

Data Processing Addendum – Sycurio Limited

This Data Processing Addendum (“**DPA**”) applies with respect to personal data which is collected, stored, transported or otherwise processed by Sycurio in the provision of its software solutions and professional services and may be incorporated by reference into the terms pursuant to which the Products are provided (for the purposes of this Addendum, the “**Agreement**”).

1. Definitions:

In this DPA the following definitions apply without prejudice to any definition assigned to them in the Agreement:

- 1.1 “**Applicable Laws**” means all applicable laws, statutes and regulations from time to time in force concerning the Products and professional services being provided by this Agreement;
- 1.2 “**Data Protection Legislation**” means the data protection legislation applicable to the processing of personal data pursuant to the Agreement;
- 1.3 “**End User**” means an end customer of the Partner, or end customer of an End User who submits their payment details using a Product;
- 1.4 “**Partner**” means the party or parties to the Agreement with Sycurio which incorporates this DPA;
- 1.5 “**PCI DSS**” means the Payment Card Industry Data Security Standards issued by the PCI Security Standards Council LLC as amended from time to time; and
- 1.6 “**Product(s)**” means the products and services provided by Sycurio which are the subject of the Agreement.

2. Data Processing Terms

- 2.1 Where Sycurio is processing personal data on behalf of the Partner or an End User, the parties acknowledge and agree that in respect of the Partner and End, the party providing the personal data is its respective controller and Sycurio is the processor for the purposes of the Data Protection Legislation.
- 2.2 Both Sycurio and the Partner warrant that they shall comply with all applicable requirements under the Data Protection Legislation.
- 2.3 Both Sycurio and the Partner have identified the nature and types of personal data being processed by Sycurio in respect of the Products and acknowledge that clause 3 is an accurate reflection of the personal data being processed.
- 2.4 To the extent that the performance of Sycurio's obligations, and any supporting and/or ancillary activities under the Agreement involves processing personal data on behalf of the Partner or an End User, Sycurio acknowledges and agrees that as processor it shall:
 - a) process the personal data only to the extent necessary for the purposes of performing its obligations under the Agreement and otherwise in accordance with the controller's reasonable and lawfully documented instructions and Applicable Laws;

- b) take reasonable steps to ensure that, in addition to any confidentiality provisions in the Agreement, all personnel who have access to and/or process personal data are obliged to keep the personal data confidential and limit access to personal data to those of its employees who have a need to be familiar with it;
- c) have at all times during the term of the Agreement, taking into account the nature of the processing, appropriate industry standard technical and organizational measures in place to process such data;
- d) provide a necessary level of security to protect any personal data against unauthorized or unlawful processing and against accidental loss, alteration, destruction or damage;
- e) assist the controller, where reasonably requested (and at Partner's cost) and to the extent possible, with fulfilling the controller's obligations to respond to requests from a data subject for access to, rectification, erasure or portability of, or for restriction of, or objections to, the processing of, that data subject's personal data;
- f) assist the controller, where reasonably requested by the controller (and at the Partner's cost) and to the extent possible, with the controller's compliance obligations in respect of security of personal data, notifications of breaches of Data Protection Legislation to supervisory authorities, communications of breaches of Data Protection Legislation to data subjects, the carrying out of data protection impact assessments and any consultations with supervisory authorities or regulators;
- g) cease processing the personal data in connection with this Agreement, upon request of the controller, or on the termination or expiration of the Agreement and, at the controller's election (and at their cost), delete or return all personal data to the controller and delete all existing copies unless Applicable Laws require their retention, and certify such return/destruction within a timeframe reasonably requested by controller;
- h) make available to the Partner information reasonably necessary to demonstrate compliance with the obligations set out in this Clause 2.4, and where requested by the Partner (and at the Partner's cost), allow for and reasonably assist with audits, including inspections, conducted by the Partner or its representative; and
- i) on reasonable written notice, provide the Partner with all reasonable assistance and information required by the Partner to satisfy the Partner's record keeping obligations under the Data Protection Legislation and, at the Partner's reasonable request, adhere to any applicable code of conduct or certification method approved under the Data Protection Legislation.

2.5 Partner acknowledges and agrees that Sycurio may engage third party sub-processors in connection with the processing of personal data and in order to meet its obligations under the Agreement from time to time. In such circumstances the Partner hereby authorizes or shall procure that any End User controller authorizes Sycurio to engage with such third party sub-processors, and in respect of Sycurio's use of sub-processors:

- (a) Sycurio will notify the Partner of the identity of the sub-processor and any intended changes to either the identity of the sub-processor or the terms that apply to the sub-processing;

- (b) within twenty (20) Business Days of Sycurio's notification, the Partner can object to the intended changes on the basis such changes place Sycurio in breach of Data Protection Legislation and/or applicable laws, or informing Sycurio that the relevant controller has such an objection, by providing notice in writing to Sycurio setting out in detail the specific reasons for its objection;
- (c) where a controller legitimately objects to an intended change of sub-processor within the period in Clause 2.5(b) and Sycurio cannot reasonably accommodate the controller's objection, Sycurio will notify the Partner and the Partner may terminate this EULA by providing Sycurio with written notice within one (1) month of Sycurio's notice of the intended change;
- (d) Sycurio shall remain fully liable under this DPA for the acts and omissions of a sub-processor; and
- (e) Sycurio shall ensure that such sub-processor is subject to a written agreement containing data processing obligations no less onerous than those set out in this DPA and that such agreement will meet the requirements of the Data Protection Legislation.

2.6 Sycurio shall, without undue delay after having become aware, notify the Partner of a breach of any of Sycurio's obligations in this Clause 2, including any security breach related to personal data or any loss of, any unauthorized access to, or unauthorized use or disclosure of the personal data to which this Clause 2 applies and shall immediately take such steps consistent with good industry practice to mitigate the detrimental effects of any such incident on the data subjects and co-operate with the Partner in dealing with such incident and its consequences and in investigating and remedying the breach.

2.7 Sycurio agrees that:

- a) as between Sycurio and Partner, all personal data is, and will remain, the exclusive property of Partner or the applicable End User;
- b) it will advise its employees receiving personal data of the obligations of Sycurio respecting confidentiality that are contained in the Agreement;
- c) it will establish, implement and maintain adequate security measures to protect the security and confidentiality of personal data, including physical, technological and administrative measures;
- d) it shall not transfer any personal data internationally unless Sycurio has ensured that the receiving country is considered "adequate" as understood in the Data Protection Legislation or has put in place appropriate safeguards to ensure that the international transfer is in conformance with the Data Protection Legislation;
- e) it will permit representatives of Partner to review Sycurio's security measures and its processes in place for the movement, use and storage of personal data;
- f) if Sycurio is required or becomes compelled by a law or a judicial, regulatory or administrative order to disclose any personal data, it will, unless expressly prohibited by law, promptly (and in any event before complying with any such requirement) notify Partner in writing and reasonably cooperate with Partner at Partner's expense

in taking legally available steps to resist or limit the disclosure and to maintain confidentiality by the court or regulatory or administrative body.

- 2.8 If there is a change in applicable Data Protection Legislation such that Partner reasonably considers that the terms of this Agreement for the protection of personal data are or will be deficient, the parties will enter into good faith negotiations in an effort to cure any deficiency and agree to new or amended terms of this Agreement such that it is no longer deficient.
- 2.9 Sycurio agrees that its obligations under this DPA are in addition to, and not in substitution for, any other obligations respecting confidentiality or security that may be contained in the Agreement, and that such obligations will survive the termination or expiration of the Agreement or any renewal or extension thereof.

3. Personal Data

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| Subject matter | The subject matter of the processing of the Partner's and / or the End User's data as set out in the Agreement. |
| Duration of processing | The term of the Agreement. |
| Purpose of processing | The purpose for the processing of the personal data is to provide and maintain the Products to allow the Partner and / or End User to enter sensitive card payment details in accordance with PCI DSS. |
| Types of personal data | <ul style="list-style-type: none">• Name• Postal address• Email address• Phone number• Bank account details• Name on card• Date of birth• Credit or debit card number• Transaction details• Card verification code or value (CSC, CID, CVV2, CVC2, CVD, CVN2, CVE)• Expiry date• IP address |
| Data subjects | The Partner and / or the End Users. |