



**LONDON CAPITAL GROUP LIMITED
("LCG")**

**DATA PROCESSING POLICY
AGREEMENT**

These are the Terms and Conditions of London Capital Group Limited’s (“**LCG’s**”) Data Processing Policy Agreement (“**AGREEMENT**”) for the protection of Personal Data processed by Data Processor (“**You**”).

This Agreement shall be treated as part of the existing and/or future business agreement between You and LCG (hereinafter referred to as “**Master Agreement**”), which may be LCG’s Terms and Conditions, Introducing Broker Agreements, Services agreements, as applicable; and which shall govern the process, exchange, disclosure or any other activity considered to be Personal Data processing under the relevant Laws (hereinafter “**data processing**”) in order to perform the purpose of the Master Agreement. The remaining parts of the Master Agreement, which do not refer to the Data Protection, shall remain as is in full force and effect.

Personal Data involved in such data processing is defined as any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

This Agreement is being concluded and shall be treated within the meaning of EU Regulation 2016/679 General Data Protection Regulation (hereinafter referred to as “**GDPR**”), and as particularly obliged under Article 28, para 3.

You acknowledge that by signing any agreement of a business nature (“**Master Agreement**”). You agree to enter into this Agreement. Consequentially incorporate the terms herein into the Master Agreement between You and LCG, to ensure compliance with the said provisions of GDPR in relation to Personal Data protection and the processing of it by LCG to You or any other third parties involved in the purpose of the Master Agreement.

The terms used in this Agreement shall have the meaning as set forth herein. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Master Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

<p>“LCG”, “we”, “us”</p>	<p>Means London Capital Group Limited and all its affiliated companies, subsidiaries, service providers, agents, partners, contractors, shareholders, representatives, directors, employees and any other authorised third parties;</p>
<p>“You”</p>	<p>Data Processor</p>
<p>“Controller”</p>	<p>means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law;</p>
<p>“Processor”</p>	<p>means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller;</p>
<p>“Personal data breach”</p>	<p>means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;</p>

“Data Subject”	identified or identifiable natural person identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
“Data Protection Legislation”	means all applicable privacy and data protection laws including the GDPR and any applicable national implementing laws, regulations, and secondary legislation in England and Wales, as amended, replaced, or updated from time to time, including the Privacy and Electronic Communications Directive 2002 (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003;
“GDPR”	means the General Data Protection Regulation (EU) (2016/679)
“ICO”	means the UK’s supervisory authority for the Data Protection, the Information Commissioner’s Office;
“Master Agreement”	Any existing or future agreement between the Parties herein, including but not limited to, any Service Agreement, Engagement Letter, Consulting Agreement, Licensing Agreement, Business Agreement, Purchase Agreement, etc. For the avoidance of doubt, if there are more than one Agreement between the Parties then this Agreement shall go along with each one of them.
“Personal Data”	means all such “personal data”, as defined in Article 4 of the GDPR, as is, or is to be, processed by You on behalf of LCG.
“Processing, processes and process”	either any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes or process. It includes any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring Personal Data to third parties.
“Processing”,	means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
“Purpose”	means those services and/or facilities and/or any other purpose at the core of the Master Agreement between You and LCG.

<p>“Standard Contractual Clauses”</p>	<p>means the European Commission’s Standard Contractual Clauses for the transfer of Personal Data from the European Union to data processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU, a complete copy of which is included in Schedule 3;</p>
<p>“Sub-Processor”</p>	<p>means a sub-contractor appointed by You to process the Personal Data;</p>
<p>“Sub-Processing Agreement”</p>	<p>means an agreement between You and a Sub-Processor governing the Personal Data processing carried out by the Sub-Processor, as described in Clause 10.</p>
<p>“Term”</p>	<p>means the term of this Agreement, as set out in sub-Clause 14.1.</p>

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
 - 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “this Agreement” is a reference to this Data Processing Policy Agreement and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to this Agreement; and
 - 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
 - 1.2.6 a "Party" or the "Parties" refer to the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

2. Scope and Application of this Agreement

- 2.1 This Agreement sets out the additional terms, requirements and conditions on which LCG and You will process Personal Data when performing the Master Agreement.
- 2.2 The provisions of this Agreement shall apply to all Personal Data held by You in relation to all such processing whether such Personal Data is held at the date of this Agreement or received afterwards.
- 2.3 In the event of any conflict or ambiguity, the following shall apply:
 - 2.3.1 Where there is any conflict or ambiguity between a provision contained in the body of this Agreement and any provision contained in any Schedule to this Agreement, the provision in the body of this Agreement shall prevail;
 - 2.3.2 Where there is any conflict or ambiguity between the terms of any invoice or other document annexed to this Agreement and any provision contained in a Schedule to this Agreement, the provision contained in the Schedule shall prevail;
 - 2.3.3 Where there is any conflict or ambiguity between a provision of this Agreement and a provision of the Master Agreement, the provision in this Agreement shall prevail; and

- 2.3.4 Where there is any conflict or ambiguity between a provision of this Agreement and any executed Standard Contractual Clauses, the provisions of the executed Standard Contractual Clauses shall prevail.

3. Performing the Master Agreement and Data Processing

- 3.1 You shall process Personal Data received from LCG only:
- 3.1.1 if is necessary for the performance of the purpose of the Master Agreement; and
 - 3.1.2 for the purposes of the Master Agreement and not for any other purpose; and
 - 3.1.3 to the extent and in such a manner as is necessary for those Purpose; and
 - 3.1.4 strictly only upon and in accordance with the express written authorisation and instructions of LCG (which may be specific instructions or instructions of a general nature or as otherwise notified by LCG to You).
- 3.2 You acknowledge that LCG shall retain control of the Personal Data and shall remain responsible for its compliance obligations under the Data Protection Legislation including, but not limited to, providing the required notices and obtaining any required consents from the relevant data subjects, for any arrangements and performance of the Master Agreement with You.

4. Data Protection warranties and undertakings

- 4.1 You will act only upon LCG's consent and instructions as we may see fit and proper, unless You are required by law to do otherwise.
- 4.2 You will promptly comply with any request from us requiring You to amend, transfer, delete, or otherwise dispose the Personal Data, or to cease, mitigate, or remedy any authorised processing.
- 4.3 You will transfer all the Personal Data to us upon our request and it shall be transferred in the format and in compliance with our written instructions.
- 4.4 We may, under our own discretion, cease the disclosure or process of data to You in case we reasonably believe that such act would be rendered illegal by any laws or regulation and/or that You do not meet the regulatory security standards.
- 4.5 You will, at all times, comply with the Data Protection Legislation and should not perform your obligations under this Agreement or any other agreement or arrangement between You and LCG in such way as to cause LCG to breach any of its applicable obligations under the Data Protection Legislation.
- 4.6 We hereby warrant, represent, and undertake that the Personal Data and its use with respect to the Master Agreement and this Agreement shall comply with the Data Protection Legislation in all respects including, but not limited to, its collection, holding, and processing.
- 4.7 You hereby acknowledge, warrant, represent, and undertake that:
- 4.7.1 all of your personnel, associates and any third party providers (including, but not limited to, its employees, agents, and sub-contractors) that will have access the Personal Data are reliable, trustworthy, and ensure integrity, and well informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data and satisfy the conditions set in Clause 8, 9 and 10 below.
 - 4.7.2 the Personal Data when approved by LCG to be processed shall be processed (and any Sub-Processors You may appoint) strictly in compliance with the Data Protection Legislation and all other relevant laws, enactments, regulations, orders, standards, this Agreement and LCG's Privacy Policy, and other similar instruments;
 - 4.7.3 You have no reason to believe that the Data Protection Legislation in any way prevents You from complying with your obligations under the Master Agreement;
 - 4.7.4 You will implement appropriate technical and organisational measures to prevent the unauthorised and/or unlawful access and/or process of the Personal Data and/or the accidental loss of, destruction of, or damage to the Personal Data, ensuring levels of security that are appropriate and proportionate

to the harm that may result from such processing, loss, or damage, to the nature of the Personal Data, and that are appropriate to ensure compliance with the Data Protection Legislation and with its own security policies including, but not limited to, the security measures required under Clause 9 herein;

- 4.7.5 You will make available, upon our request, any Personal Data in your possession in as it is form and at the best of your knowledge and best updated version, such provision of Personal Data shall be performed in compliance with the Data Protection Legislation at all times; and
- 4.7.6 the Personal Data and its use with respect to the purpose of the Master Agreement and this Agreement shall comply with the Data Protection Legislation at all times.
- 4.8 You agree to comply with any reasonable measure required by us to ensure that our obligations under this Agreement are satisfactorily performed in accordance with any and all applicable legislation from time to time in force (including, but not limited to, the Data Protection Legislation) and any best practice guidance issued by any relevant, and as applicable, Supervisory Authority.
- 4.9 You will provide all reasonable assistance to us, in complying with our obligations under the Data Protection Legislation, with respect to the security of processing, the notification of personal data breaches, the conduct of data protection impact assessments, and in dealings with any relevant, and as applicable, Supervisory Authority.
- 4.10 You acknowledge and agree and we undertake to promptly notify each other if the action, measures, performance and/or instruction of either ours or yours would not comply with the Data Protection Legislation.
- 4.11 When we approve your request for any data to be processed, in such case and for this purpose, processing the Personal Data, You warrant and undertake to:
 - 4.11.1 not transfer any of the Personal Data to any third party without the prior written consent of LCG and, in the event of such consent, the Personal Data shall be transferred strictly subject to the terms of a Sub-Processing Agreement, as set out in Clause 10;
 - 4.11.2 not transfer any of the Personal Data to any territory outside of the European Economic Area (“EEA”) without the written consent of LCG and, in the event of such consent, only if the applicable conditions set out in Clause 11 are satisfied;
 - 4.11.3 process the Personal Data only to the extent, and in such manner, as is necessary in order to comply with your obligations towards LCG or as may be required by law (in which case, You should inform us of the legal requirement in question before processing the Personal Data for that purpose unless prohibited by law from doing so);
 - 4.11.4 implement appropriate technical and organisational measures, as described in Clause 9 and Schedule 1, and take all steps necessary to protect the Personal Data;
 - 4.11.5 supply LCG, if so requested (and within the timescales required by LCG), with further details of the technical and organisational systems in place to safeguard the security of the Personal Data held and to prevent unauthorised access;
 - 4.11.6 keep detailed records of all processing activities carried out on the Personal Data in accordance with the requirements of the Data Protection Legislation and as set out in Clause 16;
 - 4.11.7 promptly comply with any LCG’s request or instruction requiring You to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised or authorized processing;
 - 4.11.8 promptly notify us if, in your opinion, any of our instructions would not comply with the Data Protection Legislation;
 - 4.11.9 make available to us any and all such information as we reasonably require and necessitate to demonstrate your compliance with the Data Protection Legislation;
 - 4.11.10 cooperate and assist with us, upon a reasonable prior notice, when we conduct audits and inspections and request You to provide us with any information reasonably required in order to assess and verify compliance with the provisions of this Agreement and of the GDPR, as set out in Clause 17. The requirement to give notice will not apply if we have reasons to believe that a personal data breach has

taken place or is taking place or that You are in breach of any of your obligations under this Agreement or under the Data Protection Legislation;

4.11.11 inform us immediately if You are asked to do anything that infringes the Data Protection Legislation or any other applicable data protection legislation; and

4.11.12 inform us promptly if any changes to the Data Protection Legislation may adversely affect your performance of obligations under this Agreement and Master Agreement.

5. Data Subject Rights, Complaints, and Personal Data Breaches

5.1 You should assist us in complying with our obligations under the Data Protection Legislation. In particular the provisions of this Clause 5 shall apply to:

5.1.1 the exercise by data subjects of their rights (including subject access rights, the rights to rectification and erasure of personal data, the rights to object to processing, restrict processing, and rights relating to automated processing), complaints, and personal data breaches; and

5.1.2 notices served on us by the ICO or any other applicable supervisory authority under the Data Protection Legislation.

5.2 You will notify us immediately of any received complaint, notice, or other communication concerning the processing of the Personal Data (whether directly or indirectly).

5.3 You will notify us without undue delay and, in any event, within 1 (one) business day, of any request access by any relevant data subject or any request to exercise any data subject rights under the Data Protection Legislation.

5.4 You will fully cooperate with and assist us as required in relation to any complaint, notice, communication, or data subject request, including by:

5.4.1 providing us with full details of the complaint, notice, communication, or request;

5.4.2 providing the necessary information and assistance in order to comply with the complaint, notice, communication, or request;

5.4.3 providing us with any Personal Data You hold in relation to the specific data subject (within the timescales required by us); and

5.4.4 providing us with any other information as requested.

5.5 You agree to promptly and without undue delay notify us if any of the Personal Data is lost or destroyed, or becomes damaged, corrupted, or otherwise unusable. Any Personal Data so affected shall be restored by You at your own cost.

5.6 You should notify us immediately if You become aware of any accidental, unauthorised, or unlawful processing of the Personal Data, or of any personal data breach. The following information shall also be provided to us without undue delay:

5.6.1 a full description of the nature of the event, including the category or categories of Personal Data concerned, the category or categories of data subject concerned, and the approximate number of both Personal Data records and data subjects involved;

5.6.2 details of the likely consequences; and

5.6.3 details of the measures taken, or planned, to address the event, including those intended to mitigate possible adverse effects.

5.7 Immediately following any event under sub-Clause 5.6, LCG and You shall jointly investigate that event. In particular, You shall cooperate fully with LCG and assist as required, including by:

5.7.1 assisting with any investigation;

5.7.2 providing LCG with access to any premises, facilities, and/or operations involved;

5.7.3 facilitating interviews with any of your personnel, former personnel, and any other individuals involved;

- 5.7.4 providing or making available to LCG any and all relevant records, logs, files, reports, and other documentation and materials required to comply with the Data Protection Legislation or other such materials reasonably required by LCG; and
- 5.7.5 taking all reasonable steps, promptly, to mitigate the effects of the event and to minimise any damage arising from it.
- 5.8 You shall not inform any third party of any Personal Data breach without the prior written consent of LCG unless it is required to do so by law.
- 5.9 LCG shall have the sole right to determine the following:
 - 5.9.1 whether or not to notify Personal Data breaches to data subjects, the ICO or other applicable supervisory authorities, regulators, law enforcement agencies, or others, as required by law or at LCG's discretion;
 - 5.9.2 the content and means of delivery of any such notice under sub-Clause 5.9.1; and
 - 5.9.3 whether or not to offer a remedy to affected data subjects and, where such a remedy is to be offered, the nature and extent thereof.
- 5.10 You will cover all reasonable expenses associated with the performance of the obligations under Clause 5.5 and Clause 5.7 unless the matter arose from LCG's specific instructions, negligence, wilful default or breach of this Agreement, in which case LCG will cover all reasonable expenses.
- 5.11 You will reimburse LCG for actual reasonable expenses that LCG incurs when responding to a Personal Data Breach provided that the breach was caused by You, including all costs of notice and any remedy as set out in Clause 5.9.

6. Appointment of a Data Protection Officer

- 6.1 LCG has appointed a Data Protection Officer in accordance with Article 37 of the GDPR, whose details are as follows: Julija Krupicoic, dpouk@lcg.com, 77 Grosvenor Street, Mayfair, London, W1K 3JR.

7. Confidentiality

- 7.1 You will maintain the Personal Data in confidence, and in particular, unless LCG has given written consent for You to do so, You should not disclose any Personal Data supplied to You by, for, or on behalf of, LCG to any third party. You should not process or make any use of any Personal Data supplied to You by us otherwise than in connection with the Master Agreement.
- 7.2 If You are required by law, a court, regulator, the ICO, or any other applicable supervisory authority to disclose or process any of the Personal Data, You should inform us before making any such disclosure or carrying out any such processing, giving us the opportunity to object to or challenge the requirement, unless You are prohibited by law from doing so.

8. Your Personnel

- 8.1 You will ensure that all personnel who have access and/or process any of the Personal Data:
 - 8.1.1 are aware both of your duties and obligations, and of their own individual duties and obligations under this Agreement and the Data Protection Legislation;
 - 8.1.2 have been given suitable training on the Data Protection Legislation with respect to the handling of Personal Data and how the Data Protection Legislation applies to their particular duties; and
 - 8.1.3 are contractually obliged to keep the Personal Data confidential.
- 8.2 You will take reasonable steps to ensure the reliability, integrity, and trustworthiness of all personnel who have access and/or process any of the Personal Data, carrying out background checks permissible by law where appropriate.

9. Security

- 9.1 You will implement suitable technical and organisational security measures in order to protect the Personal Data against unauthorised or unlawful access, processing, disclosure, copying, alteration, storage, reproduction, display, or distribution; and against loss, destruction, or damage, whether accidental or otherwise.
- 9.2 Such measures shall include, but not be limited to, those set out in Schedule 1. Such measures shall be fully documented in writing by You and be reviewed at least annually to ensure that they remain up-to-date, complete, and appropriate.
- 9.3 You, by such measures, will ensure the following:
 - 9.3.1 the pseudonymisation and encryption of personal data;
 - 9.3.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 9.3.3 the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - 9.3.4 a process for regularly testing, assessing and evaluating the effectiveness of security measures.
- 9.4 You promise to inform us in advance of any changes to such measures.

10. Appointment of Sub-Processors

- 10.1 You will not sub-contract any of your obligations or rights under this Agreement without the prior written consent of LCG.
- 10.2 In the event that You appoint a Sub-Processor (with the written consent of LCG), You undertake to:
 - 10.2.1 enter into a Sub-Processing Agreement with the Sub-Processor which shall impose upon the Sub-Processor the same obligations as are imposed upon You by this Agreement and which shall permit both You and LCG to enforce those obligations;
 - 10.2.2 provide us with copies of any and/or all Sub-Processing Agreements entered;
 - 10.2.3 ensure that the Sub-Processor complies fully with its obligations under the Sub-Processing Agreement and the Data Protection Legislation and does not process any of the Personal Data except on the instructions from LCG;
- 10.3 You will maintain control over all Personal Data transferred to any Sub-Processor.
- 10.4 In the event that a Sub-Processor fails to meet its obligations under any Sub-Processing Agreement, You will remain fully liable to LCG for failing to meet your obligations under this Agreement.
- 10.5 Any and all Sub-Processing Agreements entered into shall terminate automatically on termination of this Agreement for whatever reason.
- 10.6 You should have the right and shall perform, upon LCG's written request, audit the compliance of any Sub-Processor with its obligations with respect to the Personal Data and shall provide LCG with the results of such audits.

11. Cross-Border Transfers of Personal Data

- 11.1 You should not disclose or otherwise process any of the Personal Data outside of the European Economic Area ("EEA") without the prior written consent of LCG.
- 11.2 In the event that LCG consents to such processing, You may only process (or permit the processing) of the Personal Data outside of the EEA if one or more of the following conditions are satisfied:
 - 11.2.1 You are processing the Personal Data in a territory that is subject to a current finding by the European Commission under the Data Protection Legislation that said territory provides adequate protection for the privacy rights of individuals; or

- 11.2.2 You participate in a valid cross-border transfer mechanism under the Data Protection Legislation under which You (and LCG, where appropriate) can ensure that appropriate safeguards are in place to ensure an adequate level of data protection with respect to the privacy rights of individuals as required by Article 46 of the GDPR. The transfer mechanism enabling such transfers is identified in Schedule 2. You shall immediately inform LCG of any changes thereto; or
- 11.2.3 the transfer of the Personal Data otherwise complies with the Data Protection Legislation for the reasons set out in Schedule 2.
- 11.3 In the event that any transfer of Personal Data between LCG and You requires execution of Standard Contractual Clauses in order to comply with the Data Protection Legislation (that is, where LCG is exporting the Personal Data to You which is located outside of the EEA), the Parties shall complete all relevant details contained in the Standard Contractual Clauses set out in Schedule 3, execute the same, and take any and all other actions required to legitimise the transfer of the Personal Data.
- 11.4 In the event that LCG consents to You (that is located within the EEA) appointing a Sub-Processor, in accordance with the provisions of Clause 10, and the Sub-Processor is located outside of the EEA, LCG hereby authorises You to enter into Standard Contractual Clauses, as set out in Schedule 3, with the Sub-Processor in LCG's name and on LCG's behalf. You shall make said executed Standard Contractual Clauses available to LCG on request.

12. Liability and Indemnity

- 12.1 LCG shall be liable for, and shall indemnify (and keep indemnified) You in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, You arising directly or in connection with:
 - 12.1.1 any non-compliance by LCG with the Data Protection Legislation or other applicable legislation;
 - 12.1.2 any Personal Data processing carried out by You in accordance with instructions given by LCG that infringe the Data Protection Legislation or other applicable legislation; or
 - 12.1.3 any breach by LCG of its obligations under this Agreement,
 - except to the extent that You or Sub-Processor is liable under sub-Clause 12.2.
- 12.2 You shall be liable for, and shall indemnify (and keep indemnified) LCG in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, LCG arising directly or in connection with:
 - 12.2.1 any non-compliance by You, or any Sub-Processor, with the Data Protection Legislation or other applicable legislation;
 - 12.2.2 any failure by You, or any Sub-Processor, or any of its employees or agents to comply with any of its obligations under this Agreement; or
 - 12.2.3 Your Personal Data processing activities that are subject to this Agreement:
 - 12.2.3.1 only to the extent that the same results from your or a Sub-Processor's breach of this Agreement; and
 - 12.2.3.2 not to the extent that the same is or are contributed to by any breach of this Agreement by LCG.
- 12.3 Nothing in this Agreement (and in particular, this Clause 12) shall relieve either Party of, or otherwise affect, the liability of either Party to any data subject, or for any other breach of that Party's direct obligations under the Data Protection Legislation. Furthermore, You hereby acknowledge that it shall remain subject to the authority of the ICO and any other applicable supervisory authorities, and shall co-operate fully therewith, as required, and that failure to comply with its obligations under the Data Protection Legislation may render it subject to the fines, penalties, and compensation requirements set out in the Data Protection Legislation.

12.4 No limitation of liability set out in the Master Agreement shall apply to the indemnity provisions or reimbursement obligations of this Agreement.

13. Intellectual Property Rights

13.1 All copyright, database rights, and other intellectual property rights subsisting in the Personal Data (including but not limited to any updates, amendments, or adaptations to the Personal Data made by either LCG or You) shall belong to LCG or to any other applicable third party from whom LCG has obtained the Personal Data under licence (including, but not limited to, data subjects, where applicable). You are licensed to use such Personal Data under such rights only for the term and purpose of the Master Agreement, and in accordance with this Agreement.

14. Term and Termination

14.1 This Agreement shall remain in full force and effect:

14.1.1 for as long as the Master Agreement remains in effect; or

14.1.2 for as long as You retain any Personal Data relating to the Master Agreement in its possession or control,

whichever period is longer.

14.2 Where any provision of this Agreement, whether expressly or by implication, either comes into force, or continues in force on or after the termination of the Service Agreement in order to protect the Personal Data, that provision shall remain in full force and effect.

14.3 Any failure by You to comply with the terms of this Agreement shall be deemed to be a material breach of the Master Agreement. In the event of such a breach, LCG shall have the right to terminate the Master Agreement or any part of it, under which You process the Personal Data, such termination to be effective immediately on written notice to You, without further liability or obligation.

14.4 If any change to the Data Protection Legislation prevents either Party from fulfilling any of its obligations under the Master Agreement, the processing of the Personal Data shall be suspended until such processing can be made to comply with the Data Protection Legislation, as amended. If such processing cannot be made to comply within 15 days the Parties may terminate the Master Agreement on written notice to one another.

15. Deletion and/or Disposal of Personal Data

15.1 You shall, at the written request of LCG, delete (or otherwise dispose of) the Personal Data or return it to LCG in the format(s) reasonably requested by LCG within a reasonable time after the earlier of the following:

15.1.1 the end of the purpose, under the Master Agreement;

15.1.2 the termination of the Master Agreement; or

15.1.3 the processing of that Personal Data by You are no longer required for the performance of your obligations under this Agreement and/or the Master Agreement.

15.2 If You are required by law, government, or other regulatory body to retain any documents or materials that You would otherwise be required to return, delete, or otherwise dispose of under this Agreement, You shall notify LCG in writing of the requirement. Such notice shall give details of all documents or materials that t You are required to retain, the legal basis for that retention, and the timeline for deletion and/or disposal at the end of the retention period.

15.3 All Personal Data to be deleted or disposed of under this Agreement shall be deleted or disposed of using the method(s) instructed by LCG at that time and within the reasonable period as instructed by LCG at that time.

16. Record Keeping

- 16.1 You shall keep suitably detailed, accurate, and up-to-date written records of any and all processing of the Personal Data carried out for LCG. Such records shall include, but not be limited to, access, control, security, sub-contractors, affiliates, the purpose(s) for which the Personal Data is processed, the category or categories of processing, transfers of the Personal Data to non-EEA territories and related safeguards, and details of the technical and organisational security measures referred to in Clause 9.
- 16.2 You shall ensure that such records are sufficient to enable LCG to verify your compliance with the provisions of this Agreement and with the Data Protection Legislation. You shall provide LCG with copies of such records on request.
- 16.3 You shall review the information contained in the Schedules to this Agreement at least annually in order to ensure that it remains accurate and up-to-date with current practices.

17. Auditing

- 17.1 You shall permit LCG and any third-party representatives that LCG may from time to time appoint to audit its compliance with its obligations under this Agreement, on at least 15 days' prior notice during the Term of this Agreement.
- 17.2 You shall provide to LCG and any third-party representatives all necessary assistance in conducting such audits including, but not limited to:
 - 17.2.1 physical and electronic access to, and copies of, records kept and any other information pertaining to the processing of the Personal Data;
 - 17.2.2 access to (and meetings with) any of your personnel that are reasonably necessary to audit your compliance with this Agreement; and
 - 17.2.3 inspection of any and all infrastructure, systems, facilities, equipment, electronic data, and software used for the storage, transfer, and processing of the Personal Data.
- 17.3 Prior to commencing the processing of the Personal Data and thereafter on annual basis, You shall:
 - 17.3.1 carry out an information security audit in order to identify any security deficiencies;
 - 17.3.2 produce a written report of its audit which shall include plans to remedy any such deficiencies;
 - 17.3.3 provide LCG with a copy of the report if requested; and
 - 17.3.4 remedy any defects identified in its audit within the year at subject.
- 17.4 The notice requirement set out in sub-Clause 17.1 shall not apply if LCG has reason to believe that a personal data breach has taken place or is taking place, or that You are in breach of any of its obligations under this Agreement or the Data Protection Legislation.
- 17.5 In the event of a personal data breach (including if You become aware of any breach of its obligations under this Agreement or the Data Protection Legislation), You shall:
 - 17.5.1 conduct its own audit to determine the cause of said breach within the relevant and applicable period of the triggering event;
 - 17.5.2 produce a written report of its audit which shall include plans to remedy any deficiencies identified thereby;
 - 17.5.3 provide LCG with a copy of the report; and
 - 17.5.4 remedy any defects identified in its audit within the relevant and applicable period of the triggering event.

18. Consideration

- 18.1 You accept the obligations in this Agreement in consideration of the payment from LCG under the Master

Agreement, and which You hereby acknowledge.

19. Law and Jurisdiction

- 19.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 19.2 Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

SCHEDULE 1

Technical and Organisational Data Protection Measures

The following are the technical and organisational data protection measures referred to in Clause 9:

1. You shall ensure that, in respect of all Personal Data it receives from or processes on behalf of LCG, it maintains security measures to a standard appropriate to:
 - 1.1 the harm that might result from unlawful or unauthorised processing or accidental loss, damage, or destruction of the Personal Data; and
 - 1.2 the nature of the Personal Data.

2. In particular, You shall:
 - 2.1 have in place, and comply with, a security policy which:
 - 2.1.1 defines security needs based on a risk assessment;
 - 2.1.2 allocates responsibility for implementing the policy to a specific individual (such as your Data Protection Officer) or personnel;
 - 2.1.3 is provided to LCG on or before the commencement of this Agreement;
 - 2.1.4 is disseminated to all relevant staff; and
 - 2.1.5 provides a mechanism for feedback and review.
 - 2.2 ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the Personal Data in accordance with best industry practice;
 - 2.3 ensure that the effectiveness of all measures detailed in this Agreement and in any specific security policy are regularly tested, assessed, and evaluated;
 - 2.4 prevent unauthorised access to the Personal Data;
 - 2.5 protect the Personal Data using pseudonymisation, where it is practical to do so;
 - 2.6 implement such measures as are necessary to ensure the ongoing confidentiality, integrity, availability, and resilience of systems and services used to process Personal Data;
 - 2.7 ensure that its storage of Personal Data conforms with best industry practice such that the media on which Personal Data is recorded (including paper records and records stored electronically) are stored in secure locations and access by personnel to Personal Data is strictly monitored and controlled;
 - 2.8 have secure methods in place for the transfer of Personal Data whether in physical form (for example, by using couriers rather than post) or electronic form;
 - 2.9 password protect all computers and other devices on which Personal Data is stored, ensuring that all passwords are secure and that passwords are not shared under any circumstances;
 - 2.10 take reasonable steps to ensure the reliability of personnel who have access to the Personal Data;
 - 2.11 have in place methods for detecting and dealing with breaches of security (including

loss, damage, or destruction of Personal Data) including, but not limited to:

- 2.11.1 the ability to identify which individuals have worked with specific Personal Data;
- 2.11.2 having a proper procedure in place for investigating and remedying personal data breaches and breaches of the Data Protection Legislation; and
- 2.11.3 notifying LCG as soon as any such breach occurs.
- 2.12 have a secure procedure for backing up all Personal Data, whether stored electronically or otherwise, enabling Personal Data to be restored in a timely fashion, and storing back-ups separately from originals;
- 2.13 have a secure method of disposal of unwanted Personal Data including for back-ups, disks, print-outs, and redundant equipment; and
- 2.14 adopt such organisational, operational, and technological processes and procedures as are required to comply with the requirements of ISO/IEC 27001:2013, as appropriate to the purpose of Processing the Personal Data.

SCHEDULE 2**Legal Basis for Processing Personal Data Outside the EEA**

Your legal basis for processing Personal Data outside of the EEA in order to comply with cross-border transfer restrictions is as follows:

Adequacy Determinations of the EU Commission

OR

Binding Corporate Rules.

OR

Standard Contractual Clauses

OR

Codes of Conduct and Certification Schemes

OR

EU-US Privacy Shield Certified

SCHEDULE 3

Standard Contractual Clauses

STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: **LONDON CAPITAL GROUP LIMITED**

Address: 77 Grosvenor Street, Mayfair, London, W1K 3JR, UK

Tel. +44 (0) 207 4567055; e-mail: dpouk@lcg.com

Other information needed to identify the organisation

<https://www.lcg.com>

(the “**data exporter**”)

And

Contactor/Partner (“**you**”)

(the **data importer**)

each a ‘party’; together ‘the parties’,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) ‘personal data’, ‘special categories of data’, ‘process/processing’, ‘controller’, ‘processor’, ‘data subject’ and ‘supervisory authority’ shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data¹;
- (b) ‘the data exporter’ means the controller who transfers the personal data;
- (c) ‘the data importer’ means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country’s system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) ‘the sub-processor’ means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other

¹ Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

- (e) ‘the applicable data protection law’ means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a LCG in the Member State in which the data exporter is established;
- (f) ‘technical and organisational security measures’ means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer²

² Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the appropriate technical and organisational security measures before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, inter alia, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

- (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Indemnity

The parties agree that if one party is held liable for a violation of the clauses committed by the other party, the latter will, to the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or loss it has incurred.

Indemnification is contingent upon:

- (a) the data exporter promptly notifying the data importer of a claim; and
- (b) the data importer being given the possibility to cooperate with the data exporter in the defence and settlement of the claim

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely the United Kingdom and English law.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under

such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely the United Kingdom and English law.
4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

Appendix 1
to the Standard Contractual Clauses

Data exporter

The data exporter is LCG - Data Controller - CFD and Spread Betting service provider.

Data importer

The data importer is YOU – Data Processor - a natural or legal person providing data processing services to LCG.

Data subjects

The personal data transferred concern any identified or identifiable natural person; identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

Categories of data

The personal data transferred concern any information relating to an identified or identifiable natural person ('data subject').

Processing operations

The personal data transferred will be used for the purpose of the business specified, directly or by reference, in this and / or Master Agreement.

Appendix 2
to the Standard Contractual Clauses

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data importer will maintain technical and organisational safeguards for protection of the security, confidentiality and integrity of personal data processed under this Agreement. Such safeguards must be accessible upon request.