

## Schedule 1

### DATA PROCESSING ADDENDUM

#### 1. BACKGROUND

- 1.1 In accordance with clause 11 of the Agreement, this Data Processing Addendum ("**DPA**") sets out the basis on which the parties Process Customer Personal Data (as defined below).
- 1.2 In the event of a conflict between any of the provisions of this DPA and the remaining provisions of the Agreement, the provisions of this DPA shall prevail.
- 1.3 Both parties will comply with all applicable requirements of the Data Protection Laws (as defined below). This DPA is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws.
- 1.4 For the purposes of this DPA, the parties acknowledge that the Customer is the Controller (as defined below) and Fidel is the Processor (as defined below).

#### 2. DEFINITONS

- 2.1 Unless otherwise set out below, each capitalised term in this DPA shall have the meaning set out in clause 2 of the Agreement, and the following capitalised terms used in this DPA shall be defined as follows:
- (a) "**Controller**" has the meaning given in the Data Protection Laws;
  - (b) "**Customer Personal Data**" means the personal data (as defined in the Data Protection Laws) described in ANNEX 1 and any other personal data that Fidel Processes on behalf of the Customer in connection with Fidel's provision of the Fidel Service;
  - (c) "**Data Protection Laws**" means the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("**GDPR**"), and any applicable national implementing legislation, and the UK Data Protection Act 2018, in each case as amended, replaced, or superseded from time to time, and all applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the Processing of personal data (as defined in the Data Protection Laws);
  - (d) "**Data Subject**" has the meaning given in the Data Protection Laws;
  - (e) "**European Economic Area**" or "**EEA**" means the Member States of the European Union together with Iceland, Norway, and Liechtenstein;
  - (f) "**Processing**" has the meaning given in the Data Protection Laws, and "**Process**" shall be interpreted accordingly;

- (g) **"Processor"** has the meaning given in the Data Protection Laws;
- (h) **"Security Incident"** means any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Customer Personal Data;
- (i) **"Standard Contractual Clauses"** means the Standard Contractual Clauses (processors) approved by European Commission Decision C(2010)593 or any subsequent version thereof released by the European Commission (which will automatically apply);
- (j) **"Subprocessor"** means any Processor engaged by Fidel that agrees to receive from Fidel and Process any Customer Personal Data; and
- (k) **"Supervisory Authority"** has the meaning given in the Data Protection Laws.

### **3. DATA PROCESSING**

- 3.1 **Instructions for Data Processing.** Fidel will only Process Customer Personal Data in accordance with (a) the Agreement, to the extent necessary to provide the Fidel Service, and (b) the Customer's written instructions, unless Processing is required by European Union or Member State law to which Fidel is subject, in which case Fidel shall, to the extent permitted by European Union or Member State law, inform the Customer of that legal requirement before Processing that Customer Personal Data.
- 3.2 The Agreement (subject to any changes to the Fidel Service agreed between the Parties), including this DPA, shall be the Customer's complete and final instructions to Fidel in relation to the Processing of Customer Personal Data.
- 3.3 Processing outside the scope of this DPA or the Agreement will require prior written agreement between the Customer and Fidel on additional instructions for Processing.
- 3.4 **Required consents and disclosures.** Where required by applicable Data Protection Laws, the Customer will ensure that it has obtained/will obtain all necessary consents, and has made all necessary disclosures, for the Processing of Customer Personal Data by Fidel and the Payment Providers in accordance with the Agreement, including:
  - (a) consent from Users to enable the Payment Providers to collect, Process and share Customer Personal Data relating to the Users for the purposes set out in the Agreement (including this DPA); and
  - (b) disclosures to Users of the following information: (i) a description of all Customer Personal Data that the Customer collects, including an indication of all potential sources of such data; (ii) identity of the collector of Customer Personal Data; (iii) purpose for which Customer Personal Data will be used; (iv) to whom Customer Personal Data, or portions thereof, may be disclosed, including the recipients or categories of recipients thereof; (v) whether the provision of Customer Personal by Users to the Customer is voluntary or obligatory; and (vi) that Users have certain

rights in respect of their personal data, including the right of access and right to update and correct their personal data.

#### **4. TRANSFER OF PERSONAL DATA**

4.1 **Authorised Subprocessors.** The Customer agrees that Fidel may use [Amazon Web Services, Inc.] as a Subprocessor to Process Customer Personal Data.

4.2 The Customer agrees that Fidel may use subcontractors to fulfil its contractual obligations under the Agreement. Fidel shall notify the Customer from time to time of the identity of any Subprocessor it engages. If the Customer (acting reasonably) does not approve of a new Subprocessor, then the Customer may request that Fidel moves the Customer Personal Data to another Subprocessor and Fidel shall, within a reasonable time following receipt of such request, use all reasonable endeavours to ensure that the Subprocessor does not Process any of the Customer Personal Data.

4.3 Save as set out in clauses 4.1 and 4.2, Fidel shall not permit, allow or otherwise facilitate Subprocessors to Process Customer Personal Data without the prior written consent of the Customer, and unless Fidel enters into a written agreement with the Subprocessor which imposes materially the same obligations on the Subprocessor with regards to their Processing of Customer Personal Data as are imposed on Fidel under this DPA.

4.4 **Liability of Subprocessors.** Fidel shall at all times remain responsible for compliance with its obligations under the DPA and will be liable to the Customer for the acts and omissions of any Subprocessor approved by the Customer as if they were the acts and omissions of Fidel.

4.5 **Transfers of Personal Data.** To the extent that the Processing of Customer Personal Data by Fidel involves the export of such Customer Personal Data to a third party to a country or territory outside the EEA, other than (i) a country or territory ensuring an adequate level of protection for the rights and freedoms of Data Subjects in relation to the Processing of personal data as determined by the European Commission such as the EU-U.S. Privacy Shield, or (ii) where the third party is a member of a compliance scheme recognised as offering adequate protection for the rights and freedoms of Data Subjects as determined by the European Commission, such export shall be governed by the Standard Contractual Clauses and Fidel shall enter into an unamended version of the Standard Contractual Clauses with the relevant third party (and shall demonstrate to the Customer that Fidel has done so, upon the Customer's written request). For this purpose, the Customer appoints Fidel as its agent with the authority to complete and enter into the Standard Contractual Clauses as agent for the Customer on its behalf. In the event of any conflict between any terms and conditions of the Standard Contractual Clauses and this DPA, the Standard Contractual Clauses shall prevail.

#### **5. DATA SECURITY, AUDITS AND SECURITY NOTIFICATIONS**

5.1 **Fidel Security Obligations.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the

risk of varying likelihood and severity for the rights and freedoms of natural persons, Fidel shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including the measures set out in ANNEX 2.

- 5.2 **Security Audits.** The Customer may, upon reasonable notice, audit (by itself or using independent third party auditors) Fidel's compliance with the security measures set out in this DPA (including the technical and organisational measures as set out in ANNEX 2), including by conducting audits of Fidel's data processing facilities. Upon request by the Customer, Fidel shall make available all information reasonably necessary to demonstrate compliance with this DPA.
- 5.3 **Security Incident Notification.** If Fidel or any Subprocessor becomes aware of a Security Incident, Fidel will (a) notify the Customer of the Security Incident within 72 hours, (b) investigate the Security Incident and provide such reasonable assistance to the Customer (and any law enforcement or regulatory official) as required to investigate the Security Incident, and (c) take steps to remedy any non-compliance with this DPA.
- 5.4 **Fidel Employees and Personnel.** Fidel shall treat the Customer Personal Data as the Confidential Information of the Customer, and shall ensure that:
- (a) access to Customer Personal Data is limited to those employees or other personnel who have a business need to have access to such Customer Personal Data; and
  - (b) any employees or other personnel have agreed in writing to protect the confidentiality and security of Customer Personal Data.

## 6. ACCESS REQUESTS AND DATA SUBJECT RIGHTS

- 6.1 **Data Subject Requests.** Save as required (or where prohibited) under applicable law, Fidel shall notify the Customer of any request received by Fidel or any Subprocessor from a Data Subject in respect of their personal data included in the Customer Personal Data, and shall not respond to the Data Subject.
- 6.2 Fidel shall, where possible, assist the Customer with ensuring its compliance under applicable Data Protection Laws, and in particular shall:
- (a) provide the Customer with the ability to correct, delete, block, access, or copy the Customer Personal Data in accordance with the functionality of the Fidel Service; or
  - (b) promptly correct, delete, block, access, or copy Customer Personal Data within the Fidel Service at the Customer's request.
- 6.3 **Government Disclosure.** Fidel shall notify the Customer of any request for the disclosure of Customer Personal Data by a governmental or regulatory body or law enforcement authority (including any data protection supervisory authority) unless otherwise prohibited by law or a legally binding order of such body or agency.

6.4 **Data Subject Rights.** Where applicable, and taking into account the nature of the Processing and the information available to Fidel, Fidel shall use all reasonable endeavours to assist the Customer by implementing any other appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising Data Subject rights laid down in the Data Protection Laws.

## 7. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

7.1 To the extent required under applicable Data Protection Laws, Fidel shall provide reasonable assistance to the Customer with any data protection impact assessments and with any prior consultations to any Supervisory Authority of the Customer, in each case solely in relation to Processing of Customer Personal Data and taking into account the nature of the Processing and information available to Fidel.

## 8. TERMINATION

8.1 **Deletion of data.** Subject to clauses 8.2 and 8.3 below, Fidel shall, within ninety (90) days of the date of termination of the Agreement:

- (a) return a complete copy of all Customer Personal Data by secure file transfer in such a format as notified by the Customer to Fidel; and
- (b) delete and use all reasonable efforts to procure the deletion of all other copies of Customer Personal Data Processed by Fidel or any Subprocessors.

8.2 Subject to clause 8.3 below, the Customer may in its absolute discretion notify Fidel in writing within thirty (30) days of the date of termination of the Agreement to require Fidel to delete and procure the deletion of all copies of Customer Personal Data Processed by Fidel. Fidel shall, within ninety (90) days of the date of termination of the Agreement:

- (a) comply with any such written request; and
- (b) use all reasonable endeavours to procure that its Subprocessors delete all Customer Personal Data Processed by such Subprocessors,

and, where this clause 8.2 applies, Fidel shall not be required to provide a copy of the Customer Personal Data to the Customer.

8.3 Fidel and its Subprocessors may retain Customer Personal Data to the extent required by applicable laws and only to the extent and for such period as required by applicable laws and always provided that Fidel shall ensure the confidentiality of all such Customer Personal Data and shall ensure that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the applicable laws requiring its storage and for no other purpose.

## **ANNEX 1**

### **DETAILS OF THE PROCESSING OF CUSTOMER PERSONAL DATA**

This ANNEX 1 includes certain details of the processing of Customer Personal Data as required by Article 28(3) of the GDPR.

#### Subject matter and duration of the Processing of Customer Personal Data

The subject matter and the duration of the Processing of the Customer Personal Data are set out in the Agreement and this DPA.

#### The nature and purpose of the Processing of Customer Personal Data

The Customer Personal Data will be subject to the following basic Processing activities: transmitting, collecting, storing, and analysing data in order to provide the Fidel Service to the Customer; identifying, tracking and recording Transactions; and any other activities related to the provision of the Fidel Service or as specified in the Agreement.

#### The types of Customer Personal Data to be Processed

The types of Customer Personal Data to be Processed concern the following categories of data: names of Customer personnel; contact information (including email addresses and telephone numbers) of Customer personnel; Payment Card information of Users including long card number; personal data of Users contained in Transaction Data.

#### The categories of Data Subject to whom the Customer Personal Data relates

The categories of Data Subject to whom the Customer Personal Data relates concern: employees and other personnel of the Customer; Users.

#### The obligations and rights of the Customer

The obligations and rights of the Customer are as set out in the Agreement including this DPA.

## ANNEX 2

### TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

1. Fidel maintains internal policies and procedures, or procures that its Subprocessors do so, which are designed to:
  - (a) secure any Customer Personal Data Processed by Fidel against accidental or unlawful loss, access or disclosure;
  - (b) identify reasonably foreseeable and internal risks to security and unauthorised access to the Customer Personal Data Processed by Fidel;
  - (c) minimise security risks, including through risk assessment and regular testing.
2. Fidel will, and will use reasonable efforts to procure that its Subprocessors do, conduct periodic reviews of the security of its network and the adequacy of its information security program as measured against industry security standards and its policies and procedures.
3. Fidel will, and will use reasonable efforts to procure that its Subprocessors periodically do, evaluate the security of its network and associated services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.
4. Fidel is Level 1 PCI compliant.