

## DATA PROCESSING AGREEMENT

This AGREEMENT BETWEEN Autochartist (the "Service Provider") and the Licensee; together the "parties".

### RECITALS

- (a) Licensee and Service Provider have entered into the Commercial Terms for the Services.
- (b) The parties acknowledge and agree that the Service Provider may process personal data of data subjects on behalf of the Licensee.
- (c) The parties have agreed in the Commercial Terms to enter into this Data Processing Agreement which shall govern the processing of personal data of data subjects subject to Data Protection Legislation in the context of the services provided by the Service Provider in the Commercial Terms.

NOW, THEREFORE, the parties agree as follows:

### 1. INTERPRETATION

#### 1.1 In this Data Processing Agreement:

- 1.1.1 "Associated Company" means in relation to an entity, any holding company or subsidiary company from time to time of that entity and/or any subsidiary company of any such holding company.
- 1.1.2 "Data Protection Legislation" means Data Protection Act 2018, the EU Data Protection Directive 95/46/EC, the GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to the processing of personal data and privacy, as amended, extended or re-enacted from time to time, including where applicable, any guidance notes and codes of practice issued by the European Commission and applicable national Regulators including the United Kingdom Information Commissioner;
- 1.1.3 "GDPR" means the EC Regulation 2016/679 on the protection of natural persons regarding the processing of personal data and on the free movement of such data.
- 1.1.4 "Regulator" means any regulatory body with responsibility for ensuring compliance with Data Protection Legislation; and

1.1.5 "Security Breach" means accidental or deliberate, unauthorized, or unlawful acquisition, destruction, loss, alteration, corruption, access, use or disclosure of personal data processed under this Agreement or breach of Service Provider's security obligations under this Agreement.

1.2 The Agreement will come into effect on the Commencement Date.

1.3 In this Agreement, references to "data controller", "data processor", "processing", "data protection officer" and "personal data" and "personal data breach" shall have the same meaning as defined in Data Protection Legislation.

1.4 The Commercial Terms details the subject matter and duration of the processing; nature and purpose of the processing; the type of personal data being processed; and the categories of data subject.

1.5 The parties agree that in respect of any personal data processed in connection with this Agreement that Licensee shall be the "data controller" and Service Provider or Sub Processor shall be the "data processor".

1.6 By signing the Commercial Terms, the Licensee enters into this Agreement on behalf of itself and in the name and on behalf of its Associated Companies (as defined in clause 1.1).

1.7 The Commercial Terms form part of this agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Commercial Terms.

### 2. SERVICE PROVIDER OBLIGATIONS

2.1 Each party shall, in respect of the personal data, comply with those obligations applicable to it under the Data Protection Legislation.

2.2 Service Provider shall, at its own expense (except where otherwise expressly stated in this Agreement) and without prejudice to its other rights or obligations, in respect of its processing of such personal data:

2.2.1 process the personal data only to the extent, and in such a manner, as is necessary for the purposes of this Agreement and in accordance with Licensee's written instructions from time to time. Service Provider shall not process or permit the processing of the personal data for any other purpose unless such processing is

required by the European Union or a law of a Member State to which Service Provider is subject, in which case Service Provider shall notify Licensee in advance of its intention to carry out such processing and allow Licensee the opportunity to object (unless that law prohibits such information on important grounds of public interest). If Service Provider is unsure as to the parameters of the instructions issued by Licensee and/or believes that Licensee's instructions may conflict with the requirements of Data Protection Legislation or other applicable laws, Service Provider shall immediately notify Licensee for clarification and where requested provide reasonable details in support of any assertion that Licensee's instructions may be unlawful.

2.2.2 only make copies of the personal data to the extent reasonably necessary (which may include back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and/or testing of the data).

2.2.3 not extract, re-utilize, use, exploit, redistribute, re-disseminate, copy, store or otherwise process the personal data other than as permitted under the terms of this Agreement.

2.2.4 only permit access to the personal data to those Service Provider personnel who require such access in order to carry out their roles in the performance of Service Provider's obligations under this Agreement, and ensure the reliability of all such personnel and Sub Processors (as defined in clause 2.2.13) who have access to the personal data and shall in particular ensure that any person authorized to process the personal data in connection with this Agreement is subject to a duty of confidentiality that at a minimum is materially equivalent to the duty of confidentiality imposed on Service Provider under or in connection with this Agreement;

2.2.5 comply with the obligations applicable to data processors under Data Protection Legislation, including where applicable, the obligation to maintain records of processing activities, appointing a data protection officer, and the provisions of Licensee's IT and data security policies as notified to Service Provider from time to time.

2.2.6	not do anything or omit to do anything that may put Licensee or any member of Licensee's group in breach of its obligations under Data Protection Legislation and take such steps and provide Licensee with such cooperation and assistance as Licensee may reasonably request from time to time to enable Licensee to comply with Data Protection Legislation.		Provider's compliance with its obligations under this Agreement. Service Provider shall give all necessary assistance to the conduct of such audits.
2.2.7	having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organizational measures against the unauthorized or unlawful processing of data and against the accidental loss or destruction of, or damage to data, to ensure a level of security appropriate to: (a) the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage of the data; and (b) the nature of the data to be protected. Such measures shall include: (i) pseudonymization and anonymization of the personal data, where possible; (ii) having the ability to ensure the on-going confidentiality, integrity, availability and resilience of Service Provider systems; (iii) having the ability to restore the availability and access to the personal data in a timely manner in the event of a physical or technical incident; (iv) having a process of regularly testing, assessing, and evaluating the effectiveness of the technical and organizational measures referred to in this Agreement; and (v) the measures set out in Licensee's security policies notified to Service Provider from time to time and any code of conduct and/or certification mechanism approved by Regulator relating to security measures, in each case as may be amended from time to time;	2.2.10	<p>without undue delay and in any event within 24 hours of becoming aware notify Licensee in writing, and provide such co-operation, assistance and information as Licensee may reasonably require, if Service Provider: (i) receives any complaint, notice or communication which relates directly or indirectly to the processing of the personal data under this Agreement or to either party's or any member of Licensee's group compliance with Data Protection Legislation. (ii) becomes aware of any Security Breach or personal data breach relating to the processing of personal data under this Agreement. In the event of a Security Breach which constitutes a breach of this Agreement and/or Data Protection Legislation by the Service Provider, Licensee shall be entitled to: (a) issue a press release or public statement identifying Service Provider and/or stating that the Security Breach has arisen as a result of Service Provider; and/or (b) require Service Provider to issue a public statement taking responsibility for the Security Breach, the content, channels and timing of which shall be approved in advance by Licensee;</p>
2.2.8	assist Licensee by using appropriate technical and organizational measures in responding to, and complying with, requests from data subject. In particular, Service Provider shall immediately comply with any request from Licensee requiring Service Provider at Service Provider's cost to amend, transfer or delete the personal data, either during or after the term of this Agreement.	2.2.11	<p>keep a written record of data processing carried out in the course of the Services and of its compliance with its obligations set out in this Agreement ("Records");</p>
2.2.9	provide Licensee with full co-operation and assistance in relation to Licensee's obligations and rights under Data Protection Legislation, including its obligations to keep personal data secure, providing Licensee and	2.2.12	<p>permit Licensee, its third-party representatives or a Regulator or its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this Agreement by Service Provider, access to inspect, and take copies of, the Records and any other information held at Service Provider's and/or Sub Processors' premises or on Service Provider's and/or Sub Processors' systems relating to this Agreement, for the purpose of auditing Service</p>
2.2.13		2.2.13	<p>not engage any processor to process data (or otherwise sub-contract or outsource the processing of any data to a third party) without the prior written consent of Licensee acting in its sole discretion. Where Licensee authorizes Service Provider to appoint a third party to process the data (a "Sub Processor"), such authorization is conditional on Service Provider:</p>
			<p>i. entering into a written contract with the Sub Processor that:</p> <ol style="list-style-type: none"> <li>(1) is on terms that are the same as those set out in this Agreement.</li> <li>(2) provides sufficient guarantees that Licensee considers necessary to implement appropriate technical and organization measures in compliance with the Data Protection Legislation; and</li> <li>(3) terminates automatically on termination or expiry of this Agreement for any reason; and</li> </ol> <p>ii. remaining liable for all acts or omissions of the Sub Processors as if they were acts or omissions of Service Provider.</p>
			<p>As at the date of this Agreement, Service Provider uses the Sub Processors set out in Annexure 1 for the activities set out in Annexure 1 in connection with the provision of the Services.</p>
		2.2.14	<p>return or destroy (as directed in writing by Licensee) all personal data in relation to this Agreement that it has in its possession and promptly delete existing copies unless applicable law requires storage of the personal data. If Licensee elects for destruction rather than return of the personal data, Service Provider shall as soon as reasonably practicably ensure that all the personal data is destroyed and deleted from Service Provider systems and provide written confirmation of compliance with this clause within 14 days of Licensee's election.</p>
		2.2.15	<p>not transfer the personal data outside the European Economic Area or the United Kingdom (as relevant)</p>

without the prior written consent of Licensee, which can be withheld at the sole discretion of Licensee, and subject to any additional Licensee requirements (which may include entering into or procuring that the relevant Sub Processor enter into the standard contractual clauses set out in Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC).

2.3 For the avoidance of doubt, nothing in this Agreement shall relieve Service Provider of its responsibilities and liabilities under Data Protection Legislation.

2.4 Service Provider shall indemnify Licensee on demand against all claims, liabilities, costs, expenses, damages, and losses (including all interest, penalties, and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Licensee that arise out of a breach by Service Provider and/or a Sub Processor of its obligations in this Agreement ("Claims"). Each party acknowledges that Claims include any claim or action brought by a data subject or a Regulator arising from Service Provider's breach of its obligations in this Agreement.

### 3. ASSIGNMENT

3.1 Neither party shall be entitled to assign or sub-contract the whole or any part of this Agreement or any of its rights or obligations hereunder without the prior written consent of the other, such written permission not to be unreasonably withheld.

### 4. No WAIVER/AMENDMENTS

4.1 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privileges under this Agreement. The terms of this Agreement may only be amended or modified by written agreement between the parties.

### 5. THIRD PARTIES RIGHTS

5.1 For the purpose of the Contracts (Rights of Third Parties) Act 1999, no term of this Agreement is intended to be enforceable by any person who is not a party to it.

## 6. COUNTERPARTS

6.1 This Agreement may be executed in any number of counterparts, which together will have the same effect as if the parties had signed the same document. The parties may deliver an executed copy of this Agreement by facsimile transmission or by emailing a scanned copy of the executed Agreement, and such delivery shall have the same force and effect as delivery of an original signed copy of this Agreement.

## 7. GOVERNING LAW

7.1 As specified in the Commercial Terms

## Annexure 1 - Data Processing Services

### 1. Subject Matter and Duration of processing.

- 1.1. Service Provider sends financial market research to Customer's clients using Customer's client's email addresses as supplied by the Customer, or by Customer's clients directly to the Service Provider.
- 1.2. Emails are sent to Customer's clients until such time as:
  - 1.2.1. the Customer's clients unsubscribe from the emails by clicking the unsubscribe link that is contained in the email, or
  - 1.2.2. the termination of the Principal Agreement
- 1.3. The Service Provider does not re-use nor redistribute email addresses for any purpose other than fulfilling its obligations under the Principal Agreement.

### 2. Nature and Purpose of the processing.

- 2.1. Service Provider may be required to access, receive, generate, store, or otherwise process personal data in order to provide the Services.

### 3. Location of the processing and data transfers

- 3.1. Location: Ireland
- 3.2. Data Transfer Mechanism: Not applicable

### 4. permitted sub-processors and location of processing.

- 4.1. Amazon Web Services "AWS"
  - 4.1.1. Services: Provide cloud-based computing resources necessary for the Service Provider to render the data processing services.
  - 4.1.2. Location: Ireland
  - 4.1.3. Data Transfer Mechanism (if applicable): Not Applicable