CMC FUNDED | Verichain

CMC MARKETS FUNDED X VERICHAIN PROGRAMME EDITION

Privacy Policy

VERICHAIN PROGRAMME EDITION 1.2 | 24 SEPTEMBER 2026

Based on the master Privacy Policy, Version 2.0

Privacy notice for personal data, platform data, simulated trading data and the CMC Markets Singapore commercial relationship.

Operator	True North Tech L.L.C-FZ
Trading name / programme	CMC Markets Funded
Company type	Limited Liability Company - Free Zone
Corporate registry	Meydan Free Zone, Dubai, United Arab Emirates
Registration number	2646504
Business licence number	2646504.01
Registered office	Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E.
CMC Markets relationship	True North Tech L.L.C-FZ independently operates CMC Markets Funded under a written Marketing Services Agreement with CMC Markets Singapore Pte. Ltd., the exclusive financial services and online brokerage partner, which provides agreed marketing, brand, data, governance and related operational support.
Document status	Verichain Programme Edition 1.2 - Customer-facing legal document, based on master Version 2.0
Last updated	24 September 2026
Edition history	Edition 1.0 (2 September 2026) → Edition 1.1 (15 September 2026): Section 12 describes the consent management platform and the "Privacy Settings" link → Edition 1.2 (24 September 2026): Section 8A.10 describes the retention of referral attribution records, in line with the executed partnership agreements.
Partnership edition	CMC Markets Funded x Verichain Programme Edition 1.2 - applies to customers who enter the programme through the Verichain journey

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Legal counterparty: True North Tech L.L.C-FZ, trading as CMC Markets Funded. CMC Markets Singapore Pte. Ltd. is a separate legal entity and is not the operator, seller or guarantor of the Services described in this document.

1 Who we are

For the purposes of this Policy, references to "we", "us" and "our" mean True North Tech L.L.C-FZ, trading as CMC Markets Funded, except where this Policy states that another party, including CMC Markets Singapore Pte. Ltd. or a separate regulated CMC Markets entity, acts independently under its own documents.

2 Scope of this Policy

This Policy applies to personal data we process when you:

- visit the Website or use the Client Area;
- create an account, place an order or purchase a challenge;
- use the Evaluation Program, Reward Stage or related tools;
- communicate with us through support, chat, email, forms or social channels;
- complete verification, sanctions, anti-fraud or payout checks;
- request a Reward or refund; or
- ask to be referred to a CMC Markets entity or otherwise interact with an optional referral path.

> Partnership edition addition: this Policy also applies when you enter the Program through the CMC Markets Funded x Verichain journey, in which case Section 8A also applies.

This Policy does not govern third-party websites or apps after you leave our Website, including any separate website or onboarding flow operated by a relevant CMC Markets entity, payment processor, trading platform provider or other third party.

3 Categories of personal data we collect

Depending on the service you use, we may collect and process the following categories of information:

- Identity and account data: name, date of birth, username, login credentials, account ID, nationality, business details, legal-entity details and records of consent or acceptance.
- Contact data: email address, telephone number, country, language and communication preferences.
- Corporate and verification data: company registration details, beneficial-owner information, authorised-user details, identification documents, proof of address, liveness checks, tax or residency documentation and source-of-funds or source-of-wealth information where required.
- Payment and payout data: card or processor metadata, transaction references, billing details, wallet addresses, bank account details, payout method information and fraud-screening results.
- Device, technical and usage data: IP address, browser type, device identifiers, operating system, cookies, session data, geolocation signals, access logs, page activity and diagnostic data.
- Simulated trading and program data: account configuration, trading performance, symbols traded, orders, trades, drawdown metrics, risk flags, consistency checks, payout history, program status and review outcomes.
- Support and communications data: messages, tickets, complaint history, call records where used, chatbot interactions, survey answers and internal notes created while handling requests.
- Compliance and risk data: sanctions screening results, politically exposed person indicators, wallet screening, chargeback history, device-linking indicators, network analysis and anti-abuse markers.

4 How we use personal data

We may use personal data to:

- create and manage your account and provide the Services you requested;
- process purchases, payments, refunds, credits and Reward requests;
- provision, operate and secure the Website, Client Area and trading platform access;
- apply program rules, detect prohibited trading practices and prevent abuse;
- conduct sanctions, anti-money laundering, anti-fraud, KYC and KYB checks;
- communicate with you about your account, orders, support requests, legal notices and platform events;
- personalise parts of the user experience and improve navigation, onboarding and customer support;
- monitor service performance, investigate incidents and manage complaints or disputes;
- carry out analytics, reporting, forecasting, internal research and business intelligence;
- evaluate simulated trading data for service improvement, internal risk management and internal discretionary strategy analysis;
- comply with legal, regulatory, tax, accounting, sanctions, fraud-reporting and record-keeping obligations; and
- where lawful and appropriate, manage an optional referral or hand-off to a relevant CMC Markets entity.

5 Legal bases where applicable

Where a privacy law requires us to identify a legal basis for processing, we may rely on one or more of the following, depending on the context:

- performance of a contract or steps taken at your request before entering into a contract;
- compliance with a legal obligation, including sanctions, fraud prevention, tax, accounting and law-enforcement obligations;
- our legitimate interests, including fraud prevention, service security, analytics, dispute handling, product improvement, internal risk management and business administration, where those interests are not overridden by your rights;
- consent, where consent is required or where we choose to rely on it, including for optional referrals, certain marketing or non-essential cookies; and
- establishing, exercising or defending legal claims.

Where consent is the basis used, you may withdraw it at any time, but that will not affect processing already carried out before withdrawal became effective.

6 Simulated trading, behavioural and platform data

Because CMC Markets Funded is a simulated-only evaluation business, a large part of the information we process relates to simulated trading, behavioural patterns, device use, challenge progress, payout eligibility and platform integrity.

We may analyse this information manually, automatically or with AI-assisted tools to identify abuse, monitor risk, apply rules, assess eligibility for Rewards, improve the user experience, and determine whether simulated behaviour appears genuine, coordinated, abusive or otherwise inconsistent with the purpose of the Services.

Where legally permitted, we may also aggregate or anonymise such data and use it for statistics, product development, forecasting, reporting, service optimisation, fraud prevention, internal risk models, internal discretionary trading analysis or similar business purposes. Aggregated or anonymised data may continue to be used after termination of your account.

Nothing in this Policy gives you ownership of our analytics models, internal scoring logic or internal discretionary decisions about whether or how any simulated trading data is used inside our business.

7 How we share personal data

We may share personal data with the following categories of recipients where reasonably necessary and lawful:

- trading platform providers, CRM providers, hosting providers, software vendors and infrastructure providers;
- payment processors, banks, electronic money institutions, wallet providers and payout partners;
- KYC, KYB, fraud-screening, sanctions-screening, geolocation, wallet-screening and device-intelligence providers;
- customer support providers, communication tools, AI-assisted workflow providers, translation providers and ticketing systems;
- analytics, consent-management, security, logging and monitoring providers;
- professional advisers such as lawyers, accountants, auditors and insurers;
- regulators, tax authorities, law-enforcement agencies, courts and competent authorities where required or appropriate;
- acquirers, investors, successors or other counterparties in connection with a business reorganisation, financing or sale, subject to confidentiality and lawful processing requirements; and
- CMC Markets Singapore Pte. Ltd. and, where lawful and necessary, its group companies, for the marketing, brand, data, analytics, governance, operational-support and optional-referral purposes described in Clause 8.

> Partnership edition addition: Verichain Ltd and - only where you select the optional "Stay informed with CMC Markets" request - the CMC Markets group entity identified in Section 8A, in each case in the limited circumstances described in Section 8A.

We do not sell personal data in the ordinary sense of selling customer lists for general third-party marketing.

8 CMC Markets Singapore relationship, data sharing and optional referrals

8.1 True North Tech L.L.C-FZ independently operates CMC Markets Funded. It is not owned or controlled by CMC Markets Singapore Pte. Ltd., CMC Markets plc or any other CMC Markets group entity.

8.2 Under a written Marketing Services Agreement, CMC Markets Singapore Pte. Ltd. is the exclusive financial services and online brokerage partner of the Domain, Platform and Program and provides agreed marketing, brand, data, governance and related operational support. Depending on the processing activity, CMC Markets Singapore may act as an independent recipient or controller of information disclosed to it, but it does not become the controller or operator of our simulated Program merely because of that relationship.

8.3 We may disclose simulated Trading Data and related technical, behavioural and analytical information to CMC Markets Singapore. This can include trade direction, size, instruments, prices, timestamps, order types, account identifiers, device identifiers, IP addresses, session data, trading logs, risk flags, behavioural and statistical data, and aggregated, anonymised, pseudonymised, transformed or derived data. Trading Data will not ordinarily include your name or email address unless that information is separately necessary, lawful and appropriately disclosed.

8.4 CMC Markets Singapore may use information disclosed under the Marketing Services Agreement for analytics, product development, artificial intelligence and machine-learning training, market research, business intelligence, risk analysis, benchmarking, marketing, commercialisation, operational purposes, regulatory compliance and the development of products or services, subject to applicable law. It may retain and use information for the periods permitted by applicable law and the relevant agreements, including after our commercial relationship ends where the information is lawfully anonymised or otherwise lawfully retained.

8.5 We rely on the legal bases and safeguards described in this Policy for these disclosures, which may include performance of our contract with you, legitimate interests, compliance with law and consent where required. We use contractual, access-control, security and data-minimisation measures proportionate to the information and purpose.

8.6 Where an optional referral path is made available, you may choose to ask us to refer you to CMC Markets Singapore or another relevant CMC Markets entity for a separate regulated service. That hand-off is optional, jurisdiction-dependent and subject to your consent, eligibility and the receiving entity's acceptance criteria. We may share the minimum information reasonably required to facilitate it.

8.7 Once you engage directly with a CMC Markets entity, that entity's own legal and privacy documents govern its processing for the separate regulated service. We may receive marketing fees, referral remuneration or other commercial consideration under separate arrangements; that compensation does not make the relevant CMC Markets entity jointly liable for our Services, Rewards, refunds or customer support obligations.

8A Personal data received and shared through the Verichain journey

PARTNERSHIP EDITION SECTION

This Section 8A applies if you enter the CMC Markets Funded Program through the CMC Markets Funded x Verichain journey - the page at https://cmcmarketsfunded.com/verichain/ and the Verichain Candidate Portal in which you select "Start Evaluation" (together, the "Verichain journey"). It describes three distinct data flows: personal data sent by Verichain to us; evaluation-result data sent by us back to Verichain; and the separate, optional "Stay informed with CMC Markets" request. It supplements the rest of this Policy. The CMC Markets Singapore provisions in Section 8 describe a separate commercial relationship and are unchanged; the Verichain journey is not part of that relationship.

8A.1 The parties and their roles. Verichain is Verichain Ltd, a company incorporated in England and Wales under company number 17329952, with registered office at 68 King William Street, London, EC4N 7HR, United Kingdom. We - True North Tech L.L.C-FZ, trading as CMC Markets Funded, with the registration details and registered office stated at the front of this Policy - operate the simulated evaluation. Verichain and we each act as an independent controller of the personal data we each collect and use in the Verichain journey, and each of us is responsible for our own privacy notice and lawful basis. Verichain's privacy notice is linked from the Start Evaluation notice in its Candidate Portal. No CMC Markets group company is a party to the agreement between Verichain and us that governs the Verichain journey.

8A.2 How the journey starts and what you agree to. Immediately before you select "Start Evaluation" in the Verichain Candidate Portal, you are shown a short notice and two separate checkboxes. The first checkbox is required and reads, in substance: "Start my Verichain Verified Trader Evaluation. I understand that Verichain will share the details needed to create and support my Evaluation with CMC Markets Funded and its approved providers, and that my progress, result and any appeal outcome will be shared with Verichain for its candidate process. I have read the Evaluation Rules and Privacy Notices." It is required because the Evaluation and the interview process cannot be delivered without that data flow; if you do not tick it, you cannot start the Evaluation and no data is sent to us. The second checkbox is optional, is unticked by default and is described in Section 8A.6. The Candidate Portal's time-stamped record of your selections is the record of the choices you made.

8A.3 Flow 1 - what Verichain sends us, and why. Verichain sends us: your name and contact details; your Verichain candidate identifier and relevant application information; and your nationality or citizenship and country of residence. We use this information to create your simulated account and credentials, to support you and communicate with you about the Evaluation, to map you to the programme and configure the Evaluation, and to carry out age, jurisdiction, duplicate-use, sanctions, fraud and security controls. Passport, bank, source-of-funds, special-category and criminal-offence data are not routinely transferred through the Verichain journey. Our lawful bases for this flow are: steps taken at your request before entering into a contract, and performance of that contract, for creating and running the Evaluation you asked to start; compliance with our legal obligations and our legitimate interests for the eligibility, duplicate-use, fraud, sanctions and security controls; and, where the law that applies to you requires consent for a particular element of this flow, the consent recorded by the Start Evaluation checkbox. Where another lawful basis applies, that checkbox records your acknowledgement and your instruction to start the service.

8A.4 Flow 2 - what we return to Verichain. We return your progress status, your result (pass or fail), the reason code for that result and the outcome of any appeal. Verichain uses this information for its candidate assessment, to trigger its interview commitment and to resolve disputes. We do not send Verichain your trade-by-trade activity or platform metrics; those remain with us and are used to operate, secure, grade and explain the Evaluation. Both successful and unsuccessful results are reported. Verichain has agreed that unsuccessful attempts do not reduce its interview commitment and that any Verichain Verified Trader status it displays will not show how many attempts you took. Verichain confirms interview invitation and completion status back to us so that we can confirm its commitment has been met and produce aggregate programme reporting. We may also share with Verichain aggregated programme metrics, such as evaluations issued, starts, pass or breach rates and appeals, that do not identify you.

8A.5 Automated assessment and human review. The Platform automatically assesses your Evaluation against the configured goals and failure rules. Human review is available where a result is disputed or where an automated outcome may materially affect you. You may appeal a result in writing within ten (10) business days after the result notice; we acknowledge appeals within two (2) business days and aim to give a reasoned outcome within ten (10) business days, subject to complexity. A result is evidence of performance within a simulated ruleset only.

8A.6 Flow 3 - the optional "Stay informed with CMC Markets" request. The second checkbox is visually separate and unticked by default. It reads, in substance: "Keep me informed about CMC Markets. I would like CMC Markets or any member of the CMC Markets group identified in the linked privacy notice to share relevant market insights, educational resources, new product and platform releases, feature updates and other information that may be useful to me as a trader, and to contact me through appropriate forms of communication. Any account or service is separate from this Evaluation, subject to eligibility, risk warnings and its own terms, and I can opt out at any time." It is not required for the sponsored Evaluation, an interview or your place in Verichain's candidate process, and leaving it unticked has no adverse effect. If you select it, your request status and the contact, location and trading-experience information needed to respond are passed - by Verichain or, where we hold them, by us - to the CMC Markets group entity identified in the privacy notice linked beside that checkbox, so that an authorised representative can respond and keep you informed. Under the arrangements in place at the date of this Policy, referrals arising from the Verichain journey are coordinated by CMC Markets Bermuda Ltd (company number 202302718, 9 Par-la-Ville Road, 5th Floor, S.E. Pearman Building, Hamilton HM11, Bermuda), and any live account is opened only with the CMC Markets group entity whose online account-opening portal accepts applications from your country, under that entity's own privacy and client documents. The receiving CMC Markets entity is responsible for its own contact with you, jurisdiction screening, privacy information and any regulated onboarding. You can opt out of that contact at any time.

8A.7 Marketing. Your Start Evaluation acknowledgement is not permission for direct marketing and is never treated as such. Contact from a CMC Markets group entity about live accounts, products or services can follow only from the separate request described in Section 8A.6 or from another genuine request made by you, and where the law that applies to you requires a separate consent for a particular channel or purpose, the sender obtains it first. Neither Verichain nor we will sell your personal data or use it for unrelated high-pressure trading promotions. Our own service messages and marketing communications remain governed by Section 14.

8A.8 Onward use and disclosure. Personal data received or generated in the Verichain journey is used only for the journey itself, registration and eligibility, delivery and support of the Evaluation, objective rules tracking, fraud and security controls, result and appeal reporting, interview administration, our legal obligations and aggregated or de-identified programme analytics, and is shared only with the recipients described in this Section 8A and the service providers in Section 7 who help us deliver those purposes. Any information about Verichain-journey evaluations that we provide to CMC Markets Singapore Pte. Ltd. under Section 8 is aggregated or de-identified so that it does not identify you. Verichain-journey data is not disclosed to a CMC Markets group entity for information or contact purposes unless you have made the separate request described in Section 8A.6 or another genuine request.

8A.9 International transfers. Verichain is established in the United Kingdom and we are established in the United Arab Emirates. Flow 1 therefore transfers your personal data from the United Kingdom to the United Arab Emirates, and Flow 2 returns result data to the United Kingdom; a request under Section 8A.6 is passed to the country of the receiving CMC Markets entity. The party exporting the data applies the international-transfer mechanism and transfer assessment required by the data-protection law that applies to it, together with data minimisation, encryption in transit and access controls. Section 9 also applies.

8A.10 Retention and security. Verichain-journey data is retained only for the period reasonably required for the programme, for disputes and for our legal obligations, and is then deleted or irreversibly anonymised, subject to secure backups and lawful retention; the general retention principles in Section 10 apply. Where a later paid Evaluation purchase by a customer first introduced through the Verichain journey gives rise to referral remuneration payable to Verichain, we keep the minimum attribution, transaction and payment records needed to calculate, pay and evidence that remuneration for as long as that obligation and the related accounting, tax and dispute periods last; those records are not used to contact you and do not override your rights. Verichain and we each maintain proportionate technical and organisational measures, including access controls, least-privilege access, multi-factor authentication for privileged access, encryption in transit, secure credential handling, logging, vulnerability management, backups, staff confidentiality and vendor due diligence, and we notify each other of a confirmed or reasonably suspected incident affecting shared data without undue delay and, where practicable, within twenty-four (24) hours. Section 11 also applies.

8A.11 Your choices and rights. You may withdraw the required acknowledgement at any time, but because the Evaluation cannot run without that data flow, we may then be unable to continue your Evaluation or report a result to Verichain; processing already carried out before withdrawal is unaffected, and we may keep records where required for disputes, legal obligations and fraud prevention as described in Section 10. You may withdraw the optional "Stay informed with CMC Markets" request at any time without any effect on your Evaluation or interview. You can exercise the rights described in Section 13 against us using the contact route in Section 17, and against Verichain under its own privacy notice; a request sent to the wrong party will be passed to the party responsible for the relevant service, and the parties cooperate to avoid inconsistent responses. You may also complain to the data-protection authority competent for you, for example the Information Commissioner's Office if you are in the United Kingdom.

8A.12 Interview pathway. A verified pass on any eligible attempt guarantees you one genuine interview with Verichain or a bona fide hiring partner in its ecosystem; Verichain, not we, provides the interview and makes all hiring decisions. Passing does not guarantee selection, an offer or employment. No CMC Markets entity is the employer or recruiter in Verichain's candidate process, and you never need to open, fund or trade a CMC Markets account to receive the Evaluation or an interview.

9 International transfers

Because we operate digitally and may use international processors and platforms, your personal data may be processed in the United Arab Emirates and in other countries where our providers, infrastructure, support teams or relevant counterparties operate. Those countries may include, depending on the workflow, the United Kingdom, EEA states, Canada, Australia, Singapore and other locations used by our service providers.

Where applicable law requires transfer safeguards, we will use safeguards that are appropriate in the circumstances, which may include contractual protections, vendor due diligence, access controls, minimisation, encryption and transfer-risk assessments.

10 Retention

We retain personal data only for as long as reasonably necessary for the purposes described in this Policy, including for contract performance, fraud prevention, sanctions compliance, dispute resolution, tax and accounting rules, record-keeping, evidence preservation and legal claims.

Retention periods may vary depending on the data type. For example, account records, transaction records, support records, compliance logs and payout records may be kept longer than routine website analytics data. Where data is aggregated or anonymised so it no longer identifies you, we may retain and use it for longer periods.

11 Security

We use a combination of technical, organisational and contractual measures designed to protect personal data against unauthorised access, misuse, loss, alteration or disclosure. These may include role-based access controls, logging, encryption where appropriate, vendor due diligence, security monitoring, restricted access to compliance materials and incident-response processes.

No system can be guaranteed to be completely secure. You are also responsible for keeping your account credentials, device access and email account secure.

12 Cookies and similar technologies

We use cookies and similar technologies for security, session continuity, functionality, analytics and, where permitted, marketing or attribution. For detailed information, please read our Cookie Policy.

The Website uses a consent management platform provided by Usercentrics to ask for, record and apply your cookie choices. When you first visit, a cookie banner asks which non-essential cookies may be used. Your choices are stored on your browser or device, together with a time-stamped record of what you chose, so that we can apply them on later visits and keep evidence of your choice.

You can review or change your choices at any time, including withdrawing a consent you gave earlier, by selecting the "Privacy Settings" link in the footer of the Website. This is the Cookie Settings control referred to in our Cookie Policy. It reopens the consent tool, where you can see each cookie category and provider and switch non-essential cookies on or off. Changes apply from that point onwards and do not affect processing that has already taken place. Strictly necessary cookies cannot be switched off in the tool because the Website does not work without them; you can still delete or block cookies through your browser settings, as described in our Cookie Policy.

13 Your rights

Depending on your location and the law that applies to you, you may have rights to request access to, correction of, deletion of, restriction of, objection to or portability of your personal data, and you may have the right to withdraw consent where consent is relied upon.

We may need to verify your identity before responding. We may also limit or decline a request where an exemption applies, where the request would adversely affect the rights of others, where we must keep certain records for legal reasons or where the data is no longer capable of being linked to you.

14 Marketing communications

We may send service messages that are necessary for the operation of your account, purchases, support tickets, security events, legal notices, program updates or payout processing.

Where marketing consent is required, we will rely on consent or another lawful basis that is available under applicable law. You can usually opt out of non-essential marketing communications by using the unsubscribe function in the message or by contacting us through the channels published on the Website.

15 Children

Our Services are not intended for children. You may not use the Services unless you meet the minimum age and eligibility requirements stated in our Terms and Conditions.

16 Changes to this Policy

We may update this Privacy Policy from time to time to reflect changes in law, regulation, service design, fraud patterns, technology, business structure, vendor arrangements or operational practices. When we do, we will update the "Last updated" date at the top of this page and may provide additional notice where appropriate.

17 Contact

If you have questions about this Privacy Policy or would like to exercise a relevant privacy right, please contact us using the details published on the Website or in the Client Area. To help us process requests efficiently, include your full name, registered email and the nature of your request.

If your request relates to an optional CMC Markets referral after you have already engaged directly with the relevant CMC Markets entity, that entity may need to handle part of your request under its own legal documents.

End of document. CMC Markets Funded x Verichain Programme Edition 1.2 (24 September 2026) - based on the master Privacy Policy, Version 2.0.