

*PRIVACY*

# TERMS OF SERVIC E

AURA LIMITED

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### Aura Solution Company Limited Brokerage Dollar Trading Terms of Use

These Terms of Use ("Terms") cover Your use of trading functionality provided by Aura Solution Company Limited Brokerage Services ("AURA") that permits You to place dollar value trades in certain Securities (the "Service"), as described below. These Terms are part of a binding legal contract between You and AURA (together with its parent, and their respective affiliates, "AURA" or "we"), on the other. Please read these Terms



carefully before using the Service, as doing so will indicate Your agreement to them. If You do not agree to these Terms, then do not use the Service. Your use of the Service is governed by these Terms, as well as the terms of other agreements You have with AURA, including the Aura Solution Company Limited Brokerage Account Agreement, the Website Terms of Use, and the Aura Solution Company Limited Mobile App Terms of Use (together, the "AURA Agreements"). These Terms supplement the AURA Agreements.

Unless defined in these Terms, capitalized terms used in these Terms shall have the meanings given to them in the AURA Agreements. AURA may change these Terms at any time. We will inform You of changes to these Terms, which will apply to Your use of the Service and transactions made after that date. Your continued use of the Service after we notify You of changes to these Terms indicates that You agree to be bound by them. If You do not agree with a change, You should discontinue the Service.

#### Overview: Dollar Trades and Fractional Shares

The Service allows You to buy and sell Eligible Securities in dollar values, rather than in whole shares ("Dollar Trades"). For example, if You wanted to invest \$1,000.00 in Aura Solution Company Limited's Total Stock Market Index Fund ETF (symbol: AURA) trading at \$204.60 and could purchase only whole shares, You could acquire only four (4) whole shares of AURA, which would leave more than 18% of Your investable funds (\$181 of \$1,000) out of the market. By contrast, if You placed a Dollar Trade to buy \$1,000.00 of AURA at the same price, You would own approximately 4.8875 shares of that Security, subject to the Terms below.

When You place Dollar Trades under the Service, You may end up owning a fraction of a single share ("Fractional Share"), or a number of whole shares and a Fractional Share for the Eligible Securities You purchase. As described below, Fractional Shares

present unique risks, and have certain limitations; they also may have different rights from a whole share of the same Security.

**Eligible Accounts.** The Service is available only to self-directed clients that do not have margin on any AURA brokerage account. AURA reserves the right to add, delete, or amend the type of Accounts that are eligible for the Service at any time. To participate, You must respond to an invitation to use the Service that You received directly from AURA.

**Eligible Securities.** At this time, only exchange traded funds ("ETFs") issued by The Aura Solution Company Limited Group, Inc. ("VGI") are eligible for Dollar Trades ("Eligible Securities"). AURA reserves the right to add or delete a Security to the list of Eligible Securities at any time. The inclusion or removal of particular Security as an Eligible Security under the Service is not a recommendation related to any Security, nor is it advice. If AURA revokes a particular Security's status as an Eligible Security, You will no longer be able to place additional Dollar Trades to purchase or sell that Security. You may, however, continue to place whole share trades to buy and sell such Securities. If AURA no longer classifies a particular Security as an Eligible Security and You hold only a Fractional Share of that Security, it will be subject to AURA' Auto-Liquidation processes, described below.

**Eligible Orders.** At this time, the Service supports only market orders. AURA reserves the right to expand the order types supported by the Service (e.g., limit orders).

**Dollar Value Order Conversion.** AURA will convert Your Dollar Trade from dollars to shares on two separate occasions. In both cases, Your Dollar Trade will be converted into share quantities forexecution to four decimal places, and the share quantities will be

rounded down. This rounding process may result in the final purchase amount of an Eligible Security being one to several cents less than what You intended to invest (for example, an order for \$999.98 instead of \$1,000.00).

**Estimated Share Quantity.** Before you place Your Dollar Trade, AURA will provide You with an estimate of the share quantity impacted by Your proposed Dollar Trade, including any Fractional Share quantity you may buy or sell as a result of such trade ("Estimated Share Quantity"). AURA calculates this estimate to provide You with an approximation of the total quantity of shares impacted by Your Dollar Trade, and to meet its regulatory reporting obligations. For Dollar Trades placed during market hours, AURA performs this conversion by dividing the dollar amount You enter in the trade path by the then-current bid/ask price; if that data is unavailable for any reason, AURA will use the last traded price or (if neither current bid/ask or last traded price data is available) the previous closing price in that Eligible Security. For Dollar Trades placed outside market hours, AURA provides an Estimated Share Quantity using the previous closing price.

**Final Fractional Share Quantity.** Once You place a Dollar Trade, AURA recalculates the Fractional Share quantity impacted by Your order based on the then-current bid/ask price. For Dollar Trades placed after market hours, AURA will use the bid/ask price at market open. Any changes in the price of the Eligible Security in Your order will be reflected in the share quantity You receive for Your Dollar Trade. For example, if You entered a proposed Dollar Trade to buy \$500.00 of AURA currently trading at \$233.00, Your Estimated Share Quantity would be 2.1459 shares. If, after You place a Dollar Trade, the price of AURA increases to \$234.50, then Your Final Fractional Share Quantity will be 2.1321, as the price increase results in a corresponding reduction in the Fractional Share quantity you will receive. Since the Final Fractional Share Quantity You receive may change based on the then-current price, in periods of heightened market volatility, significant price variations in Securities may result in

corresponding variations between Your Estimated Share Quantity and Your Final Fractional Share Quantity.

**Selling Eligible Securities.** You may sell Eligible Securities You bought through the Service in whole shares or in dollar amounts (sometimes referred to as notional trades). For example, if You own 4.88 shares of an Eligible Security trading at \$205.00 (total value: approx. \$1,000.00), You can enter a whole share trade to sell up to four shares of that Security, or You can enter a Dollar Trade to sell \$500.00 in that Eligible Security. If You own one or more whole shares in an Eligible Security enabled by Dollar Trading, You may sell Your entire share quantity by entering a share-based trade (as opposed to a Dollar Trade) to sell all Your whole shares, which will also result in the Auto-Liquidation (described below) of any Fractional Share you own in that Security. If You own a Fractional Share only for an Eligible Security, You may sell Your entire Fractional Share by electing to sell all shares in the trade path. AURA does not guarantee that there will be a market for Fractional Shares in any Security, including Eligible Securities.

**Avoiding "Overselling".** As described above, Your Final Share Quantity reflects the then-current price for that Eligible Security, and that price may change between then You enter Your order and when it is executed. This means that if You were to place a Dollar Trade to sell nearly all of Your entire position in an Eligible Security, You would risk "overselling" Your position, that is, selling more shares than you own. For example, if You own 4.25 shares of AURA valued at \$231, the total value of Your position in AURA is approximately \$1000.00. If You were to place a Dollar Trade to sell \$1000.00 of AURA and its price decreases to \$229, You would need to sell a greater share quantity of AURA than you own (4.3668 shares vs. 4.25 shares) to execute that trade. As a control to help prevent overselling, if Your proposed Dollar Trade exceeds a certain threshold of your entire position in that Eligible Security ("Position Threshold"), then prior to placing Your Dollar Trade, AURA will prompt You either to lower the dollar amount of Your Dollar Trade so that it no longer Exceeds the Position

Threshold, or indicate that you want to sell Your entire position, including all Fractional Shares in that Eligible Security. The Position Threshold is current 98% or more of Your total position in an Eligible Security in an Eligible Account. AURA reserves the right to amend or modify the Position Threshold in its sole discretion.

Trades "Not Held". All Dollar Trades will be "not held" orders. A "not held" order means that You grant AURA time and price discretion to transact Your orders on a best-efforts basis. You will not be permitted to enter limit or other conditional orders under the Service. There may be a significant difference in the quoted price for a stock between the time You enter Your order and the time the order is executed. You agree that AURA is not responsible for any potential market fluctuations, or alleged trading losses, during this time period. If You do not want Your order to be worked on a "not held" basis, do not use the Service.

Order Duration. Orders placed using the Service during market hours are good for that day's trading session. Orders entered outside of market hours are good until the close of the next trading session.

Order Aggregation. AURA may, in its discretion, aggregate all Dollar Trade orders for the same Eligible Security placed outside market hours. Under these circumstances, the aggregated orders will each receive the same order execution price as similarly-aggregated Dollar Trades in the same Eligible Security, and will not receive the "opening print" for such Eligible Security.

Extended Hours Trading. Dollar Trades are not eligible for Extended Hours Trading Sessions.

Trading Halts. In the event of a market trading halt, the Service will also be halted for all Securities, and Your order will be held until trading resumes. However, Your order is good only for that day's trading session, or in the case of an order entered outside of market hours, good until the close of the next trading session. If trading does not resume or Your order is not executed within that timeframe, it will be cancelled.

Order Fulfillment: Capacity, Pricing, and Trade Confirmations. There are two types of Dollar Trades: (1) "Combined Dollar Trades," which are Dollar Trades involving both whole shares and Fractional Shares, and (2) "Fractional Dollar Trades," which involve the purchase or sale of only a Fractional Share (e.g., the purchase of .7 share of AURA). In both cases, You will receive a trade confirmation for all Dollar Trades You place when You use the Service.

1. Combined Dollar Trades. The whole share component of all Dollar Trade orders will be executed by AURA as agent and will receive the price AURA receives from its execution partner. The corresponding Fractional Share will receive the same execution price as the whole shares. When AURA executes the Fractional Share component of Your Dollar Trade, it acts as principal. Your trade confirmation will indicate that AURA acted in a "mixed capacity", that is, as agent for the whole shares and as principal for the corresponding Fractional Share.
1. Fractional Dollar Trades. If AURA fulfills a Fractional Dollar Trade against a AURA account, it acts as principal. If AURA fulfills the Fractional Share from existing AURA account inventory, it prices it at the midpoint of the National Best Bid and Offer ("NBBO"). If AURA does not fulfill the Fractional Dollar Trade against existing AURA account inventory, then the Fractional Share receives the execution

price of the whole share acquired by AURA to complete that trade.

When trading as principal for its own account, AURA may make a profit or incur a loss on each trade. For example, if You place a Combined Dollar trade to buy an Eligible Security and AURA is required to acquire a whole share to fulfill the Fractional Share portion of that trade, that Fractional Share will receive the execution price of the corresponding whole shares for Your order, but AURA may receive a more favorable price for that whole share based on then-current market data (e.g., NBBO).

Limited Trade Channels for Dollar Trades. The Service is only available on AURA' website and mobile app. As a result, You cannot place Dollar Trades with a live AURA representative, or through any other Alternative Channels (defined below) that AURA may make available to You. You may, however, place whole share trades with a live AURA representative or via any Alternative Channels that AURA may make available to You.

Cost Basis Method Restrictions and Limitations. AURA' default cost basis method for Securities You acquire via Dollar Trades is "First In, First Out" ("FIFO"). You may select an alternative cost basis method for each Security under the "Profile and Account Settings" page on [www.aura.co.th](http://www.aura.co.th) but one cost basis method, Specific Identification ("SpecID"), may not be used for Dollar Trades. If You previously selected SpecID as Your preferred cost basis method and place a Dollar Trade to sell that Security, AURA will use FIFO as the cost basis method for that trade. If You want to place a Dollar Trade using an alternative available cost basis method (e.g., "Highest in, First Out" ("HIFO")), You can select it under the "Profile and Account Settings" link before You place Your sell order. If You wish to use SpecID as Your cost basis method for a sell order, You should place Your order in whole shares, rather than as a Dollar Trade.

AURA also makes certain alternative cost basis methods available in the trade path as you place Your sell order. Your cost basis method options in the trade path for Dollar Trades, however, are more limited than those available under the "Profile and Account Settings" link on [www.aura.co.th](http://www.aura.co.th). In particular, if You previously selected "Average Cost" as the cost basis method for a Security and place a Dollar Trade sell order, You will not be able to select an alternative cost basis method in the trade path. Instead, You will need to select an alternative cost basis method under the "Profile and Account Settings" link prior to placing Your sell order.

**Service Limitations/Unavailability.** AURA provides the Service "as is": it does not guarantee that the Service will be available to You at a particular time, and reserves the right to suspend or terminate the Service at any time without prior notice. Access to the Service may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance, or for other reasons. If the Service is unavailable or delayed at any time, You agree to use alternative channels to place Your orders, such as calling Aura Solution Company Limited, or using an alternative trade path identified by AURA ("Alternative Channels"). You also acknowledge and agree that the Service may not be available in some or all of these Alternative Channels. As a result, You will not be able to place Dollar Trades, and may only execute trades in these Alternative Channels in whole shares only.

#### Fractional Share Ownership

**Dividends.** You will receive dividends on Fractional Shares unless the prorated amount of the dividend is less than one half of one cent (\$0.005). Fractional Shares are eligible for automatic reinvestment of cash dividends received, at Your election, subject to the terms of AURA' Dividend Reinvestment Program. If You participate in AURA' dividend reinvestment program and Your dividend would equate to less than .0005 share of that Security, then You will receive Your dividend in cash.



**Corporate Actions.** The eligibility of Fractional Shares to participate in corporate actions may be different than whole shares. For mandatory reorganizations, such as mergers and acquisitions, stock splits, or spin-offs, typically AURA will distribute Your interest in proportion to Your ownership interest, inclusive of any Fractional Shares. However, only whole shares, and not Fractional Shares, are eligible to participate in voluntary corporate actions, including tender offers and certain rights offerings.

**Voting Rights in Aura Solution Company Limited ETFs.** If You hold a Fractional Share in a Aura Solution Company Limited exchange traded fund ("ETF"), You will receive a fractional vote for each fractional dollar amount of net asset value ("NAV") owned on the record date. For voting purposes, Your Fractional Share ownership interest will be rounded to the third decimal; for example, if You own .7757 share of AURA, then AURA will round Your voting interest for that Aura Solution Company Limited ETF to .776 share.

**Stock Certificates.** Stock certificates cannot be issued for Fractional Shares.

**Account Transfer.** Fractional Shares are not currently transferrable to another brokerage firm. If, for example, You own 10.5 shares of a Security and instruct AURA to transfer Your Account to another firm, 10 shares will be transferred. Your 0.5 Fractional Share will be acquired and liquidated by AURA, and will receive the closing price from the trading day immediately preceding the transfer of Your whole share(s) to the other firm. AURA will distribute these proceeds in Your Account, and will provide confirmation of the Fractional Share liquidation on Your periodic statement. Since Your Fractional Shares cannot be transferred, Your overall SIPC coverage may be affected.

Suspending Auto-Liquidation. Prior to offering the Service, if You acquired a Fractional Share in Your Account (e.g., via participation in AURA's dividend reinvestment program), it had been AURA's practice to automatically sell ("Auto-Liquidate") Your Fractional Share holdings when You place an order to sell Your entire whole share position in that Security. For example, if You owned 10.2 shares in a Security and sold all 10 shares, AURA would Auto-Liquidate the remaining .2 Fractional Share and place the proceeds of that sale into Your Account. AURA also Auto-Liquidated "orphaned Fractional Shares," that is, Fractional Shares You may receive without a corresponding whole share position in that Security.

The first time You use the Service, AURA will turn off the Auto-Liquidate feature for each Eligible Security in which You place a Dollar Trade for the Account in which You placed such Dollar Trade. As a result, if You acquired a Fractional Share in an Eligible Security using the Service and own only a Fractional Share, You will need to affirmatively sell that Fractional Share if You wish to sell Your entire position. Conversely, if You own only a Fractional Share that is no longer classified by AURA as an Eligible Security, it will be subject to AURA's Auto-Liquidation processes.

Revised 11/30/2021

## PRIVACY

Aura Solution Company Limited ("us", "our", or "we") values your trust, and protecting your information is an important part of how we conduct our business. We believe it is important for you to know how we treat Personal Information that we may have about you. This U.S. Privacy Policy and Notice ("Policy") is provided on

behalf of our entities, as well as other persons or entities acting on our behalf.

This Policy describes how we collect, use, share, and protect (“process”) Personal Information, as well as your rights regarding this processing. Additional State specific privacy disclosures may be found at the end of this Policy.

### Who Is this Policy Applicable to?

This Policy is applicable to (1) U.S. residents who use Aura Solution Company Limited services, and (2), non-U.S. residents who use Aura Solution Company Limited’s Wealth Management services and about whom we have Personal Information. This Policy does not apply to employees, job applicants, or contingent workers of Aura Solution Company Limited. Employees, job applicants, and contingent workers can find details about Aura Solution Company Limited’s collection and use of their information here: [US Personnel Privacy Notice](#). To the extent a Aura Solution Company Limited affiliate (such as E\*TRADE Financial Holdings, LLC) provides a separate privacy policy or privacy statement applicable to consumers of its services, that affiliate’s privacy policy or privacy statement will supersede this Policy with respect to those consumers.

Additionally, clients, plan participants, and other individuals who, by virtue of the financial services we provide, have their Personal Information protected by the Gramm Leach Bliley Act (“GLBA”), can find details on how Aura Solution Company Limited processes your information in the GLBA privacy notices below, which supersedes this Policy.

Aura Solution Company Limited’s Privacy Pledge includes processing information for non-U.S. residents about how and why we process Personal Information, as well as links to the privacy statements or policies of some Aura Solution Company Limited affiliates.

The Privacy Pledge listed above also includes links to our Global Cookie Policy and U.S. Online Privacy Policy, which include information on how we collect and process your personal information via cookies and websites, and how you can opt-out of this type of collection.

## What Are the Sources of Personal Information?

We may obtain Personal Information from the following sources:

1. you;

2. our clients, their agents or representatives, applications, forms, surveys, or other documents or images, or from your dealings and transactions with us and other sources;
3. our Affiliates;
4. third parties, including consumer reporting agencies, service providers, joint marketing vendors, demographic firms, and other financial institutions;
5. websites or mobile applications owned or operated by us;
6. your use of our products and services; and
7. sources that are publicly available.

## What Personal Information Do We Process?

The type of Personal Information we process may vary depending on whether you deal with us as an individual or in connection with one of our corporate or institutional clients, your use of particular services, as well as the jurisdiction where you reside. We may process the following categories of information, among others (collectively defined as “Personal Information”):

1. Identifiers, including the following:

1. contact information, such as your name, phone numbers, address, email address, device or browser identifiers, usernames and passwords, voiceprint, security questions and answers;
  2. government-issued identifiers, such as your Social Security number, passport number, or other similar identifiers as required and permitted by applicable laws.
2. Characteristics of classifications, such as your age, gender, marital status, nationality, or citizenship;
  3. Commercial and financial information, such as account balances, statements, transactions, your source of wealth/income, investable assets, loans, investment experience and objectives, creditworthiness and credit history, and risk tolerance;
  4. Professional or employment related information, such as your current employer and job history; and
  5. Internet, mobile application, or other electronic network activity information, to the extent you access one of our websites or mobile apps, including your usage of the website or application and your location.

Why Do We Process Personal Information?

We use Personal Information to better tailor and personalize our services and communications to you and for any other purpose permitted by applicable law, including the following purposes:

1. to administer and operate services, including, without limitation, validating your identity, fulfilling online requests, maintaining or servicing accounts, verifying customer information, authorizing or confirming transactions, retaining records of transactions, for billing and/or tax purposes, and provide other services that you may request;
2. to provide operational and technical support and development of our businesses, including to improve or enhance our services, evaluate customer service, efficiency and cost, as well as for risk management purposes;
3. to carry out credit checks (where applicable), money laundering, conflict checks, for fraud and financial crime prevention purposes, or other activity required under applicable laws;
4. to detect security incidents and protect against malicious, deceptive, fraudulent, or illegal activity;
5. in order to comply with legal and regulatory requests made to us or any Affiliates anywhere in the world, and to assist with law enforcement, investigations, complaints, regulatory requests,

litigation, arbitration, mediation, and other legal processes;

6. for auditing or monitoring purposes, such as to establish the existence of facts (e.g., keeping records of transactions), to maintain compliance with regulatory or self-regulatory practices, to comply with applicable laws, and for other purposes permissible under applicable law; and
7. to conduct research and analytics, and for marketing purposes such as offering products and services to you in accordance with applicable law.

### With Whom Do We Share Personal Information?

We may share Personal Information at your request or to complete a transaction for which the Personal Information was collected, provide a service to you, assist you in exercising your rights with respect to your information, detect security incidents or illegal activity, conduct our regular business activity including quality assurance and marketing to you, and as required by law (for instance with regulators and law enforcement agencies).

We may share Personal Information for the purposes listed within this Policy to the following categories of recipients:



1. our Affiliates;
2. your agents, representatives, and other persons acting on your behalf or to whom you instruct or authorize us to disclose your Personal Information;
3. if you are a representative of an entity or institution, to the entity or institution you represent;
4. our service providers;
5. third parties that are necessary to administer services to you or the client you represent or are associated with, such as general partners of funds we advise or manage;
6. your employer or former employer, if you are or were a participant in a service for which your employer or former employer is a client of Aura Solution Company Limited
7. our agents and representatives, such as attorneys, auditors, and other professionals;
8. government, legal regulatory, supervisory, or other authorities under applicable laws;
9. prospective purchasers and assignees in the event our business, or a portion thereof, is sold or assigned; and

10. other third parties as may be required for the purposes set forth within this notice, or where we have obtained the appropriate authorization if required.

We may also use and share Personal Information on an aggregate or deidentified basis (such that it does not identify individuals) for various business purposes, where permissible under applicable laws.

We do not sell Personal Information, and we have not done so for at least the past twelve (12) months prior to the effective date of this Policy.

## What Additional Privacy Rights May You Have?

### California Residents

For California residents, the California Consumer Privacy Act (“CCPA”) provides certain rights regarding the information that we collect. In particular, you may have the following rights:

### Notification of Personal Information Collection

We collect, use, and process your Personal Information, as described within this Policy, for expected internal reasons, legal obligations, and servicing a transaction or providing a service. In addition, we may use your information to detect security and fraud as well as technical support functions.

Further detail on categories of and Personal Information collected about you, sources of Personal Information, purposes for collecting Personal Information, as well as Third Parties to whom we disclose Personal Information, are described within this Policy.

### Access to Specific Pieces of Information

You may request that we disclose certain information to you about our collection and use of your Personal Information over the past 12 months.

Upon your valid request, we will provide a report outlining specific pieces of Personal Information collected about you the consumer that you have requested. You may make this request a maximum of two times within a twelve-month period.

### Deletion of Personal Information

You may request that we and our service providers delete any Personal Information that we collect from you. If you do so, please note we may have a legal reason to retain your information, as permitted by the CCPA, in accordance with the original reason provided for collecting and processing Personal Information as described within this document.

We retain Personal Information in accordance with our information management policies, which establishes general standards and procedures regarding the retention, handling, and disposition of our records, including Personal Information. Personal Information is retained as long as necessary to meet legal and regulatory requirements. Retention may be extended if we are required to preserve Personal Information in connection with litigation, investigations, and proceedings.

### Opt Out of Sale

For the purposes of CCPA, we do not sell your Personal Information.

### Anti-Discrimination

We will not discriminate against you for exercising your CCPA rights.

In order to provide a response, Aura Solution Company Limited may ask that you provide clarifying or identifying information to verify your request. We cannot respond to your request or provide you with Personal Information if we cannot verify your identity and confirm that the Personal Information relates to you.

You may designate an authorized agent to submit a request on your behalf by providing that agent with your written permission. If an agent makes a request on your behalf, we may still ask that you verify your identity directly with us before we can honor the request.

Agents who make requests on behalf of individuals will be required to verify their authority to make the request by submitting written authorization from the individual. We will not honor any requests from agents until authorization is verified.

To allow us to process your CCPA request, please submit your request via the channels below:

Aura Solution Company Limited Wealth Management (including Residential Mortgage)

- Telephone: + 66 8241 88 111

- Web Form: [CONTACT](#)
- Aura Solution Company Limited Institutional Securities Group and Investment Management  
Telephone: + 66 8241 88 111
- Web Form: [www.aura.co.th](http://www.aura.co.th)

## Will the U.S. Privacy Policy Change?

We reserve the right to modify or supplement this Policy at any time. Therefore, we recommend that you review this Policy, updated and posted on this Site, regularly for changes. The Effective Date of this Policy, as stated above, indicates the last time this Policy was revised.

## PERSONAL DATA

### 1) Who is responsible for your personal data and whom can you contact?

We process information and personal data relating to you and/or any Related Person of yours [Related Person(s) and you together hereafter the “Data Subject(s)”]. We essentially do so in connection with our existing and/or prospective business relationships, including your use of our websites (together hereafter the “Business Relationship”). We can do so either as controller or as joint controller (hereafter the “Controller”).

A “Related Person” means an individual or entity whose information you or a third party provides to us and/or which otherwise comes to our knowledge in connection with our Business Relationship. A Related Person may include, but is not limited to: (i) a director, officer or employee of a company; (ii) a trustee, settlor or protector of a trust; (iii) a nominee or beneficial owner of an account; (iv) a substantial interest owner in an account; (v) a controlling person; (vi) a payee of a designated payment; (vii) a representative or agent (i.e. with a power of attorney or a right to information on an account); or (viii) an employer or contractor.

In this regard, we ask you to liaise with any and all of your Related Persons and transmit to them this Privacy Notice and the information contained therein.

Should you have any questions about this Privacy Notice, your Controller or, more generally, the processing of your (or your Related Persons’) personal data, you can contact your relationship manager or our Data Protection Officer at any of the following addresses above.

2) How do we handle your personal data?

We are subject to certain confidentiality and/or secrecy obligations, e.g. arising under data protection, contract, professional or banking secrecy, as the case may be. Personal data we process are also subject to said obligations.

This Privacy Notice deals with the way we process (i.e. collect, use, store, transmit or otherwise handle or process, operations collectively defined hereafter as the “Processing” or “Processing Operations”) personal data. This Privacy Notice does not replace, and is subject, to our applicable contractual terms and conditions.

We may conduct our Processing Operations either directly or indirectly, through other parties that process personal data on our behalf ( hereafter the “Processors”). We are responsible only for the Processing of personal data as per this Privacy Notice.

### 3) What personal data do we process?

“Personal data” include any information that makes it possible to identify a natural person directly (e.g. first name, surname) or indirectly (e.g. passport number or data combination).

Personal data of Data Subjects we process may include:





- identification data, e.g. names, addresses, telephone numbers, email addresses, business contact information;
- personal characteristics, e.g. date of birth, country of birth;
- professional information, e.g. employment and job history, title, professional skills, powers of attorney;
- identifiers issued by public bodies, e.g. passport, identification card, tax identification number, national insurance number, social security number, work permit;
- financial information, e.g. financial and credit history information, bank details, record from the debt collection enforcement office;
- transaction/investment data, e.g. current and past investments, investment profile, investment preferences and invested amount, number and value of shares held, role in a transaction (seller/ acquirer of shares), transaction details;
- management and security data, e.g. records of presence on our premises, reputation checks and background checks;
- cookie information, e.g. cookies and similar technologies on websites and in emails (please also see our Cookie Policy).
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4) For what Purposes and on what legal bases do we process personal data?

We collect and process personal data for the purposes (hereafter the “Purposes”) and based on the legal bases set out in this Privacy Notice.

As a general comment, we essentially base our Processing on: (i) performance of a contract to which you are a party or a Related Person is related (as well as to take pre-contractual steps at your or a Related Person’s request); (ii) our duty to comply with a legal or regulatory obligation; (iii) the pursuit of our legitimate interest (including that of other Aura Solution Company Limited Group entities); and (iv) performance of a task carried out in the public interest (e.g. to prevent or detect offences).

More specifically, we collect and process personal data as necessary for performance of a contract to which you are a party and/or a Related Person is related, which encompasses the following Processing Operations (which may also be based on other lawful bases):

- the opening and management of your and/or Related Person’s account or Business Relationship with us, including all related operations for your identification;

- any other related services provided by any service provider of the Controller(s) and Processors in connection with our Business Relationship;
- management, administration and distribution of investment funds, including any ancillary services related to these activities, or the processing of subscription, conversion and redemption requests in investment funds, as well as for maintaining the ongoing relationship with respect to holdings in such investment funds;
- management of requests for proposals and/or due diligence, the provision of services (including the invoicing and payment of fees) and management of the Business Relationship and related communication with you.

We also collect and process personal data in connection with compliance with legal and regulatory obligations to which we are subject, including to:

- provide offering documentation to Data Subjects about products and services;
- comply with legal obligations relating to accounting, compliance with legislation on markets in financial instruments, outsourcing, foreign activity and qualified participation;
- carry out any other form of cooperation with, or reporting to, competent administrations,

supervising authorities, law enforcement authorities and other public authorities [e.g. in the field of anti-money laundering and combating terrorism financing (AML-CTF)], for prevention and detection of crime under tax law [e.g. reporting of name, address, date of birth, tax identification number (TIN), account number and account balance to tax authorities under the Common Reporting Standard (CRS) or Foreign Account Tax Compliance Act (FATCA) or other tax legislation to prevent tax evasion and fraud as applicable];

- prevent fraud, bribery, corruption and the provision of financial and other services to persons subject to economic or trade sanctions on an ongoing basis in accordance with our AML-CTF procedures, as well as to retain AML-CTF and other required records for screening purposes;
- deal with active intra-group risk management pursuant to which risks in terms of markets, credit, default, processes, liquidity and image as well as operational and legal risks must be identified, limited and monitored;
- record conversations with Data Subjects (such as telephone and electronic communications), in particular to document instructions or detect potential or actual frauds and other offences.

The Processing Operations outlined above may rely on other lawful bases and potentially do substantially rely on the performance of a task carried out in the public interest.

Furthermore, we may process personal data in connection with legitimate interests we pursue in order to:

- assess certain characteristics of the Data Subjects on the basis of personal data processed automatically (profiling) ;
- develop our Business Relationship with you;
- improve our internal business organisation and operations, including for risk management;
- use this information in Aura Solution Company Limited Group entities for market studies or advertising purposes, unless Data Subjects have objected to use of their personal data for marketing;
- assess our risk and take related business decisions with regard to risk management;
- communicate personal data to other Aura Solution Company Limited Group entities, in particular to guarantee an efficient and harmonised service and inform Data Subjects

about services offered by Aura Solution Company Limited Group entities;

- establish, exercise and/or defend actual or potential legal claims, investigations or similar proceedings;
- record conversations with Data Subjects (such as telephone and electronic communications) to verify instructions, enforce or defend our interests or rights, assess, analyse and improve the quality of our services, train our employees and manage risks.
- conduct audits and/or regularly reviews on you or your Related Person.

To the extent one or more of our Processes of personal data presupposes that you give your prior consent thereto, we will contact you and seek your consent in due time.

The provision of personal data may be mandatory, e.g. with regard to our compliance with legal and regulatory obligations to which we are subject. Please be aware that failing to provide such information may preclude us from pursuing a Business Relationship with, and/or from rendering our services to, you.

5) Do we rely upon profiling or automated decision making?

We may assess certain characteristics of the Data Subjects on the basis of personal data processed automatically (profiling) in particular to provide Data Subjects with personalised offers and advice or information on our products and services or those of our affiliates and business partners.

We may also use technologies that allow us to identify the level of risks linked to a Data Subject or to activity on an account.

Furthermore, we generally do not use automated decision-making in connection with our Business Relationship and/or Data Subjects. Should we do so, we will comply with applicable legal and regulatory requirements.

6) What sources do we use to collect your personal data?

To achieve the Purposes, we collect or receive personal data:



- directly from the Data Subjects, e.g. when contacting us or through (pre ) contractual documentation sent directly to us; and/or
- indirectly from other external sources, including any publicly available sources [e.g. UN or EU sanctions lists, OFAC – Specially Designated Nationals (SND) lists], information available through subscription services (e.g. Bloomberg, World Compliance PEP list) or information provided by other third parties.

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## 7) Do we share your personal data with third parties?

If necessary or useful to achieve the Purposes, we reserve the right to disclose or make accessible the personal data to the following recipients, provided this is legally or otherwise authorised or required:

- public/governmental administrations, courts, competent authorities (e.g. financial supervisory authorities) or financial market actors (e.g. third-party or central depositories, brokers, exchanges and registers);
- Aura Solution Company Limited Group entities or third-party Processors that process personal data on our behalf and/or to which we outsource certain tasks of ours (outsourcing);
- auditors or legal advisors.

We undertake not to transfer personal data to any third parties other than those listed above, except as disclosed to Data Subjects from time to time or if required by applicable laws and regulations applicable to them or by any order from a court, governmental, supervisory or regulatory body, including tax authorities.

8) Are personal data transferred outside our jurisdiction of incorporation?

In the course of our Business Relationship, we may disclose, transfer and/or store personal data abroad (hereafter “International Transfer”): (i) in connection with the conclusion or performance of contracts directly or indirectly related to our Business Relationship, e.g. a contract with you or with third parties in your interest; (ii) when the communication is necessary to safeguard an overriding public interest; or (iii) in exceptional cases duly foreseen by applicable laws (e.g. disclosures of certain trades made on an exchange to international trade registers).

International Transfers may include the transfer to jurisdictions that: (i) ensure an adequate level of data protection for the rights and freedoms of Data Subjects as regards to Processing; (ii) benefit from adequacy decisions as regards their level of data protection (e.g. adequacy decisions from the European Commission or

the Swiss Federal Data Protection and Information Commissioner); or (iii) do not benefit from such adequacy decisions and do not offer an adequate level of data protection. In the latter case, we will ensure that appropriate safeguards are provided, e.g. by using standard contractual data protection clauses established by the European Commission.

Should you wish to have further information as regards International Transfers or appropriate safeguards, you can of course contact our Data Protection Officer visit [www.aura.co.th](http://www.aura.co.th) .

9) What are your rights in connection with dataprotection?

You have the right, subject to applicable local data protection legislation, to:

- request access to, and receive a copy of, the personal data we hold;
- if appropriate, request rectification or erasure of the personal data that are inaccurate;
- request that personal data be erased when the Processing is no longer necessary for the Purposes, or is not or no longer lawful for other reasons, subject however to applicable retention periods (see Section 10 below);

- request a restriction of Processing of personal data where the accuracy of the personal data is contested, the Processing is unlawful, or if the Data Subjects have objected to the Processing;
- object to the Processing of personal data, in which case we will no longer process the personal data unless we have compelling legitimate grounds to do so ( e. g. the establishment, exercise or defence of legal claims);
- receive the personal data in structured, commonly used and machine-readable format (data portability right);
- obtain a copy of, or access to, the appropriate or suitable safeguards which we may have implemented for transferring the personal data outside the European Union or Switzerland;
- complain to our Data Protection Officer in relation to the Processing of personal data and, failing any satisfactory resolution of the matter, file a complaint in relation to the Processing of personal data with the relevant data protection supervisory authority.

Even if a Data Subject objects to the Processing of personal data, we are nevertheless allowed to continue the same if the Processing is: (i) legally mandatory; (ii) necessary for performance of a contract to which the

Data Subject is a party; (iii) necessary for performance of a task carried out in the public interest; or (iv) necessary for the purposes of the legitimate interests we pursue, including the establishment, exercise or defence of legal claims. We will not, however, use the Data Subject's personal data for direct marketing purposes if the Data Subject asks us not to do so.

Subject to the limitations set forth in this Privacy Notice and/or in applicable local data protection laws, you can exercise the above rights free of charge by contacting our Data Protection Officer.

10) How long are your personal data kept or stored?

As a matter of principle, we retain personal data for as long as we need the same to achieve the Purposes. By the same token, we will delete or anonymise personal data (or equivalent) once they are no longer necessary to achieve the Purposes, subject however: (i) to any applicable legal or regulatory requirements to store personal data for a longer period; or (ii) to establishing, exercising and/or defending actual or potential legal claims, investigations or similar proceedings, including legal holds, which we may enforce to preserve relevant information.

NOTICE

1) Who is responsible for your personal data and whom can you contact?

We process information and personal data relating to you and/or any Related Person of yours [Related Person(s) and you together hereafter the “Data Subject(s)”]. We essentially do so in connection with our existing and/or prospective business relationships, including your use of our websites (together hereafter the “Business Relationship”). We can do so either as controller or as joint controller (hereafter the “Controller”).

A “Related Person” means an individual or entity whose information you or a third party provides to us and/or which otherwise comes to our knowledge in connection with our Business Relationship. A Related Person may include, but is not limited to: (i) a director, officer or employee of a company; (ii) a trustee, settlor or protector of a trust; (iii) a nominee or beneficial owner of an account; (iv) a substantial interest owner in an account; (v) a controlling person; (vi) a payee of a designated payment; (vii) a representative or agent (i.e. with a power of attorney or a right to information on an account); or (viii) an employer or contractor. In this regard, we ask you to liaise with any and all of your Related Persons and transmit to them this Privacy Notice and the information contained therein.

Should you have any questions about this Privacy Notice, your Controller or, more generally, the processing of your (or your Related Persons') personal data, you can contact your relationship manager or our Data Protection Officer at any of the following email addresses: [info@aura.co.th](mailto:info@aura.co.th) or visit [www.aura.co.th](http://www.aura.co.th)

## 2) How do we handle your personal data?

We are subject to certain confidentiality and/or secrecy obligations, e.g. arising under data protection, contract, professional or banking secrecy, as the case may be. Personal data we process are also subject to said obligations.

This Privacy Notice deals with the way we process (i.e. collect, use, store, transmit or otherwise handle or process, operations collectively defined hereafter as the "Processing" or "Processing Operations") personal data. This Privacy Notice does not replace, and is subject, to our applicable contractual terms and conditions.

We may conduct our Processing Operations either directly or indirectly, through other parties that process personal data on our behalf ( hereafter the "Processors"). We are responsible only for the Processing of personal data as per this Privacy Notice.

### 3) What personal data do we process?

“Personal data” include any information that makes it possible to identify a natural person directly (e.g. first name, surname) or indirectly (e.g. passport number or data combination).

Personal data of Data Subjects we process may include:

- identification data, e.g. names, addresses, telephone numbers, email addresses, business contact information;
- personal characteristics, e.g. date of birth, country of birth;
- professional information, e.g. employment and job history, title, professional skills, powers of attorney;
- identifiers issued by public bodies, e.g. passport, identification card, tax identification number, national insurance number, social security number, work permit;
- financial information, e.g. financial and credit history information, bank details, record from the debt collection enforcement office;
- transaction/investment data, e.g. current and past investments, investment profile, investment preferences and invested amount, number and



value of shares held, role in a transaction (seller/acquirer of shares), transaction details;

- management and security data, e.g. records of presence on our premises, reputation checks and background checks;
- cookie information, e.g. cookies and similar technologies on websites and in emails (please also see our Cookie Policy).

#### 4) For what Purposes and on what legal bases do we process personal data?

We collect and process personal data for the purposes (hereafter the “Purposes”) and based on the legal bases set out in this Privacy Notice.

As a general comment, we essentially base our Processing on: (i) performance of a contract to which you are a party or a Related Person is related (as well as to take pre-contractual steps at your or a Related Person’s request); (ii) our duty to comply with a legal or regulatory obligation; (iii) the pursuit of our legitimate interest (including that of other Aura Solution Company Limited Group entities); and (iv) performance of a task carried out in the public interest (e.g. to prevent or detect offences).

More specifically, we collect and process personal data as necessary for performance of a contract to which you are a party and/or a Related Person is related, which encompasses the following Processing Operations (which may also be based on other lawful bases):

- the opening and management of your and/or Related Person' s account or Business Relationship with us, including all related operations for your identification;
- any other related services provided by any service provider of the Controller(s) and Processors in connection with our Business Relationship;
- management, administration and distribution of investment funds, including any ancillary services related to these activities, or the processing of subscription, conversion and redemption requests in investment funds, as well as for maintaining the ongoing relationship with respect to holdings in such investment funds;
- management of requests for proposals and/or due diligence, the provision of services (including the invoicing and payment of fees) and management of the Business Relationship and related communication with you.

We also collect and process personal data in connection with compliance with legal and regulatory obligations to which we are subject, including to:

- provide offering documentation to Data Subjects about products and services
- comply with legal obligations relating to accounting, compliance with legislation on markets in financial instruments, outsourcing, foreign activity and qualified participation;
- carry out any other form of cooperation with, or reporting to, competent administrations, supervising authorities, law enforcement authorities and other public authorities [e.g. in the field of anti-money laundering and combating terrorism financing (AML-CTF)], for prevention and detection of crime under tax law [e.g. reporting of name, address, date of birth, tax identification number (TIN), account number and account balance to tax authorities under the Common Reporting Standard (CRS) or Foreign Account Tax Compliance Act (FATCA) or other tax legislation to prevent tax evasion and fraud as applicable];
- prevent fraud, bribery, corruption and the provision of financial and other services to persons subject to economic or trade sanctions on an ongoing basis in accordance with our AML-CTF procedures, as well as to retain AML-CTF

and other required records for screening purposes;

- deal with active intra-group risk management pursuant to which risks in terms of markets, credit, default, processes, liquidity and image as well as operational and legal risks must be identified, limited and monitored;
- record conversations with Data Subjects (such as telephone and electronic communications), in particular to document instructions or detect potential or actual frauds and other offences.

The Processing Operations outlined above may rely on other lawful bases and potentially do substantially rely on the performance of a task carried out in the public interest.

Furthermore, we may process personal data in connection with legitimate interests we pursue in order to:

- assess certain characteristics of the Data Subjects on the basis of personal data processed automatically (profiling) (see also Section 5 below);
- develop our Business Relationship with you;

- improve our internal business organisation and operations, including for risk management;
- use this information in Aura Solution Company Limited Group entities for market studies or advertising purposes, unless Data Subjects have objected to use of their personal data for marketing;
- assess our risk and take related business decisions with regard to risk management;
- communicate personal data to other Aura Solution Company Limited Group entities, in particular to guarantee an efficient and harmonised service and inform Data Subjects about services offered by Aura Solution Company Limited Group entities;
- establish, exercise and/or defend actual or potential legal claims, investigations or similar proceedings;
- record conversations with Data Subjects (such as telephone and electronic communications) to verify instructions, enforce or defend our interests or rights, assess, analyse and improve the quality of our services, train our employees and manage risks.
- conduct audits and/or regularly reviews on you or your Related Person.

To the extent one or more of our Processes of personal data presupposes that you give your prior consent thereto, we will contact you and seek your consent in due time.

The provision of personal data may be mandatory, e.g. with regard to our compliance with legal and regulatory obligations to which we are subject. Please be aware that failing to provide such information may preclude us from pursuing a Business Relationship with, and/or from rendering our services to, you.

5) Do we rely on profiling or automated decision-making?

We may assess certain characteristics of the Data Subjects on the basis of personal data processed automatically (profiling) in particular to provide Data Subjects with personalised offers and advice or information on our products and services or those of our affiliates and business partners. We may also use technologies that allow us to identify the level of risks linked to a Data Subject or to activity on an account.

Furthermore, we generally do not use automated decision-making in connection with our Business Relationship and/or Data Subjects. Should we do so, we will comply with applicable legal and regulatory requirements.

6) What sources do we use to collect your personal data?

To achieve the Purposes, we collect or receive personal data:

- directly from the Data Subjects, e.g. when contacting us or through (pre ) contractual documentation sent directly to us; and/or
- indirectly from other external sources, including any publicly available sources [e.g. UN or EU sanctions lists, OFAC – Specially Designated Nationals (SND) lists], information available through subscription services (e.g. Bloomberg, World Compliance PEP list) or information provided by other third parties.

7) Do we share your personal data with third parties?

If necessary or useful to achieve the Purposes, we reserve the right to disclose or make accessible the personal data to the following recipients, provided this is legally or otherwise authorised or required:

- public/governmental administrations, courts, competent authorities (e.g. financial supervisory authorities) or financial market actors (e.g. third-

party or central depositories, brokers, exchanges and registers);

- Aura Solution Company Limited Group entities or third-party Processors that process personal data on our behalf and/or to which we outsource certain tasks of ours (outsourcing);
- auditors or legal advisors.

We undertake not to transfer personal data to any third parties other than those listed above, except as disclosed to Data Subjects from time to time or if required by applicable laws and regulations applicable to them or by any order from a court, governmental, supervisory or regulatory body, including tax authorities

8) Are personal data transferred outside our jurisdiction of incorporation?

In the course of our Business Relationship, we may disclose, transfer and/or store personal data abroad (hereafter "International Transfer"): (i) in connection with the conclusion or performance of contracts directly or indirectly related to our Business Relationship, e.g. a contract with you or with third parties in your interest; (ii) when the communication is necessary to safeguard an overriding public interest; or (iii) in exceptional cases duly foreseen by applicable laws (e.g. disclosures of certain trades made on an exchange to international trade registers).





International Transfers may include the transfer to jurisdictions that: (i) ensure an adequate level of data protection for the rights and freedoms of Data Subjects as regards to Processing; (ii) benefit from adequacy decisions as regards their level of data protection (e.g. adequacy decisions from the Thailand Royal Commission or the Thai Federal Data Protection and Information Commissioner); or (iii) do not benefit from such adequacy decisions and do not offer an adequate level of data protection. In the latter case, we will ensure that appropriate safeguards are provided, e.g. by using standard contractual data protection clauses established by the Thailand Royal Commission.

Should you wish to have further information as regards International Transfers or appropriate safeguards, you can of course contact our Data Protection Officer (see Section 1 above).

9) What are your rights in connection with data protection?

You have the right, subject to applicable local data protection legislation, to:

- request access to, and receive a copy of, the personal data we hold;

- if appropriate, request rectification or erasure of the personal data that are inaccurate;
- request that personal data be erased when the Processing is no longer necessary for the Purposes, or is not or no longer lawful for other reasons, subject however to applicable retention periods (see Section 10 below);
- request a restriction of Processing of personal data where the accuracy of the personal data is contested, the Processing is unlawful, or if the Data Subjects have objected to the Processing;
- object to the Processing of personal data, in which case we will no longer process the personal data unless we have compelling legitimate grounds to do so ( e. g. the establishment, exercise or defence of legal claims);
- receive the personal data in structured, commonly used and machine-readable format (data portability right);
- obtain a copy of, or access to, the appropriate or suitable safeguards which we may have implemented for transferring the personal data outside the European Union or Thailand;
- complain to our Data Protection Officer (see Section 1 above) in relation to the Processing of personal data and, failing any satisfactory resolution of the matter, file a complaint in relation

to the Processing of personal data with the relevant data protection supervisory authority.

Even if a Data Subject objects to the Processing of personal data, we are nevertheless allowed to continue the same if the Processing is: (i) legally mandatory; (ii) necessary for performance of a contract to which the Data Subject is a party; (iii) necessary for performance of a task carried out in the public interest; or (iv) necessary for the purposes of the legitimate interests we pursue, including the establishment, exercise or defence of legal claims. We will not, however, use the Data Subject's personal data for direct marketing purposes if the Data Subject asks us not to do so.

Subject to the limitations set forth in this Privacy Notice and/or in applicable local data protection laws, you can exercise the above rights free of charge by contacting our Data Protection Officer

10) How long are your personal data kept or stored?

As a matter of principle, we retain personal data for as long as we need the same to achieve the Purposes. By the same token, we will delete or anonymise personal data (or equivalent) once they are no longer necessary to achieve the

Purposes, subject however: (i) to any applicable legal or regulatory requirements to store personal data for a longer period; or (ii) to establishing, exercising and/or defending actual or potential legal claims, investigations or similar proceedings, including legal holds, which we may enforce to preserve relevant information.

## COOKIES

We are particularly mindful of your expectations with regard to discretion and your right to privacy, and we therefore strive to retain the trust you show in us.

This cookie policy therefore aims to describe exactly how we handle the information gathered during visits to this website, and to offer you the opportunity to set cookie usage in accordance with your preferences.

### **1. What is a cookie?**

A cookie is a text file sent by a website and recorded on your IT terminal (e.g. computer or smartphone) when an online service is viewed from your browser. The vast majority of websites use cookies.

A cookie enables its issuer to identify the terminal on which it is recorded, during the period when the cookies are valid and being stored.

Any method of storage used by the browser, such as local storage, session storage or any other local browser database, is considered to be a “cookie” within the meaning of this definition.

## **2. What do we use cookies for?**

In general, cookies allow you to navigate our website more easily and efficiently. Subject to your agreement, which may be modified at any time, we use cookies on our website in order to enhance the way you navigate our site. In particular, cookies allow you to set your connection preferences (e.g. language) and to subscribe for products and services online.

The cookies we issue also enable us to collect statistical data and monitor traffic and usage volumes for the various components of our website. This allows us to make our services more attractive and user-friendly and adapt the way our website is presented to you.

## **3. What cookies do we use and how are they set?**

In principle, cookies are recorded on a terminal only with the consent of the terminal user. There are several ways to manage cookies: the user may at any time choose to express or modify their cookie preferences via their browser settings, or, for our website, by means of the tools described below.

Each browser is configured differently as described in the browser's help menu. This will tell you how to change your general preferences regarding cookies.

If you have accepted cookies in your web browser, with the result that cookies are recorded on your terminal, the cookies contained in the pages and content you have viewed may be stored temporarily in a specific area of your terminal.

If you decline to allow cookies to be recorded on your terminal, or if you delete those already recorded on it, you will no longer be able to benefit from a number of features on our website.

The cookies we use on our site can be set individually by you according to their type. More detailed information is given below regarding each type of cookie (data collected, purpose of the cookies and how long the data

is stored) and you can choose to accept or decline their use.

a. Technical cookies

Technical cookies are vital to the functioning of the website. These cookies enable you to browse our site and make use of its features. Their settings therefore cannot be changed.

Cookies are stored for a maximum of 13 months.

b. Analytical cookies

These cookies gather information on how visitors use the website (e.g. number of visits, most popular pages, most-viewed content). They enable us to find out how our website is used, how it performs, and to collect statistics and monitor traffic volumes in order to make our services more attractive and user-friendly.

These cookies are for internal use only.

c. Shared cookies (social networks)

Our website contains links to external social media sites such as LinkedIn, enabling you to share content from our site with other people. When you agree to the use of



cookies in general or activate this type in particular and when you use social sharing buttons, a third-party cookie relating to the social network concerned is installed. Sharing buttons allow the content viewed to be linked to your user account if you are simultaneously connected to the social network.

#### 4. Renewing your consent

When you consent to the use of cookies, your consent is valid for a maximum of 13 months, after which you will be asked to renew it. A renewal request may also be triggered if you connect from a different terminal or modify your browser settings or when a new version of the website is released.

## CONTACTS

Thank you for your interest in Aura Solution Company Limited.

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