



TISA Exchange Limited

PRIVACY POLICY

Version Number	Date
1.0	4 April 2012
2.0	6 April 2017

TISA EXCHANGE LIMITED

PRIVACY POLICY

1. INTRODUCTION

1.1 This privacy policy (the "**Privacy Policy**") sets out the Personal Data which TISA Exchange Limited ("**TeX**") will collect in relation to a Member's representatives and how TeX will use, store and process that Personal Data. It is to be read in conjunction with the rest of the Membership Agreement, including the Glossary and the principles of interpretation set out in Clause 2 of the By-laws.

1.2 In this Privacy Policy:

1.2.1 capitalised terms have the meanings given to them in the Glossary; and

1.2.2 the terms "Personal Data", "controller", "processor" and "data subject" have the meanings given in the directive on the protection of individuals with regard to the processing of personal data and on the free movement of such data (95/46/EC dated 24 October 1995).

1.3 TeX may modify this Privacy Policy from time to time. TeX will notify Members of any changes to this Privacy Policy by posting details on the TeX Website or by email to each Member's Relationship Manager. Each Member and its Member Representatives should check the TeX Website periodically for any changes.

1.4 In this Privacy Policy "**Member Representatives**" in relation to each Member means:

1.4.1 such Member's Relationship Manager; and

1.4.2 the corporate representative appointed by such Member which is not an individual (whether or not this corporate representative is the same person as the Relationship Manager for such Member) appointed pursuant to Paragraph 26.1 of the Articles of Association; and

1.4.3 the representatives of such Member's operational team and senior management to whom Disputes will be referred pursuant to Clause 13.5 of the By-laws (whether or not the representative of the operational team is the same person as the Relationship Manager or corporate representative for such Member); and

1.4.4 any other individual representative of such Member, whether nominated as a second contact and/or responsible for any day-to day technical or other issues in relation to the Contract Club or otherwise howsoever; and

1.4.5 any individual agent for such Member with whom TeX or any other Member is expected to deal, as envisaged by Clause 6.1.1(i) of the By-laws.

1.5 For the purposes of the Data Protection Act 1998 (the "**DPA**"), the controller for Personal Data relating to Member Representatives is TeX.

2. COLLECTION OF PERSONAL DATA

2.1 TeX will collect Personal Data in relation to each of the Member Representatives, such as the name, address, telephone, facsimile and email contact details for each Member Representative, for use by TeX and/or other Members for the TeX Purposes (as defined in Paragraph 3.1). Each Member will promptly update TeX on any changes to the Personal Data in relation to its Member Representatives notified to TeX, in accordance with Clause 6.2 of the By-laws.

- 2.2 Each Member must obtain all necessary authority from each of its Member Representatives for the communication of the relevant Personal Data relating to such Member Representative to TeX for use in accordance with this Privacy Policy (as amended from time to time in accordance with its terms), and undertakes to keep each of its Member Representatives informed as to how their Personal Data may be used.
- 2.3 TeX does not require any "sensitive" Personal Data for the Purposes, and accordingly requests each Member not to communicate (and to procure that none of its Member Representatives communicate) to TeX any personal details revealing racial or ethnic origin, political opinions, religious or similar beliefs, membership of any trade union, physical or mental health or condition, sexual life, commission (or alleged commission) of any offence or proceedings for any offence committed (or alleged to have been committed) by such Member Representative or the disposal of such proceedings or sentence in such proceedings. If any Member (or any of its Member Representatives) nevertheless communicates any such sensitive Personal Data to TeX, such Member agrees (and will procure that its relevant Member Representative agrees) that TeX may process such Personal Data for the TeX Purposes.
- 2.4 TeX may monitor or record any communications with any Member Representative to improve its services and/or for security and/or regulatory purposes.
- 2.5 TeX may make recordings of meetings, which shall involve the collection of personal data about those who have attended the meeting (including any expression of opinion) and about any third parties about whom an opinion is expressed. This is being carried out for the purposes of ensuring minutes are accurate and to verify the accuracy of what has been said at meetings. TeX will permit the Chair and Deputy Chair to access the recordings for these purposes or where required for legal reasons or regulatory purposes. TeX will retain the recordings for a period of 6 months (subject to any open matter/ ongoing investigation, litigation or audit that requires a specific recording to be retained for longer).
- 2.6 If any person's application to become a Member of the Contract Club is rejected, TeX may retain for not more than 6 months or such longer period as is necessary any Personal Data relating to any individual who would have been a Member Representative had the application been successful.

3. **TEX'S USE OF PERSONAL DATA**

- 3.1 TeX will process Personal Data in relation to each Member Representative for the following purposes (together the "**TeX Purposes**"):
- 3.1.1 maintenance of details of each Member Representative in the Register of Members as required by the Bylaws;
 - 3.1.2 giving notice to each Member of notices required or permitted to be given pursuant to the Membership Agreement;
 - 3.1.3 organisation of events open to Members (and/or events open to any classes of Members) and distribution of newsletters and other communications to Members (and/or any classes of Members); and
 - 3.1.4 as otherwise required for the proper operation of the Contract Club in accordance with the Membership Agreement,

and, except as provided in Paragraph 3.3, will not use any Personal Data relating to a Member Representative for any other reason without the prior consent of such Member Representative.

- 3.2 Each Member acknowledges and agrees that the other Members will have the right to access and use for the purposes of the operation of the Contract Club (including resolution of Disputes in accordance with the escalation process in Clause 13.5 of the By-laws, and to give notice to any other Member in accordance with the Membership Agreement) any and all data relating to its Member Representatives contained in the Register of Members.
- 3.3 TeX will not share any Personal Data relating to any Member Representative with anyone except that TeX may disclose such Personal Data:
 - 3.3.1 to other Members in accordance with the Membership Agreement;
 - 3.3.2 to third parties for administrative reasons, for example TeX's advisers and third parties providing services to TeX. Before sharing Personal Data with any such third party, TeX will require such third party to undertake to process such Personal Data only in accordance with TeX's instructions and to provide guarantees in respect of the technical and organisational security measures protecting its data processing activities; and/or
 - 3.3.3 where there is a legitimate reason for disclosure or obligation to disclose, such as a Court order or to a Regulator, or to bring or defend legal proceedings.

4. **TRANSFER OUTSIDE THE EUROPEAN ECONOMIC AREA**

TeX will not transfer, process or store Personal Data relating to any Member Representative in a country outside the EEA unless:

- 4.1 there has been a finding by the European Commission that such country ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of Personal Data transferred to such country;
- 4.2 TeX has first put in place the EU Standard Contractual Clauses for the transfer of Personal Data to controllers or processors (as appropriate) established outside the EEA; or
- 4.3 TeX has first put in place appropriate measures to ensure that such Personal Data is adequately protected by such other method as may be agreed from time to time by the Members affected by the proposed transfer (each Member acting on behalf of its Member Representatives) and TeX.

5. **RIGHTS OF DATA SUBJECTS**

- 5.1 Each Member Representative has the right to request access to the Personal Data held about him. As a data subject, each Member Representative has the right to ask TeX for a copy of the Personal Data about such Member Representative held by TeX, and to ask for any inaccuracies to be corrected.
- 5.2 To access Personal Data which might be held about him by TeX, each Member Representative should make a request in writing to TeX's Company Secretary at Dakota House, 25 Falcon Court, Preston Town Industrial Estate, Stockton-on-Tees, TS18 3TY, UK.

6. **SALE OF TEX'S BUSINESS**

In the unlikely event that any or all of the operations of TeX are sold or otherwise transferred to another entity (the "**Transferee**"), the Personal Data relating to each Member Representative may be transferred to the Transferee for its continued use, storage and processing in accordance with this Privacy Policy.

7. **FURTHER INFORMATION**

If any Member, or any Member Representative, has any queries in relation to this Privacy Policy, such Member or such Member Representative (as appropriate) should contact the TeX Company Secretary on 0044 (0)1642 666989 or at the address set out in Paragraph 5.2.