

BDS LTD

Master Introducing Broker Terms and Conditions

March 2020

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THIS MASTER INTRODUCER BROKER AGREEMENT (hereafter the “**Agreement**”), set out the terms and conditions of the Master Introducing Broker Agreement between BDS Ltd, a company incorporated under the laws of Seychelles with registration number 202039 (“**the Company**”) and the Master Introducing Broker (**or the “Referring Party”** hereinafter).

Whereas the “Referring Party” is in the business of introducing clients to the Company as per the terms and conditions stated hereinafter.

Referred hereinafter individually as to the “**Party** and together as to the “**Parties**”.

1. Introduction

1.1. This is an Agreement between BDS Ltd (“**the Company**”) and the Master Introducing Broker (**the “Referring Party” or the “Master IB”**).

1.2. By accepting this Agreement, the Master IB enters into a legally binding agreement with the Company. The Master IB acknowledges that (s)he has read, understood and accepted all of the terms and conditions contained in this Agreement without modifications.

2. Scope of the Agreement

2.1. This Agreement is non-negotiable and overrides any previous or other agreements, arrangements, express or implied statements made by the Company unless the Company, in its sole discretion, determines that the context requires otherwise. If the Master IB Agreement were to be amended, reasonable notice shall be given to the Master IB. If you do not agree to be bound by the Terms and Conditions of this Agreement, please cease using our services and inform us in writing immediately.

2.2. In the event of a conflict between the Terms and Conditions of this Agreement expressed in English and the Terms and Conditions of this Agreement expressed in any other language, the Terms and Conditions expressed in English is the governing version and shall prevail over the versions expressed in any other language. In the event of any conflict between the terms of this Agreement and our website, this Agreement will prevail. Our website(s) contain further details about the Company and its services, and other relevant information to this Agreement.

3. Definitions & Interpretations

3.1. The below expressions shall, where the context so permits, include receivers and managers and successors in title, and personal representatives in the case of legal persons.

3.2. Unless indicated to the contrary, the defined terms included in the Agreement shall have a specific meaning and may be used in the singular or plural as appropriate.

3.3. Whereas this Agreement sets out the terms upon which Individual Introducers may be referred to the Company by the Master Introducer.

IT IS AGREED:

Client	Means any natural or legal person whom any of the Group Companies has approved to open an account(s) subject to the Group Company's Client Agreement, for the introduction of which the Introducer actively mediated so as for the Company to enter into a financial contract.
Client Agreement	Means the Company's General Terms & Conditions and/or the Company's Terms & Conditions for Binary Options and/or the Company's Terms and Conditions for Forex/CFD's and/or the Company's Terms and Conditions for its other products that the Client accepts when he/she opens an account with the Company or with one of the Companies Group.
Individual Introducer Broker (or "IB")	Means any person and/or legal entity that has entered into a business relationship with the Company for the introduction of clients, which the Introducer Broker actively mediated so as for the Company to enter into a financial contract and is controlled or introduced by the Master Introducer Broker.
Master Introducer Broker (or "Master IB")	Means any person and/or legal entity that has entered into a business relationship with the Company for the introduction of Individual Introducer(s) Brokers which the Master Introducer Broker actively mediated so as for the Company to enter into a business relationship.
Master IB Commission and/or Fees	Means any commission and/or fees paid to the Master Introducer Broker as stated in this Agreement.
Main Website	Means the Company's domains names global.bdswiss.com, global.swissmarkets.com or any other domains that the Company operates, including in languages other than English.
Company or Grup Company	means BDS Ltd or any other Company in the Group
Data Protection Legislation	means all privacy laws applicable to any personal data processed under or in connection with this Agreement, including, without limitation, the Data Protection Directive 95/46/EC (as the same may be superseded by the General Data Protection Regulation 2016/679), the Privacy and Electronic Communications Directive

	2002/58/EC and all national legislation implementing or supplementing the foregoing and all associated codes of practice and other guidance issued by any applicable data protection authority, all as amended, re-enacted and/or replaced and in force from time to time;
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4. Application and Registration Data

4.1. As part of the partnerships on-boarding procedure, the Master IB is required to provide us with the following identification documents:

(a) **Proof of Identity:** copy of a government issued passport and/or national identity card,
AND

(b) **Proof of Residence:** copy of a utility bill (such as water, gas, electricity, landline telephone or landline internet bill) or a bank statement or any other government issued document, in an A4 format, reflecting the Master IB's full name, address, issuer, and date of issue. Please note that this document cannot be older than three (3) months.

4.2. In order to be accepted as partner, the Master IB must register with the Company, through the Company's website in the partners section by providing his/her personal details, submitting his/her identification documents and completing all the required questionnaire(s) regarding his/her business activities and/or business profile as registration data.

4.3. The Master IB agrees and understands that the Company is not to be required (and may be unable under Applicable Regulations) to accept as a person and/or a legal entity as our partner until all the required documentation have been received by us, properly and fully completed by such person and all internal Company checks (including and without limitation, anti-money laundering checks or identification tests as the case may be) have been duly satisfied. The Master IB further acknowledges that the Company reserves the right to impose additional due diligence requirements to accept such a person as partner.

4.4. In case the Master IB provides false information and/or refuses to provide the requested information/documentation, the Company reserves the right to suspend, terminate or deny the creation of a partner account by providing the former with a written notice.

5. Master IB Representations and Warranties

The Master IB agrees to each of the following representations and warranties:

- 5.1. The Master IB has all requisite authority to enter into this Agreement and to be fully bound hereby, and all necessary action has been taken by him/her in connection herewith. The Master IB acknowledges and confirms that she/he is of legal age (i.e. over 18 years old), in case the Master IB is a natural person, or that it has full legal capacity, in case of a legal person, to enter into this Agreement.
- 5.2. The Master IB has fulfilled all registration, qualification and/or other requirements of all jurisdictions and regulatory bodies to the extent that such registration, qualification and/or other requirements are applicable to him/her during the term of this Agreement and will remain in strict compliance with all of the foregoing.
- 5.3. If the Master IB is a company or other entity, the Master IB is duly organized, validly existing and in good standing under the laws of its jurisdictions.
- 5.4. The Master IB will act as a mediator between the Company and the Individual IB(s) as well as to enhance the quality and range of services provided by the Individual IB(s). As a mediator, the Master IB will do all that is necessary in order for the Company and his/her clients to enter into a contract including but not limited to carrying out the preparatory work necessary for the conclusion of an agreement between the Company and the Individual IB(s).
- 5.5. The Master IB will carry on his/her operations and business as an independent contractor and not as an agent or employee or representative of the Company. The Master IB will not work or introduce Individual IB(s) exclusively for the Company. The Master IB cannot use the Company's logo in any correspondence, business cards and / or on any electronic transmission and in any case via any medium (non-exhaustive list).
- 5.6. The Master IB acknowledges and agrees that he/she is responsible for the payment of all relevant duties and/or charges and/or taxes arising from the course of his/her business.
- 5.7. The Master IB acknowledges and agrees that he/she is not allowed to register a business that includes the following words: "BDS Markets Ltd", "BDS LTD", "Swissmarkets" and/or "BDSwiss" name. Furthermore, the Individual IB(s) acknowledges that he/she is not allowed to register and/or operate a domain name that includes the following words "BDS Markets Ltd", "Swissmarkets", "BDS LTD" and/or "BDSwiss" name.
- 5.8. The Master IB acknowledges and warrants that he/she shall not directly or indirectly influence any Individual IB(s) with regards to his/her trading. In addition, the Master IB shall not, directly or indirectly, provide any personal investment advice or asset management services.
- 5.9. The Master IB is obliged to inform his/her referred Individual IB(s) of any fees received as well as any additional fees involved with regards to the service provided under this Agreement.

- 5.10. The Master IB acknowledges that for this Agreement to be valid the Individual IB(s) must sign a separate agreement with the Company and the said Individual IB(s) to be approved by the Company.
- 5.11. Where applicable, the Master IB will be responsible for the payment of any taxes and/or duties arising from the course of this Agreement.
- 5.12. The Master IB is required to inform each Individual IB(s), in advance, for all fees directly or indirectly related to the introduction of each Individual IB.
- 5.13. Any documentation, data and information provided by the Master IB to the Company are authentic and valid; including the Registration Data provided to us during the registration for the partnership account and at any time thereafter is complete, true, accurate and not misleading in any respect.
- 5.14. Any breach by the Master IB of any of the representations and warranties set forth in paragraphs 5.1. to 5.13. above or anywhere else in this Agreement renders the entire Agreement or any part of it voidable, in the Company's absolute discretion. The Company further reserves the right, acting reasonably, to suspend and/or refuse access to and use of the Company's services and/or partnerships portal and/or partnerships account.

6. Master IB's Rights and Responsibilities

- 6.1. In the event that the Master IB deviates from the standard interpretation of this Agreement, it will be considered that he/she has breached the Agreement unless he/she has obtained prior written confirmation from the Company.
- 6.2. The Master IB hereby undertakes to introduce prospective Individual IB(s), in which the latter(s) will introduce Client(s) in regards to the products and services offered by the Company as specified in the Client Agreement. For the introduction of Individual IB(s), the Master IB will endeavor and will carry out all necessary actions so as for the Company to enter into an agreement with the referred IB(s).
- 6.3. The Master IB shall assist prospective IB(s) on completing account registration forms for opening an account with the Company.
- 6.4. The Master IB shall translate documents, where needed, for the Company as well as explain to the Individual IB(s) the products and services offered by the Company. If applicable and necessary, the Master IB shall also act as a translator between the Individual IB(s) and the Company.

- 6.5. Without prejudice to the obligations of the Master IB under this agreement and specifically, the service of acting as a mediator between the Company and the prospective Individual IB(s) for the conclusion of the business relationship, including the presentation and analysis of the financial product(s) of the Company, the Company is not responsible and has no liability for any advice or recommendation or decision provided by the Master IB to the Individual IB(s).
- 6.6. For the Master IB to be eligible for any fees with regards to the referred Individual IB(s), he/she has to meet all requirements set in this Agreement as well as ensure that he/she has mediated so as for the Individual IB(s) and the Company to enter into an agreement with the prospective Individual IB(s) before the prospective Individual IB(s) opens an account with the Company without the Company utilizing the distinct act of mediation of the Master IB OR the prospective Individual IB(s) came directly from the Master IB ' s website and opened an account with the Company. For the avoidance of doubt, the obligations of Master IB under this Agreement and specifically the obligations in relation to carrying out all actions necessary in order for the Company to enter into an agreement with the Individual IB(s) are not lifted in cases where the Individual IB(s) reach the company through the website of the Master IB.
- 6.7. An IB shall be considered introduced and/or attracted by the Master IB provided that he/ she/ they registered as the Company's IB for the first time, if at least one of the following conditions applies:
- (a) The IB came directly from the Master IB's website and successfully registered an IB account with the Company; or
 - (b) The IB informs the Company, prior or after successful registration, in writing of having been referred and/or introduced by the Master IB;
- 6.8. In the case of the Master IB maintaining a website for promoting his/her business then the following functionalities and information must be included:
- a) The Company's or it's Group Company's information and/or logo and/or banners are provided to prospective Individual IB(s).
 - b) The marketing material used to promote the Company's products and services (i.e. website, landing pages, educational material, trading seminars, webinars, emails etc.) to the prospective Individual IB(s) will be provided by the Company.
- 6.9. The Master IB is required to obtain the Company's approval prior to uploading or using any information or functionalities (as per paragraph 6.8.) relating to the Company and/or Group Company and its services. In the case where the Master Introducer intends to amend, alter or modify the Company's information and/or functionalities and/or marketing material that

were initially provided and approved by the Company, then the Master IB needs to obtain a new approval by the Company before he/she proceeds with such amendments.

- 6.10. The Company may at its sole discretion accept or decline any Individual IB introduced by the Master IB.
- 6.11. As a mediator, the Master IB is responsible to identify, document and inform the Company accordingly in relation to the investment profile of the prospective Individual IB(s). In the event of changes to such profiles, the Master IB shall inform the Company of any Individual IB's profile changes.
- 6.12. The Company nor any of the Group Companies is not liable or responsible for any marketing or promotions initiated by the Master IB and for any costs or charges for such activity. The costs will be met by the Master IB.
- 6.13. The Master IB is allowed to enter into a different business relationship with the Company as Individual IB but have no direct or indirect relation with his Master IB relationship held with the Company.
- 6.14. Under no circumstances will the Master IB act or present himself/herself as an employee, agent, tied agent, broker or representative of the Company to the Individual IB(s) or any other third person; and shall not conclude any contracts and/or agreement on behalf of BDS LTD or execute any agreement(s) or bind BDS LTD under any circumstances, as such rights vest solely in BDS LTD.
- 6.15. The Master IB will clearly inform the Individual IB(s) that the business relationship is between the Individual IB(s) and the Company.
- 6.16. The Master IB is obliged to inform the referred Individual IB(s) that if the IB has a complaint against the Master IB then the IB must follow the Company's Complaints Handling Policy.

7. The Company's Rights and Responsibilities

- 7.1. BDS LTD shall have the sole and absolute discretion in connection with the rejection or refusal of any potential or existing referred and/or introduced IB' s.
- 7.2. It is hereby agreed that any and all rights not granted under this Agreement to the Master IB, if any, are expressly reserved by the Company.
- 7.3. The Company's rights are the following:

BDS Ltd (Registration No: 202039). **Registered address:** Tenancy 10, Marina House, Eden Island, Mahe, Seychelles.

(a) The Company has the right to control the Master IB's activities concerning implementation of the Master IB's functions, responsibilities and activities under this Agreement.

(b) The Company reserves the right to take legal action against the Master IB in the event that the Master IB shall attempt to manipulate or abuse the Company's Partnerships Program. Without limitation of the foregoing, the Company, reserves the right to withhold and/or deduct from any payment, due to the Master IB hereunder, in the event of such manipulation, abuse and/or deceit and may also terminate this Agreement with immediate effect.

(c) The Company has the right to change the type of Master IB program and commission in case the Master IB fails to fulfill the conditions of this Agreement.

(d) The Company has the right to request a detailed report on discharge of the Master IB's obligations under this Agreement and on the progress and results of services rendered by the Master IB.

(e) The Company has the right to require the Master IB to identify himself/herself (complete the verification procedure) through the provision of identification documents of the Master IB as well as confirming their current location of residence.

7.4. The Company's responsibilities are the following:

(a) The Master IB's commission and/or fees is 10% of the total commission amount earned by all the referred Individual IB(s).

(b) The payment to the Master IB will occur after the payment of the referred IBs is completed. The Company warrants to make any payments due to the Master IB in respect of the fees for its services, as agreed paragraph 7.4 (a) above, in arrears and shall be paid into the Master IB's account within five (5) days after the first 2 weeks of the calendar month and again within five (5) days after the last two (2) weeks at the end of the calendar month.

(c) The Master Introducer shall be entitled to the fees as agreed and stated in paragraph (a) above and may not be subject to any changes unless agreed by both parties. The payment to the Master IB will be activated/paid if and only when the commission generated will be over \$100 per a given payment period as defined in paragraph 7.4 (a) above.

(d) The Company takes the responsibility to keep the Master IB informed of all changes and/or amendments to this Agreement as per the section "Amendments thereof" of this Agreement.

- 7.5. The Company shall pay no fees to the Master IB as long as the latter opens a trading account with the Company on the name or for the benefit of the Master IB.
- 7.6. In the event of any dispute or complaint from an Individual IB, the Company has the right to hold back any fees due to the Master IB until such issues are resolved.
- 7.7. The Master IB acknowledges that all IB's referred to and/or introduced to the Company by the Master IB are the Company's IB's and except, as provided for herein, any information about these IB's are the exclusive and sole property of the Company. Upon termination of this Agreement the IB's will remain the Company's IB's.

8. Confidentiality

- 8.1. Each party will keep confidential all confidential and secret information of the other disclosed to it in relation to or in the course of this Agreement and shall use them only to perform this Agreement and disclose it only to those of its employees and/or authorized representatives who have a need to know such information to perform this Agreement and no other third party and shall not after termination of this Agreement use or disclose any confidential information for any reason.
- 8.2. Clause 14.1 shall not prohibit the use or disclosure of information: which is in or comes into the public domain without breach of this agreement by the recipient thereof ("the Recipient"); which is lawfully acquired by the Recipient from any third party who did not directly or indirectly acquire the same from the party to this agreement disclosing the same ("the Disclosing Party") subject to any obligations of confidentiality; which is not of a confidential or any other secret nature; if and to the extent required by any law or regulatory rule, provided that unless not practicable/permmissible in the circumstances the Recipient shall give the Disclosing Party notice of any such proposed disclosure before the same is made.
- 8.3. The Referring Party will keep confidential and will not disclose to anyone except with the prior written approval of the Company, during and subsequent to the relationship with the Company, all material information it receives during the course of business with the Company, including, but not limited to, Client information, strategies, future plans and anything else related to the business of the Company which shall be deemed as confidential.

9. Duration of the Agreement

This Agreement shall be effective from the date the Master IB will be informed of the approval as the Master IB of the Company, for an indefinite period of time, until its termination from either the Company of the Master IB or both or by default.

10. Amendments thereof and Termination

The Company reserves the right, at any time and under its sole discretion, to amend, modify, update or change any part of this Agreement, from time to time and in such a case, the Company shall notify the Master IB of the relevant amendments in the Agreement at least five (5) business days prior to the amendments coming in force either in writing or through the Company's main website. Should the Master IB disagree with the changes, he/she may terminate the Agreement in accordance with paragraph 11.1 below. Any changes to the Agreement will not apply to transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise.

11. Termination and Default

11.1. Either party (Company or Master IB) can terminate the Agreement, for any reason, by giving five (5) business days written notice to the other party, specifying the termination date as such.

11.2. The Master IB accepts that the Company shall reserve the right to terminate or suspend without notice, this Agreement or any rights of the Master IB that may fall under the provisions of this Agreement and/or its Appendices hereto attached or related, due to any of the following reasons:

- (a) There has been malpractice, deceit, failure or other significant event, including liquidation or insolvency, on the part of the Master IB.
- (b) The Master IB violates or breaches any provision of the Agreement;
- (c) The Master IB involves the Company directly or indirectly in any type of fraud;
- (d) Termination is required by any competent regulatory authority or body;
- (e) There is non-performance or low performance on the part of the Master IB; specifically, the Master IB involves less than three (3) Individual IB(s) within a ninety (90) day period from the date of concluding this Agreement.

Such termination will be at the sole discretion of the Company.

11.3. Upon termination of the Agreement, the Master IB is obliged to return to the Company any Company materials used to promote his/her business (e.g. newsletters, banners, text, etc.). In the case where the Master IB maintains a website and is using any Company materials, he/she is obliged to immediately withdraw such materials upon termination of the said Agreement.

- 11.4. Upon termination of this Agreement, the Company warrants to pay the Master IB all fees as set out on this Agreement.

12. Governing Law and Jurisdiction

The Master IB accepts that this Agreement and all transactional relations between the Master IB and the Company are governed by the Laws of the Republic of Seychelles and the competent court for the settlement of any dispute which may arise between them shall be the District Court(s) of the Republic of Seychelles.

13. Entire Agreement

This written Terms and Conditions and all attached Appendixes, including the Marketing Guidelines and the Code of Conduct of the Company between the Company and the Master Referring Party constitutes the entire Agreement between the Parties and superseded any prior oral or written agreements or understandings, between or among the parties hereto, regarding the subject-matter of this Agreement. The Company has made no representations or warranties other than those expressly provided within these terms.

14. Severability

- 14.1. Each of the provisions of this Agreement is severable. Accordingly, if any provision(s) of this Agreement is or becomes, at any time, invalid, illegal, void or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.
- 14.2. The Parties agree that any invalid, illegal or unenforceable provision shall be deemed to be automatically replaced by the valid, legal and enforceable provision satisfactory to any relevant competent authority that comes as close as possible to the commercial and legal effect sought by the replaced provision.

15. Data Protection, Data Security and Electronic Mail

- 15.1. The expressions "data controller", "processing", "personal data", "data processor", "data subject" and "subject access request" shall bear their respective meanings given in the EU General Data Protection Regulation (GDPR) and any other grammatical forms of those expressions shall be interpreted accordingly.

15.2. You warrant to us that you have made the appropriate notifications and have complied with the notification provisions under the EU General Data Protection Regulation (GDPR) in respect of your obligations under this Agreement and that performance of your obligations under this Agreement shall not breach or contravene such notification, nor cause us to breach our requirements under the EU General Data Protection Regulation (GDPR).

Your personal data

15.3. The Company will hold personal data about you or any person employed by you and relating to your dealings with us on our database for the purpose of providing the Company, paying you Introducer Fee, maintaining our relationship and for regulatory issues. We will use this personal data to manage the ongoing relationship, to provide you with information and to administer your account with us. We may carry out credit and / or reference checks on you or any other director, partner or employee of you. By accepting a relationship with us, you and any other director, partner or employee of you agree to these checks taking place throughout the duration of the relationship where we, in our sole opinion, feel it is necessary to do so.

15.4. The Company will keep your personal data (and your employees' personal data) for a period as required by the local legislation(s). We may also share your personal data (and your employees' personal data) with our service providers, agents and with third parties such as auditors, other financial institutions and legal and regulatory bodies (in Seychelles and abroad).

15.5. The Company may contact you by mail, phone, fax, email or other electronic messaging with further offers, promotions and information about products and services which may be of interest to you.

15.6. We may monitor and record phone calls and keep them for the purposes of training and quality assurance and to ensure we have an accurate record of instructions as required by local legislations

15.7. To provide the services under this Agreement, it may be necessary to transfer you or your employee's personal data to countries that provide a different level of data protections. In such circumstances, we will ensure that the relevant country has an adequate level of protection as required by the GDPR.

15.8. You must keep secure all security information which you use to access information provided by us, both on your systems and a third party's. Security information may include, but is not limited to passwords, digital identifiers/certificates and encryptions. You must inform us as soon as you become aware of anyone ceasing to be eligible to access any of our or a third party's system to which you have access.

- 15.9. Where you choose to deal with us online, you may be subject to additional terms and conditions relating to our online services which can be found on the applicable website.
- 15.10. Email communications are not necessarily secure and may be intercepted or changed after they are sent. We do not accept any liability where such communications are changed or are not delivered.
- 15.11. You must ensure that you have adequate security measures in place (including but not limited to any measures we ask you to take) and that the appropriate measures are in place to prevent harmful viruses being sent to us electronically.

The Customer's personal data

- 15.12. You warrant to us that, where you collect the Customer's personal data, that:
- 15.12.1. You have collected such data fairly and lawfully;
 - 15.12.2. The disclosure of such data to us is fair and lawful; and
 - 15.12.3. That our use of such personal data for the purposes of carrying out our obligations under this Agreement will not breach the Data Protection Legislation.
 - 15.12.4. You ensure that the clients are informed of the collection and transfer of their personal data in plain and understandable language in a fair and lawful way. In case those terms and information are disclosed to clients and potential clients in your Privacy policy, the document shall be easily accessible and available for download at all times.
- 15.13. Both parties shall comply with the EU General Data Protection Regulation (GDPR) in respect of personal data. If a party receives a subject access-, transformation-, deletion- and/or any other request in relation to personal data held by the other, granted to the data subject by the GDPR, the other party holding such personal data shall do all things as are reasonably necessary to assist the party in receipt of the subject access request to perform such compliance obligations.
- 15.14. If you are unsure what your obligations are or how the EU General Data Protection Regulation (GDPR) applies to you or your organization, you can seek further guidance from the Data Protection Commissioner of your country and / or seek professional legal advice. Please note the Company is not able to advise you on your obligations under the GDPR.
- 15.15. To the extent that the either of us is acting as a data processor on behalf of the other, the Party acting as data processor shall:

BDS Ltd (Registration No: 202039). **Registered address:** Tenancy 10, Marina House, Eden Island, Mahe, Seychelles.

- 15.15.1. Bring into effect and maintain appropriate technical and organizational measures to prevent unauthorized or unlawful processing of any personal data of the Customer and accidental loss or destruction of, or damage to, any personal data of the Customer, including but not limited to taking reasonable steps to ensure the reliability of employees having access to the Customer's personal data. Without prejudice to the generality of the foregoing such measures shall ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage of the Customer's personal data and the nature of the Customer's personal data to be protected;
- 15.15.2. Only process the Customer's personal data on behalf of the data controller in accordance with, and for the purposes set out in, this Agreement and in accordance with instructions received from the data controller from time to time;
- 15.15.3. Promptly notify the Customer about any matter which may cause the data controller to become non-compliant with the EU General Data Protection Regulation (GDPR) applicable to the processing and provide such information about remediation as the data controller shall reasonably require;
- 15.15.4. Promptly notify the data controller about any accidental or unauthorized access which may affect the Customer's personal data and provide such information about remediation as the data controller shall reasonably require;
- 15.15.5. Not transfer the Customer's personal data outside of the European Economic Area without the prior written consent of the data controller;
- 15.15.6. Allow representatives of the data controller to audit the data processor's compliance with the requirements of this clause 17 on reasonable notice and/or, at the option of the data controller, on request to provide the data controller with evidence of its compliance with such requirements; and
- 15.15.7. Use all reasonable endeavors to assist the data controller to comply with any obligations imposed on the data controller by the GDPR in relation to any of the Customer's personal data including without limitation: (1) providing the data controller with reasonable assistance in complying with any subject access request served on the data controller under the Data Protection Legislation; (2) promptly informing the data controller about the receipt of any subject access request received by the data processor in relation to the Customer's personal data processed pursuant this Agreement; (3) not disclosing any of the Customer's personal data in response to a subject access request without first consulting with and obtaining the consent of the data controller; and (4) complying with the data

subject's "right to be forgotten" as per the GDPR should such a request be forwarded to you by the official communication ways by Company and does not withstand any legal obligations both or any of the parties of this agreement are underlying; (5) in regards to data subjects requests forwarded to the Referring Party regarding the above mentioned right or any other rights, the Referring Party shall inform the Company promptly of such requests to ensure compliance.

Each party represents and warrants that it has full right, power and authority to enter into this Agreement and perform all of its obligations hereunder.