

DATA PROCESSING TERMS AND CONDITIONS

1. Processing instructions

TriOptima will only process the Processed Personal Data, and in particular only transfer any Processed Personal Data whose transfer is subject to the data privacy laws of the European Economic Area or the United Kingdom to a country or territory outside that geographical area, including any transfer within a country or territory outside that geographical area, on the Subscriber's documented instructions. The Subscriber hereby instructs TriOptima to process the Processed Personal Data as TriOptima reasonably considers necessary for the performance of the Services.

2. International data transfers

- 2.1 The Subscriber acknowledges that, in accordance with Paragraphs 1 and 5, TriOptima may use Sub-processors (as defined in Paragraph 5) including its own Affiliates outside the European Economic Area or the United Kingdom to process the Processed Personal Data.

(a) that country or territory has been decided to ensure adequate protection for personal data (or categories of personal data which include Processed Personal Data) in accordance with the GDPR; or

(b) where the Sub-processor is an Affiliate of TriOptima, TriOptima, in its own right and (subject to Paragraph 2.3) as agent for the Subscriber, has entered into a data transfer agreement with the Sub-processor in an appropriate form approved by the relevant competent body under the GDPR as providing appropriate safeguards to protect personal data and populated so that it applies to the transfer; or

(c) where the Sub-processor is a third party, TriOptima has entered into a data transfer agreement with the Sub-processor in an appropriate form approved by the relevant competent body under the GDPR as providing appropriate safeguards to protect personal data and populated so that it applies to the transfer.

- 2.3 The Subscriber hereby irrevocably authorises TriOptima to enter into data transfer agreements as referred to in Paragraph 2.2(b) as agent on behalf of the Subscriber, including by ratification of TriOptima having entered into such agreements before the date of this Agreement.

- 2.4 The Parties acknowledge and agree, for the purposes of any data transfer agreement entered into under Paragraph 2.2(b) or Paragraph 2.2(c) that liabilities of the data importer or TriOptima to the Subscriber under or in connection with that agreement are deemed to be liabilities of TriOptima arising under or in connection with this Agreement and the limitations of liability in Clause 8 shall apply.

3. Security measures

TriOptima will at all times have in place the technical and organisational security measures as described in Annex 2 to this Schedule 2 to protect the Processed Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access. The Subscriber confirms that it has reviewed those security measures, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing that TriOptima will carry out on its behalf, and concluded that they are appropriate to the risks of varying likelihood and severity for the rights and freedoms of individuals that are presented by the processing.

4. Co-operation and reasonable assistance

- 4.1 TriOptima will:

(a) take appropriate technical and organisational measures, insofar as is possible, to assist the Subscriber in responding to requests from data subjects for access to or rectification, erasure or portability of Processed Personal Data or for restriction of processing or objections to processing of Processed Personal Data (but TriOptima will not itself respond to any such data subject request except on the Subscriber's written instructions); and

(b) give the Subscriber such assistance as it reasonably requests and TriOptima is reasonably able to provide to ensure compliance with the Subscriber's security, data breach notification, impact assessment and data protection or data privacy authority consultation obligations under the applicable data privacy laws of the European Economic Area or the United Kingdom, taking into account the information available to TriOptima.

4.2 TriOptima may charge the Subscriber for time spent and expenses incurred in providing the Subscriber with co-operation and assistance as required by this Paragraph 4.

5. Sub-Processors and employees

The Subscriber hereby provides consent for TriOptima to engage other processors ("Sub-processors") where TriOptima is required to do so in order to provide the Processing Services. Where a Sub-processor is appointed in accordance with this Paragraph 5, the Subscriber hereby authorises TriOptima to provide equivalent instructions of those set out in Paragraph 1 to any Sub-processors on its behalf. TriOptima will ensure that any Sub-Processor is party to a written agreement imposing obligations which are required under Article 28(3) of the GDPR. TriOptima will ensure that all of its employees, contractors and agents, and employees, contractors and agents of its Sub-processors, authorised to have access to (or otherwise to process) the Processed Personal Data, have committed themselves to confidentiality on appropriate terms or are under an appropriate statutory obligation of confidentiality.

6. Audit

6.1 Subject to Paragraphs 6.2 and 6.3, and on reasonable advance written notice, TriOptima will make available to the Subscriber such information as the Subscriber reasonably requests and TriOptima is reasonably able to provide for the purposes of the Subscriber verifying compliance by TriOptima of its obligations under this Schedule 2 and TriOptima shall permit and contribute to such reasonable audits, including inspections, conducted by the Subscriber (or its appointed auditors).

6.2 The Subscriber will make (and ensure that its auditors make) all reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to TriOptima's premises, equipment, personnel and business while the Subscriber's or its auditors' personnel are on TriOptima's premises in the course of such an audit or inspection. TriOptima need not give access to its premises for the purposes of such an audit or inspection:

(a) to any individual unless he or she produces reasonable evidence of identity and authority;

(b) outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and the Subscriber has given prior written notice to TriOptima that this is the case; or

(c) for the purposes of more than one audit or inspection in any calendar year, except for any additional audits or inspections which:

(i) the Subscriber reasonably considers necessary because of genuine concerns as to TriOptima's compliance with this Paragraph 6; or

(ii) the Subscriber is required or requested to carry out by applicable law or a competent data privacy authority,

where the Subscriber has identified its concerns or the relevant requirement or request in reasonable detail in its notice to TriOptima of the audit or inspection.

- 6.3 Paragraph 6.1 does not require disclosure to the Subscriber or its auditors of any information disclosed to TriOptima in confidence by, or otherwise held by TriOptima in confidence on behalf of, any of its other subscribers or any other person.
- 6.4 TriOptima may charge the Subscriber for time spent and expenses incurred in providing the Subscriber with co-operation and assistance as required by this Paragraph 6.

7. Deletion or return of Processed Personal Data

- 7.1 Subject to Paragraph 7.2, when provision of the Processing Services is complete, or earlier if the Subscriber withdraws its instructions, TriOptima will as soon as is practicable delete any Processed Personal Data in TriOptima's possession or under its control which is subject to the data privacy laws of the European Economic Area or the United Kingdom.
- 7.2 However, Paragraph 7.1 does not require TriOptima to delete Processed Personal Data which it is required to retain by the law or regulation of a member state of the European Economic Area, the United Kingdom or any other applicable law or regulation or any copies of Processed Personal Data which it is not technically practicable for TriOptima to locate and delete.

ANNEX 1 PROCESSING DESCRIPTION

1. Services, subject matter and duration of processing

Processing Personal Data so as to facilitate the Services. The Personal Data will be processed: (i) during the term of this Agreement; (ii) during the provision of any termination assistance services if applicable; and (iii) in accordance with applicable law, regulations and contractual terms.

2. Nature and purpose of processing

The Personal Data described below may be processed by TriOptima in the course of providing the Services to the Subscriber.

3. Types of Processed Personal Data

TriOptima may process the following Personal Data: Name, Employer, Gender, Home Address, Date of Birth, Email address, Telephone number, National Identity Number, Identity Document image / photo (e.g. Passport, Driver's license), Country of Residence, Country of Nationality, Place of Birth, Country of Birth, Occupation/Title, Trader ID.

4. Categories of data subjects

Individuals appointed by the Subscriber using the Services and/or System on behalf of the Subscriber or, where relevant, its clients. Individuals appointed by the Subscriber and involved in the administration of the Services and/or System. Authorised signatories of the Subscriber. Personnel of the Subscriber dealing with the procurement of the Services or who are involved in the ongoing relationship with TriOptima in connection with the Services.

ANNEX 2 SECURITY MEASURES

TriOptima and/or its Affiliates have adopted certain security measures to:

1. ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
2. restore the availability of and access to processed personal data in a timely manner in the event of a physical or technical incident;
3. regularly test, assess and evaluate the effectiveness of technical and organisational measures for ensuring the security of the processing;
4. protect subscriber's IT systems from third parties and in particular from disruption by any "back door", "time bomb", "Trojan Horse", "worm", "drop dead device", "virus", "malware" or other computer software routine intended or designed to: (a) permit access or use of information technology systems by a third person other than as expressly authorised; or (b) disable, damage or erase or disrupt or impair the normal operation of any information technology systems;
5. control access to premises and facilities;
6. identify and authenticate users;
7. prevent unauthorized access and monitor and log access;
8. transport, transmit and communicate or store data on data media (manual or electronic) and for subsequent checking;
9. segregate the responsibilities between TriOptima/its Affiliates and customers;
10. assure data security (physical/logical) and protect processed personal data against accidental destruction or loss;
11. provide for separate processing (storage, amendment, deletion, transmission) of processed personal data for different purposes;
12. implement group policies regarding information security; and
13. implement contractual security obligations with its customers and suppliers.

As at the date of this Agreement, TriOptima is certified under ISO-27001 and has adapted measures to comply with this standard.