

Data Processing Agreement

In relation to certain services, as described in the main Agreement, Banqup may process your personal data as a Data Processor. The Data Processing Agreement (hereinafter DPA) supplements the Agreement, entered into between You and Banqup in relation to the processing of Personal Data.

1. Definitions

1.1. In this DPA, the following definitions shall have the following meaning:

"Annex": an annex to the main Agreement which forms an integral part thereof.

"Data Subject", **"Personal Data"**, **"Personal Data Breach"** and **"Processing"** shall have the same meanings as in the Data Protection Legislation. **"Processed"** and **"Process"** shall be construed in accordance with the definition of **"Processing"**;

"DPA" This Data Processing Addendum, including the Annexes, in which the general rules are laid down with regard to the conditions pursuant to which Banqup will perform the activities for the Processing of Personal Data on your behalf. The DPA shall be an integral part of the Agreement. This DPA will take effect as from Effective Date and shall continue to be in force and effect until the termination of the Agreement.

"Data Protection Legislation" means any legislation in force within the European Union and in the UK on the protection of personal data, including Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter: GDPR), the Data Protection Act (hereinafter: UK GDPR) or any other local data protection legislation.

"Third Party" means any person or entity which is not a party to the Agreement, including any contractors (including SubProcessors).

"Services" means the services, functions, responsibilities and outputs to be provided and fulfilled by Banqup under the Agreement.

"Sub Processor" means a Third Party engaged by Banqup as sub-processor to provide the Services or any part of them.

2. DATA PROCESSING

2.1. Banqup will Process Personal Data on your behalf in relation to the Services requested by You. In this respect You determine the purposes and means of the Processing and expressly acknowledges and warrants that you have all necessary rights to provide the Personal Data to Banqup, and that one or more lawful bases set forth in the Data Protection Legislation supports the lawfulness of the processing. Banqup shall without undue delay inform You if, in its our opinion, an instruction infringes this DPA, Data Protection Legislation or any other data protection provisions.

2.2. Where Personal Data is Processed by Banqup, its agents, Sub Processors or employees under or in connection with the Agreement, Banqup shall, and shall procure that its agents, Sub Processors and employees shall:

a) only Process the Personal Data or disclose or permit the disclosure of the Personal Data to any Third Party:

- i) in accordance with your instructions as stated in this DPA and in the Main Agreement; or
- ii) where required by law to which Banqup is subject, in which case Banqup shall inform You of that legal requirement before Processing that Personal Data, unless that law prohibits such information being provided on important grounds of public interest;

b) take reasonable measures to ensure that all employees, agents and Sub- Processors who may have access to the Personal Data:

- i) are informed of the confidential nature of the Personal Data; and
- ii) are subject to confidentiality undertakings or professional or statutory obligations of confidentiality that apply with respect to (the Processing of) such Personal Data;

- c) except where statutory guidance indicates that a Personal Data Breach is not required to be notified by Banqup, notify You without undue delay upon becoming aware of a Personal Data Breach and otherwise assist You, taking into account the nature of Processing and the information available to Banqup, in meeting its obligations regarding the notification, investigation, mitigation and remediation of a Personal Data Breach under the Data Protection Legislation, without prejudice to Banqup's right to charge You for any reasonable costs for such assistance;
 - d) assist You as reasonably requested, to the extent necessary to enable You to comply with any exercise of rights by a Data Subject under the Data Protection Legislation in respect of Personal Data Processed by Banqup under the Agreement or comply with any assessment, enquiry, notice or investigation under the Data Protection Legislation, including by any regulator, subject to reasonable advance notice and without prejudice to Banqup's right to charge You for any reasonable costs for such assistance;
 - e) only authorise Sub- Processors to Process the Personal Data ("Sub-Processor") not reasonably objected by You, subject to:
 - i) informing You of the identity of the proposed Sub-Processor. Banqup will inform You of all intended changes with regard to the addition or replacement of other Sub-Processors via email. Please register to our sub-processors@banqup.com mailing list to be informed. You are entitled to give your written and motivated objections to such Sub- Processor within a period of five (5) days after such notification. In absence thereof, the Sub- Processor shall be deemed to be accepted. In the event You provide Banqup with a motivated objection, the parties will discuss these objections. In the even the Parties do not find a reasonable agreement, You are entitled to terminate the Agreement and this DPA and;
 - ii) including terms in the contract between Banqup and the Sub-Processor which are the same as those set out in article 28 (3) of the GDPR, of the UK GDPR or required by any other local data protection legislation; and
 - iii) Banqup remaining liable in accordance with the terms of the Agreement relating to liability, for any failure by a Sub-Processor to fulfil its obligations in relation to the Processing of any Personal Data;
 - f) cease Processing the Personal Data upon the termination or expiry of the Agreement or, if sooner, the Service to which it relates and, at the your option, either (if technically possible) return or delete the Personal Data and any copies of it or of the information it contains unless the parties have agreed otherwise in the Agreement and without prejudice to any EU or Member State legal obligations for Banqup to store or archive such Personal Data..
- 2.3. The nature and purpose of the Processing, type of personal data and categories of Personal Data to be Processed are detailed in the annex of the Agreement.
- 2.4. You hereby agree that Banqup, at the moment of entering into this Agreement, will engage with the Sub- Processors as detailed in Annex of the main Agreement for the Processing of Personal Data as stated in this DPA.
- 2.5. Banqup can only be held liable for an infringement of this DPA that is directly attributable to us , or the provisions that apply directly to Banqup on the basis of the applicable Data Protection Legislation insofar as You have complied with your own obligations as set out in this DPA and the applicable Data Protection Legislation. The liability provision set out in the Agreement is fully applicable. In the event no limitation of liability was agreed in the Agreement, the liability that Banqup may incur shall be limited to the value of the Agreement.
- 2.6. Upon reasonable request, Banqup shall make available to You all information necessary to demonstrate compliance with its obligations under Article 32 to 36 of the GDPR or any local data protection legislation, If such information is not sufficient and Banqup is not able to give You a sufficient answer to your additional questions, You are allowed to conduct or mandate another auditor to conduct an audit. Such third party auditor may be refused by Banqup if this is a competitor of Banqup or if there is a conflict of interest with this mandated auditor. The audit may be conducted for the purpose of verifying the compliance with Banqup obligations under this DPA and shall be without prejudice to Banqup's right to charge You any costs for such assistance. An audit may not take place more than once per contract year and must be notified at least 60 days in advance. All audit costs are exclusively borne by You. Banqup may limit your access to the premises of Banqup to a space provided by Banqup and the auditor may not copy or delete documents from Banqup without the prior approval and consent of Banqup. You shall guarantee that the audit is carried out in such a way that the inconvenience for Banqup is kept to a minimum. You will impose sufficient confidentiality obligations on your auditors. In addition, Banqup has the right to require the auditors to sign a non-disclosure agreement before the start of the audit. In all cases, it is essential to protect the confidential information of Banqup. You must, or will request that your external auditors, send a draft version of the audit report to Banqup. Banqup

has the right to submit its comments within a timeframe as agreed between the Parties. The auditor shall take the comments of Banqup into account.

- 2.7. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall implement the measures stated in article 32 of the GDPR, of the UK GDPR or any other local data protection legislation and ensure that its agents, Sub Processors and employees implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account in particular the risk of accidental or unlawful destruction, loss, alteration or unauthorised disclosure of or access to the Personal Data. Banqup shall take steps to ensure that any natural person acting under its authority who has access to personal data does not process them except on your instructions, unless he or she is required to do so by EU or Member State law.
- 2.8. Any transfer of Personal Data to a third country or international organisation may only take place in accordance with the principles set out in the applicable Data Protection Legislation and this DPA. You grant Banqup permission to transfer Personal Data to a third country or to an international organisation, as set out in the Annex of the Agreement. Any change or addition to the list as stated in the Agreement, as proposed or required by Banqup, will be communicated to You before such transfer takes place. You have the right to object to such transfer within five (5) days of notification of the change. The Parties agree on whether or not to proceed with the transfer and the consequences thereof for the provision of the Services in terms of scope, timing and budget.

If you are located in the EU the following should apply:

Any transfer to a third country or international organisation can take place on the following grounds:

- a) An adequacy decision by the Commission;
- b) Appropriate safeguards, including the availability of enforceable rights of Data Subjects and effective legal means. Appropriate safeguards must be adhered to in the following cases: (i) binding corporate rules; (ii) standard data protection clauses adopted by the Commission or by a Supervisory Authority and approved by the Commission; or (iii) an approved code of conduct or an approved certification mechanism.

If you are located outside the EU, similar restrictions may apply.

- 2.9. If there is new guidance or a change in the Data Protection Legislation or case law that renders all or part of the Services illegal, Banqup may terminate the Agreement unless the Parties reach agreement to change the Services whereby the Services are no longer illegal.
- 2.10. This DPA is governed by the law of the Agreement.
- 2.11. All Disputes arising from or related to this DPA shall be settled by the competent court determined in the Agreement.
- 2.12. If a provision of this DPA is proven to be invalid or unenforceable in whole or in part, it will be regarded as severable (insofar as it is invalid or unenforceable) and the validity of the other provisions of this DPA will remain unaffected. If the invalid provision is of fundamental importance for achieving the goal of this DPA, the Parties shall negotiate in good faith to remedy the invalidity, illegality or unenforceability of the provision or otherwise change this DPA to achieve its purpose.

ANNEX 1: DETAILS OF PROCESSING OF PERSONAL DATA

This Annex1 includes further information relating to the processing activities, in addition to the information already provided in the Agreement and in the DPA. *[Depending on the services you subscribe to, we may collect different categories of data from different categories of data subjects and for different purposes. Please ensure to complete this Annex according to the service(s)/products used. For more information with regards to the relevant sub-processor(s) please contact gdpr@banqup.com]*

1. The subject-matter of the Processing of Personal Data

Personal Data may be processed for the performance the Services set out in the main Agreement

2. The nature and purpose of the Processing of Personal Data

Personal Data may be processed for the following purpose: *[Please elaborate on the purpose]*

3. The categories of Data Subjects

Categories of Data Subjects	Strike through if not applicable
(potential)/(ex) customers	Yes/no
applicants and (ex) employees, interns	Yes/no
(potential)/(ex) suppliers	Yes/no
(potential)/(ex) business partners	Yes/no
Agency, agent or employees of the agent	Yes/no
Children below the age of 16 years	Yes/no
Any other category: [insert category]	Yes/no

4. The processing activities concerning the following categories of Personal Data:

4.1. The Personal Data concerns the following ordinary categories of data

Categories of Personal Data	Strike through if not applicable
Identification data. Examples are surname, first name, age, gender, date of birth, electronic identification data (such as IP address, cookies), license plate.	Yes/no If yes, [please specify]
Contact data. Examples are address, telephone number, email address.	Yes/no If yes, [please specify]
Location data. Examples are location data from GPS or mobile phones.	Yes/no If yes, [please specify]
National identification number	Yes/no If yes, [please specify]
Financial identification data. Examples are bank account number, card number, PIN code.	Yes/no If yes, [please specify]
Income and asset data. Examples are salary, data concerning assets (such as the house of a client and the characteristics of that house), data concerning savings of financial instruments.	Yes/no If yes, [please specify]
Characteristics of financial and insurance products. Examples are characteristics of mortgages (such as the amount of the loan, duration, interest rate).	Yes/no If yes, [please specify]
Expenses and debts. Examples are the total amount of expenses, monthly rent.	Yes/no If yes, [please specify]

Financial profiles. Examples are a credit score and risk profile.	Yes/no If yes, [please specify]
Settlement/Resolution data. Examples are transaction data, data concerning an insurance claim.	Yes/no If yes, [please specify]
Lifestyle and habits. Examples are tobacco consumption, alcohol consumption, data related to trips.	Yes/no If yes, [please specify]
Leisure activities and interests. Examples are hobbies, sports and other interests.	Yes/no If yes, [please specify]
Consumption habits.	Yes/no If yes, [please specify]
Relational data. Examples are marital data, data concerning family members.	Yes/no If yes, [please specify]
Education and training data. Examples are, certifications, professional experiences.	Yes/no If yes, [please specify]
Professional data. Examples are data concerning the termination of an employment, attendance, salary.	Yes/no If yes, [please specify]
Image recordings. Examples are, photo, video recording.	Yes/no If yes, [please specify]
Sound Recordings. Examples are telephone recording.	Yes/no If yes, [please specify]
Data concerning legal proceedings. Examples are subpoenas, notice of default.	Yes/no If yes, [please specify]
Any other category	Yes/no If yes, [please specify]

4.2. The Personal Data concern the following special categories of data:

Special categories of data	Strike through if not applicable
Personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, data concerning a natural person's sex life or sexual orientation.	Yes/no If yes, [please specify]
Genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health.	Yes/no If yes, [please specify]
Personal data relating to criminal convictions and offences.	Yes/no If yes, [please specify]

5. Sub- Processors

[DRAFT NOTE: please list the Sub- processors]

The addition or removal of a Sub-Processor will not negatively affect the level of security within the agreement to less that which existed at the time of the signing of the DPA.

6. Transfer(s) of Personal Data

Personal Data are transferred to the following third countries: [DRAFT NOTE: please list the countries or put NA]