

PERSONAL DATA PROCESSING ANNEX

1. **Defined Terms.** As used in this Annex, the terms below (and their plural forms) have the following meanings:
 - 1.1. **“Data”** means any information or data to be processed by FIS pursuant to the Agreement including any Personal Data, if applicable;
 - 1.2. **“Data Protection Laws”** means GDPR and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction, and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them;
 - 1.3. **“GDPR”** means the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679);
 - 1.4. **“Services”** means any services provided by FIS to Client pursuant to the Agreement, including but not limited to Professional Services, support services and Hosting Services;
 - 1.5. **“Standard Contractual Clauses”** means the contractual clauses set out in EU Commission Decision C(2010)593 Standard Contractual Clauses (processors) for the purposes of Article 26(2) of Directive 95/46/EC; and
 - 1.6. The terms, **“Controller”**, **“Data Subject”**, **“Personal Data”**, **“Processing”** and **“Processor”** shall have the same meaning as in the GDPR, and their related terms shall be construed accordingly.
2. **Controller and Processor.** In the course of FIS providing the Services under the Agreement, Client may from time-to-time provide or make available Data to FIS. The parties acknowledge and agree that, in relation to any Personal Data provided or made available to FIS for Processing by Client under the Agreement, Client will be the Controller and FIS will be a Processor for the purposes of the Data Protection Laws.
3. **Subject Matter.** The Agreement determines the subject-matter and duration as well as the nature and purpose of FIS' Processing of Personal Data. categories of data subjects and the obligations and rights of Client. The type of Personal Data and categories of Data Subjects are set out in the **Personal Data Attachment** forming part of the Agreement. Except as expressly otherwise agreed, the provisions of this Annex shall supersede any contradicting provisions in the Agreement in relation to the subject matter of this Annex.
4. **Instructions.** FIS shall Process the Personal Data on behalf of Client and only in accordance with the instructions given by Client from time to time as documented in and in accordance with the terms of the Agreement unless required by applicable laws, in which case FIS shall to the extent not prohibited by such laws on important grounds of public interest inform Client of that legal requirement before the relevant Processing of that Personal Data. FIS shall immediately inform Client if, in its opinion, an instruction infringes against applicable laws.
5. **Lawful Processing** Client shall ensure that it is entitled to transfer the relevant Personal Data to FIS so that FIS may lawfully Process the Personal Data in accordance with the Agreement on Client's behalf, which may include FIS Processing the relevant Personal Data outside the country where Client and the Data Subjects are located in order for FIS to provide the Services and perform its other obligations under the Agreement.
6. **Standard Contractual Clauses.** To the extent required to ensure the legality of international data transfers, the parties hereby incorporate the Standard Contractual Clauses into this Annex and the following shall apply:
 - 6.1. the country where the data exporter is established shall be deemed inserted in Clause 9 and Clause 11 of the Standard Contractual Clauses at the appropriate places;
 - 6.2. in Appendix 1 of the Standard Contractual Clauses, the name and address of Client shall be deemed inserted as Data Exporter and the name and address of FIS shall be deemed inserted as Data Importer. Categories of data subjects and Categories of data shall be deemed inserted as set out in the Personal Data Attachment. No special categories of data are applicable. The processing operations are as set out in the Agreement; and
 - 6.3. in Appendix 2 of the Standard Contractual Clauses, the description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) of the Standard Contractual Clauses shall be as referenced in Section 10 below and shall be deemed inserted.

7. Data Secrecy. FIS shall ensure that all persons it authorizes to access the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

8. Personnel Compliance. Each party shall take reasonable steps to ensure that any natural person acting under its authority who has access to Personal Data does not Process them except on instructions from it.

9. Subprocessors. FIS may engage the Authorized Recipients as Processors under the Agreement and FIS shall (i) impose upon such Processors data protection obligations that ensure at least the same level of data protection as set out herein and (ii) be responsible for the acts and omissions of its Authorized Recipients under the Agreement. FIS shall inform Client of any intended changes concerning the addition or replacement of other Processors not permitted hereunder, by making such information available to Client in the GDPR section of its Client Portal. Unless Client objects to such changes in writing setting out its reasonable concerns in detail within four (4) weeks from such notice, the change shall be deemed accepted by Client. If Client objects, FIS shall consult with Client, consider Client's concerns in good faith and inform Client of any measures taken to address Client's concerns. If Client upholds its objection and/or demands significant accommodation measures and either would result in a material increase in cost to provide the Services, FIS shall be entitled to increase the fees for the Services or, at its option, terminate the Agreement. Where necessary to legalize the use of an Authorized Recipient as Processor, Client hereby authorizes FIS to conclude the Standard Contractual Clauses as per Section 6 above with such Processors on behalf of Client and (if required) Client's Affiliates. Each such conclusion of Standard Contractual Clauses shall be considered a supplement to the Agreement and shall be subject to the terms and conditions set out therein.

10. Technical and Organizational Measures. 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, Client and FIS shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. FIS' measures comprise those documented in the **FIS Information Security and Data Protection Statement**, which is accessible under <https://www.fisglobal.com/solutions/legal/fis-information-security>.

11. Deletion. Upon Client's written request, FIS shall (at Client's choice) delete or return all Personal Data Processed on behalf of Client to Client after the end of the provision of the Services relating to Processing, subject to FIS retaining any copies required by applicable law.

12. Assistance and Cooperation. FIS shall cooperate with Client as reasonably requested by Client in order to assist Client with its compliance with its legal obligations under Data Protection Laws including, but not limited to, Chapter III and pursuant to Articles 32 to 36 of the GDPR, and Client shall reimburse FIS for any time spent by FIS personnel as part of any such cooperation at FIS' then standard professional services rate, together with any out of pocket costs reasonably incurred.

13. Breach Notification. If FIS becomes aware of any breach of security leading to the accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to the Personal Data that FIS Processes for Client, FIS shall without undue delay notify Client thereof. The notification shall at least

13.1. describe the nature of the Personal Data breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;

13.2. communicate the name and contact details of the data protection officer or other contact point at FIS where more information can be obtained;

13.3. describe the likely consequences of the personal data breach; and

13.4. describe the measures taken or proposed to be taken by FIS to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

14. Demonstration of Compliance. Where FIS is acting as a Processor under the Agreement, at Client's written request, FIS shall make available to Client all information reasonably necessary to demonstrate FIS' compliance with the obligations set out in this Annex.

15. Audits. FIS and Client will use current certifications or other existing audit reports to minimize repetitive audits. If nevertheless required by Data Protection Laws in addition to the information provided under Section 14 above, Client may perform on-site audits at the FIS processing facility (or facilities) that provides the Services to Client once per calendar year, unless a regulator having jurisdiction over Client expressly requires more frequent visits (in which case the request for audit shall detail the applicable requirements under which the regulator requires the visit and/or information from

Client, including details of the relevant regulation or regulatory obligation which necessitates such request). Requests for on-site audit visits shall be made in writing by Client at least sixty (60) days in advance (unless shorter notice is given by the regulator or specifically required by the relevant regulator or regulatory obligation, in which case Client will give as much advance notice as is possible in the circumstances) and shall specify the scope of the information sought and the specific purpose of the audit visit. The on-site audit will be limited to a review of the FIS' compliance with this Annex. On-site audit visits shall be conducted during normal business hours for the facility and shall be coordinated with FIS so as to cause minimal disruption to FIS' business operations. All on-site audit visits must be reasonable in scope and duration, shall not last more than two (2) business days, and shall be conducted at the expense of Client. In addition, Client shall bear all of FIS' out-of-pocket costs for assisting Client in such audit at the rates agreed between Client and FIS or if none have been agreed at FIS standard professional services rate. Such costs may include the costs of the FIS representative(s) and facility/data center representative(s) directed by FIS to assist Client with the audit. The on-site audit visit shall be performed by Client's employees and/or a reputable third-party auditor agreed to by both parties, it being understood that Client (and its representatives) shall at all times be bound by the confidentiality provisions of the Agreement and shall be accompanied by a representative of FIS. Except as prohibited by applicable law or the relevant regulator, FIS shall receive and be entitled to comment on any report prepared by or on behalf of Client prior to that report being published or disseminated (such report to be FIS Confidential Information except to the extent it relates to the business or affairs of Client, which information will be Client Confidential Information), which publication or dissemination shall be done only pursuant to the confidentiality provisions of the Agreement. The audits described in this Section shall not include electronic forms of testing, including vulnerability scanning, penetration testing, installation of audit software, direct access to systems, or ethical hacking of FIS' systems, applications, databases, or networks, except as may otherwise be agreed by FIS in writing signed by both Parties.