

Data Processing Addendum

1. Definitions

For purposes of this Data Processing Addendum, the following terms have the meanings provided:

1.1. “Applicable Laws” means all applicable laws, statutes and regulations from time to time.

1.2. “Data Protection Legislation” means the UK Data Protection Legislation and any other European Union legislation relating to Personal Data as defined in Section 2.2 below, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including without limitation, the privacy of electronic communications);

1.3. “UK Data Protection Legislation”: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by the Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

2. Data Protection

2.1. Compliance with Laws. Both parties shall comply with all applicable requirements of the Data Protection Legislation. This Section 2 is in addition to, and does not relieve, remove or replace, a party’s obligations under the Data Protection Legislation.

2.2. Role of the Parties. The Parties acknowledge that for the purposes of the Data Protection Legislation, Customer is the data controller and Koverse is the data processor (where Data Controller and Data Processor have the meanings set out in the Data Protection Legislation. Attachment 1 sets out the scope, nature and purpose of processing by Koverse, the duration of the processing and the types of Personal Data and categories of Data Subject (both as defined in the Data Protection Legislation) relevant to the processing.

2.3. Koverse Obligations. Without prejudice to the provisions of this Section 2, Koverse shall, in relation to any Personal Data processed in connection with the performance by Koverse of its obligations under this Agreement:

2.3.1. process that Personal Data only on the written or electronically delivered instructions of Customer, unless Koverse is required by the Applicable Laws to otherwise process that Personal Data. Where Koverse is relying on Applicable Laws as the basis for processing Personal Data, Koverse shall promptly notify Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Koverse from so notifying Customer;

2.3.2. ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to,

Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and Software, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it);

2.3.3. ensure that all personnel who have access to and or process Personal Data are obliged to keep the Personal Data confidential; and

2.3.4. assist Customer, at Customer's, cost in responding to any request from a Data Subject and in ensuring compliance with Customer's obligations under the Data Protection Legislation with

2.3.5. respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

2.3.6. notify Customer without undue delay on becoming aware of a Personal Data breach;

2.3.7. at the written direction of Customer, delete or return Personal Data and copies thereof to Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and

2.3.8. maintain complete and accurate records and information to demonstrate its compliance with this Section 2.

2.4. Third Party Processors. Customer consents to Koverse appointing third party processors of Personal Data in order to provide any Software contemplated under this Agreement or any Statement of Work. Koverse confirms that it shall have adequate contractual and operational safeguards in place for such transfers of Personal Data and Customer may request a list of such third party suppliers as well as details of such operational safeguards as are in place up to four times per year and Koverse shall provide it without undue delay.

2.5. Standard Clauses and Certification Schemes. Either Party may revise this Section 2 by giving 30 days' written notice, with any controller to processor standard clauses or similar terms forming part of an applicable certification scheme and those terms shall apply when they are replaced by attachment to this Agreement.

Attachment 1 to Data Processing Addendum

SCOPE, NATURE AND PURPOSE OF DATA PROCESSING

| Scope/Activity | Nature of personal data | Lawful basis for processing including basis of legitimate interest |
|--|---|---|
| To register Customer and as a new customer | (a) Identity (b) Contact | Performance of a contract with Customer |
| To provide Koverse's Software: (a) processing data on Customer's behalf under this Agreement (b) Manage payments, fees and charges (c) Collect and recover money owed to Koverse (d) Provide Koverse's Software to Customer under the contract | (a) Identity (b) Contact (c) Financial (d) Transaction (e) Marketing and Communications | (a) Performance of a contract with Customer (b) Necessary for Koverse's legitimate interests (to recover debts due to Koverse) |
| To manage Koverse's relationship with Customer which will include: (a) Notifying Customer about changes to Koverse's terms or privacy policy (b) Asking Koverse to provide feedback on Koverse's products and Software | (a) Identity (b) Contact (c) Profile (d) Marketing and Communications | (a) Performance of a contract with Customer (b) Necessary to comply with a legal obligation (c) Necessary for Koverse's legitimate interests (to keep Koverse's records updated and to study how customers use Koverse's products/Software) |
| To administer and protect Koverse's business and its network and software platforms (including troubleshooting, data analysis, | (a) Identity (b) Contact | (a) Necessary for Koverse's legitimate interests (for running its business, provision of administration and IT Software, network security, to prevent fraud and in the context |

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|--|----------------------------|---|
| testing, system maintenance, support, reporting and hosting of data) | (c) Technical | of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation |
| To use data analytics to improve Koverse's Software, marketing, customer relationships and experiences | (a) Technical (b) Usage | Necessary for Koverse's legitimate interests (to define types of customers for Koverse's products and Software, to keep Koverse's website updated and relevant, to develop Koverse's business and to inform Koverse's marketing strategy) |