

# PERSONAL DATA PROCESSING AGREEMENT

## 1. OVERVIEW

- 1.1 Parties complies with global data protection regulations and requires all own suppliers to verify their compliance. Whereas that Client has entered into Client Service Agreement to provide services involving the processing of Client personal data. The Company must certify its compliance with GDPR and other data protection regulations.

## 2. TERMS AND DEFINITIONS

- 2.1 **Personal Data** means any information disclosed by Client to the Company and/or collected by the Company pursuant to this Client Service Agreement relating to an identified or identifiable individual ("Data Subject"), including, without limitation, name, address, e-mail, telephone number, business contact information, date of birth, Social Security Number, credit or debit card number, bank account number, and any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic, cultural or social identity;
- 2.2 **Personal Data Processing** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
- 2.3 **Controller** means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the Personal Data Processing;
- 2.4 **Other Controller** means any entity other than Client that is controller of the Client personal data, such as Client's affiliated companies.
- 2.5 **Data Subject** is the identified or identifiable natural person the personal data is relating to.
- 2.6 **Personal Data Breach** means a suspected or actual breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.
- 2.7 **Processor** means the natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Controller;
- 2.8 **Subprocessor** means any Processor engaged (i) by the Processor or (ii) by Subprocessor of the Processor to process Personal Data on behalf and in accordance with the instructions of the Controller pursuant to this Client Service Agreement;
- 2.9 **Data Protection Law** means the GDPR and the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC, and as amended and replaced from time to time) and their national implementing legislations; the Swiss Federal Data Protection Act (as amended and replaced from time to time); the Monaco Data Protection Act (as amended and replaced from time to time); the UK Data Protection Act (as amended and replaced from time to time); and the Data Protection Acts of the European Economic Area ("EEA") countries (as amended and replaced from time to time);

- 2.10 **GDPR** means the EU General Data Protection Regulation.
- 2.11 **Europe** means the European Economic Area, Switzerland, Monaco and the United Kingdom.

### **3. ROLES OF THE PARTIES**

- 3.1 In the context of the Client Service Agreement, the Parties agree that Company acts as Processor acting on behalf of Client who act as Controllers.
- 3.2 Client appoints Company as Processor, or as Sub-Processor of Client's customers (in particular Cardholders), for the Personal Data Processing for the purpose of providing the Processing Service specified in Client Service Agreement. In that context, Client, as Controller, or Processor acting on behalf of its customers, has the sole and exclusive authority to determine the purposes and means of the Personal Data Processing that are disclosed to and collected by Company. Company will Process Personal Data only on behalf and for the benefit of Client, or of Client's customers, and only to carry out its obligations under this Client Service Agreement as implemented and to the extent required for execution of the Client Service Agreement.

### **4. PROCESSING**

- 4.1 This Personal Data Processing Agreement ("PDPA") applies if and to the extent supplier is processing Client personal data. Client appoints supplier as processor to process such Personal data.
- 4.2 Company will process Personal data for the sole purpose of providing a Processing Service to Client.
- 4.3 Company will comply with all Data Protection Laws in respect of the services applicable to processors and is responsible for the lawfulness of supplier's processing of Client personal data.

### **5. DATA SECURITY, SUBJECT RIGHTS AND REQUESTS**

- 5.1 Company will implement and maintain technical and organizational measure to ensure an appropriate level of security. Company shall regularly monitor its compliance with the respective technical and organizational measures.
- 5.2 To the extent permitted by law, Company will inform Client without undue delay of the requests from Data subjects exercising their Data Subject rights (e.g. rectification, deletion and blocking of data) addressed directly to Company regarding Personal data.

### **6. THIRD PARTY REQUESTS AND CONFIDENTIALITY**

- 6.1 Company will not disclose Client personal data to any third party, unless authorized by Client or required by mandatory law. If a government or supervisory authority demands access to Client personal data, supplier will notify Client prior to disclosure unless prohibited by law.

### **7. SUBPROCESSORS**

- 7.1 Company shall impose the same data protection obligations as set out in the PDPA on any Subprocessor, and ensure that the relevant obligations can be directly enforced by Subprocessors.
- 7.2 Company remains responsible for its Subprocessors and liable for their acts and omissions as for own acts and omissions and any references to Company's obligations, acts and omissions in the PDPA shall be construed as referring also to the Company's Subprocessors.

## **8. PERSONAL DATA BREACH**

- 8.1 Company will inform Client without undue delay of any suspected non-compliance with applicable Data Protection Laws or relevant contractual terms or in case of serious disruptions to operations or any other irregularities in the processing of the Client Personal Data. Company will promptly investigate and rectify any non-compliance as soon as possible and upon Client's request, provide Client will all information requested with regard to the suspected non-compliance.
- 8.2 Company will notify Client without undue delay (and in no event later than 24 hours) after becoming aware of a Personal Data Breach in respect of the Processing Service. Company will promptly investigate the Personal Data Breach and will provide Client with reasonable assistance to satisfy any legal obligations (including obligations to notify Supervisory Authorities or Data Subjects) of Client and/or Other Controllers in relation to the Personal Data Breach.

## **9. COMPLIANCE WITH EU DATA PROTECTION LAW**

- 9.1 Both Parties represent and warrant that they will comply with Data Protection Law when Processing Personal Data in the context of the execution of the PDPA.
- 9.2 Both parties have to notify each other when any law or legal requirement prevents them from fulfilling its obligations under this PDPA or Data Protection Law. In this situation, any Party is entitled to suspend the Personal Data Processing and to terminate any further Personal Data Processing and Client Service Agreement this PDPA concurrently, if doing so is required to comply with Data Protection Law.
- 9.3 Company agrees and warrants that it is prohibited from transferring Personal Data outside of Europe except if the Personal Data are transferred to a country which has been considered to provide an adequate level of protection under Data Protection Law or to a data recipient which has implemented adequate safeguards under Data Protection Law such as approved Binding Corporate Rules, Standard Contractual Clauses or the EU-U.S./Swiss-U.S. Privacy Shield Frameworks.

## **10. REPRESENTATIONS AND WARRANTIES OF COMPANY**

- 10.1 Company has implemented and maintains a comprehensive written information security program that complies with Data Protection Law, including appropriate technical and organizational measures to ensure a level of security appropriate to the risk.

## **11. THE COMPANY'S DPO**

- 11.1 Sushkevich Dan was appointed as Company's Data Protection Officer. Client's staff and customers may contact Company's DPO via e-mail: [privacy@payneteasy.com](mailto:privacy@payneteasy.com).