1. Definitions

1.1 <u>Definitions</u>. The following terms will have the following meanings. Other terms are defined in the Agreement.

Data Controller	has the meaning of controller described in the GDPR.
Data Processor	has the meaning of processor described in the GDPR.
Data Processing Subprocessor	means an Outpayce Subcontractor that Processes Personal Data under this Agreement.
Data Protection Legislation	means all laws and regulations relating to the Processing of Personal Data and privacy (including the GDPR), and all laws and regulations implementing or made under them and any amendment or re-enactment of them, as applicable to each party.
Data Subject	means an identified or identifiable natural person.
GDPR	means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, *on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC*, as amended.
Outpayce Reports	means documentation, certifications and/or reports of audits performed by qualified, independent third-party auditors, such as PCI DSS certifications (or comparable industry-standard successor reports), provided by Outpayce to Customer in conformity with Clause 8.1 below.
Personal Data Breach	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed as a result of the Payment Solutions provided under the Agreement.
Processing	means the use, collection, storage, processing, modification, transfer, blocking or erasure of Personal Data.

2. Positioning

2.1 <u>Outpayce = Data Processor</u>. Outpayce Processes Personal Data on behalf of Customer to provide the Payment Solutions and the services contracted under this Agreement, acting as a Data Processor for the purposes of this Agreement.

2.2 <u>Customer = Data Controller</u>. Customer acts as Data Controller regarding the personal data of the end-users of the Payment Solutions.

3. Details of the Processing.

3.1 <u>Nature and purpose of the Processing</u>: the provision of the Payment Solutions to the Customer, which may involve the collection, storage, disclosure and erasure of Personal Data.

3.2 <u>Categories of Data Subjects</u>: cardholders; payers using alternative methods of payment, as appropriate; and Customers' end customers (e.g., travellers, guests, etc.).

3.3 <u>Categories of Personal Data (dependent on the Payment Solutions provided to the Customer and/or on the Customer Selected Provider used by the Customer)</u>: identity details (name, surname, id number, passport number, etc.), contact details (billing address, phone number, email address, etc.), birth date, card information (card type, card number/PAN, card expiry date, CVV, token, etc.), transaction details (amount, currency, form of payment, date, authorisation result, authentication result, fraud checks, etc), IP address and device fingerprint information.

3.4 <u>Duration of the Processing</u>: while the Payment Solutions are provided to the Customer.

4. Obligations of Outpayce as Data Processor

4.1 <u>Outpayce will</u>**:**

4.1.1 Process Personal Data only in accordance with the written instructions of Customer, except if any applicable law or regulation prevents Outpayce from complying with such instructions or requires different Processing of Personal Data. In that case, Outpayce will inform Customer (unless such notification is not permissible under applicable laws).

4.1.2 ensure that the Personnel authorized by Outpayce to Process Personal Data is subject a duty of confidentiality in respect of the Personal Data.

4.1.3 ensure that any Personal Data is subject to appropriate technical and organizational measures against unauthorized or unlawful Processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data in accordance with Data Protection Legislation applicable to Outpayce.

4.1.4 at the choice of Customer, delete or return all Personal Data to Customer after the end of the provision of the Payment Solutions relating to Processing, unless Outpayce is required to retain the Personal Data under the Law applicable to Outpayce.

5. International transfers of Personal Data

5.1 Customer acknowledges that in the provision of the Payment Solutions, Outpayce may transfer Personal Data outside the European Economic Area (EEA), on condition that such transfer complies with Data Protection Legislation.

5.2 In relation to any Personal Data that is transferred from Outpayce to any of its Data Processing Subprocessors in connection with the Payment Solutions, from the EEA to a third country which is not deemed to have adequate safeguards in place within the meaning of Data Protection Legislation, Outpayce (a) will procure that any international transfer to its Data Processing Subprocessors outside the EEA complies with a valid lawful transfer mechanism under Data Protection Legislation and (b), as the case may be, carry out the necessary transfer risk assessment to ensure that such international transfers of Personal Data comply with Data Protection Legislation.

6. Assistance

6.1 Outpayce will provide reasonable support to Customer that may reasonably be required to respond to a Data Subject requests to exercise their rights under applicable Data Protection Legislation, in a manner consistent with the functionality of the Payment Solutions and Outpayce's role as a Data Processor. For the avoidance of doubt, Customer is responsible for responding to Data Subject requests. If Outpayce receives a Data Subject request addressed to Customer, Outpayce will ask the Data Subject to contact the Data Controller directly (i.e., Customer) and redirect such request to Customer.

6.2 Outpayce will provide reasonable assistance to Customer in respect of Customer's compliance with Articles 32 to 36 of the GDPR, taking into account the nature of the Processing undertaken by Outpayce and the information available to Outpayce.

7. Personal Data Breach

7.1 Outpayce will notify Customer without undue delay, after having established the nature of the Personal Data Breach and the fact that Personal Data transmitted, stored or otherwise processed by Outpayce in connection with the Agreement has been affected, including, to the extent reasonably available, information to assist Customer to comply with its obligations as Data Controller, in accordance with applicable Data Protection Legislation, in notifying competent supervisory authorities and individuals.

7.2 Customer requires Outpayce to notify any Personal Data Breaches in conformity with the terms of the Agreement.

8. Data audits

8.1 Outpayce will provide the information reasonably necessary to substantiate compliance with Outpayce's Personal Data Processing obligations under the Agreement by making the Outpayce Reports available. Customer acknowledges that said documentation will be used to satisfy any audits or inspection requests by or on behalf of Customer.

8.2 The Outpayce Reports as well as any information and documentation provided by Outpayce pursuant to this Clause will be treated or will request to be treated, by Customer as Confidential Information of Outpayce (provided that where such Outpayce Reports and documents are directly relevant to a regulator of the

Customer, the Customer shall be entitled to make disclosure of such parts of the Outpayce Reports and documents as are reasonably required by their regulator.

8.3   Outpayce may charge fees (based on Outpayce's reasonable costs) for any support provided pursuant to Clauses 6.2 and 8.1 (including the costs of providing the relevant certification and/or report).

9.   Data Processing Subprocessors

9.1   The Data Processing Subprocessors used by Outpayce in the Processing of Personal Data can be found here.

9.2   Outpayce will update the list of Data Processing Subprocessors in the event of any changes to the Data Processing Subprocessors used by Outpayce in the Processing of Personal Data. To get notified when there are changes in such list, the Customer must click the "Subscribe" button above the list. Where Outpayce or its Affiliates engage any Data Processing Subprocessors, it will impose equivalent Personal Data Processing obligations set out in this Clause on such Data Processing Subprocessors. Customer hereby, grants Outpayce and its Affiliates a general written authorization to engage Data Processing Subprocessors in the Processing of Personal Data in accordance with the provisions set out in this Clause.

9.3   Upon receipt of the notice outlined in the preceding paragraph, Customer (a) acting reasonably, objects to the use of a Data Processing Subprocessor, on the grounds that such use would present a significant risk to the Data Subjects' rights and freedoms; and (b) notifies Outpayce promptly in writing within fourteen (14) calendar days after receipt of Outpayce notice in accordance with Clause above providing details of the evidence of such grounds, Outpayce will try to (i) resolve Customer's objections or (ii) find a different Data Processing Subprocessor.

9.4   If the Parties cannot resolve the situation, Customer can terminate the provision of the affected Payment Solution. Neither Party will have any right to seek damages or compensation from the other Party on these grounds.

10.   Business partners

10.1   Legal basis. Outpayce will Process the Personal Data of the Customer's representatives, employees, contractors and other points of contact to fulfil its obligations under this Agreement.

10.2   Exercise of data protection rights[1]. These persons can exercise their rights by contacting Outpayce at: dataprotection@outpayce.com and/or contact the Outpayce data protection officer at: dpo@outpayce.com if they consider that their rights have not been addressed.

10.3   Further information. This information may be supplemented with other information provided to the Partner and/or to such persons, as appropriate, by means of more specific privacy statements. The Partner must inform these people about how Outpayce Process their Personal Data.

11.   Disclaimers

11.1   Customer Selected Providers. Outpayce will not be responsible for how Customer Selected Providers Process Personal Data that Outpayce may share with them following the instructions of the Customer.

11.2   Customer compliance with Data Protection Legislation. Customer remains responsible for the compliance with provisions of Data Protection Legislation applicable to Customer as Data Controller. Outpayce is not responsible for complying with Data Protection Legislation applicable to Customer or Customer's industry.

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[1] Further information can be found at: https://amadeus.com/en/policies/business-privacy-policy.