

**PARTNERSHIPS
DATA PROCESSING AGREEMENT
RESELLER AND SUBCONTRACTED PARTNERS**

1. Definitions

Breach		Means a breach of security leading to accidental or unlawful destruction, loss, alteration or unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.
Data Processor	Sub-	Means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of a Data Processor.
Data Subprocessor	Sub-	Means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of a Data Sub-Processor.
Data Subject		Means the natural person whose Personal Data are undergoing Processing.
GDPR		Means the EU Regulation 2016/679 of 27 April 2016, known as the "EU General Data Protection Regulation", as amended.
Standard Contractual Clauses		Has the meaning set out in the GDPR.

2. Introduction

2.1. Scope. This document applies to the Partner and Outpayce in relation to the reseller and/or subcontracted/white label Partner's services.

2.2. Positioning

2.2.1 Indirect sales (most common scenario). Amadeus or any Amadeus Affiliate subcontracts the reseller and/or white label Partner's services to Outpayce. In this case, Outpayce acts as the Data Sub-Processor and therefore the Partner is the Data Sub-Subprocessor.

2.2.2 Direct sales. When Outpayce resells and/or white labels the reseller Partner's services to Customers directly, Outpayce acts as the Data Processor (and therefore the Partner is the Data Sub-Processor). In this case, this Appendix will also apply to Outpayce and the Partner, *mutatis mutandi*.

2.3. Processing details

2.3.1 Duration of the Processing: term of the relevant Module.

2.3.2 Nature and purpose of the Processing: the Processing is needed for Outpayce to resell the reseller Partner's services. The Partner will not use Personal Data for its own purposes, such as benchmarking, tracking, or analyzing behaviors for its own interest, or sending commercial communications to the Customer.

2.3.3 Categories of Data Subjects involved: cardholders and travelers.

2.3.4 Categories of Personal Data: cardholder name, card number.

2.3.5 Location of the Processing of Personal Data. The Partner will Process Personal Data:

- (a) within the European economic area.
- (b) within any other country, territory or more specified sectors within such a country deemed by the European Commission to offer an adequate level of data protection.

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- (c) within any other country, provided however that:
 - (i) Outpayce had given prior written consent, and to the extent that the transfer of the Personal Data to that country would comply with Data Protection Laws (in particular, with the current chapter V of the GDPR).
 - (ii) the Partner had implemented appropriate mechanisms to ensure an equivalent level of protection according to the Data Protection Laws (e.g. Standard Contractual Clauses) including, if applicable, the performance of data transfer risk assessments on further Sub-Processors.
 - (iii) if applicable, the Partner must execute the Data Processor-to-Data Processor Standard Contractual Clauses, as drafted by Outpayce.

3. Instructions

- 3.1. Outpayce's written instructions. The Contract and this Appendix are Outpayce's written instructions to the Partner with regards to the Processing of Personal Data, unless Outpayce has reasonable grounds for issuing different and/or complementary generic or specific instructions on how the Partner must Process the Personal Data.
- 3.2. Contradicting Outpayce's written instructions. The Partner will only be entitled to challenge those instructions in the event that they involve a disproportionate cost and/or effort for the Partner. In such case, both Parties agree to negotiate in good faith a solution that satisfies both Parties.

4. Obligations of the Partner

- 4.1. Data Protection Laws. As the Data Sub-Processor, the Partner will comply with the Data Protection Laws when Processing personal Data on behalf of Outpayce.
- 4.2. Additional obligations. The Partner will:
 - 4.1.1 process Personal Data only in accordance with Outpayce's written instructions or as required to deliver the reseller Partner's services in accordance with the Contract;
 - 4.1.2 promptly inform Outpayce, if in the Partner's reasonable opinion, Outpayce's instructions infringe Data Protection Laws (thus requesting revised instructions);
 - 4.1.3 cooperate with Outpayce to fulfil its own or the Data Controller's data protection compliance obligations under Data Protection Laws when the Data Controller requests such assistance from Outpayce (e.g. DPIA, records of processing activities, prior consultation);
 - 4.1.4 keep internal records of Personal Data Processing activities carried out on behalf of Outpayce;
 - 4.1.5 upon termination of the relevant Module, or upon Outpayce's request (while the relevant Module is in force), at Outpayce's choice, (a) delete (only subject to Outpayce's prior consent, unless it had been expressly requested by Outpayce) or (b) return to Outpayce (insofar this is technically possible) such Personal Data, and, where appropriate, delete existing copies (including copies held by authorized subcontractors) unless any Applicable Law prevents it from returning or destroying all or part of the Personal Data or requires further storage of the Personal Data (in which case the Partner will immediately inform Outpayce, will guarantee the same level of protection of the Personal Data required by this Appendix and will no longer actively Process the Personal Data or use it for purposes beyond what is required under that Applicable Law). The Partner will satisfy Outpayce's request as soon as feasible and in any case within thirty (30) calendar days. The log of the destruction or deletion will be provided by the Partner upon Outpayce's request;
 - 4.1.6 without undue delay when so required under the Data Protection Laws, either (a) provide Outpayce with the ability to consult and/or correct Personal Data, or (b) provide Outpayce with a readable copy

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of the Personal Data that the Partner Processes and/or make any corrections on Outpayce's behalf in accordance with Outpayce's instructions. The Partner will satisfy Outpayce's requests as soon as feasible and in any case within thirty (30) calendar days;

- 4.1.7 refrain from disclosing Personal Data to any third party, except if (a) Outpayce instructs the Partner to do so, (b) this is required to comply with the Contract or Applicable Laws;
- 4.1.8 ensure that Persons acting on behalf of the Partner (including the Partner's personnel) for the Processing of Personal Data commit to maintaining the security and confidentiality of Personal Data in accordance with the provisions of the Contract;
- 4.1.9 inform and train the Persons acting on behalf of the Partner that have access to Personal Data about the requirements under Applicable Law and ensure their compliance through contractual or statutory confidentiality obligations, which will survive the termination of the Contract;
- 4.1.10 limit access to Personal Data to the Persons that need access to the Personal Data to perform their duties, on condition that such access is granted on a *need-to-know* basis and that these Persons commit to comply with confidentiality obligations in line with this Contract.

5. Engagement of further Data Sub-Processors

- 5.1. Cascading security and Data Processing obligations. If Outpayce gives consent to the Partner to engage any subcontractor for the provision of the reseller Partner's services (which would therefore be a further Sub-Processor of Personal Data), the Partner will ensure that this subcontractor implements at least an equal level of protection of Personal Data and complies with the same security and Data Protection obligations assumed by the Partner under this Appendix.
- 5.2. Audits. The Partner will regularly audit compliance with Data Protection Laws of its Sub-Processors.

6. Breach of Personal Data

- 6.1. Notice of Breach. In the event of a Breach or potential Breach, and/or in case of any potential or actual violation of Data Protection Laws and/or other irregularities in the Processing of Personal Data under this Appendix, the Partner will immediately notify Outpayce (in no event later than twenty-four (24) hours after the occurrence of the relevant Breach). The Partner will provide all information needed by Outpayce to fulfil any legal or contractual obligation.
- 6.2. No constructive acknowledgment of liability. The Partner's notification of the Breach can in no case be construed as an acknowledgement of fault or liability for said Breach.
- 6.3. Mitigation and defense. After becoming aware of the Breach or potential Breach, the Partner will take all necessary measures to protect the Personal Data and to mitigate any adverse effects and/or damage.
- 6.4. Notices. The Partner will not communicate the Breach to any third party other than Outpayce, unless legally required under Data Protection Laws. In such a case, the Partner will first notify Outpayce providing the legal grounds to conduct such a communication as well as a copy of the information it intends to communicate.

7. Rights of Data Subjects

- 7.1. Notice. The Partner will (a) immediately inform Outpayce immediately of any requests or queries from Data Subjects, regulatory authorities or any other law enforcement authority regarding the Processing of Personal Data under this Appendix and (bi) provide Outpayce with any information and assistance that may reasonably be required to respond to any such requests or queries. If a Data Subject contacts The Partner wanting to exercise any of the Data Subjects' rights outlined in Data Protection Laws, the Partner will direct such Data Subject to Outpayce.
- 7.2. Duty of cooperation. The Partner will assist Amadeus, Outpayce and/or their Affiliates, as well as the Data

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Controller, in fulfilling their obligations to respond to a Data Subject's request as provided under the Data Protection Laws and taking into account the nature and the context of the Data Processing service provided to Outpayce.

8. Impact assessments/prior consultations

- 8.1. Good faith cooperation. The Partner will cooperate in good faith with Outpayce to conduct any data protection impact assessment and/or prior consultation conducted by Outpayce to comply with data Protection Laws, taking into account the nature of the Processing and the information available to the Partner.

9. Audit and control rights

- 9.1. External auditors. The Partner will allow an independent third-party auditor mandated by Outpayce, at Outpayce's sole expense, to verify compliance of the Partner with this Appendix. The Partner will provide reasonable assistance to such audit.
- 9.2. Corrective action. If an audit reveals that the Partner or any service provided by the Partner does not compliance with the provisions of the Contract and/or Data Protection Laws, the Partner will immediately take, at its own cost, all corrective actions including any temporary work-arounds necessary to comply with the provisions of the Contract and/or Data Protection Laws. In this case, The Partner will also reimburse Outpayce for any auditing costs incurred.
- 9.3. Evidence. The Partner will make available to Outpayce on request all information reasonably necessary to demonstrate compliance with the Partner's Personal Data Processing obligations under this Appendix (in particular, to demonstrate the implementation of the technical and organizational measures). Evidence of such measures may be provided by compliance with approved codes of conduct and/or certification according to an approved certification procedure.

10. Partner's Data Protection Officer

- 10.1. Adress for notices. The Partner's data protection officer can be reached at the Partner's email for notices.
