

Data Sharing Agreement

SpreadMarket.com is a trading name of ayondo markets Limited. ayondo markets Limited is a company registered in England and Wales under register number 03148972. ayondo markets Limited is authorised and regulated by the Financial Conduct Authority, FCA Register number 184333.

1. Introduction

This agreement governs the arrangements between SpreadMarket.com ('SpreadMarket.com') and Henroy AG ('the Introducer') for the sharing of SpreadMarket.com's Client's personal information ('the Information') with the Introducer, and sets out the purposes for which that Information may be used.

2. Use of Information

2.1 The Introducer will use the Information for the following purposes only:

- 2.1.1 Analysing and reporting customer trading behaviour; and
- 2.1.2 Sales and Marketing.

3. Information to be Shared

3.1 SpreadMarket.com shall permit the Introducer access to the Information through the following:

- 3.1.1 Client on-boarding documentation; and
- 3.1.2 SpreadMarket.com's proprietary technology.

3.2 No sensitive personal data, deemed to be so by SpreadMarket.com, will be transferred between SpreadMarket.com and the Introducer.

4. Information Transmission

4.1 The Information will be provided via regular secure electronic transfer using the latest security measures, in full compliance of, and to ensure the eight Data Protection Act 1998 principles are met.

4.2 The transfer will ensure that each party, and any data processor that each party uses, will hold up-to-date information at that time and ensure that the details of any clients who opt out of the data sharing are not processed.

5. Conditions Precedent for Use and Process of the Information

5.1 Prior to any use of the Information, each party shall ensure:

- 5.1.1 full compliance with SpreadMarket.com's Data Protection Policy and Terms and Conditions; and
- 5.1.2 full compliance with the Data Protection Act 1998 generally.

6. Confidentiality

6.1 The Introducer shall keep the Information confidential and shall not:

- a) use any Confidential Information except for those purposes as set out in clause 2; or
- b) disclose any Confidential Information in whole or in part to any third party except without both the Client's and SpreadMarket.com's express written authority.

6.2 The Introducer shall procure that each and all of its employees shall comply with this Agreement.

7. Restrictions on the use of Information

7.1 The Information used by the Introducer shall not be passed to any third party without the Client's express written consent except under the following conditions:

7.1.1 where the information is released to a data processor to host the Introducer's website, and the Introducer shall accordingly ensure that the data processor is contractually:

- 7.1.1.1 restricted from using the data for any other purposes other than given in clause 2; and
- 7.1.1.2 obliged to comply with the conditions in clause 6.

7.2 The Information shared between the parties shall not, without the express written consent of the Clients, be used for the purpose of marketing services provided by third party organisations.

8. Client opt out rights

8.1 The following Client opt out rights shall apply:

8.1.1 If a Client notifies either party that they object to the Information being shared with that party, but provided that such objection is in respect of the use of the Information for marketing purposes, then the Information will no longer be included in the transfer of information.

8.1.2 Each party shall maintain a readily accessible and easy-to-use mechanism for clients to opt out of having the information being processed by either party for marketing purposes at any time.

9. Retention of information

9.1 The Introducer will ensure that it adheres to SpreadMarket.com's records retention policies in respect of the Information.

10. Review and publication

10.1 This agreement is to be reviewed annually or on any material change.

10.2 This agreement will be published and made available on both parties' websites, and shall further be linked to SpreadMarket.com's application process which shall require the Client's consent in applying for a new account.

11. Jurisdiction

11.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.