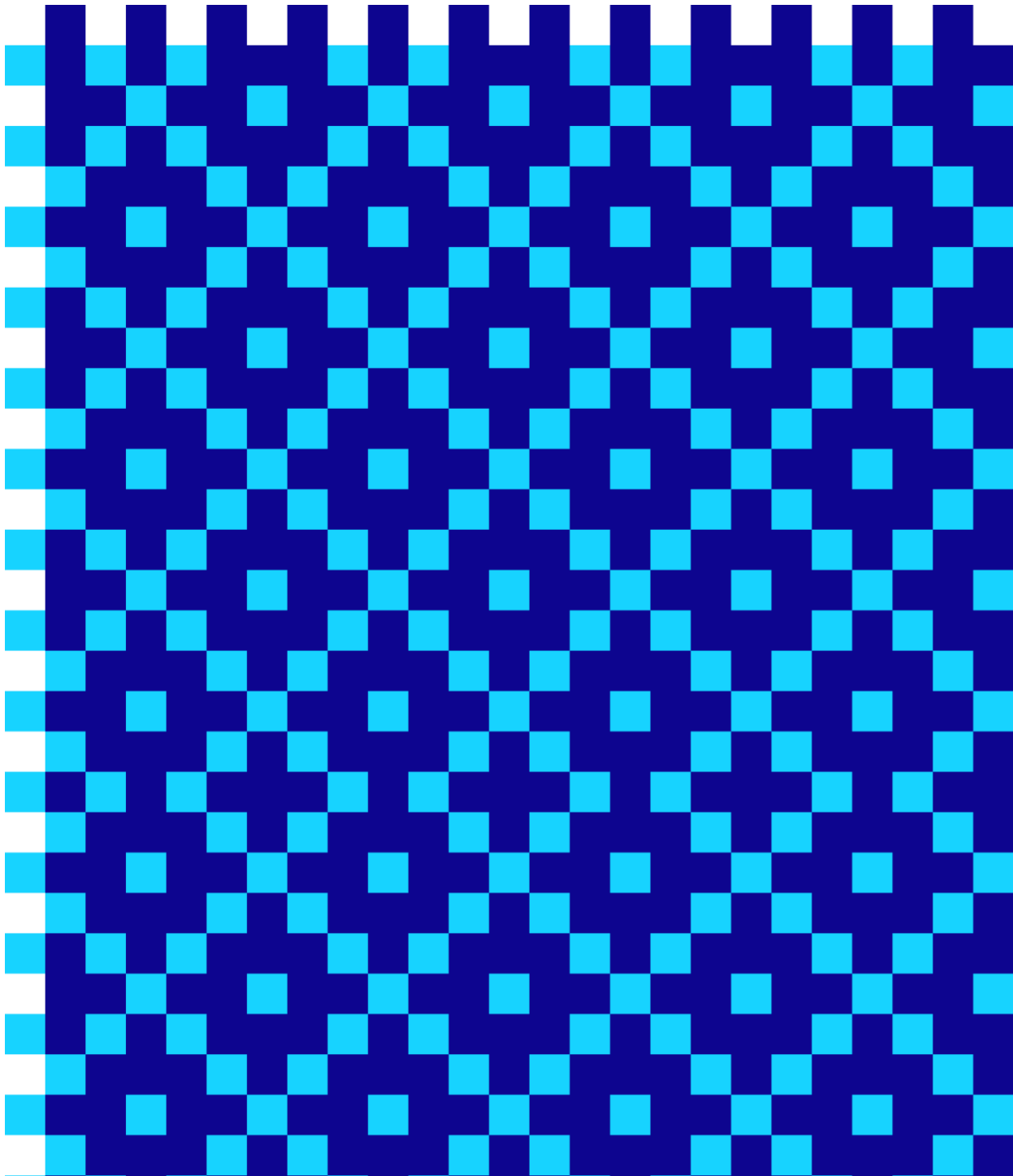


Card Processing Agreement

Schedule 3 – Data Protection



Each Party warrants to the other that:

- 1.1.1. it has complied with and will for the duration of this Agreement continue to comply (and shall procure compliance of its employees) to the provisions of all applicable Regulations, including Data Protection Law;
- 1.1.2. it will maintain any licence or registration it needs in order to comply with any Data Protection Law or Regulation that applies or may apply to its performance of this Agreement.
- 1.2. In relation to Personal Data Processed under this Agreement by THREDD as Processor in relation to which the Client is the Data Controller and is subject to GDPR or equivalent laws, THREDD:
 - 1.2.1. will Process Personal Data solely on behalf of and in accordance with the instructions of the Client as set out in Appendix 1 to this Schedule as may be amended by agreement, unless required to do so by Data Protection Law in which case THREDD shall inform the Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - 1.2.2. will not disclose or transfer Personal Data obtained under this Agreement in breach of Regulations;
 - 1.2.3. will taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and security for the rights of the data subjects, maintain appropriate technical and organisational security measures to ensure a level of security appropriate to the risk to protect such Personal Data against accidental, unlawful destruction, loss, alteration, unauthorised disclosure or access;
 - 1.2.4. will assist the Client in ensuring compliance with the Client's obligations set out in Data Protection Law taking into account the nature of processing and the information available to THREDD, provided in each case that the Client shall bear all costs, expenses and associated fees incurred by THREDD and its associated organisations in providing such assistance and will be charged at an hourly rate between the Parties.
 - 1.2.5. will assist the Client in ensuring compliance with the Client's obligations set out in the following Articles of GDPR:
 - 1.2.5.1. Article 32 (*Security of Processing*);
 - 1.2.5.2. Article 33 (*Notification of Personal Data Breach to Authority*);
 - 1.2.5.3. Article 34 (*Communication of breach to data subject*);
 - 1.2.5.4. Article 35 (Data Protection impact assessment);
 - 1.2.5.5. Article 36 (*Prior consultation*),
taking into account the nature of processing and the information available to THREDD, provided in each case that the Client shall bear all costs, expenses and associated fees incurred by THREDD and its associated organisations in providing such assistance and will be charged an hourly rate to be agreed between the Parties.
 - 1.2.6. will, if requested by Client, provide reasonable assistance to Client in carrying out a data protection impact assessment, of which the Client shall bear all costs, expenses and associated fees incurred by THREDD and its associated organisations and will be charged an hourly rate to be agreed between the Parties;
 - 1.2.7. will ensure that all persons authorised to Process Personal Data are subject to contractual obligations concerning confidentiality of Personal Data;
 - 1.2.8. will, taking into account the nature of the processing, assist the Client by appropriate technical and organisational measures (insofar as is possible), for the fulfilment of the Client's obligation to respond to requests for exercising data subjects' rights laid down in Chapter III GDPR, including promptly notifying the Client of any subject access requests and not responding to such requests unless obliged to by Regulations or instructed to do so by the Client;
 - 1.2.9. will not, other than on the documented instructions of the Client as set out in Appendix 1 to this Schedule, Process or transfer the Personal Data outside the Safe Countries or to any international organisation without the prior written consent of the Client (save where required to do so by Data Protection Law in which case THREDD shall inform the Client of that legal requirement before such Processing or transfer unless that law prohibits such information on important grounds of public interest);
 - 1.2.10. may appoint a sub-Processor (this Agreement conferring on it a general authorisation to do so) provided that it shall inform the Client of any addition or replacement of a sub-Processor in writing from time to time which may be given by posting an updated list of sub-Processors at URL: [Thredd.com/legal-documents](https://thredd.com/legal-documents) and provide the Client with an opportunity to object to such addition or replacement and provided further that all sub-Processors shall enter into a written contract with THREDD containing terms which are equivalent to those set out in this Condition 1.2 (mutatis mutandis);
 - 1.2.11. will at the Client's option, delete or return all Personal Data to the Client on termination of this Agreement and

delete all copies of the same unless required to maintain such copies by Regulations; and

- 1.2.12. will make available to the Client all information necessary to demonstrate compliance with the obligations set out in this Condition 1.2 and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client. The Client shall bear all costs, expenses, and any other associated fees incurred by THREDD and its associated organisations in connection with the undertaking of or supporting any audit.
- 1.3. This Condition 1.3 shall only take effect in the event that:
- 1.3.1. A member of the Client's Group is registered in the EEA but outside of the UK; and
- 1.3.2. The UK has left the EEA; and
- 1.3.3. No agreement has been reached between the UK and the EU which authorises the transfer of Personal Data between the UK and the EU; and
- 1.3.4. There is not currently in force an adequacy decision granted by the European Commission under Article 45(3) GDPR to the UK.

In the event that THREDD processes Personal Data outside of the territory of the EEA, the C2P SCC applies

with respect to any such processing. In such case the parties acknowledge and agree that:

- (a) the C2P SCC are hereby incorporated by reference;
 - (b) the Client shall be deemed to be the "data exporter" for purposes of the C2P SCC;
 - (c) THREDD shall be the "data importer" for the purposes of the C2P SCC;
 - (d) the Client and THREDD shall each comply with their respective obligations in the C2P SCC; and
 - (e) if there is any conflict, or inconsistency between a term in the body of this Agreement and a term in the C2P SCC incorporated into this Agreement, the term in the C2P SCC shall take precedence.
- 1.4. For the purposes of Condition 1.3, "C2P SCCs" means controller to processor standard contractual clauses as set out in Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council as amended or superseded from time to time;

Appendix 1

Instructions and Permitted Processing of Personal Data by THREDD:

Controller	Client
Processor	THREDD
Data Subjects	Cardholders
Categories of personal data	Cardholder name [and contact details (address, email, telephone number)], Card Account Data, Transaction data
Processing Purposes	To enable the Client to lawfully administer and manage the Card Programme, including; <ul style="list-style-type: none"> • To issue Cards to Cardholders and block and unblock Card Accounts/Cards; • To effect inbound and outbound Transactions and carry out reconciliation activities; • Dealing with balance enquiries, Card activation, PIN issuance. • To monitor (and where applicable, block and report to the Client) Transactions for suspicious activities and fraud; • To provide reporting to the Client and the Issuer as is necessary for the effective operation of the Card Programme, Card Account reconciliations and settlement with the Scheme.
Nature of Processing	Collection, recording, disclosure by transmission, dissemination, organisation, structuring, storage, retrieval, use, combination, correction (if applicable) erasure and destruction.
Duration of the Processing	The duration of the Agreement and or such longer period as required under the terms of this Agreement or permitted by law or regulation the Processor is subject to, subject to processing only for the purposes set out by such law or regulation.
Permitted further sub-processors appointed by the Processor and the purpose of such sub-processing	A full list of Sub-Processors is included in the "Sub-Processor List" hosted at https://www.Thredd.com/legal-documents
Instructions of Client regarding transfer to third countries	The Client instructs THREDD to transfer Personal Data for Processing in any Safe Country.

Controller	Client
Processor	THREDD
Data Subjects	Client Employees
Categories of personal data	Name, Address, Phone Number, Tax Records
Processing Purposes	To enable THREDD to execute and conduct third party due diligence to lawfully administer and manage the Card Programme.
Nature of Processing	Collection, recording, disclosure by transmission, dissemination, organisation, structuring, storage, retrieval, use, combination, correction (if applicable) erasure and destruction.
Duration of the Processing	The duration of the Agreement and or such longer period as required under the terms of this Agreement or permitted by law or regulation the Processor is subject to, subject to processing only for the purposes set out by such law or regulation.
Permitted further sub-processors appointed by the Processor and the purpose of such sub-processing	A full list of Sub-Processors is included in the "Sub-Processor List" hosted at https://www.Thredd.com/legal-documents
Instructions of Client regarding transfer to third countries	The Client instructs THREDD to transfer Personal Data for Processing in any Safe Country.