Data Sharing Agreement

Controller-to-controller sharing with investors, partners and introducers

Novos Ventures · novosventures.com · hello@novosventures.com

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This agreement is made on [date] between Truway Sunergy Ltd, trading as Novos Ventures, a company registered in Ireland (CRO No. 577016), whose registered office is at [registered office address] ("Novos Ventures", "we", "us"); and [Recipient legal name], [registration number], of [address] (the "Recipient"). Each acts as an independent controller.

1. Purpose and scope

1.1 Novos Ventures shares personal data with the Recipient only for: [evaluating an investment opportunity / delivering a joint programme / following up a referral - specify] (the "Purpose").

1.2 Data subjects: founders, directors, employees and contacts of client companies and programme participants.

1.3 Data: names, contact details, roles, biographies and information contained in pitch materials and applications. No special category or criminal offence data will be shared [unless agreed in writing].

1.4 Sharing direction: [one way from Novos Ventures / both ways].

2. Lawful basis and transparency

2.1 Each party is responsible for having a lawful basis under Article 6 GDPR for its own processing. Novos Ventures will share data with the consent of the client company and, where needed, of the individuals concerned, and its Privacy Policy explains this sharing.

2.2 The Recipient will provide any information required by Article 14 GDPR to data subjects where applicable.

3. Recipient obligations

3.1 Use the data only for the Purpose and not for marketing, profiling or any other purpose without a separate lawful basis.

3.2 Not share the data with any third party except its professional advisers bound by confidentiality, or as required by law.

3.3 Keep the data secure with appropriate technical and organisational measures and limit access to people who need it.

3.4 Not transfer the data outside the EEA without appropriate safeguards under Chapter V GDPR.

3.5 Keep the data only as long as needed for the Purpose, and delete it within [__] days after the Purpose ends or on request.

4. Data subject rights and breaches

4.1 Each party handles requests from data subjects about its own processing, and will forward to the other party, without undue delay, any request that relates to the other party's processing.

4.2 Each party will notify the other without undue delay of a personal data breach affecting the shared data, and will cooperate to manage it.

5. Liability

5.1 Each party is responsible for its own compliance with data protection law and for claims arising from its own breach of this agreement.

6. Term

6.1 This agreement lasts for as long as the Recipient holds the shared data.

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7. General

7.1 Entire agreement. This document (with any schedule or order form) is the whole agreement between the parties on its subject and replaces any earlier discussions.

7.2 Changes. Any change must be agreed in writing (email is enough) by both parties.

7.3 Assignment. Neither party may transfer this agreement without the other party's written consent, which will not be unreasonably withheld.

7.4 Notices. Notices must be in writing and sent by email to the address given by each party (for Novos Ventures: hello@novosventures.com) or by post to the registered office.

7.5 Severability. If any part of this agreement is found invalid, the rest remains in force.

7.6 No partnership. Nothing in this agreement creates a partnership, joint venture or employment relationship.

7.7 Third parties. No one other than the parties has any right to enforce this agreement.

7.8 Counterparts and e-signature. This agreement may be signed electronically and in counterparts.

7.9 Governing law. This agreement is governed by the laws of Ireland and the courts of Ireland have exclusive jurisdiction.

Signed for and on behalf of
Truway Sunergy Ltd t/a Novos Ventures

Signature: _____
Name: _____
Title: _____
Date: _____

Signed for and on behalf of
[Recipient legal name]

Signature: _____
Name: _____
Title: _____
Date: _____

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