

INTRODUCER AGREEMENT TERMS & CONDITIONS

Data Protection Agreement

1. **The Introducer must;**

- Maintain in force all licenses and other authorisations necessary to comply with Data Protection Laws as follows; Data Protection Act 1998 (to the extent it is still in force), the GDPR, the Data Protection Bill 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI20003/2426), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and any subsequent enforcing, enacting or successor legislation.

2. **Data Protection post General Data Protection Regulation (GDPR) enactment (May 25th 2018).** The Introducer agrees to abide by the following;

- Process Personal Data in compliance with Data Protection Laws.
- Comply with its obligations under Data Protection Laws in respect of all Personal Data Processed pursuant to this Agreement
- Warrant that it has implemented and shall maintain appropriate technical and organisational security measures, processes, systems and controls to safeguard all Personal Data against unauthorised or unlawful Processing and against accidental loss, disclosure or destruction of, or damage to, Personal Data in such a way as to comply with Data Protection Laws and to guard against any act or omission that would breach of Data Protection Laws.
- maintain a standard of information security that is in keeping with Good Industry Practice
- ensure that its personnel who access Personal Data are trustworthy and suitable for their role

3. **Data Subject Rights;** The Introducer shall provide Norton Broker Services with assistance in order to fulfil Data Subjects' rights under Data Protection Laws, including without limitation;

- responding to requests or queries from Data Subjects in respect of their Personal Data (including the provision of Portable Copies);
- cooperating with an investigation by a regulatory body

4. **Data Breaches and Notification Requirements-** The Introducer shall notify us:

- promptly (and in any event within two Business Days) of receiving any complaint, an exercise of a right under section 7 of the Data Protection Act 1998 or any of Articles 15-18 or Articles 20-22 of the General Data Protection Regulation (as applicable), or other request (such as from any applicable government, agency or regulator) in respect of Personal Data, except where doing so would breach Applicable Law;
- if The Introducer becomes aware of or suspects a Personal Data Breach, without undue delay (having regard to the nature of the Personal Data and the scope and context of the Personal Data Breach (or suspected Personal Data Breach) and the likelihood and severity of the risks to Data Subjects presented by the Personal Data Breach (or suspected Personal

Data Breach)). The notification shall be made no longer than 24 hours of The Introducer becoming aware of the Personal Data Breach. The notification shall include:

- A description of the nature of the Personal Data Breach (or suspected Personal Data Breach), including without limitation:
 - a description of the Personal Data Breach;
 - an explanation of how the Personal Data Breach occurred;
 - the date and time of the Personal Data Breach;
 - the date and time when The Introducer became aware of the Personal Data Breach;
 - a description of how The Introducer became aware of the Personal Data Breach;
 - the type(s) of Personal Data affected by the Personal Data Breach; and
 - the categories and approximate number of Data Subjects concerned;
 - the name and contact details of The Introducer's Data Protection Officer or other individual who will be able to provide more information about the Personal Data Breach (or suspected Personal Data Breach);
- a description of the likely consequences of the Personal Data Breach (or suspected Personal Data Breach) including without limitation damage to reputation, the risk of harm, financial loss and/or prejudice to a criminal investigation;
- Any notifications which The Introducer is required to make shall be provided to The Introducer's usual contact point with Norton Broker Services
- Nothing in this Schedule 3 relieves The Introducer from any of its own direct responsibilities and liabilities under the Data Protection Laws.