

Data Sharing Agreement

THIS AGREEMENT IS MADE ON THE DAY OF 2021

PARTIES

- (1) **IR Media Group Limited** incorporated and registered in England and Wales with company number 03724289 whose registered office is at 3rd Floor Palladium House, 1-4 Argyll Street, London, England, W1F 7LD (“**IR Media**”).
- (2) **[NAME]** incorporated and registered in [COUNTRY OF REGISTRATION] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE] (the “**you**”).

Each a “**party**”, together the “**parties**”.

BACKGROUND

- (1) As part of its business, IR Media carries out surveys with members of the investor relations community such as investors and analysts. IR Media uses the results of these surveys to produce reports for its community network and subscribers. IR Media has contacted you as a member of our corporate customer database in order to source these contacts.
- (2) This agreement (the “**Agreement**”) sets out the terms on which you can share personal data with IR Media, and contains IR Media’s commitment to using the information you provide to it fairly, lawfully, transparently, and securely.

DEFINITIONS

“**controller**”, “**processor**”, “**data subject**”, “**personal data**”, “**personal data breach**”, “**processing**” and “**appropriate technical and organisational measures**”: as defined in the Data Protection Legislation.

“**Data Protection Legislation**”: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) (the (“**GDPR**”)); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

“**Shared Personal Data**”: the name, email address, telephone number, and employment position of investors and/or analysts.

1. Shared Personal Data

- 1.1. This Agreement sets out the framework for you to share the Shared Personal Data with IR Media.
- 1.2. The parties will be independent data controllers in respect of the Shared Personal Data.
- 1.3. IR Media agrees only to use the Shared Personal Data for the purpose of contacting the data subjects that are the subject of the Shared Personal Data (“**Data Subjects**”) in order to request that they participate in surveys IR Media carries out in connection with investor relations (“**Agreed Purpose**”). IR Media will use the Shared Personal Data to contact the Data Subjects by email or telephone.
- 1.4. Special categories of personal data will not be shared between the parties.

2. Compliance with Data Protection Legislation

Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 2 is in addition to, and does not relieve, remove or replace, a party’s obligations or rights under the Data Protection Legislation.

3. Lawful, fair and transparent processing

- 3.1. IR Media shall ensure that it processes the Shared Personal Data fairly and lawfully during the term of this

Agreement.

- 3.2. IR Media shall ensure that it has legitimate grounds under the Data Protection Legislation for the processing of Shared Personal Data.
- 3.3. IR Media shall, in respect of the Shared Personal Data, ensure that it provides clear and sufficient information to the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their personal data, the legal basis for such purposes and such other information as is required by Article 13 of the GDPR.
- 3.4. You confirm that you are entitled to provide the Shared Personal Data to IR Media and have legitimate grounds under the Data Protection Legislation in order to do so.

4. Data subjects' rights

The parties each agree to provide such assistance as is reasonably required to enable the other party to comply with requests from Data Subjects to exercise their rights under the Data Protection Legislation within the time limits imposed by the Data Protection Legislation.

5. Data retention and deletion

IR Media shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes unless the Data Subjects agree to participate in IR Media's surveys, in which case IR Media will retain and process that Data Subject's personal data in accordance with its own data retention policies but in any event for no longer than is necessary to achieve the desired purpose and always in accordance with any statutory or professional retention periods that may apply.

6. Data transfers

- 6.1. For the purposes of this clause, transfers of personal data shall mean any sharing of personal data by IR Media with a third party, and shall include, but not be limited to, the following:
 - 6.1.1. subcontracting the processing of Shared Personal Data;
 - 6.1.2. granting a third party controller access to the Shared Personal Data.
- 6.2. If IR Media appoints a third party processor to process the Shared Personal Data it shall comply with Article 28 and Article 30 of the GDPR.
- 6.3. IR Media shall not disclose or transfer Shared Personal Data outside the EEA.

7. Security

- 7.1. IR Media shall have in place throughout the term of the Agreement appropriate technical and organisational security measures to:
 - 7.1.1. prevent unauthorised or unlawful processing of the Shared Personal Data and the accidental loss or destruction of, or damage to, the Shared Personal Data; and
 - 7.1.2. ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Shared Personal Data to be protected.
- 7.2. IR Media shall keep such security measures under review and shall carry out such updates as are appropriate throughout the Term.
- 7.3. IR Media will ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the technical and organisational security measures it has implemented in accordance with clause 7.1 together with any other applicable national data protection laws and guidance, and have entered into confidentiality agreements relating to the processing of Shared Personal Data.

7.4. The level, content and regularity of training referred to in clause 7.3 shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and processing of the Shared Personal Data.

8. Assistance

IR Media shall:

- 8.1. notify you without undue delay after becoming aware of a personal data breach affecting the Shared Personal Data, in which case IR Media shall provide reasonable assistance to you in relation to remediating the personal data breach and complying with any related obligations under Data Protection Legislation;
- 8.2. provide reasonable assistance to you in the event of any complaint, request or communication from a supervisory authority or Data Subject alleging non-compliance with Data Protection Legislation as a result of the sharing carried out under this Agreement;
- 8.3. provide reasonable assistance requested by you in relation to compliance with any obligations under Data Protection Legislation in respect of personal data shared under this Agreement; and
- 8.4. provide reasonable assistance to you on request in relation to any requests you receive from Data Subjects in relation to exercising their rights under Data Protection Legislation.

9. Duration

This Agreement will remain in full force and effect until the later of:

- 9.1. IR Media no longer possessing personal data that you have disclosed to it; or
- 9.2. three years after you last provided personal data to IR Media.

10. Governing Law and Jurisdiction

- 10.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 10.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims), arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME OF DIRECTOR] for
and on behalf of **IR Media Group
Limited**

.....
Director

Signed by [NAME OF DIRECTOR] for
and on behalf of **[NAME OF
COMPANY]**

.....
Director