



Data Sharing Agreement

数据共享协议

(between YingJiaoYi and MyHero Ltd.)
(盈交易与 MyHero 有限公司签订)

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1. Introduction

1. 引言

This agreement governs the arrangements between ayondo markets Limited ('YingJiaoYi') and MyHero Ltd. ('the Introducer') for the sharing of YingJiaoYi's Client's personal information ('the Information') with the Introducer, and sets out the purposes for which that Information may be used.

此协议管理 ayondo markets Limited (“盈交易”) 与 MyHero 有限公司 (介绍人) 之间的所有协议，与介绍人共享盈交易的客户个人信息 (“信息”)，并设置使用信息的目标。

2. Use of Information

2. 信息的使用

2.1 The Introducer will use the Information for the following purposes only:

2.1 介绍人仅能将信息用于以下目的:

2.1.1 Analysing and reporting customer trading behaviour; and

2.1.1 分析与报告客户交易行为; 及

2.1.2 Sales and Marketing.

2.1.2 销售和市场营销

3. Information to be Shared

3. 可共享的信息

3.1 YingJiaoYi shall permit the Introducer access to the Information through the following:

3.1 盈交易应同意介绍人通过以下方式访问信息:

3.1.1 Client on-boarding documentation; and

3.1.1 客户入职培训文件; 及

3.1.2 YingJiaoYi's proprietary technology.

3.1.2 盈交易的专利技术。

3.2 No sensitive personal data, deemed to be so by YingJiaoYi, will be transferred between YingJiaoYi and the Introducer.

3.2 盈交易认为敏感的个人数据不可在盈交易与介绍人之间传递。



4. Information Transmission

4. 信息传递

- 4.1 The Information will be provided via regular secure electronic transfer using the latest security measures, in full compliance of, and to ensure the eight Data Protection Act 1998 principles are met.
- 4.1 信息将使用最新安全措施通过定期安全电子转移进行提供，符合并保证遵守 1998 年《数据保护法》的规定。
- 4.2 The transfer will ensure that each party, and any data processor that each party uses, will hold up-to-date information at that time and ensure that the details of any clients who opt out of the data sharing are not processed.
- 4.2 传递将保证各方及各方使用的数据处理机在当时持有最新信息，保证对客户的过期信息不进行处理。

5. Conditions Precedent for Use and Process of the Information

5. 使用条件先例和信息处理

5.1 Prior to any use of the Information, each party shall ensure:

5.1 信息使用前，各方应保证

5.1.1 full compliance with YingJiaoYi's Data Protection Policy and Terms and Conditions; and

5.1.1 完全遵守盈交易的数据保护政策与条款和条件；及

5.1.2 full compliance with the Data Protection Act 1998 generally.

5.1.2 完全遵守 1998 年《数据保护法》；

6. Confidentiality

6. 机密性

6.1 The Introducer shall keep the Information confidential and shall not:

6.1 介绍人应对信息保密，不得：

a) use any Confidential Information except for those purposes as set out in clause 2; or

a) 除第 2 条所规定的目的外，使用保密信息；或

b) disclose any Confidential Information in whole or in part to any third party except without both the Client's and YingJiaoYi's express written authority.

b) 无客户与盈交易的书面授权，向第三方全部或部分披露保密信息。

6.2 The Introducer shall procure that each and all of its employees shall comply with this Agreement.

6.2 介绍人应保证其所有员工遵守此协议。



7. Restrictions on the use of Information

7. 信息使用限制

7.1 The Information used by the Introducer shall not be passed to any third party without the Client's express written consent except under the following conditions:

7.1 除以下条件外，无客户书面同意的情况下，介绍人使用的信息不得向第三方传递。

7.1.1 where the information is released to a data processor to host the Introducer's website, and the Introducer shall accordingly ensure that the data processor is contractually:

7.1.1 如果将信息发布到介绍人网站主机的数据处理器上，该介绍人应确保数据处理器：

7.1.1.1 restricted from using the data for any other purposes other than given in clause 2; and

7.1.1.1 不得将数据用于除第 2 条中福鼎目的以外的任何其他目的；及

7.1.1.2 obliged to comply with the conditions in clause 6.

7.1.1.2 有义务遵守第 6 条中的条件。

7.2 The Information shared between the parties shall not, without the express written consent of the Clients, be used for the purpose of marketing services provided by third party organisations.

7.2 无客户书面同意的情况下，各方共享的数据不得用于第三方组织提供的营销服务。

8. Client opt out rights

8. 客户选择权

8.1 The following Client opt out rights shall apply:

8.1 以下为应使用的客户选择权：

8.1.1 If a Client notifies either party that they object to the Information being shared with that party, but provided that such objection is in respect of the use of the Information for marketing purposes, then the Information will no longer be included in the transfer of information.

8.1.1 如果客户通知一方拒绝与其共享信息，但被证明拒绝是因为出于市场营销目的使用信息，那么该信息将不在包含于信息传递中。

8.1.2 Each party shall maintain a readily accessible and easy-to-use mechanism for clients to opt out of having the information being processed by either party for marketing purposes at any time.

8.1.2 各方应维持易于访问和使用的机制，使客户可随时选择信息由任一方进行处理用于营销。



9. Retention of information

9. 信息的保留

9.1 The Introducer will ensure that it adheres to YingJiaoYi's records retention policies in respect of the Information.

9.1 介绍人将保证遵守盈交易关于信息的记录保留政策。

10. Review and publication

10. 审查与发布

10.1 This agreement is to be reviewed annually or on any material change.

10.1 该协议每年或出现任何材料变更时进行审查。

10.2 This agreement will be published and made available on both parties' websites, and shall further be linked to YingJiaoYi's application process which shall require the Client's consent in applying for a new account.

10.2 该协议将发布在各方的网站上，并链接到盈交易的应用进程上，申请新账户要求客户的同意。

11. Jurisdiction

11. 司法管辖

11.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

11.1 本协议以及任何由本协议或其标的物或构成产生的或与之相关的争议或索赔（包括非合同的争议或索赔）都属英国法律管辖且依据英国法律进行解释，协议各方不可撤销地服从英格兰和威尔士法庭的专属管辖。