

The Parties acknowledge that either Party may act as the data controller and/or the data processor for the purposes of fulfilling their obligations under the present Agreement.

Definition:

"Data Protection Legislation": all applicable legislation to the protection of personal data, including the Regulation (EU) 2016/679, also known as "General Data Protection Regulation" or "GDPR";

Data Protection Agreement Terms

- 1.1 The Parties acknowledge and agree that they are the data controllers of the personal data that they provide to the other Party under this Agreement.
- 1.2 The Parties further agree that they are the data processors of the personal data that they receive from the other Party under this Agreement.
- 1.3 Each Party, while acting as a data processor, agrees and acknowledges that the other Party will determine the purposes and manner of the processing of the personal data of which it is a data controller, including for the purposes of:
 - 1.3.1 conducting risk management activities including fraud monitoring, prevention, detection and prosecution, as well as authentication and authorization management;
 - 1.3.2 conducting anti-money laundering, financial crime and other related screening checks;
 - 1.3.3 complying with any law or regulation that is applicable to it;
 - 1.3.4 assessing and/or mitigating financial, information security, sector, credit and insurance risks arising in connection with this Agreement;
 - 1.3.5 managing and/or performing the obligation under this Agreement and the relationships derived from it including but not limited to transmission of data including personal data in order to complete bookings; and
 - 1.3.6 meeting any of our legal or regulatory obligations whilst performing the obligation under this Agreement.
- 1.4 Each Party selects the other Party as its data processor by exercising its duties of due diligence and the obligations set out in clause 1.5 below.
- 1.5 Each Party, while acting as a data processor for the other Party, undertakes that it shall:
 - 1.5.1 comply with, and only process the relevant personal data in accordance with the documented instructions of the Party acting as data controller, as necessary to perform the relevant services or as otherwise agreed between the Parties;
 - 1.5.2 in delivering the services under this Agreement, employ only personnel who have committed themselves to confidentiality or are under an obligation of confidentiality;

- 1.5.3 ensure that the access to personal data shall be only authorized to those members of its staff or partners which by virtue of the nature of their working duties, are strictly necessary in order to provide the services agreed by this Agreement.
- 1.5.4 implement and maintain at all times the appropriate operational, managerial, physical, technical and organizational security measures in accordance with the GDPR to ensure a level of security appropriate to the risk and in order to protect the personal data and to prevent, and take prompt and proper remedial action against accidental, unauthorized or unlawful destruction, loss, alternation, disclosure or access;
- 1.5.5 subject to being generally authorized to engage such third parties as are strictly necessary to fulfil the obligation under this Agreement, not partly or entirely engage another processor without prior specific or general written authorization of the Party acting as data controller. If the Party acting as data processor is unsure whether authorization is required, it must take a cautionary approach and request authorization from the other Party as well as impose on the relevant processor any all obligations set forth in this Agreement by means of a corresponding contract or other legal binding act;
- 1.5.6 at the request of the Party acting as a data controller to the relevant personal data, return or destroy said personal data, except if required to store it under applicable law;
- 1.5.7 use personal data, only when necessary for the performance of the services under this Agreement. In any case, personal data provided by the Party acting as a data controller may not be used by said Party for its own purposes;
- 1.5.8 promptly notify the Party acting as a data controller when the Party acting as data processor or its staff find that the GDPR or other data protection applicable laws have been infringed as well as to assist the same in any and all obligations derived from Data Protection Legislation;
- 1.5.9 comply with the Data Protection Legislation and any other applicable guidelines that are applicable to it;
- 1.5.10 render all information necessary to demonstrate compliance with the obligations laid down in this Agreement as well as in EU or EU Member State data protection provisions, and shall ensure that the data controller can convince itself of the compliance with the technical and organizational measures taken by the data processor and other processors engaged by the data processor, if any, and allow for and contribute to audits, including inspections, conducted by the data controller or another auditor mandated by the data controller;
- 1.5.11 maintain a record of processing activities on behalf of the data controller in accordance with Article 30 of the GDPR;
- 1.5.12 at the request of the Party acting as a data controller, provide and cooperate with the same in any reasonable enquiries as to the Party's technical and organizational measures in relation to personal data that it processes;

- 1.5.13 promptly inform the Party acting as a data controller, and in any event within two (2) business days, of any inquiry or complaint received from data subjects or a competent Regulatory Authority relating to the services provided in this Agreement (including but not limited to requests of data subjects over any rights pertaining to their personal data) and will furnish all reasonable assistance to the Party acting as data controller to enable the same to respond to such inquiries or complaints and to meet applicable statutory or regulatory deadlines;
- 1.5.14 maintain the secrecy regarding personal data to which it has accessed under this Agreement;
- 1.5.15 exonerate the Party acting as data controller from liability, costs (including legal costs), loss, claim and other harmful effects arising from the infringement of its instructions, or of any laws, regulations or the contractual clauses;
- 1.5.16 not publish, disclose or divulge (and ensure that its personnel do not publish, disclose or divulge) any personal data to any third party unless permitted by this Agreement, necessary for the fulfilment of the same or required under applicable law;
- 1.5.17 when necessary, support the Party acting as data controller when it carries out a privacy impact assessment regarding certain data processing activities as well as when said Party consults the supervisory authority prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the data controller to mitigate the risk;
- 1.5.18 be audited at any time by the Party acting as data controller or another auditor mandated by the data controller in order to determine whether the data processor complies with the data controller's instructions or any other security measure to ensure the protection of personal data and information;
- 1.5.19 on the termination of the provision of relevant services and, in any case, no later than 14 (fourteen) working days after the termination, either destroy or arrange for the prompt and safe return of all the personal data provided and the documents or supporting materials thereof to the Party acting as data controller;
- 1.5.20 notwithstanding the above, store a copy of personal data processed and/or stored during the prescription periods of liabilities arising from the execution of the agreed services. In this case, the data processor warrants it will not process or disclose the Personal Data unless the data processor is required to make data available to Public Administration, Judges and Courts during the referred prescription periods.
- 1.5.21 in the event that it becomes aware of a security breach, compromise, or theft leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any personal data: (i) promptly notify the Party acting as a data controller of the circumstances and scope of such an event once known; (ii) dedicate appropriate resources to investigating; (iii) take appropriate steps to mitigate the scope of such an event and the damage, loss, and other negative consequence thereof; (iv) reasonably liaise with the Party acting as data

controller in resolution of the incident; and (v) take any and all measures as required by Data Protection Legislation;

- 1.5.22 ensure that the processing of the personal data carried out by said Party takes place in the countries necessary in order to meet the obligations for the provision of the services set out in the Agreement or otherwise with the data controller's prior written approval and then only on such terms as the data controller may reasonably require. Any other transfer into a third country is subject to the prior consent of the data controller and may only be effected when the special requirements for such transfers are met and the data controller shall ensure that requirements in Data Protection Legislation relating to international data transfers are met before any such transfer. This may include a requirement for the Parties to enter into the EU Model Contract Clauses ("Model Clauses") for the transfer of personal data to third countries prior to any such transfer. For the purposes of this Agreement, the data controller agrees that the Personal Data may be transferred to or processed outside the EEA subject to a separate agreement based on the Model Clauses or such other measures as may be required to ensure compliance with Data Protection Legislation.
- 1.6 The foregoing notwithstanding, if the Party acting as data processor is of the opinion that an instruction of the Party acting as data controller infringes any EU or EU Member State data protection provisions, the Party acting as data processor shall point that out to the other Party in writing without delay. In case of proven infringements, the Party acting as data processor is entitled to suspend the performance of the respective instruction.
- 1.7 Each Party, while acting as data controller, undertakes that it shall:
 - 1.7.1 provide the other Party with personal data needed for carrying out the services agreed;
 - 1.7.2 ensure compliance with the GDPR and other personal data protection local laws previously and during the processing carried out by the data processor;
 - 1.7.3 monitor the processing of personal data;
 - 1.7.4 ensure that, in respect of all personal data provided to the other Party under this Agreement, and in respect of the use of such personal data under this Agreement, all necessary fair processing notices have been provided to and consents obtained from data subjects by the Party acting as data controller, and all necessary steps have been taken to ensure that such personal data has been gathered and processed in accordance with the principles set out in the Data Protection Legislation, including in particular those relating to (i) lawful, fair and transparent processing; (ii) specified, legitimate and explicit purposes; and (iii) adequate, relevant and not excessive processing.
- 1.8 Each Party, while acting as data controller, shall be entitled to demand the return of the data, documents and information left to the Party acting as data processor at any time and without stating any reasons, during the term of this Agreement.