

Privacy Notice and Terms of Use

Merito Partners Investor Portal

Effective date: 1 April 2026

Last updated: 1 April 2026

Part I. Privacy Notice

1. Data Controller

The data controller for the processing of personal data is Merito Partners SIA (hereinafter – “Merito Partners” or “We”), registration No. 40203108092, registered address: Roberta Hirsā 1, Rīga, LV-1045, Latvia.

2. Purposes and Legal Basis for Processing

Merito Partners processes your personal data within the Investor Portal (hereinafter – “Portal”) for the following purposes:

- Providing Portal access and user authentication – legal basis: performance of a contract (Article 6(1)(b) of the GDPR);
- Visualisation of investment information – displaying current status, historical data, and reports; legal basis: performance of a contract and legitimate interests (Article 6(1)(b) and (f) of the GDPR);
- Ensuring Portal security – maintaining access logs and implementing security measures; legal basis: legitimate interests (Article 6(1)(f) of the GDPR).

3. Categories of Personal Data Processed

The following categories of personal data are processed within the Portal:

- Identification data: first name, last name, user ID;

- Contact information: email address (used for authentication via Microsoft solution);
- Investment data: investment commitment amounts, investment status, historical data, returns, and portfolio indicators;
- Technical data: access time, IP address, device information, session data.

4. Data Sources

The data displayed on the Portal is automatically synchronised from the Merito Partners CRM system. No manual data entry or content management is performed on the Portal. Data is initially collected during the execution of investment agreements and the investor onboarding process.

5. Data Recipients

Your personal data may be disclosed to the following categories of recipients:

- Technology service providers: Microsoft (authentication services, Azure cloud infrastructure), CRM system provider;
- Merito Partners group entities – to the extent necessary for investment management;
- Supervisory authorities and auditors – where required by applicable laws and regulations.

Merito Partners does not transfer your personal data to third countries outside the European Economic Area (EEA) unless such transfer is necessary and an adequate level of protection is ensured in accordance with Chapter V of the GDPR.

6. Data Retention Periods

Personal data on the Portal is retained for as long as the investment relationship between you and Merito Partners exists, and thereafter in accordance with the requirements of applicable laws and regulations (for example, the Latvian Commercial Law, tax legislation, and the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing).

7. Your Rights

In accordance with the General Data Protection Regulation (GDPR) and the Latvian Personal Data Processing Law, you have the following rights:

- the right to access your personal data and receive information about its processing;
- the right to request rectification of inaccurate or incomplete data;
- the right to request erasure of your data (“right to be forgotten”) where there is no longer a legal basis for processing;
- the right to restrict processing in certain circumstances;
- the right to data portability;
- the right to object to processing based on legitimate interests.

To exercise your rights, please contact us at: info@meritopartners.com. We will respond within 1 (one) month.

If you believe your rights have been infringed, you have the right to lodge a complaint with the Data State Inspectorate of Latvia (www.dvi.gov.lv).

8. Data Security

Merito Partners implements appropriate technical and organisational measures to protect your personal data against unauthorised access, loss, or destruction, including:

- authentication via Microsoft security solution (Single Sign-On);
- data encryption in transit (TLS/SSL);
- access control and log monitoring;
- regular security reviews.

Part II. Terms of Use

1. General Provisions

These Terms of Use (hereinafter – “Terms”) set out the conditions under which investors may use the Merito Partners Investor Portal (hereinafter – “Portal”). By accessing the Portal, you confirm that you have read and agree to abide by these Terms.

Merito Partners reserves the right to amend these Terms at any time by publishing the updated version on the Portal. By continuing to use the Portal after any amendments are published, you agree to the amended Terms.

2. Portal Access

Access to the Portal is provided using the email address confirmed during the investor onboarding process via Microsoft authentication solution (Single Sign-On). Each investor is granted individual access to their own investment data only.

The user undertakes to:

- not share their access credentials with third parties;
- promptly inform Merito Partners of any unauthorised access or security incident;
- use the Portal only for personal and lawful purposes.

3. Portal Content and Limitations

The information available on the Portal is provided for informational purposes only and for the convenience of users. It is automatically synchronised with the Merito Partners CRM system, and no manual content management is performed on the Portal.

Merito Partners does not assume legal liability for the accuracy, completeness, or timeliness of the information available on the Portal, nor for any delays or data interpretation. Only information that has been expressly confirmed to the investor by means of an official notification or individually addressed report shall be considered binding and legally effective.

The information displayed on the Portal shall not be construed as investment advice, an offer, or a solicitation to carry out transactions with financial instruments.

4. Intellectual Property Rights

The content, design, software, and all related materials of the Portal are the property of Merito Partners or its licensors and are protected by copyright and other intellectual property laws.

The user is prohibited from:

- copying, reproducing, distributing, or publishing Portal content without the prior written consent of Merito Partners;
- modifying, decompiling, or otherwise altering the Portal software;
- using the Portal or the information available therein for commercial purposes without a separate agreement.

5. Portal Availability

Merito Partners endeavours to ensure uninterrupted operation of the Portal but does not guarantee its availability 24/7. Portal operation may be temporarily interrupted due to technical maintenance, updates, or force majeure events.

Merito Partners shall not be liable for any losses arising from the unavailability or disruption of the Portal.

6. Limitation of Liability

To the extent permitted by applicable law:

- Merito Partners shall not be liable for any direct or indirect damages arising from the use of, or inability to use, the Portal;
- Merito Partners shall not be liable for the actions or omissions of third parties that may affect the operation of the Portal;
- Merito Partners' total liability shall not exceed the mandatory minimum standards established by Latvian law.

7. Third-Party Links

The Portal may contain links to third-party websites or services. Merito Partners is not responsible for the content, privacy practices, or activities of such third parties. We encourage you to review the privacy policies of any third-party services before using them.

8. Governing Law and Dispute Resolution

These Terms are governed by the laws of the Republic of Latvia. Any disputes arising in connection with the use of the Portal shall be resolved through negotiations, and, if no agreement can be reached, before the courts of the Republic of Latvia.

Contact Information

Merito Partners SIA

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Website: www.meritopartners.com