

Exhibit A to the Adherence Agreement
TERMS & CONDITIONS FOR USE OF THE DOCS SYSTEM
INCLUDING DATA PROTECTION ADDENDUM

These Terms & Conditions, the Adherence to the FIA Technology Services, Inc. (“FIA Tech”) System User Agreement, and the Data Protection Addendum and its attachments (collectively, the “Agreement”) are the terms of use that govern System User’s access to FIA Tech’s electronic document execution system (“DOCS”) service for execution of Give-Up Agreements (“GUA”) and other types of agreements that FIA Tech may make available on the Services for electronic signature and execution (“e-Agreements”).

System User agrees to these terms upon its accessing the System. FIA Tech will notify your Administrator of any substantive amendments to the Agreement. Such notices will be provided ten (10) business days (U.S. business days) prior to the effective change. Notwithstanding the foregoing, it is System User’s obligation to review these terms and conditions periodically as any changes will be binding effective as of System User’s continued use of the System.

1. Definitions. If not elsewhere defined in context herein, all defined terms shall be given the meaning as in Section 14 below.

2. Provision of Services.

a. FIA Tech hereby makes available to the System User the Licensed Product, Remote Services, and Technical Support (collectively, “Service(s)”) subject to these terms and conditions.

b. System User agrees to allow FIA Tech to make available on the System the System User Data. System User agrees to receive electronic messages from FIA Tech.

c. System User may not share or provide others with access to the Service including, without limitation, providing third-parties access to the Service or portions thereof, unless a service provider is acting on behalf of the System User, and is bound by contractual terms that are substantially equivalent to the terms in Sections 4 and 5 below.

d. System User represents and warrants that the Service will only be used for lawful purposes including, without limitation, any laws, regulations or rules that would govern the use of the Service and/or the GUA or e-Agreement.

e. Each Party shall at all times comply with applicable Laws relating to Protected Personal Information in its relevant jurisdiction(s) and any contractual obligations it may have with respect to the governance of Protected Personal Information.

f. A password will be issued to the Administrator designated by the System User. The Administrator(s) will be solely responsible for controlling and monitoring the use of the passwords, and will provide the passwords only to System User’s authorized Persons. The Administrator and/or the System User will promptly, upon becoming aware, notify FIA Tech of any unauthorized disclosure or use of the passwords or access to the Service or of the need to deactivate any passwords. The System User acknowledges and agrees that it will be bound by any actions taken through the use of passwords issued to it, including the execution of GUAs or e-Agreements, whether or not such actions were authorized, except when directly caused by FIA-Tech’s willful negligence.

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g. System User agrees that GUA(s) or e-Agreements executed through the Services shall be deemed to be “in writing” and to have been “signed” for all purposes and that any electronic record of any such GUA or e-Agreement will be deemed to be in “writing.” System User will not contest the legally binding nature, validity, or enforceability of any GUA or e-Agreement executed through the Services based on the fact that it was entered and executed electronically, and expressly waives any and all rights it may have to assert any such claim.

h. System User acknowledges and agrees that FIA Tech shall have no involvement in and no responsibility or liability related to the GUA or e-Agreement, or the completion or documentation of the GUA or e-Agreement subsequently to its execution. System User agrees that the counterparty to any GUA or e-Agreement may directly enforce System User’s obligations under such GUA or e-Agreement against System User.

i. System User acknowledges that GUA(s) or e-Agreements, which it previously executed, or will execute through the use of the Services, may be stored on the System by others.

j. FIA Tech reserves the right to engage a third-party vendor to support the Service (“Supplier”) and will ensure that any Supplier is contractually bound to the same standards of confidentiality and security as FIA Tech undertakes in this Agreement. FIA Tech will be responsible for all acts or omissions of any Supplier engaged on its behalf in supporting the Service.

3. Payment. Upon the execution of a GUA or e-Agreement, System User agrees that it will be obligated to pay FIA Tech fees in effect according to the terms posted on-line at <https://tech.fia.org/pricing> (which may be amended from time to time and will be binding on System User) and any applicable sales, use, excise or similar taxes relating to the provision of the Services, if any. Fees are subject to change upon thirty (30) days prior notice. To the extent FIA Tech sends a notice, such notice will be provided electronically to System User’s Administrator.

4. Intellectual Property Rights and Licenses.

a. For the sole purpose of providing the Services, or to comply with applicable law, FIA Tech and any Supplier are granted a non-exclusive right and license to use, copy, process, store, and transmit any non- Confidential Information provided by the System User and also any System User Data.

b. System User agrees that it will not copy, modify, reverse engineer, reverse assemble or reverse compile the Licensed Product or any of the data, that System User will not distribute, rent, sell, retransmit, redistribute, release or license the Licensed Product or any part thereof to any third-party (other than to its Affiliates subject to and in accordance with this Agreement). System User further agrees that it will not, without limitation (other than for its own internal use, including the internal use by System User’s auditors, and custodian of documents or other records who need to access the data for purposes of processing the transactions to which the data relates or for an internal audit), communicate, redistribute, or otherwise furnish, or permit to be communicated, redistributed or otherwise furnished, all or any portion of the data obtained through System User’s access to the Services; the foregoing shall not be interpreted to prohibit System User from providing a copy of a GUA or e-Agreement to a party to that same GUA or e-Agreement. Notwithstanding the foregoing, it is understood and agreed that any and all System User Data shall be the non-exclusive property of the System User and/or its counterparties, and that each shall have the right to use, sell, retransmit or redistribute such information, subject to the provisions of Section 5 hereof; all aggregated System User Data shall be the exclusive property of FIA Tech and any publication of data, in the aggregate, is not a breach of any confidentiality obligations to System User.

5. Confidential Information and Handling of Protected Personal Information.

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a. Each party shall use reasonable efforts to protect any Confidential Information of the other party and of any other Person using the System, from unauthorized disclosure or use, using at least the same level of care as it uses to protect its own Confidential Information. Confidential Information may not be used or disclosed by the recipient other than as reasonably necessary to perform under this Agreement or as authorized in writing by the disclosing party. Nothing herein shall prohibit disclosure by a party of any information that is evidenced to be generally available to the public or the recipient other than through a breach hereunder, properly in the recipient's possession prior to receipt hereunder, independently developed by the recipient without reference to the Confidential Information of the other party, or required to be disclosed under applicable law, regulation, government or court order, or reasonable request by any governmental or regulatory authority. Notice to the relevant party will be provided to the extent FIA Tech in its sole discretion determines such notice to the relevant party to be legally permissible, and reasonably practicable under the circumstances then prevailing.

b. Notwithstanding the foregoing, FIA Tech is permitted to disclose the identity of any System User *excluding customers and traders*.

c. System User Data shall be secured and treated as Confidential Information.

d. FIA Tech has and will continue to implement and maintain security systems and governance procedures designed to prevent unauthorized access to System User's systems through any network connections between System User's and the Licensed Product systems and to protect from the unauthorized disclosure of System User Data. FIA Tech's and its third-party hosting company (if any) shall continuously monitor the Licensed Product system for, and take all reasonable steps to prevent, fraud and breaches of security.

e. FIA Tech shall implement appropriate systems and procedures to ensure that any System User Data that FIA Tech processes in the course of providing the Services is adequate, relevant, not excessive accurate and, where necessary, kept up to date.

f. FIA Tech will provide System User with notification of a material breach of the confidentiality of Protected Personal Information as soon as reasonably possible after investigation.

g. FIA Tech will provide System User with a copy of the most recent audit report concerning the security of the Services and of the System User Data upon reasonable request, but, in no event, more than annually.

h. System User acknowledges that FIA Tech will not be able to immediately destroy System Users Data upon termination of this Agreement, or System User's discontinuance of using the Services, in view of FIA Tech's legitimate business interest in some System User Data, including, but not limited to, obligations to other System Users, regulators, and counter-parties to any underlying agreements.

6. Representations & Warranties.

a. Each party represents and warrants that its provision and/or use of the Services shall comply with this Agreement and all applicable U.S. federal and state laws; and its execution of this Agreement is duly authorized and does not breach any of its other agreements to which it is a party or any order, decree, law or government regulation to which it is subject.

b. Each party represents and warrants to the other that the execution, delivery, and performance of this Agreement by such party have been duly approved by all necessary corporate action, and do not conflict with, or result in a material breach of any material agreement by which such party

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is bound, or any law, regulation, rule, judgment, or decree of any governmental instrumentality. System User further represents that this Agreement constitutes a valid and legally binding obligation of such party enforceable in accordance with its terms.

c. System User represents and warrants that it is authorized to bind any third party authorized by System User to use the Services on System User's behalf, including, but not limited to, designees, agents, or affiliates.

7. Disclaimers.

a. Use and transmission of data on any computer, system or network may be subject to delay, interruption, interference, blackout, failure, interoperability problems, systems or service unavailability or failure, hardware or software malfunction or failure, encryption failure, interception by third-parties, unauthorized access, theft; modification; or inaccuracy.

b. EXCEPT AS EXPLICITLY SET FORTH HEREIN, FIA TECH MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE SERVICES OR ANY MATERIALS PROVIDED IN CONNECTION WITH THE SERVICES (WHETHER DIRECTLY FROM THE FIA OR FROM A THIRD-PARTY, IF ANY), ARE OR WILL BE (A) FREE OF INTERFERENCE, DEFECTS OR ERRORS, OR OTHERWISE ACCURATE, (B) ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, OR (C) COMPATIBLE WITH SYSTEM USER'S EXISTING COMPUTERS AND/OR SYSTEMS. WITHOUT LIMITING THE FOREGOING, FIA TECH (ON BEHALF OF ITSELF AND ITS THIRD-PARTY SUPPLIERS) EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES AND OTHER MATERIALS, IF ANY.

8. Indemnification.

a. System User shall indemnify, defend and hold harmless FIA Tech and any of its Affiliates and their respective officers, directors, employees, contractors, legal representatives or agents against losses arising out of any breach of, or misrepresentation in, this Agreement by System User.

b. FIA Tech shall indemnify, defend and hold harmless System User and any of its Affiliates and their respective officers, directors, employees, contractors, legal representatives or agents against losses arising out of any material breach of, or misrepresentation in, this Agreement (including any violation of applicable law in connection therewith).

c. A party seeking indemnification under this Section 8 shall give prompt notice to the other party of the claim and provide reasonable cooperation and assistance in connection therewith.

9. General Limitation Of Liability. IN NO EVENT SHALL FIA TECH BE LIABLE TO THE SYSTEM USER FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR ANY OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON STATUTE OR ARISING IN CONTRACT OR TORT AND REGARDLESS OF WHETHER SUCH PARTY HAS REASON TO KNOW OR IN FACT KNOWS OF THE POSSIBILITY THEREOF. FIA TECH'S TOTAL LIABILITY TO THE SYSTEM USER RESULTING FROM THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL DOLLAR AMOUNT PAID BY THE SYSTEM USER TO THE FIA PURSUANT TO THIS

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AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM.

10. Term and Termination.

a. This Agreement shall continue in full force and effect from the Effective Date until either party terminates in accordance with this Section.

b. System User may terminate this Agreement upon thirty (30) days written notice to FIA Tech without cause. FIA Tech may terminate this Agreement upon thirty (30) days written notice upon the occurrence of any of the following: (i) failure of System User to make, when due, any payment to FIA Tech as required, if such failure to pay is not cured within thirty (30) days following written notice of such failure, or (ii) any material representation or warranty made by System User proves at any time to be false when made or when deemed to be repeated. FIA Tech may suspend this Agreement immediately upon written notice to the System User if any activity or omission of the System User is likely to jeopardize the security or integrity of the System; if such activity or omission is not cured to FIA Tech's satisfaction within ten (10) days following written notice, then FIA Tech may terminate this Agreement.

c. FIA Tech may, in its sole and commercially reasonable discretion and at any time and for any reason, suspend, limit, discontinue, or change the Service, or any part thereof, or modify the Service, or any part thereof, with or without notice. Without limiting the foregoing, FIA Tech will attempt to give System User reasonable notice of any suspension, limitation, change or discontinuance of the Service. FIA Tech shall not be liable to System User or any third-party for any termination or interruption of System User access to the Service.

d. Upon termination of this Agreement and/or any of the Services being provided under this Agreement, FIA Tech shall offer information and assistance reasonably necessary to assure the smooth transition of Services. FIA Tech agrees to promptly provide to the System User applicable System User Data in any format reasonably requested at FIA Tech's cost. System User shall be entitled to purchase up to six (6) months of termination assistance at the expiration or termination of this Agreement at the prevailing fees. The service level standards applicable to the Services and applications shall continue to apply during the termination assistance period, unless otherwise mutually agreed to in a termination assistance plan.

e. Upon termination, System User shall cease to use any software provided under this Agreement, if any, and must pay FIA Tech any unpaid fees owed for Services rendered within thirty (30) days of termination.

f. In the event of any termination of this Agreement, Sections 5 (Confidential Information), 8 (Indemnification), and 9 (Limitation of Liability) shall survive such termination. The termination of this Agreement shall have no effect on the continuance of any GUA or e-Agreement.

g. Upon termination, and subject to the limitations in Section 5 h, System User Data will be destroyed to the extent allowed unless, within ninety (90) days, System User requests in writing that FIA Tech return such System User Data. Upon such a request, the parties will agree to a format and medium for such return and the costs to be paid for such System User Data return.

11. Miscellaneous Terms.

a. This Agreement shall be binding on each party's successors and permitted assignees. Neither party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party which consent shall not be unreasonably withheld, and any attempted assignment in violation of this provision shall be null and void; provided, however, that FIA

{00066980;v1}

Tech may assign this Agreement to an Affiliate without the consent of System User, and System User may assign this Agreement to an Affiliate without the consent of FIA Tech.

b. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the application of principles of conflicts of law. Any claim arising out of or relating to this Agreement or the breach, termination or validity thereof shall be adjudicated by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non Administered Arbitration of Business Disputes in effect on the date hereof, by a panel of three (3) independent and impartial arbitrators, of whom each party shall appoint one (1), and the third shall be elected by the first two (2). The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of arbitration shall be Washington, D.C. Nothing herein shall be construed, as between System User and FIA Tech, to constitute a waiver of a System User's sovereign immunity, to the extent applicable by law.

c. FIA Tech's performance under this Agreement may be excused to the extent a delay or failure is caused by events outside of its control, including without limitation, network or communications disruptions, acts of God, and acts of terrorism. If any provision of this Agreement shall be invalid or unenforceable under applicable law, such invalidity shall not affect the enforceability of any other provision hereof.

12. Independent Contractor. Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between the parties. The parties do not undertake by this Agreement or otherwise to perform any obligation of the other, whether regulatory or contractual, or to assume any responsibility for or ownership interest in the other's business or operation.

13. Notices. All notices or other communications required or contemplated herein shall be sufficient and deemed delivered if sent by electronic communication to the System User. Notices to FIA Tech shall be sent to docs.support@fia-tech.com, notices to System User shall be sent to their Administrator.

14. Definitions.

“Administrator” is as defined the System User's Adherence Letter.

“Affiliate” shall mean any entity that controls, is controlled by, or is under common control with a party. For purposes of this Agreement, “control” shall mean possessing, directly or indirectly, (i) at least fifty-percent (50%) of the voting securities of the entity, or (ii) the power to direct, or cause the direction of the management, policies, or operation of an entity whether through ownership of voting securities, by contract or otherwise.

“Confidential Information” shall mean all information that is not generally known to the public and which either party, or its suppliers, or other persons (to the extent such party owes a duty of confidence to any such person) has rights, and when such information is marked confidential, restricted, or proprietary by the party having rights in the same, or which, under all of the circumstances, a reasonable business person should know to treat the information as confidential and/or proprietary, including, but not limited to Protected Personal Information. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party; (ii) was known to the receiving party as of the time of its disclosure; (iii) is independently developed by the receiving party without reference to the Confidential Information of the

{00066980;v1}

disclosing party; or (iv) is subsequently learned from a third-party not subject to an obligation of confidentiality with respect to the information disclosed.

“**e-Agreement**” shall mean the process or a document which FIA Tech may from time-to-time make available on the Service for System Users to electronically sign with the intent to create an executed and legally binding agreement.

“**Effective Date**” shall be the date of the last signature on the Adherence Agreement.

“**Give-up Agreement(s)**” or “**GUA(s)**” shall mean the process or a document used to engage and/or document transactions in which an executing broker or dealer (“Executing Party”) executes or processes a trade on behalf of a customer or a trading manager of a customer for an account of the customer at the clearing or carrying broker (“Clearing Broker”) with the intent that the Executing Party will execute and give up the contract to the Clearing Broker.

“**Licensed Product**” shall mean the Services and any application and storage accessed remotely in connection with the Services.

“Person” shall mean an individual, corporation, partnership or other legal entity.

“**Protected Personal Information**” means any information from which an individual can be directly or indirectly identified and which is customarily protected as confidential information or otherwise protected by relevant laws or contracts, including (as examples only), but not limited to, broker or system user contact information.

“**Remote Services**” shall mean providing System User access to the Licensed Products on a 24 x 7 basis, space for System User Data to reside on and to be accessible from a server connected to the internet, facilitating System Users’ access to their own System User Data via the Licensed Product, and providing network and physical security for all of the foregoing as well as any other service specified on Index A.

“**Storage Fee**” shall be that fee which will be assessed according to the number of fully executed GUAs or e-Agreements stored on the System by System User and its Affiliates.

“**System**” shall refer to the Licensed Product.

“**System User Data**” shall mean any data submitted for use in connection with the Licensed Product, including Protected Personal Information.

“**System User**” shall mean the entity who executes an adherence letter with FIA Tech, and any other Person authorized by System User to use the Services on System User’s behalf, including, but not limited to authorized employees, designees or affiliates; notwithstanding the foregoing, for the purposes of Sections 3 (Payment), 6 (Representations & Warranties), 8 (Indemnification), and 10 (Term & Termination) “System User” shall not be interpreted to refer to a System User’s employee.

“**Technical Support**” shall mean a range of services provided by qualified and trained personnel to assist and facilitate System User and its operation of the Licensed Product through resolution of hardware, software or other operational issues affecting the Licensed Product or components thereof.

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**DATA PROTECTION ADDENDUM TO
EXHIBIT A TO THE ADHERENCE AGREEMENT**

Addendum

The Agreement is automatically amended upon notice to System User. This Data Protection Addendum (“DPA”) is an addendum to the Agreement between us, subject to Section 9.2 below. This DPA does not change any of the underlying terms of the Agreement.

Definitions

1.1 The following expressions are used in this DPA and have the meaning set forth below:

“**Customer**” means System User’s account holder and any individual personally identified with the account;

“**Data Subject Request**” means a request from or on behalf of a data subject relating to access to, or rectification, erasure or data portability in respect of that person’s Personal Data or an objection from or on behalf of a data subject to the processing of that person’s Personal Data;

“**Data Protection Laws**” means all laws and regulations as are applied to the processing of Personal Data, including the laws of the European Union, the European Economic Area, their member states and the United Kingdom, including (where applicable) the General Data Protection Regulation (“GDPR”); the laws of Australia, including the Australian Privacy Protection Act (“APP”); the laws of Canada, including the Federal Personal Information Protection and Electronic Documents Act (“PIPEDA”); and the data protection or privacy laws of any other country, including, without limitation, Switzerland and the Russian Federation, and any laws substantially amending, replacing or superseding any of the foregoing;

“**FIA Tech Group**” means FIA Tech and any corporate entities which are from time to time under common control with or control of, FIA Tech;

“**GDPR**” means **Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (known as the General Data Protection Regulation)**;

“**Incident**” means: (a) a complaint or a request with respect to the exercise of an individual’s rights under Data Protection Laws; (b) an investigation into or seizure of the personal data by government officials, or a specific indication that such an investigation or seizure is imminent; or (c) a “Material Breach” of the security and/or confidentiality as set out in this DPA leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data. A “Material Breach” is one that is likely to result in a significant risk to the rights and freedoms of individuals, or that would require notification to individuals or regulators under the law of the applicable jurisdiction.

“**Personal Data**” means all data which is defined as ‘Personal Data’ in the Data Protection Laws and to which Data Protection Laws apply and which is provided by the System User to FIA Tech:

“**Processing**”, “**Data Controller**”, “**Data Subject**”, “**Supervisory Authority**” and “**Data Processor**” shall have the meanings ascribed to them in the GDPR; and

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An entity “**Controls**” another entity if it: (a) holds a majority of the voting rights in it; (b) is a member or shareholder of it and has the right to remove a majority of its board of directors or equivalent managing body; (c) is a member or shareholder of it and controls alone or pursuant to an agreement with other shareholders or members, a majority of the voting rights in it; or (d) has the right to exercise a dominant influence over it pursuant to its governance documents or pursuant to a contract; and two entities are treated as being in “**Common Control**” if either controls the other (directly or indirectly) or both are controlled (directly or indirectly) by the same entity.

2. Status of the Parties

- 2.1 The type of Personal Data processed pursuant to this DPA and the subject matter, duration, nature and purpose of the processing, and the categories of data subjects, are as described in Attachment 1.
- 2.2 Each of the System User and FIA Tech warrant in relation to Personal Data that it will (and will ensure that any of its staff and/or sub-processors) comply with the Data Protection Laws applicable to them and to the particular Personal Data processed by each.
- 2.3 In respect of the parties’ rights and obligations under this DPA regarding the Personal Data, the parties hereby acknowledge and agree that:
 - (a) the System User is the Data Controller, as between them with respect to Customer Personal Data;
 - (b) FIA Tech is the Data Processor, as between them, as to Customer Personal Data and is a Controller as to the Personal Data it processes about System User’s personnel ;
 - (c) The parties recognize that some Personal Data may be under common control with other system users actively using the FIA Tech;
 - (d) FIA Tech agrees that it shall process all Personal Data in accordance with its obligations pursuant to this DPA to the extent not inconsistent with the rights in Personal Data that may be jointly controlled with another system user.

3. System User Obligations

- 3.1 With respect to all Personal Data which System User provides to FIA Tech, whether it is Customer or personnel Personal Data, the System User shall have sole responsibility for the accuracy, quality, and legality of the processing of Personal Data.
 - (a) System User warrants that it has all necessary rights to provide to FIA Tech the Personal Data for processing in connection with the provision of the Services.
 - (b) System User understands, as a data controller, that it is responsible (as between Customer and FIA Tech) for all obligations of a Data Controller under the Data Protection Laws, including, but not limited to:
 - (i) responding to requests from individuals about their data and the processing of the same, including requests to have personal data altered, corrected, or erased, and providing copies of the actual data processed;

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- (ii) notifying individuals and any relevant regulators or authorities of any Incident as may be required by law in the relevant jurisdiction.

4. FIA Tech Obligations

4.1 With respect to all Personal Data provided by System User to FIA Tech, FIA Tech agrees it shall:

- (a) only process the Personal Data in order to provide Services and shall act only in accordance with this DPA and the System User's written instructions *which are entirely represented by the Agreement, any mutually agreed addendums thereto, and this DPA*;
- (b) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by the processing, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data.
- (c) take reasonable steps to ensure that only authorised personnel have access to such Personal Data and that any persons whom it authorizes to have access to the Personal Data are under obligations of confidentiality;
- (d) provide the System User with reasonable cooperation and assistance in respect of the Incident as detailed in Section 5 below;
- (e) notify the System User if it receives a Data Subject Request
 - (i) To the extent System User does not have the ability to address a Data Subject Request, FIA Tech shall (upon the System User's request) provide reasonable assistance to facilitate a Data Subject Request to the extent the FIA Tech is able, subject to its contractual obligations to other system users and the laws governing the Agreement.
- (f) The deletion or return of Personal Data shall be governed by the terms of the Agreement and, in all events, is subject to FIA Tech's contractual obligations to other system users to maintain certain data records and may be subject to audit trail or other obligations to account to regulatory authorities in the EU and other sovereign jurisdictions.
- (j) provide such assistance as the System User reasonably requests (taking into account the nature of processing and the information available to FIA Tech) with respect to accounting for and documenting System User's compliance with its obligations under relevant Data Protection Laws. At a minimum, upon written request, FIA Tech will produce to System User a copy of any third-party audit reports concerning the adequacy of FIA Tech's technical security measures. System User does not have any independent right to audit FIA Tech's technical and/or organizational measures.

5. Incident Management

5.1 When either party becomes aware of an Incident, it shall promptly notify the other about the Incident and shall reasonably cooperate in order to enable the other party to understand the Incident, to formulate a correct response, and to take suitable further steps in respect of the Incident.

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- 5.2 Both parties shall at all times have in place written procedures which enable them to promptly respond to the other about an Incident. Where the Incident is reasonably likely to require a data breach notification under applicable laws, the party responsible for the Incident shall notify the other no later than 24 hours of having become aware of such an Incident.

6. Sub-Processing

- 6.1 The System User grants a general authorization: (a) to FIA Tech to appoint other members of the FIA Tech Group as sub-processors; (b) to appoint any third-party identified in the Agreement as a sub-processor; and (c) to FIA Tech and other members of the FIA Tech Group to appoint third-party data center operators, outsourced support providers, and other third parties as sub-processors to support the performance of the Services.
- 6.2 FIA Tech will maintain a list of sub-processors and will add the names of new and replacement sub-processors to the list prior to them starting sub-processing of Personal Data.
- 6.3 FIA Tech will ensure that any sub-processor it engages to provide the Services on its behalf does so only on the basis of a written contract which imposes on such sub-processor terms substantially no less protective of Personal Data than those imposed on FIA Tech in this DPA (the “Relevant Terms”).

7. Data Transfers

- 7.1 FIA Tech has certified adherence to the US/EU Privacy Shield mechanism (“**Privacy Shield**”). The parties agree that such mechanism is adequate to enable the lawful transfer of Personal Data to the United States under the Data Protection Laws.
- 7.2 The System User acknowledges that the provision of the Services under the Agreement may require the processing of Personal Data by sub-processors in countries outside the EEA from time to time.

8. Liability

- 8.1 Subject to the limitations of liability in the Agreement, each party shall be liable to the other for damages it causes by any breach of this DPA. Liability as between the parties is limited to actual damage suffered. Punitive damages are specifically excluded.

9. General

- 9.1 If the System User determines that an Incident must be reported to any regulator or enforcement authority, and/or data subjects, and/or the public or portions of the public, the System User will notify FIA Tech before the report is made and supply FIA Tech with copies of any written documentation to be filed with the authorities and of any notification the System User proposes to make (whether to any supervisory authority, data subjects, the public or portions of the public) which references FIA Tech, its security measures and/or role in the Incident, whether or not by name. Subject to the System User’s compliance with any mandatory notification deadlines under the Data Protection Laws, the System User will consult with FIA Tech in good faith and take account of any clarifications or corrections FIA Tech reasonably requests to such notifications and which are consistent with the Data Protection Laws.
- 9.2 This DPA is without prejudice to the rights and obligations of the parties under the Agreement which shall continue to have full force and effect. In the event of any conflict between the terms of this DPA

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and the terms of the Agreement, the terms of this DPA shall prevail but only so far as the subject matter concerns the processing of Personal Data.

- 9.3 FIA Tech's liability to the System User and to each member of the System User Group (taken together) under or in connection with this DPA shall be subject to the same limitations and exclusions of liability as apply under the Agreement as if that liability arose under the Agreement.
- 9.4 Except to the extent permitted in connection with FIA Tech's obligations under Privacy Shield, no third person or entity has the right to enforce this DPA.
- 9.5 This DPA sets out all of the terms that have been agreed between the parties in relation to the subjects covered by it. Other than in respect of statements made fraudulently, no other representations or terms shall apply or form part of this DPA.
- 9.6 Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.
- 9.7 This DPA shall be governed by and construed in accordance with the laws of the country of territory stipulated for this purpose in the Agreement and each party agrees to submit to the choice of jurisdiction as stipulated in the Agreement in respect of any claim or matter arising under this DPA.

Attachment 1 to the DPA

Agreement & Details of the Processing Activities

Written Instructions:

The Agreement constitutes System User's written instructions

Subject matter and duration of the Processing of the Personal Data:

The subject matter and duration of the Processing of Personal Data are set out in the Agreement.

The nature and purpose of the Processing of the Personal Data:

The nature and purpose of the Processing of the Personal Data are set out in the Agreement.

The type of Personal Data:

The Personal Data Processed may include some or all of the following:

- i. name (forename, middle name(s) and surname), birth name, maiden name or any additional names, address, title, preferred salutation, telephone number, email address, social media username or alias and other contact information;
- ii. country of residence, occupation, employer, employment status, social security or national insurance number, bills or correspondence showing address, and other identity or occupation-related data;
- iii. unique account or customer numbers, employee numbers or other internal identifiers;
- iv. agreements related to trading, bank account numbers, and transaction details;
- v. instant message or live chat logs;
- vi. meeting, telephone or attendance notes, emails, letters other data relating to communications, calls and meetings;
- vii. data relating to regulatory checks and disclosures, and to any status, flag and other result of such checks and disclosures;
- viii. account transaction details;
- ix. on-going monitoring data in connection with compliance, fraud prevention and security;
- x. voice recordings, including of telephone calls; and
- xi. IP address, browser generated information, device information, geo-location markers and other digital identifiers used for tracking, profiling or location purposes.

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The categories of Data Subject to whom the Personal Data relates:

The categories of Data Subject may include some or all of the following:

- i. current, prospective (including applicants) and former clients and customers;
- ii. agents, advisors, and other authorized representatives of System User or its Customers;
- iii. payors and payees;
- iv. indirect customers or clients, such as intermediaries and brokers;
- v. current and former employees, contractors, agents, officers, directors and other representatives of System User;
- vi. beneficiaries and authorized representatives of entities, trusts and structures that System User manages;
- vii. intermediaries, brokers and System User suppliers, and their representatives; and
- viii. professional advisors and consultants to System User and its Customers.

The obligations and rights of System User

The obligations and rights of System User are set out in the Agreement.