

# **Data Sharing Agreement**

## **(Between ayondo markets Limited and ayondo GmbH)**

**Trade execution services are provided exclusively by ayondo markets Limited.**

**Spread Betting and CFDs are high risk investments. Your capital is at risk. Spread Betting and CFDs are not suitable for all investors and you should ensure that you understand the risks involved and, if necessary, obtain independent financial advice to ensure that these products fit your investment objectives. Tax law can be changed or may differ if you pay tax in a jurisdiction other than the UK. 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.**

**Social Trading services are provided exclusively by ayondo GmbH.**

**ayondo GmbH is a tied agent of DonauCapital Investment GmbH and therefore registered in the intermediaries register of the BaFin.**

## **1. Introduction**

This agreement governs the arrangements between ayondo markets Limited ('ayondo markets') and ayondo GmbH ('ayondo') for the sharing of ayondo markets' Client's personal information ('the Information') with ayondo, and sets out the purposes for which that Information may be used.

## **2. Use of Information**

2.1 ayondo will use the Information for the following purposes only:

- 2.1.1 Customer on-boarding;
- 2.1.2 Maintaining effective customer services;
- 2.1.3 Analysing and reporting customer trading behaviour; and
- 2.1.4 Sales and Marketing.

## **3. Information to be Shared**

3.1 ayondo markets shall permit ayondo access to the Information through the following:

- 3.1.1 Client on-boarding documentation; and
- 3.1.2 ayondo markets' proprietary technology.

3.2 No sensitive personal data, deemed to be so by ayondo markets, will be transferred between ayondo markets and ayondo.

## **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 ayondo markets' Data Protection Policy and Terms and Conditions where appropriate, together with ayondo's Terms and Conditions; and
- 5.1.2 full compliance with the Data Protection Act 1998 generally.

## **6. Confidentiality**

- 6.1 ayondo 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 ayondo markets' express written authority.

6.2 ayondo 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 ayondo 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 ayondo website, and ayondo 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 ayondo will ensure that it adheres to ayondo markets' 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 ayondo markets' 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.