

DATA PROTECTION POLICY

Context

- On 25th May 2018, the EU-wide General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR) comes into effect.
- The territorial scope and applicability of the GDPR is significantly broader than the provisions of the Data Protection Acts of 1988 and 2003.
- Energy Broking Ireland's (EBI) data protection policy set out below is designed to be compliant with the requirements of the GDPR.

EBI's Data Protection Policy

- EBI agrees declares and confirms that, in respect of all Protected Data, the Trading Party is the Controller and the EBI is the Processor.
 - EBI hereby undertakes to the Trading Party that where Processing of Protected Data is carried out by the EBI on behalf of the Trading Party, EBI
 - shall Process such Protected Data only in accordance with the Trading Party's documented instructions, unless otherwise required by law;
 - where required by law to Process Protected Data otherwise than in accordance with the Trading Party's documented instructions, shall notify the Trading Party of such requirement prior to such Processing taking place (unless prohibited by law from doing so);
 - shall notify the Trading Party where EBI believes that compliance with an instruction from the Trading Party would cause EBI to be in breach of any law;
 - shall ensure that all officers, employees, agents, subcontractors and other persons Processing Protected Data on behalf of EBI:
 - shall have signed agreements requiring them to keep the Protected Data confidential
 - shall be made aware of EBI's data protection obligations under this Agreement
 - shall have received appropriate data protection training (such training to be regularly updated).
 - EBI shall not export or Process any Protected Data outside the European Economic Area without the Trading Party's prior written consent. If the Trading Party so requires as a condition of such consent, EBI shall, and shall procure that any relevant third party shall, enter into a Model Contract with the Trading Party prior to the export or Processing of

Protected Data outside of the European Economic Area.

- EBI shall provide reasonable assistance to the Trading Party in complying with the Trading Party's obligations under the DPA, including:
 - ensuring the security of Processing;
 - responding to requests for information from Data Subjects;
 - preparation of data privacy impact assessments;
 - consultation with the Supervisory Authority in relation to high risk Processing; and
 - notification of Data Breaches to the Supervisory Authority and/or to Data Subjects.

- EBI shall not subcontract or outsource any Processing of Protected Data ("Sub-Processing") to any third party ("Sub-Processor") without the Trading Party's consent. Where the Trading Party grants consent to any Sub-Processing, the EBI shall:
 - before any such Sub-Processing takes place:
 - enter into a binding written contract with the Sub-Processor imposing the same data protection obligations on the Sub-Processor as are contained in this Agreement and which contains an absolute prohibition against further Sub-Processing; and
 - comply with any other conditions as the Trading Party may require in its absolute discretion.
 - adequately monitor the Sub-Processor in its compliance with its data protection obligations in relation to the Sub-Processing
 - at the request of the Trading Party take such action as shall be necessary to enforce the Sub-Processor's data protection obligations.

- All Data Breaches shall be reported to the Trading Party within 12 hours of the EBI becoming aware of the incident. Where any data breach is not reported within such time, EBI shall provide the Trading Party with a written statement of the reasons for the delay. EBI shall provide such further details in relation to any Data Breach as the Trading Party may reasonably require within 24 hours of request.

- EBI shall maintain complete, accurate and up to date written records of all categories of Processing activities carried out on behalf of the Trading Party containing such information as required under the DPA and any other information the Trading Party reasonably requires ("**Processing Records**"), and shall make available to the Trading Party on request in a timely manner such information (including the Processing Records) as is reasonably required by the Trading Party to demonstrate compliance by EBI with its obligations under the DPA, which the Customer may disclose to the Supervisory Authority or any other relevant Regulatory Authority.

- EBI shall allow for and contribute to audits, including inspections, conducted by the Trading Party or another auditor mandated by the Trading Party, for the purpose of demonstrating

the EBI's compliance with its obligations under the DPA, subject to the Trading Party giving EBI reasonable prior notice of such audit and/or inspection, ensuring that any auditor is subject to binding obligations of confidentiality and that such audit or inspection is undertaken so as not to cause undue disruption to the conduct of the EBI's business.

Definitions used in the context of this Data Protection Policy, shall have the following meanings:-

"Controller" has the meaning given to "data controller" in the DPA and "controller" in the GDPR;

"Data Breach" means a breach of security leading to the accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure, or access, of or to any Protected Data;

"Data Subject" means an identified or identifiable natural person;

"DPA" means the Data Protection Acts, 1988 and 2003 and any other statute, statutory instrument, rule, order, directive, or regulation, of any competent national or supranational authority relating to the protection of Personal Data or the privacy of individuals (including but without limitation the GDPR with effect from the date or dates that it becomes directly effective in Ireland);

"GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679) and any primary or secondary legislation enacted pursuant to or in the exercise of any rights obligations or options conferred on Ireland by the said Regulation;

"Model Contract" shall mean any one (at the Trading Party's election) of the forms of contract approved by the European Commission under Decision 2001/497/EC, Decision C (2004) 5721 or Decision C (2010) 593 or any amended or additional forms of contract approved by any subsequent decision of the European Commission;

"Personal Data" shall have the meaning given to it in the DPA;

"Processing" shall have the meaning given to it under the DPA, and "Process" and "Processed" shall be construed accordingly;

"Processor" has the meaning given to "data processor" in the DPA and "processor" in the GDPR;

"Protected Data" means all Personal Data received or Processed by the EBI in the course of the performance of a broking service to the Trading Party;

"Trading Party" means a company which has signed an agreement with EBI for the provision of a broking service on EBI's broker/trading platform.

EBI Data Protection Procedures

In the event any EBI employee becomes aware of a breach of a potential breach of the confidentiality of Protected Data, such employee shall bring the circumstances of such breach or potential breach promptly to the attention of the EBI Director of Compliance.

Where it is determined that it is required, the EBI Director of Compliance shall forthwith bring any such breach or potential breach to the attention of the appropriate Data Protection Authorities, in accordance with the provisions of the legislation.