

## CreditGuard Ltd. - Data Protection schedule

### 1. Definitions

1.1. In this Data Protection Schedule the following words shall have the following meanings:

- (a) **controller, process, and processor** have the meanings given to them in the Data Protection Law;
- (b) **data subject** means an individual who is the subject of personal data;
- (c) **Data Protection Law** means: (i) the General Data Protection Regulation ((EU) 2016/679) (GDPR); and (ii) any other laws, regulations and secondary legislation enacted from time to time in Cyprus relating to data protection, the use of information relating to individuals, the information rights of individuals and/or the processing of personal data; and
- (d) **Personal Data** means information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

### 2. Compliance with data protection law

2.1. Each party shall comply with the Data Protection Law as it applies to personal data processed under this Agreement. This clause is in addition to, and does not relieve, remove, or replace, a party's obligations under the Data Protection Law.

### 3. Data processing

3.1. The Parties agree and acknowledge that for the purpose of Data Protection Laws Client will be acting as a data controller and CreditGuard will be acting as a data processor in respect of the Personal Data that is the subject of this agreement.

3.2. The Client is solely and wholly responsible for establishing and maintaining the lawful basis for the processing of personal data by CreditGuard under this Agreement in order to fulfil its obligations and with respect to including (where applicable) the obtaining of all necessary consents from data subjects.

3.3. A description of the data processing carried out by CreditGuard under this Agreement is set out in Part 1 of the Appendix to this Data Protection Schedule.

3.4. The Client acknowledges that aggregated, anonymized data may be created based on Personal Data. Data subjects are not identifiable from this data. This Data may be used and or shared with third parties for the purposes of billing, product enablement and build, testing or product improvement and for the purposes of replying to requests from public authorities.

3.5. The Client and CreditGuard agree to ensure that all staff are appropriately trained in line with their responsibilities under applicable data protection law.

3.6. Data protection enquiries should be addressed to Safecharge's Data Protection Officer at DPO@safecharge.com.

3.7. In respect of the personal data processed by CreditGuard as a data processor acting on behalf of the Client under this Agreement, CreditGuard shall:

- (a) process the personal data only on the Client's written instructions, for compliance with legal obligations to which CreditGuard is subject (in which case it shall, if permitted by such law, promptly notify the Client of that requirement before processing), and where processing is necessary for the purposes of the legitimate interests pursued by CreditGuard including the prevention of fraud and the maintenance of information security (except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, or where the data subject is a child);
- (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised, unlawful or accidental processing, including accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data, such measures in each case to be appropriate to the likelihood and severity of harm to data subjects that might result from the unauthorised, unlawful or accidental processing, having regard to the state of technological development and the cost of implementing any measures.
- (c) ensure that persons engaged in the processing of personal data are bound by appropriate confidentiality obligations;
- (d) keep a record of the processing it carries out, and ensure the same is accurate;
- (e) comply promptly with any lawful request from the Client requesting access to, copies of, or the amendment, transfer or deletion of the Personal Data to the extent the same is necessary to allow the Client to

fulfil its own obligations under the Data Protection Law, including the Client's obligations arising in respect of a request from a data subject;

(f) notify the Client promptly if it receives any complaint, notice or communication (whether from a data subject, competent supervisory authority or otherwise) relating to the processing, the personal data or to either party's compliance with the Data Protection Law as it or they relate to this Agreement, and provide the Client with reasonable co-operation, information and other assistance in relation to any such complaint, notice or communication;

(g) notify the Client promptly if, in its opinion, an instruction from the Client infringes any Data Protection Law (provided always that the Client acknowledges that it remains solely responsible for obtaining independent legal advice regarding the legality of its instructions) or CreditGuard is subject to legal requirements that would make it unlawful or otherwise impossible for CreditGuard to act according to the Client's instructions or to comply with Data Protection Law;

(h) ensure in each case that prior to the processing of any personal data by any sub-processor, terms equivalent to the terms set out in this Data Protection Schedule are included in a written contract between CreditGuard and any sub-processor engaged in the processing of the personal data;

(i) subject always to the requirement of sub-clause 3.7(h) regarding a written contract, the Client hereby gives its prior written authorisation to the appointment by CreditGuard of each of the sub-processors or categories of sub-processors (as the case may be) who will process personal data listed in Part 2 of the Appendix to this Data Protection Schedule, and to the extent this authorisation is in respect of a category of sub-processors, CreditGuard shall inform the Client of any intended changes concerning the addition or replacement of other categories of sub-processors;

(j) The Personal Data is processed in a country that is approved by the European Commission as providing an adequate level of protection for Personal Data. In cases in which the Personal Data is transferred:

- I. the transfer is made pursuant to European Commission-approved standard contractual clauses for the transfer of Personal Data
- II. or other appropriate legal data transfer mechanisms are used.

The transfer of personal data may take place worldwide subject to the aforementioned arrangements. If the legal means by which adequate protection for the transfer is achieved ceases to be valid, CreditGuard will work with the Client to put in place an alternative solution. The Client acknowledges that CreditGuard may disclose the data to any applicable Acquirer, APMP, Card Scheme and their respective sub-processors, (including sub-processors located outside the EEA and such other entities to which it may be reasonably necessary to disclose and transfer personal data including the competent regulatory authority, law enforcement authorities and anti-terrorism or organized crime agencies to whom it is necessary to disclose data.

(k) inform the Client promptly (and in any event within one business day of becoming aware of such an event) if any personal data processed under this Agreement is lost or destroyed or becomes damaged, corrupted, or unusable or is otherwise subject to unauthorised or unlawful processing including unauthorised or unlawful access or disclosure;

(l) inform the Client promptly (and in any event within five (5) business days) if it receives a request from a data subject for access to that person's personal data and shall:

- I. promptly provide the Client with reasonable co-operation and assistance in relation to such request; and
- II. not disclose the personal data to any data subject (or to any third party) other than at the request of the Client or as otherwise required under this Agreement;

(m) provide reasonable assistance to the Client in responding to requests from data subjects and in assisting the Client to comply with its obligations under Data Protection Law with respect to security, breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;

(n) delete or return that personal data to the Client at the end of the duration of the processing as referred to in the Appendix, and at that time delete or destroy existing copies, subject to the requirements of any legal obligation arising from EU Member State law to which CreditGuard is subject, which require continued storage of the End User Personal Data, (including, but not limited to obligations arising from measures aimed at combatting money laundering and the financing of terrorism);

(o) subject to the requirements of commercial and client confidentiality, make available to the Client such information as is reasonably required to

demonstrate compliance with this Data Protection Schedule and, subject to any other conditions set out in this Agreement regarding audit, allow for and contribute to audits, including inspections, of compliance with this Data Protection Schedule conducted by the Client or a professional independent auditor engaged by the Client. The following requirements apply to any audit:

- I. the Client must give a minimum thirty (30) days' notice of its intention to audit;
- II. the Client may exercise the right to audit no more than once in any calendar year;
- III. commencement of the audit shall be subject to agreement with CreditGuard of a scope of work for the audit at least ten (10) days in advance;

- IV. CreditGuard may restrict access to certain parts of its facilities and certain records where such restriction is necessary for commercial and/or client confidentiality;
- V. the audit shall not include penetration testing, vulnerability scanning, or other security tests;
- VI. the right to audit does not include the right to inspect, copy or otherwise remove any records, other than those that relate specifically and exclusively to the Client;
- VII. any independent auditor will be required to sign such non-disclosure agreement as is reasonably required by CreditGuard prior to the audit; and
- VIII. the Client shall compensate CreditGuard for its reasonable costs (including for the time of its personnel, other than the client relationship manager) incurred in supporting any audit.

## Appendix to the Data Protection Schedule

### Part 1 – Description of the processing

Subject matter of the processing	The processing of personal data to the extent necessary for the provision of the services set out in this Agreement between CreditGuard and Client.
Duration of the processing	The duration of the processing of personal data by CreditGuard under this Agreement is the period of this Agreement and the longer of such additional period as: (i) is specified in any provisions of this Agreement regarding data retention; and (ii) is required for compliance with law.
Nature of the processing	Such processing as is necessary to enable CreditGuard to comply with its obligations, pursue its legitimate interests, exercise its rights under this Agreement, and to comply with its statutory obligations, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
Purpose of the processing	The performance of CreditGuard's obligations, exercise of its rights under this Agreement, the pursuit of its legitimate interests, its compliance with statutory obligations, including the performance of functions required or requested by the Client.
Personal data types	Personal data provided to CreditGuard by or on behalf of the Client, including personal data provided directly to CreditGuard by a data subject or third party: (i) on the instruction or request of the Client; or (ii) on the request of CreditGuard where CreditGuard has been authorised to make such request by the Client or is legally required to make such request. The personal data processed under this Agreement will include (depending on the scope of Services provided) associated card information (or similar number or code identifying an alternative payment method) and in some cases for ID number (for Israeli citizens) and IP address.
Categories of data subjects	Personal data related to individuals purchasing goods and/or services from the Client if/as transferred by Client.
Obligations and rights of the controller	As set out in the Agreement.

### Part 2 – Authorised sub-processors and categories of sub-processor

Authorised sub-processor / category of sub-processor	Description of the processing carried out by the sub-processor / category of sub-processor
Other members of the Safecharge Group	Any of the processing carried out by Safecharge
Any applicable Acquirer, Alternative Payment Method Provider, Financial Institution, Card Scheme and their respective sub-processors, (including sub-processors located outside the EEA)	Use of personal data in the provision of payments and, in some cases, to enable to perform on-line fraud analysis.
Compliance service providers	Use of personal data in the performance of checks to identify politically exposed persons, persons that are subject to sanctions and other checks required by laws to which Safecharge is subject.
Technology service providers used in the administration of payment, reconciliation and fraud services	Use of personal data to facilitate the provision of payment services (including ancillary services) and fraud services.