

Client Data & GDPR

The Client's data are those recorded on the first page of the Agreement and in **Appendix A** (Client's Questionnaire). The Company shall update the Client's data by written notice to the Client in a reasonable time at its absolute discretion. The Company will keep Client's data for the whole duration of this agreement and for at least 5 years following termination of this agreement. The Client undertakes the obligation to immediately inform the Company in writing of any change of this data, of any other data he gives to the Company from time to time, otherwise the Company shall not be liable for the carrying out of acts based upon the data which the Company had at its disposal prior to being informed of such change.

DATA PROCESSING PROCEDURES (GDPR and EU Standard Contractual Clauses)

This Data Processing Procedures ("DPP") forms part of the Internal Policy Manual or other written or electronic agreement between Eurivex Ltd ("Eurivex") and Customers for the use of services from Eurivex with regard to the Processing of Personal Data.

1. Definitions

"Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Customer Data" means what is defined in the Agreement as "Customer Data." or "Your Data."

"Data Protection Laws and Regulations" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, applicable to the Processing of Personal Data under the Agreement.

"Data Subject" means the individual to whom Personal Data relates.

"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 (General Data Protection Regulation).

"Personal Data" means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Customer Data.

"Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

"Processor" means the entity which Processes Personal Data on behalf of the Controller.

"Supervisory Authority" means an independent public authority which is established by an EU Member State pursuant to the GDPR.

2. Processing Of Personal Data

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, Eurivex is a Processor.

2.2 Customer's Processing of Personal Data. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

2.3 Eurivex's Processing of Personal Data. Eurivex shall treat Personal Data as Confidential Information and shall only Process Personal Data on behalf of and in accordance with Customer's instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.

2.4 Details of the Processing. The subject-matter of Processing of Personal Data by Eurivex is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this policy are further specified in Schedule 3 (Details of the Processing).

3. Rights of Data Subjects

3.1 Data Subject Request. Eurivex shall, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject to access, correct or delete that person's Personal Data or if a Data Subject objects to the Processing thereof ("Data Subject Request"). Eurivex shall not respond to a Data Subject Request without Customer's prior written consent except to confirm that such request relates to Customer to which Customer hereby agrees. To the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Eurivex shall upon Customer's request provide

commercially reasonable assistance to facilitate such Data Subject Request to the extent Eurivex is legally permitted to do so and provided that such Data Subject Request is exercised in accordance with Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from FF's provision of such assistance.

4. Personnel

- 4.1 Confidentiality.** Eurivex shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Eurivex shall ensure that such confidentiality obligations survive the termination of the personnel engagement.
- 4.2 Reliability.** Eurivex shall take commercially reasonable steps to ensure the reliability of any Eurivex personnel engaged in the Processing of Personal Data.
- 4.3 Limitation of Access.** Eurivex shall ensure that Eurivex's access to Personal Data is limited to those personnel who require such access to perform the Agreement.
- 4.4 Data Protection Officer.** Members of the Eurivex Group will appoint a data protection officer where such appointment is required by Data Protection Laws and Regulations.

5. Sub-Processors

- 5.1 Appointment of Sub-processors.** Customer acknowledges and agrees that (a) Eurivex's Affiliates may be retained as Sub-processors; and (b) Eurivex and Eurivex's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. Eurivex or a Eurivex Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the services provided by such Sub-processor.
- 5.2 Objection Right for New Sub-processors.** Customer may object to Eurivex's use of a new Sub-processor by notifying Eurivex in writing within ten (10) business days after receipt of an Updated Sub-processor List. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, Eurivex will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If Eurivex is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the applicable Order Form(s) with respect only to those Services which cannot be provided by Eurivex without the use of the objected-to new Sub-processor, by providing written notice to Eurivex. Eurivex will refund to Customer any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.
- 5.3 Sub-processor Agreements.** The parties agree that the copies of the Sub-processor agreements that must be sent by Eurivex to Customer pursuant to Clause 5(j) of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by the Eurivex beforehand; and, that such copies will be provided by Eurivex only upon reasonable request by Customer.
- 5.4 Liability.** Eurivex shall be liable for the acts and omissions of its Sub-processors to the same extent Eurivex would be liable if performing the services of each Sub-processor directly under the terms of this agreement, save as otherwise set forth in the Agreement.

6. Security

- 6.1 Controls for the Protection of Personal Data.** Eurivex shall maintain administrative, physical and technical safeguards designed for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Data), confidentiality and integrity of Customer Data, including Personal Data, in accordance with Standard Contractual Clauses. Eurivex will not materially decrease the overall security of the Services during a subscription term.

7. Security Breach Management and Notification

Eurivex maintains security incident management policies and procedures and shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, including Personal Data, transmitted, stored or otherwise Processed by Eurivex or its Sub-processors of which Eurivex becomes aware (a "Customer Data Incident"). Eurivex shall make reasonable endeavours to identify the cause of such Customer Data Incident and take those steps as Eurivex deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within Eurivex's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's Users.

7.1 Return and Deletion of Customer Data

Eurivex shall return Customer Data to Customer and, to the extent allowed by applicable law, delete Customer Data in accordance with the procedures and timeframes specified in the Agreement.

8. Authorized Affiliates

- 8.1 Contractual Relationship.** The parties acknowledge and agree that, by executing the Agreement, Customer enters into the

agreement on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates. Each Authorized Affiliate agrees to be bound by the obligations under this agreement. All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Agreement, and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be deemed a violation by Customer.

- 8.2** Communication. The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Eurivex and be entitled to make and receive any communication in relation to this agreement on behalf of its Authorized Affiliates.
- 8.3** Rights of Authorized Affiliates. Where an Authorized Affiliate becomes a party to the agreement with Eurivex, it shall to the extent required under applicable Data Protection Laws and Regulations be entitled to exercise the rights and seek remedies under this agreement subject to the following:
- (i) Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this agreement against Eurivex directly by itself, the parties agree that
 - (ii) Solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights not separately for each Authorized Affiliate individually but in a combined manner for all of its Authorized Affiliates together.
- 8.4** Data Protection Impact Assessment. With effect from 25 May 2018, upon Customer's request, Eurivex shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Eurivex. Eurivex shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks, to the extent required under the GDPR.
- 8.5** Transfer Mechanisms for Data Transfers. Subject to the terms of this agreement, Eurivex makes available the transfer mechanisms listed below which shall apply, to any online transfers of Personal Data from the European Union, the European Economic Area and/or their member states, to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws and Regulations of the foregoing territories, to the extent such transfers are subject to such Data Protection Laws and Regulations.

9. Audits and Certifications

- 9.1** The parties agree that the audits shall be carried out in accordance with the following specifications: Upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, Eurivex shall make available to Customer (or Customer's independent, third-party auditor that is not a competitor of FF and that has signed nondisclosure agreement reasonably acceptable to Eurivex) information regarding the Eurivex's compliance with the obligations and, for its Sub-processors. Following any notice by Eurivex to Customer of an actual or reasonably suspected unauthorized disclosure of Personal Data, upon Customer's reasonable belief that Eurivex is in breach of its obligations in respect of protection of Personal Data, or if such audit is required by Customer's Supervisory Authority, Customer may contact Eurivex to request an audit at Eurivex's premises of the procedures relevant to the protection of Personal Data. Any such request shall occur no more than once annually, save in the event of an actual or reasonably suspected unauthorized access to Personal Data. Customer shall reimburse Eurivex for any time expended for any such on-site audit at the Eurivex then-current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and Eurivex shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Eurivex. Customer shall promptly notify Eurivex with information regarding any non-compliance discovered during the course of an audit.
- 9.2** Certification of Deletion. The parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses shall be provided by Eurivex to Customer only upon Customer's request.

SCHEDULE

Infrastructure – Customer Data Storage

The Services are hosted by TMDHosting based in Amsterdam and access to the infrastructure used to store data submitted by customers to the Services ("Customer Data") is owned or controlled by Eurivex Ltd. Each instance the Services contains many servers and other elements to make it run. Copies of each instance are located in data centres. One data center serves as the primary location from which data is served, and the second data center serves as a back-up. The primary location will switch between the two data centres periodically. TMDHosting uses vendor-supplied technologies to optimize the accuracy and integrity of replication between primary and secondary systems and to continuously monitor the data replication process.

Eurivex may store in all data centres identifying information about Customer's instance(s) of the Services and identifying information about Users for the purposes of operating the Services, such as facilitating the login process and the provision of customer support. Such identifying information shall only include the following personal data about Users, as provided by Customer in its provision of User accounts: first and last name, email address, username, phone number, and physical business address.