

Data Sharing Agreement

Data Sharing Agreement

between

ayondo markets Ltd, ayondo portfolio management GmbH, (collectively referred to as “ayondo companies”, each company individually referred to as an “ayondo company”) and the client entering into a contractual relationship with any ayondo company.

1 DATA COLLECTION BY AYONDO COMPANIES

In the course of the initiation, entering into and performance of the contractual relationship with clients, ayondo companies collect, store and use personal data of the client. This agreement governs under which requirements and for which purposes any of the ayondo companies shall have the right to share the client’s personal data with other ayondo companies. In that respect a distinction is made between whether the client will act as a Top Trader or not.

2 REQUIREMENTS OF SHARING DATA AND ADMISSIBLE PURPOSES FOR USING SHARED DATA

2.1 AN AYONDO COMPANY SHALL HAVE THE RIGHT TO SHARE A CLIENT'S PERSONAL DATA WITH ANOTHER AYONDO COMPANY, IF THE TRANSFER OF THE DATA IS NECESSARY FOR THE ENTERING INTO, AND THE PERFORMANCE OF A CONTRACTUAL RELATIONSHIP. IF THE CLIENT IS A TOP TRADER, HE IS DEEMED TO BE AWARE THAT THE PERFORMANCE OF HIS CONTRACT WITH AYONDO GMBH REQUIRES THE PUBLICATION OF CERTAIN INFORMATION REGARDING HIS TRADING ACTIVITY.

2.2 OTHER THAN THE PURPOSES AS MENTIONED IN CLAUSE 2.1, AN AYONDO COMPANY SHALL HAVE THE RIGHT TO SHARE A TOP TRADER'S PERSONAL DATA WITH ANOTHER AYONDO COMPANY, IF THAT IS SO REQUIRED FOR EITHER THE PROTECTION OF FOLLOWERS OR AN AYONDO COMPANY.

2.3 AN AYONDO COMPANY SHALL ONLY HAVE THE RIGHT TO STORE, USE AND PROCESS THE DATA FOR THE ENTERING INTO AND THE PERFORMANCE OF A CONTRACT WITH THE CLIENT. ADDITIONALLY, AN AYONDO COMPANY RECEIVING A TOP TRADER'S PERSONAL DATA SHALL HAVE THE RIGHT TO STORE, USE AND PROCESS THE TOP TRADER'S DATA FOR PREPARATION AND EXECUTION OF MEASURES TO PROTECT FOLLOWERS AND AYONDO COMPANIES. THE AYONDO COMPANY RECEIVING THE DATA SHALL ONLY HAVE THE RIGHT TO STORE, USE AND PROCESS THE DATA FOR ANY OTHER PURPOSE WITH THE CLIENT'S WRITTEN CONSENT.

3 ASSIGNMENT OF DATA

Any personal data so transferred shall be held by that receiving ayondo company in accordance with the applicable law to that ayondo company.

4 AMENDMENT TO THIS AGREEMENT

Any amendment to this agreement shall be made with the consent of each ayondo company and in accordance with the following provisions:

The amended data sharing agreement shall be sent to the client at least one month before it is scheduled to come into force. The client must be clearly informed in this written notification that if it does not object to the new data sharing agreement within two weeks after receiving it, the new data sharing agreement shall be deemed to have been accepted.

If the client objects to the amended data sharing agreement, each of the ayondo companies shall have the right to terminate the contract with the client without notice.

5 APPLICABLE LAW

This agreement shall be governed by [German] law.

6 SEVERABILITY CLAUSE

If a provision of this agreement is or becomes void or unenforceable, the effectiveness of the other provisions of the agreement shall remain unaffected. In such a case, a provision shall be deemed to

have been agreed to by which the commercial purpose of the void or unenforceable clause is achieved as far as possible in a legally effective manner.