of England. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the courts of England.

Privacy policy and cookies:

This policy (together with our terms of use and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. For the purpose of the Data Protection Act 1998, the data controller is Akkord AM LIMITED, Level 8, One Canada Square, Canary Wharf, London, E14 5AA.

The Company does not collect and store your personal data other than to record information about your computer, including where available your IP address, session information, operating system and browser type, for system administration. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

Privacy policy – job application:

The Company is committed to ensuring the privacy of any identifiable information which may be provided for an application for a position with the Company. Your Personal Information will be used for recruitment purposes and protected in accordance with the Company's confidentiality policy and applicable law.

Disclosure of your information:

The Company may only disclose your personal information to third parties: (1) In the event that the Company sells or buys any business or assets, in which case the Company may disclose your personal data to the prospective seller or buyer of such business or assets; (2) If the Company or substantially all of its assets are acquired by a third party, in which case personal data held by it will be one of the transferred assets; (3) If the Company is under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements; or to protect the rights, property, or safety of the Company, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

Changes to our privacy policy:

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified by e-mail.

Modern Slavery and Human Trafficking:

Modern slavery is a term used to encompass slavery, servitude, forced and compulsory labour, bonded and child labour and human trafficking. Human trafficking is where a person arranges or facilitates the travel of another person with a view to that person being exploited. Modern slavery is a crime and a violation of human rights.

Conducting our business in an ethical and honest way is central to how we operate and how we expect our stakeholders, suppliers and contractors to operate.

Akkord is committed to responsible supply chain management and our objective is to comply with all applicable laws and regulations and strive for best practice with regard to responsible supply chain management. We also expect our suppliers and contractors and their directors, officers, employees and representatives to conduct all business activities in full compliance with all applicable laws and regulations.

Akkord does not tolerate modern slavery or human trafficking and will not knowingly engage in, or deal or partner with any suppliers or contractors who engage in slavery or human trafficking. The prevention, detection, and reporting of modern slavery in any part of our organisation or supply chain is the responsibility of all those working for us or on our behalf. Workers must not engage in, facilitate, or fail to report any activities that might lead to or suggest a breach of this policy.

Any invitation by us to a supplier or contractor to provide services is based on this policy and the principles that suppliers and contractors that we appoint do not engage in modern slavery or human trafficking within their own operations or their supply chain and that they will each hold their suppliers to the same standards.

Management at all levels are responsible for ensuring that those reporting to them understand and comply with this policy and are given adequate training on it and the issue of modern slavery in supply chains.

If any employee or anyone working for Akkord has any reason to believe that modern slavery of any form may exist within our organization or our supply chain, or may occur in the future or have any concerns or suspicions relating to compliance with this policy, they must bring this to our attention in one of the ways set out below.

In the first instance, employees should report to their line manager. If the matter is extremely serious or it is felt not appropriate to raise with their line manager employees should raise their concerns with the Chief Executive Officer.

Akkord may investigate suspicious activity within the group's operations and supply chain and any clear and substantial breach of modern slavery and human trafficking will be taken seriously including contract termination or referral to the authorities.

We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken. We are committed to ensuring no one suffers any detrimental treatment as a result of reporting in good faith their suspicion that modern slavery of whatever form is or may be taking place in any part of our own business or in any of our supply chains.

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, interns, agents, contractors, suppliers, external consultants, third party representatives and business partners.

Privacy Policy

Akkord AM LIMITED

Website Fair Processing Notice

1. What is this document and why should you read it?

This privacy notice explains how and why Akkord AM Limited, Level 8, One Canada Square, Canary Wharf, London, E14 5AA (also referred to as “**Akkord**”, “**we**”, “**our**” and “**us**”) uses personal data about the users (referred to as “**you**”) of our website <http://www.Akkord.am> (the “**Website**”).

You should read this notice, so that you know what we are doing with your personal data when you use the Website. Please also read any other privacy notices that we give you, that might apply to our use of your personal data in specific circumstances in the future.

2. Akkord’s data protection responsibilities

“Personal data” is any information that relates to an identifiable natural person. Your name, address, contact details, online browsing behaviour are all examples of your personal data, if they identify you.

The term “process” means any activity relating to personal data, including, by way of example, collection, storage, use, consultation and transmission.

Akkord is a “controller” of your personal data. This is a legal term – it means that we make decisions about how and why we process your personal data and, because of this, we are responsible for making sure it is used in accordance with data protection laws.

3. What types of personal data do we collect when you use the Website and where do we get it from?

We collect a limited amount of personal data about you when you use the Website, as set out below. We get the personal data solely from your use of the Website, rather than from third parties who have collected it entirely separately, although we do use third parties to provide services to us in relation to our website and in this way they are relevant to collection of your personal data.

The personal data we collect when you use the Website does not identify you by name but it does identify you because of what are called ‘online identifiers’. This personal data is:

the IP address (Internet Protocol address) of the device you use to visit the Website; information about the web browser (type of browser and version) you use when visiting the Website;

the pages which you view when you visit the Website during a browsing session; and information gathered by certain cookies from which you can be identified because of the IP address which relates to your device (please see paragraph 5 for more details on cookies).

4. What do we do with your personal data, and why?

We are required by law to always have a permitted reason or justification (called a “lawful basis”) for processing your personal data. The lawful basis which underpins our processing of your personal data (the ‘online identifiers’) is as follows:

Lawful reason for processing your IP address, your browser type/version, and cookies which are necessary for the functionality of the Website or which are otherwise categorised as essential for the Website to operate and which link to

your IP address: it is necessary for us to process this personal data for the purposes of our '**legitimate interests**', which are not overridden by your interests, fundamental rights or freedoms. Our legitimate interests in respect of our processing of this personal data are that, for the Website to function properly when you visit it, these cookies are necessary. We have a legitimate interest in enabling that proper functioning.

Lawful reason for processing cookies which link to your IP address and which are non-essential for the functionality of the Website (ie it would still work without these cookies), including those which involve processing a record of the pages you view on the Website and from where you are viewing it: we process this personal data on the basis of your **consent**. If you choose not to consent to the use of these cookies, the Website may not work as efficiently for you during your visit to the Website.

We may also convert your personal data into statistical or aggregated form to better protect your privacy, or so that you are not identified or identifiable from it.

Anonymised data cannot be linked back to you. We may use it to conduct research and analysis, including to produce statistical research and reports. For example, to help us understand how many people visit our Website over a specific time period.

Sometimes we need to disclose your personal data to other people

From time to time we ask third parties to carry out certain business functions for us, such as the administration of the Website and our IT support. These third parties will process your personal data on our behalf (as what is called our 'data processor'). We will disclose your personal data to these parties so that they can perform those functions. Before we disclose your personal data to other people, we will make sure that they have appropriate security standards in place to make sure your personal data is protected and we will enter into a written contract imposing appropriate security standards on them. Examples of these third party service providers include: (i) companies who help us to gather information about the pages most frequently visited on our website and who provide tools for website owners to get a better understanding of users interact with those websites and which help the website owner make their website better; (ii) IT hosting and IT service providers.

In certain circumstances, we will also disclose your personal data to third parties who will receive it as controllers of your personal data in their own right for the purposes set out above, in particular:

if we transfer, purchase, reorganise, merge or sell any part of our business or the business of a third party, and we disclose or transfer your personal data to the prospective seller, buyer or other third party involved in a business transfer, reorganisation or merger arrangement (and their advisors); and

if we need to disclose your personal data in order to comply with a legal obligation, to enforce a contract or to protect the rights, property or safety of our employees, customers or others.

5. Cookies

When you visit the Website, we generate one or more "cookies" which we deploy with your consent (if required). Please see paragraph 5.9 for what a "cookie" is. Not all cookies require consent to be placed on your device. Essential cookies do not require consent. Non-essential cookies do require consent. This is governed by eprivacy law.

Some cookies collect personal data. This is governed by data protection law. This means a lawful reason is needed for us to collect that personal data (by the cookie).

Either this is legitimate interests or it is consent. More details are at paragraphs 4.1.1 and 4.1.2.

The table below summarizes the different types of cookie we use on the Website, together with their respective purpose and duration (i.e. how long each cookie will remain on your device).

For cookies where we require consent (whether that requirement comes from eprivacy law or data protection law) we ask for this consent by a consent capture mechanism included in the banner you see when you first visit our Website. You are asked to take a positive action (such as click to give consent) if you do wish to give your consent.

All cookies can be removed from your device at any time. To do this, you should follow the instructions on our cookies banner, set your browser settings accordingly or not use the Website. Please be aware that if you disable the cookies that we use, this may impact your user experience while using the Website.

If you give consent to cookies, then wish to withdraw that consent, you can do this in the same way as described at paragraph 5.5. In addition, see paragraph 9.2 below which is relevant where a cookie collects your personal data.

Two types of cookies may be used on the Website – “session cookies” and “persistent cookies”. Session cookies are temporary cookies that remain on your device until you leave the Website. A persistent cookie remains on your device for much longer or until you manually delete it (how long the cookie remains on your device will depend on the duration or “lifetime” of the specific cookie and your browser settings).

Type of Cookie

What do they do?

Do these cookies collect my personal data / identify me?

Cookie used and details

Expiration time

Performance This cookie is used to collect information about how visitors use our Website. We use the information to compile reports and to help us improve the Website. The cookies collect information in an anonymous form, including the number of visitors to the Website, where visitors have come to the Website from and the pages they visit. Yes `_ga` – used to distinguish users 2 years

`_gid` – used to distinguish users 24 hours

`_gat (_dc_gtm_)` – used to throttle rate request 1 minute

Performance Contains a token that can be used to retrieve a Client ID from AMP Client ID service. Other possible values indicate opt-out, inflight request or an error retrieving a Client ID from AMP Client ID service Yes `AMP_TOKEN` 30 seconds to 1 year

Performance Contains campaign-related information for the user. Yes `_gac_` 90 days
Please note that we do not currently use any targeting/advertising cookies.

What are cookies?

Cookies are files or pieces of information that may be stored on your computer (or other internet-enabled devices, such as a smartphone or tablet) when you visit the Website. A cookie will usually contain the name of the website from which the cookie has come from, the “lifetime” of the cookie (i.e. how long it will remain on your device) and a value, which is usually a randomly generated unique number.

Most internet browsers are initially set up to automatically accept cookies. You can change the settings to block cookies or to alert you when cookies are being sent to your device. There are a number of ways to manage cookies. Please refer to your browser instructions or help screen to learn more about how to adjust or modify your browser.

If you disable the cookies that we use, this may impact your experience while on the Website. For example, you may not be able to visit certain areas of the Website.

If you use different devices to view and access the Website (e.g. your computer, smartphone, tablet etc.), you will need to ensure that each browser on each device is adjusted to suit your cookie preferences.

6. Where in the world is your personal data transferred to?

If any of our processing activities require your personal data to be transferred outside the European Economic Area, we will only make that transfer if:

the country to which the personal data is to be transferred ensures an adequate level of protection for personal data;

we have put in place appropriate safeguards to protect your personal data, such as an appropriate contract with the recipient. (Please contact us as described below in this privacy notice if you wish to obtain a copy of these.);

the transfer is necessary for one of the reasons specified in data protection legislation, such as the performance of a contract between us and you; or you explicitly consent to the transfer.

7. How do we keep your personal data secure?

We will take specific steps (as required by applicable data protection laws) to protect your personal data from unlawful or unauthorised processing and accidental loss, destruction or damage.

8. How long do we keep your personal data for?

We will only retain your personal data for a limited period of time. How long we retain it for depends on the basis on which it was provided and what we use it for. We apply the following criteria to determine how long we retain it:

where our processing is based on your consent (see paragraph 4.1.2), and you have given us such consent, we will not retain the relevant personal data if you later withdraw such consent (unless there is another lawful basis for us to retain your personal data) or, if earlier, when the purposes for our processing of that personal data have been fulfilled; and

where our processing is based on our legitimate interests (see paragraph 4.1.1), we will only retain the relevant personal data for so long as necessary for us to pursue those legitimate interests or, where the information retained relates to our use of cookies, for the periods set out in paragraph 5.8.

9. What are your rights in relation to your personal data and how can you exercise them?

You have certain legal rights in relation to any personal data about you which we hold. They do not apply in all circumstances. If you wish to exercise any of them we will explain at that time if they are engaged or not. The rights are:

the **right to be informed** about the processing of your personal data;

the right to have your personal data **corrected if it is inaccurate** and to have **incomplete personal data completed**;

the right to **object** to processing of your personal data;

the right to **restrict processing** of your personal data;

the right to **have your personal data erased** (the “right to be forgotten”);

the right to **request access** to your personal data and to obtain information about how we process it;

the right to **move, copy or transfer your personal data** (“data portability”).

Where our processing of your personal data is based on your **consent**, you have the right to withdraw your consent at any time. If you do decide to withdraw your consent we will stop processing your personal data for that purpose, unless there is another lawful basis we can rely on – in which case, we will let you know. Your withdrawal of your consent won't impact any of our processing up to that point.

Where our processing of your personal data is necessary for our **legitimate interests**, you can object to this processing at any time. If you do this, we will need to show either a compelling reason why our processing should continue, which overrides your interests, rights and freedoms or that the processing is necessary for us to establish, exercise or defend a legal claim.

If you wish to exercise any of your rights please contact compliance@thisismark.com in the first instance.

You also have the right to lodge a complaint with the Information Commissioner's Office, which is the UK data protection regulator. More information can be found on the Information Commissioner's Office website at <https://ico.org.uk/>.

10. Updates to this notice

We may update this notice from time to time to reflect changes to the type of personal data that we process and/or the way in which it is processed. We will update you on material changes to this notice by informing you of that on a banner which will show when you visit the Website for the first time after the update. We also encourage you to check this notice on a regular basis.

11. Where can you find out more?

If you want more information about any of the subjects covered in this privacy notice, or if you would like to discuss any issues or concerns with us, you can contact us in any of the following ways:

By email at: hello@akkord.am

By post at: FAO Compliance Officer, Akkord, Level 8, One Canada Square, Canary Wharf, London, E14 5AA

LAST UPDATED: October 2023