



# Data Sharing Agreement

## 1. Introduction

This agreement governs the arrangements between BUX Financial Services Limited ('BUX Financial Services') and BUX Financial Services BV ('the Introducer', 'BUX') for the sharing of BUX Financial Services' 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 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 BUX Financial Services shall permit the Introducer access to the Information through the following:

- 3.1.1 Client on-boarding documentation; and
- 3.1.2 BUX Financial Services' proprietary technology.

### 3.2 No sensitive personal data, deemed to be so by BUX Financial Services, will be transferred between BUX Financial Services 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 The United Kingdom General Data Protection Regulation (UK-GDPR).

### 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 BUX Financial Services' Data Privacy Policy and Terms and Conditions; and
- 5.1.2 Full compliance with The United Kingdom General Data Protection Regulation (UK-GDPR).

## 6. Confidentiality

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

- 6.1.1 Use any Confidential Information except for those purposes as set out in clause 2; or
- 6.1.2 Disclose any Confidential Information in whole or in part to any third party except without both the Client's and BUX Financial Services' 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 Obligated 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 BUX Financial Services' 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 BUX Financial Services' 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.**