GENERAL CONDITIONS FOR THE PROVISION OF SERVICES TO WORLDLINE SA AND ITS AFFILIATES

1. Applicability

1.1 These Conditions shall apply to all legal relationships between Worldline SA and its Affiliates and each Supplier of Services.
1.2 The applicability of any general terms and conditions used or referred to by Supplier is herewith explicitly rejected and excluded.

2. Definitions

The following definitions shall apply to Suppliers engaged by Worldline SA and its Affiliates to render Services:
"**Acceptance**" and "**Accepted**" shall mean acceptance by Worldline SA or an Affiliate of the Services pursuant to clause 7 of the Conditions.
"**Affiliate**" shall mean, in relation to either party those companies in which it possesses, either directly or indirectly, more than fifty per cent (50%) of the shares.
"**Conditions**" shall mean these general conditions for the provision of Services.
"**Confidential Information**" shall have the meaning as ascribed to it in clause 19.
"**Deliverables**" shall mean the agreed upon results of all Services, works of authorship, whether in hard copy or electronic form, including but not limited to reports, test results, analyses, creations, manuals, supporting materials, improvements, programs, program listings, programming tools, designs, inventions, discoveries, recommendations and drawings to be created and/or provided by Supplier to Worldline SA or an Affiliate.
"**Worldline SA**" shall mean Worldline SA, with registered headquarters at River Ouest 80 quai Voltaire, 95877 Bezons, France." **Assignment Confirmation**" shall mean the document from vendor management system (VMS) which contains the following information regarding the Service:

a) the type of activities Supplier will perform;
b) the period in which Supplier shall perform the Services ;
c) the location where the Services will usually be performed;
d) the name of the actual Supplier;
e) the rate at which the Services will be performed;
f) invoicing, method of payment and payment schedule;
g) contact details;
h) arrangements for termination before expiry.

"**Sourcing Request**" shall mean the request by Worldline SA or an Affiliate in VMS for engaging a Supplier which describes the Service requirements, Deliverables and desired expertise and experience of such Supplier.
"**Intellectual Property Rights**" shall mean:
(a) patents (both already granted and applications therefore), trademarks (both already granted and applications therefore), service marks, registered and unregistered designs, applications for any of those rights, rights to semiconductor topographies, trade and business names (including internet domain names and email addresses), unregistered trademarks and service marks, rights to software, copyrights (including future copyright), know-how, database rights, rights to designs and inventions ; and (b) rights under licences, consents, orders and statutes or otherwise in relation to a right in paragraph (a); and (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) in each case in any jurisdiction;
"**MSP**" shall mean the managed service provider , i.e. the party contracted by Worldline SA and its Affiliates to manage multiple suppliers and to measure their effectiveness for purposes of provide the required Services according to a Sourcing Request. It will serve as a neutral party offering a complete sourcing solution while ensuring efficient operation and leveraging multiple suppliers to negotiate competitive rates.
"**Personal Data**" shall mean the same as in the EU Directive 95/46/EC of 24 October 1995 to be replaced as of 25 May 2018 by Regulation (EU) 2016/679, which is to say: any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person in particular and without limitation in relation to personal data of which Worldline SA is the "data controller" and which Supplier "processes" on behalf of the controller;.
"**Services**" shall mean all activities agreed upon between Worldline SA (and/or any of its Affiliates) and Supplier which will be subject to these Conditions and are laid down in detail in the Assignment Confirmation.
"**Supplier**" shall mean the legal entity providing the Services to Worldline SA and/or any of its Affiliates.
"**Proof of Non-Employment**" shall mean any document evidencing the fact that neither Supplier nor any of its consultants will be considered a Worldline SA and its Affiliate's employee by performing the Services. Such documents may vary in each country and may constitute of:

- Extract from the trade register at the Chamber of Commerce (or comparable public register for companies in other countries than The Netherlands);
- E101/A1 form for contractors working outside their EER home country but within the EER or a country that has a social security agreement in place with the EER country in which Supplier performs the Services;
- In The Netherlands only: "*Verklaring betalingsgedrag nakoming fiscale verplichtingen*" and/or "*Verklaring betalingsgedrag keten- of inlenersaansprakelijkheid*" as issued by the Dutch Tax Authorities;

"**VMS**" shall mean the Vendor Management System, i.e. the tool that - inter alia - distributes the Sourcing Request to Suppliers, create Assignment confirmations and facilitates in the invoicing process.

3. Appointment

3.1 Supplier shall deliver Services to Worldline SA and/or its Affiliates as specified in an Assignment Confirmation.
3.2 Supplier does not have the exclusive right to deliver Services.
3.3 Supplier shall not have the power, and shall not indicate to any third party that it has the power, to bind or commit Worldline SA and/or its Affiliates in respect of any third party in any way whatsoever.
3.4 Supplier may not appoint sub-contractors or legal, accounting or other professional advisors to assist it in its provision of the Services at Worldline SA and/or its Affiliate's cost without prior written approval from Worldline SA or its Affiliate as applicable.
3.5 Supplier hereby declares to have received all the documents mentioned in these Conditions that apply to the Services to be delivered to Worldline SA and/or its Affiliates, with the exception of the Sourcing Conditions, which will be drafted after agreement on the content thereof has been reached. Unfamiliarity with these documents shall not serve as a valid ground for claims.

4. Provision of the Services, service levels

4.1 The Services under the Assignment Confirmation shall be performed in accordance with these Conditions and the Assignment Confirmation;
4.2 In order to successfully provide the Services, Supplier shall meet all fixed deadlines which the parties agree are material. Any unjustified delay shall result in the application of clause 21.4 below.
4.3 Upon Worldline's request in case Services are to be provided within, or in relation to, a security sensitive environment, Worldline may require that Supplier performs a criminal background check for its employees selected by Supplier to perform the Services. Only employees for whom the criminal background check shows no criminal record will be authorized by Supplier and by Worldline to perform the Services. For all Services provided hereunder, Supplier warrants that the criminal background check for its employees performing such Services shows no criminal record. In addition, to the extent authorized by law, Supplier must ensure that all employees have a responsibility to self-report to Supplier within three (3) calendar days any arrest for any disqualifying offense. To the extent authorized by law, Supplier must notify Worldline within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of Worldline, Supplier will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract. The costs of background checks of Supplier's employees will be borne by Supplier.
4.4 Supplier shall take note of and comply with all guidelines, codes of conduct and e-learning materials provided to him by Worldline SA within the timeframe set by Worldline SA and its Affiliates. These guidelines are justified by the need to perform the work according to the specifications provided by Worldline SA.
4.5 Supplier is not entitled to register the Services Performed, and therefore invoice, for more than 8 hours per day or the maximum amount of Service hours per week mentioned in the Assignment Confirmation, unless otherwise agreed in writing and mentioned in the Assignment Confirmation.
4.6 It is specified that in the context of the services provided under the present Contract, consultant(s) of the Supplier involved must follow specific training(s) in order to comply with Worldline SA and its Affiliates internal rules. Suppliers shall therefore ensure that their consultant(s) shall follow and validate these mandatory training courses specific to external service providers. The list of training courses and the terms and conditions of implementation will be communicated to the Supplier before the start of the Services.

5. MSP procedure

5.1 When Worldline SA requires Services it shall submit a Sourcing Request in VMS. The MSP shall place such Sourcing Request on the market, to enable Suppliers to respond. Supplier shall use its best efforts to submit its best Service offer. Worldline SA shall ultimately decide on the final Supplier and Service offer and shall place an order which will be confirmed in the Assignment Confirmation. The MSP shall inform Supplier accordingly. Any questions and answers will be communicated by the MSP.
5.2 Supplier shall indicate in VMS that it accepts to provide the Services. Supplier is required to upload the documents forming part of the on-boarding requirements within two working days.
5.3 Supplier is required to provide Worldline SA and/or its Affiliates with mandatory documents, such as:

- A service offer including the requirements and expertise of the Supplier providing Services Recent extract trade register at the Chamber of Commerce (not older than one month);
- Approval on the Worldline SA and its Affiliates Code of Conduct;
- Certificate of Good Conduct;
- Certificates and other relevant documents as requested by Worldline SA; In addition, the following documents may be required:
    - Work permit for foreign employees of Supplier outside of the EU;
    - Insurance policy.

5.4 If any of the documents as stated in 5.3 has not been provided promptly by Supplier, Worldline SA or its Affiliate reserves the right to revoke the Assignment Confirmation and Worldline SA and its Affiliates shall not be liable to pay any compensation.
5.5 Upon fulfilment of the Services, Supplier shall ensure that any items, as made available by Worldline SA or its Affiliate (such as security access badges), are returned to Worldline SA or its Affiliate, within one week after the expiry date.

5.6 If the response date indicated in the Sourcing Request has expired, Supplier may no longer respond to the open Sourcing Request. Supplier is not entitled to contact Worldline SA or its Affiliates directly without involving the MSP.

6. Supplier obligations

6.1 Supplier shall comply with all legal and tax requirements. All Supplier's consultant in charge of delivering the service shall have a valid proof of ID *certificate of good conduct* for working at the premises of a financial institution.

6.2 Neither party is considered to be an employee, agent, or joint-venture partner of the other party.

7. Acceptance

Services will be Accepted once approved by Worldline SA in the registration system. If notified by Worldline SA of any unsatisfactory Services, Supplier shall, at no extra charge, promptly correct the unsatisfactory Services within five (5) working days after Worldline SA's notification. If such Services are not corrected to Worldline SA's and/or the relevant Affiliate's satisfaction, Worldline SA shall be entitled to terminate the contract as laid down in the Assignment Confirmation immediately.

8. Fees

8.1 Worldline SA's Affiliate purchasing the Service shall pay Supplier the fees specified in the Assignment Confirmation (the "Fees").

8.2 The Fees stated in the Assignment Confirmation include all taxes (except VAT), duties, governmental levies and tariffs of whatever kind as are applicable to each Service. Worldline SA and its Affiliates shall not pay any other taxes. Supplier shall periodically ensure, on its own responsibility, that all taxes and obligatory premiums related to turnover generated by Supplier are paid.

8.3 All Fees and other amounts payable shall be invoiced and paid in euros.

8.4 No expenses shall be reimbursed with the following exception. In case of travel prior approved by Worldline SA or its Affiliate in writing, reasonable travel expenses will be reimbursed after the relevant billing form has been submitted to Worldline SA or its Affiliate and the expenses have been approved by Worldline SA or its Affiliate in writing. Time and expenses for commuting will not be paid by Worldline SA or its Affiliate.

9. Invoicing & Payments

9.1 Supplier acknowledges that the MSP will manage the administration on behalf of Worldline SA and its Affiliates with regard to the day-to-day invoices of Supplier to Worldline SA or its Affiliate.

9.2 Supplier shall register the Services performed on a weekly basis in the registration system used by Worldline SA and its Affiliates.

9.3 Only the Services performed and approved by Worldline SA and its Affiliates will be invoiced.

9.4 The supplier will cooperate with the system of reversed billing. Invoicing takes place after the end of each calendar month. The MSP will create an invoice on behalf of the Supplier towards Worldline SA or its Affiliates, whereby the actual approved Services by Worldline SA and its Affiliates in its registration system will be invoiced. The MSP shall submit the invoices on behalf of the Supplier, after approval of the Supplier, to Wordline SA and its Affiliates.

9.5 The MSP will ensure that the invoices meet all statutory requirements, however Supplier shall be responsible for the correctness of its own invoice data, such as VAT number, bank account number, bank account name, entity name etc. which Supplier shall register and keep up to date via the VMS in its so called 'supplier card'.

9.6 All fees and other amounts payable shall be invoiced and paid in Euros

9.7 Subject to Acceptance having occurred, Worldline SA and its Affiliates shall pay Supplier within sixty (60) days of date of invoice unless such invoice is disputed or is not in accordance with these Conditions or the Assignment Confirmation.

9.8 No increases in costs and/or Fee(s) shall be implemented during the period agreed upon in the Assignment Confirmation unless agreed otherwise in writing.

10. Volume Rebate

As part as this Agreement, Supplier agrees to the yearly volume rebate model as described below. Based on the Volume of Business realized during each contractual year with Worldline SA and its Affiliates. Supplier agrees to send a credit note to Worldline SA or its Afilliates for the following amounts:

Amount invoiced from 1st of January to 31 of December	% of rebate
< 100.000€	2%
From 100.000€ to 200.000€	3%
From 200.000€ to 300.000€	4%
From 300.000€ to 400.000€	5%
From 400.000€ to 500.000€	6%
> 500.000€	7%

For example, if the amount is 250.000 Euros, the volume rebate will be 10.000 Euros (250.000*0,04)

"Volume of business" means the sum of all the amounts invoiced by Supplier directly to Worldline SA and its Affiliates during the contractual year. Supplier will provide a semester report of the rebate estimation during the contractual year and a final detailed reporting of the invoiced amounts within 20 days after the contractual year. Worldline will validate that all eligible invoices are taken in account. Supplier will then send a credit note to Worldline with the agreed amount.

"Contractual Year**"** means the period commencing on the contract start date, and ending December 31st, and thereafter any subsequent period of twelve months commencing on January 1st and ending on the following December 31st.

11. Intellectual Property Rights

11.1 All Intellectual Property Rights created as a result of the performance of the Services shall be owned by Worldline SA or its Affiliate as applicable, and Supplier shall transfer the same to Worldline SA or its Affiliate as applicable.

11.2 Supplier guarantees that each of its consultants assigned to the provision of Services under the agreement has signed a proper written statement assigning to Worldline SA Supplier (so that Supplier can assign the same to Worldline SA or its Affiliate, as applicable), all Intellectual Property Rights to be owned by Worldline SA or its Affiliates, applicable, pursuant to these general conditions and waives any and all claims to these rights.

11.3 Supplier shall execute such documents, render such assistance, and take such other actions as Worldline SA or its Affiliate may reasonably request in order to vest in Worldline SA or its Affiliate , at Worldline SA or its Affiliate 's expense, all Intellectual Property Rights which Worldline SA or its Affiliate is entitled to own pursuant to these general conditions. Without limiting the foregoing and except to the extent otherwise agreed, Worldline SA or its Affiliate shall have the exclusive right to commercialize, prepare and sell products based upon, sublicense, prepare derivative works from, or otherwise use or commercially operate the Intellectual Property Rights owned by, and vested in, it pursuant to these general conditions.

11.4 Supplier, at its expense, shall indemnify Worldline SA and its Affiliates and hold it harmless from and against any and all claims that the Services/Deliverables constitute an infringement of any third party patent, copyright, trademark, service mark, trade secret or other legally protected proprietary right except to the extent that such infringement is caused by the wilful misconduct on the part of Worldline SA or its Affiliate as applicable. Supplier shall pay all costs, fees (including attorney's costs) and loss or damage incurred by Worldline SA and its Affiliates for any such claim or settlement thereof to which Supplier consents.

11.5 If any allegation of infringement of copyright or other intellectual property right with respect to the Services/Deliverables is made, or in Supplier's opinion is likely to be made, in addition to Worldline SA and its Affiliates' other rights and remedies, Supplier shall at its expense, (i) procure for Worldline SA and its Affiliates the right to continue using such Services/ Deliverables; (ii) modify or replace the alleged infringing item so as to avoid the alleged infringement; or (iii) terminate the Assignment Confirmation and refund to Worldline SA or its Affiliate, as applicable, all amounts already paid pursuant to the Assignment Confirmation in respect of Services not yet performed as at the date of termination.

12. Copyrights

Supplier shall mark all copyrightable works owned by Worldline SA or its Affiliate with the following notice: "©20XX ["Worldline SA" or name of its Affiliates, as applicable]. All rights reserved.". Supplier shall (i) preserve any confidentiality or copyright notices on any materials it receives from Worldline SA and its Affiliates to the Services performed by Supplier, (ii) mark authorized copies of such materials with the same confidentiality and copyright notice as used on the originals, and (iii) mark any materials it creates with any confidentiality notice required by Worldline SA or its Affiliates.

13. Consultant

Worldline SA Supplier shall be fully responsible for (i) compliance with all applicable laws and tax regulations regarding its consultant's employment; (ii) its own acts and those of its consultants; (iii) ensuring that all consultants are aware of and perform in accordance with the Conditions when carrying out the Services; and (iv) ensuring all intellectual property rights relating to the Services and Deliverables created by consultants are assigned to Supplier in accordance with clause 11 (Intellectual Property Rights), free of all encumbrances.

14. Assignment of rights

Except as otherwise provided by law, neither party shall assign its rights or delegate its duties without the prior written consent of the other party, which shall not be unreasonably withheld, delayed or conditioned, with the exception that Worldline SA or its Affiliate may assign the Services to any of its Affiliates.

15. Indemnification

15.1 Supplier shall indemnify and hold harmless Worldline SA, its Affiliates, its parent companies and the directors, shareholders, agents and employees of each of them from and against any fine, penalty, loss, cost, damage, injury, claim, expense or liability, as a result of Supplier conduct or negligence resulting in (i) injury to or death of any person, (ii) damage to or loss or destruction of any property, (iii) attachments, liens or claims of workers or labourers, or (iv) failure to comply with clause 17 of the Conditions, except to the extent that liabilities are caused by gross negligence or wilful misconduct on the part of Worldline SA and its Affiliates. Supplier shall pay all costs, fees (including attorney's fees) and damages which are be incurred by Worldline SA and its Affiliates for any such claim or action or settlement thereof to which Supplier consents.

15.2 Supplier shall indemnify Worldline SA and its Affiliates from any possible claims by the tax authorities and the social security board with respect to wage tax, social security contributions and any related costs incurred by Worldline SA and its Affiliates as a result of or out of the Services and/or arising out of the provision of the Services, including claims from the Labour Inspectorate or any claims related to vicarious liability.

16. Liability, insurance and indemnity

16.1 Supplier is liable for damages and/or losses incurred by Worldline SA and its Affiliates as a result of any breach of the contractual obligations in the Assignment Confirmation, tort or any other causes of action attributable to Supplier. However, Supplier's liability under each Assignment Confirmation is limited to an amount of € 500.000 per event with a maximum of two events per calendar year.

16.2 Worldline SA or its Affiliate is not liable for any consequential or indirect damages suffered by Supplier or a third party, including but is not limited to loss of reputation, loss of trading time, damage suffered by customers or suppliers or intangible damage.

16.3 Supplier shall ensure that for the duration of the agreement described in the Assignment Confirmation, its activities are covered by an adequate insurance in respect of all liabilities which may occur as a result of the Services performed by Supplier. The minimum coverage for such insurance shall be the maximum liability as follows from clause 16.1 above. As proof of such insurance, Supplier will submit a yearly proof of insurance to Worldline SA and its Affiliates according to clause 5.3 of these Conditions. Supplier shall immediately inform Worldline SA and its Affiliates of all changes with regard to insurances as meant in this clause 16.3, if such changes might influence the insurance coverage.

16.4 Supplier shall at all times to take suitable measures to minimize loss or damage and claims for compensation.

17. Warranties

Supplier represents and warrants that:

(i) any and all Services and Deliverables provided hereunder are in full conformity with the Assignment Confirmation and its Conditions;

(ii) the Services will be performed promptly, diligently, and professionally and to Worldline SA and its Affiliates' satisfaction;

(iii) its consultants possess the necessary skills and expertise to perform the Services;

(iv) its consultants delivering the service are fully aware of the substance of these Conditions and comply with all the stipulations contained herein;

(v) all rights assigned to Worldline SA or its Affiliate in accordance with clause 11.2 (Intellectual Property Rights) (written statement with regard to intellectual property rights), above have not been otherwise assigned, licensed, disposed of or encumbered, in whole or in part;

(vi) it has obtained the written consent of each of its consultants confirming that (a) he consents to assign all intellectual property rights through Supplier to Worldline SA or its Affiliate, as applicable and (b) he shall keep all information related to the Services, Deliverables and the Conditions Worldline SA in strict confidence and in accordance with the provisions of clause 19.

18. Conflict of interests

Supplier shall provide the Services on an independent basis and Supplier or Supplier's consultants shall not, without prior notification to Worldline SA and its Affiliates, simultaneously act at the same time as advisor to, or perform Services for any competitor of Worldline SA or its Affiliate. Worldline SA or its Affiliate will decide at its sole discretion which parties will be deemed competitor(s) in the sense of this clause 18. In the event that Supplier does so notify Worldline SA or its Affiliate under the terms of this clause 18, Worldline SA or its Affiliate shall be entitled to terminate any agreement with Supplier immediately by written notification to Supplier.

19. Confidentiality and data protection

19.1 Confidentiality

19.1.1 Supplier shall at all times, during the period agreed upon in the Assignment Confirmation and after its expiry, keep in the strictest confidence all information relating to Worldline SA and its Affiliates that is of a secret, confidential or proprietary nature, being any information which is not in the public domain or not legally obtainable from any source other than Worldline SA and its Affiliates and which is provided by Worldline SA and its Affiliates, or its advisors, to Supplier ("Confidential Information").

19.1.2 Supplier undertakes to inform its consultants in charge of delivering the Service of the confidentiality obligations contained herein and obtain their commitment to be bound by such confidentiality obligations, prior to initiation of the Services. It ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

19.1.3 All Confidential Information shall be provided by Supplier only to its consultants delivering the Service and to those ancillary partners directly involved in the performance of the agreed-upon Services (together: the "Permitted Recipients").

19.1.4 Supplier shall ensure that all Permitted Recipients shall keep the Confidential Information secret. No Confidential Information shall be provided by Supplier to any third party and Supplier shall ensure that the Permitted Recipients do not provide any Confidential Information to any third party.

19.1.5 If the agreement between Worldline SA or its Affiliate and Supplier is terminated in accordance with clause 21 (Term and termination) below or when the Services have been completed, Supplier shall immediately return, and will cause the Permitted Recipients to return, all Confidential Information (howsoever stored and whether in writing, on computer disk or using any other means of storage) to Worldline SA or its Affiliate as applicable.

19.1.6 The confidentiality provisions set out in this clause 19.1 (Confidentiality) shall survive any termination of the agreements confirmed by an Assignment Confirmation and its Conditions by a period of three (3) years following term of the termination.

19.2 Data protection
In case the Supplier processes personal data, the Data Protection provisions and obligations set forth in Annex 1 apply.

20. Timescales and delays
20.1 Worldline SA and its Affiliates shall expect from Supplier full support in order to meet the deadlines, if any, set forth in the Assignment Confirmation. Supplier will use its best efforts to ensure that the Services and Deliverables or parts thereof are completed by the planned completion date specified in the Assignment Confirmation, or such later date as may be determined by Worldline SA or its Affiliate, as applicable, at its sole discretion.
20.2 In the event of any failure by Supplier to perform the Services or deliver the Deliverables in accordance with the Assignment Confirmation as a result of any act or omission on the part of Supplier, Worldline SA and its Affiliates shall have the right to withhold payment of related Fees until the agreement has been performed to Worldline SA and its Affiliates' satisfaction, without prejudice to any other remedies of Worldline SA and its Affiliates under Belgium law.

21. Term and termination
21.1 Worldline SA or its Affiliate may terminate any agreement as confirmed in the Assignment Confirmation without being required to explain the cause, taking into account a notice period of one (1) month, unless a shorter period is justified on grounds of reasonableness and fairness. The foregoing is subject to Worldline SA or its Affiliate, settling in full all amounts due under such Assignment Confirmation as at the date of such termination as further described in clause 21.2 below. In accordance with the preceding sentence, Worldline SA or its Affiliate, shall compensate Supplier for the following costs: all Services completed up to the date of termination, pursuant to approval by Worldline SA or its Affiliate.
21.2 If an agreement between Worldline SA or its Affiliate, and Supplier has been terminated in accordance with clause 21.1 above, Worldline SA or its Affiliate, shall be under no liability other than to make payment for satisfactory Services rendered up to the effective termination date and any authorized expenses incurred or committed to the date of termination. Such termination shall be without prejudice to any rights that Worldline SA or its Affiliate, has in respect of Supplier.
21.3 Supplier may terminate any agreement as confirmed in the Assignment Confirmation without being required to explain the cause, taking into account a notice period of one (1) month.
21.4 Notwithstanding its other remedies, Worldline SA or its Affiliate, may immediately terminate an agreement with Supplier if Supplier (i) is in material breach of any of its obligations under these Conditions and/or the Assignment Confirmation, which breach continues after written notice and a reasonable opportunity to cure or (ii) is unable to pay its debts as they fall due; becomes insolvent; is subject to bankruptcy, reorganization, moratorium, insolvency or similar proceedings for the relief of financially distressed debtors; is subject to winding up, dissolution or liquidation proceedings (whether judicial or non-judicial) proceedings; voluntarily or involuntarily suspends or discontinues its business; liquidates or sells a substantial part of its assets; makes a Service for the benefit of its creditors; or is subject to the appointment of a receiver, liquidator or other third party over its assets or business.
21.5 Supplier shall at the choice of Worldline SA or its Affiliate, and without any additional costs for Worldline SA and its Affiliates, irrevocably delete, remove or return all the personal data to Worldline SA or its Affiliate, upon termination of/dissolving this Agreement, expiration of the retention period(s) as agreed or at request of Worldline SA or its Affiliate, and delete existing copies unless Union or other national or local legislation requires storage of the personal data. At the request of Worldline SA or its Affiliate, Supplier shall provide with reasonable evidence of its compliance to irrevocably delete or removal the personal data. Any return of personal data to Worldline SA or its Affiliate shall take place in a general acceptable, structured data format by electronic means. If it is not possible to return or irrevocably delete or remove the data, Supplier shall immediately inform Worldline SA or its Affiliate. In that case Supplier guarantees that the personal data will be treated confidential and that the personal data will no longer be processed.

22. Compliance
Supplier shall comply with all laws and regulations in force in the country where the Services and Deliverables are to be provided under the Assignment Confirmation and these Conditions. Such regulations shall include but are not limited to (i) Worldline SA and its Affiliates' most recent Code of Conduct, plus additional instructions issued by Worldline SA and its Affiliates and (ii) regulations and laws regarding the payment of taxes and contributions, safety, environment, health and safety measures.

Supplier shall make available to Worldline SA and its Affiliates, without any additional cost for Worldline SA and its Affiliates, all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by Worldline SA and/or its Affiliate or another auditor mandated by Worldline SA and/or its Affiliate.

23. Governing Law
The Conditions shall be construed in accordance with the country law where Service is delivered and shall be subject to its jurisdiction of the competent court.

24. Publicity
Supplier shall not use Worldline SA and its Affiliates' name or trademarks or any language, pictures or symbols which could, in Worldline SA and its Affiliates' judgment, indicate or imply Worldline SA and its Affiliates' involvement in or endorsement of any written or oral advertisement or presentation, brochure, newsletter, book or other published material, without Worldline SA and its Affiliates' prior written consent.

25. Notices
Any notice, request, demand or other communication given or made under the Assignment Confirmation and these Conditions shall be sent by e-mail to the relevant party. Notices of termination shall be sent by registered mail.

26. Non-solicitation
Worldline SA and its Affiliates reserve the right to employ the Supplier's consultant(s), by informing the Supplier with a prior notice of three (3) months after Supplier's consultant(s) have provided Services for a minimum period of six (6) months. Worldline SA and its Affiliates is entitled to have the professional transferred to it, free of charge, from the Supplier and offer the Supplier's consultant(s) and employment contract. The Suppliers warrants that (i) it will immediately cooperate in full in this and (ii) will exonerate the Supplier's consultant(s) from any obligation under any non-compete and/or non-solicitation and/or associated penalty clause agreed between Supplier and Supplier's consultant(s).

27. Entire Agreement and Conditions
27.1 The Conditions and Assignment Confirmation constitute the whole agreement between Worldline SA and/or its Affiliates, and Supplier.
27.2 The Assignment Confirmation and Conditions shall supersede any prior promises, representation, undertakings or implications whether oral or in writing and, for the avoidance of doubt, the parties acknowledge that neither has entered into any agreement in reliance upon any representation or term other than those which are referred to in the Assignment Confirmation and these Conditions.

28. Severability
If any terms of the Assignment Confirmation or the Conditions or the applicability of any provision thereof shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of such documents shall continue in full force and effect.

29. Waiver
No waiver of any term of the Assignment Confirmation, the Conditions by either party shall be deemed to be a further or continuing waiver nor shall it be a further or continuing waiver of any other term of the Assignment Confirmation and the Conditions.

30. Translation
In case of a dispute between the English text of these Conditions and any translations thereof the English version shall prevail over any translation of this text.

On behalf of Worldline:	**On behalf of Supplier:**
Name: Parikhah Marion	Name:
Position: Procurement Category Manager	Position:
Date:	Date:
Signature:	Signature:

ANNEX 1: DATA PROCESSING

1. Definitions

'Personal Data', 'Process/Processing', 'Controller' (or 'Data Controller'), 'Processor' (or 'Data Processor'), 'Data Subject', 'Binding Corporate Rules' (or 'BCR') and 'Supervisory Authority' shall have the same meaning as in the GDPR. Other terms may be defined from time to time in this Data Processing Addendum.

2. Roles and obligations of the Parties

2.1 For the purpose of processing Personal Data and the completed Compliance Assessment of Data Processing ("CADP") attached as Appendix [1], the Parties agree that both Parties acknowledge and recognize being bound by the duties and the obligations of the GDPR and the following subsequent conditions.

2.2 For the purposes of processing Worldline Personal Data under this Agreement:

Worldline shall be regarded as the "Data Controller". In this respect, Worldline shall implement reasonable measures to ensure that any Personal Data processed by Supplier on its behalf for the purposes of this Agreement (hereinafter "Worldline Personal Data") is processed in accordance with Applicable Data Protection Law.
The Supplier shall be regarded as the "Processor". In this respect, Supplier shall process Worldline Personal Data exclusively for the purposes expressly agreed to by Worldline for the provision of the Services contemplated under the Agreement and the CADP.
In case where Supplier determines all or part of the purposes and/or means of the Processing of Personal Data it receives on behalf of or from Worldline, it will be regarded as a co-controller and will assume the corresponding responsibilities and obligations, which the Parties will negotiate in good faith and enter in to a specific Addendum defining and allocating responsibilities and obligations to each Party as required under applicable law.

2.3 Worldline' processing Instructions

Worldline' initial instructions for the Processing of Worldline Personal Data are set out in the Compliance Assessment of Data Processing ("CADP") attached as Appendix [1]. Worldline shall notify Supplier by any adequate means of any change to the instructions.
Supplier hereby expressly undertakes to process Worldline Personal Data solely on behalf of Worldline and/or its Affiliates and exclusively in accordance with (a) Applicable Data Protection Law (for the purposes of this Addendum, Applicable Data Protection Law shall designate the Law of the country where Worldline, as Data Controller, is established), (b) the documented instructions received from Worldline, including, notably, concerning any Transfer of Personal Data (Appendix [1]) and (c) the provisions of this Addendum.
If Supplier cannot or can no longer comply with Worldline' instructions as per the above, for whatever reason, Supplier shall inform Worldline immediately of its inability and provide adequate justification for such inability.
In such a case, Worldline shall, at its sole discretion, be entitled to either modify its instructions by entering into an adequate amendment with Supplier or be entitled to terminate the service affected by this inability or, if all services provided under this Agreement are affected, to terminate this agreement immediately, regardless of any notice provisions under the termination provisions of this Agreement. Such termination shall be without prejudice of any other rights or remedies which Worldline may have under the Agreement.

2.4 If Supplier becomes aware of the fact that the instructions it receives from Worldline may constitute an infringement of Applicable Data Protection Law or any relevant applicable law, it shall, without delay, inform Worldline of such potential infringement to request revised instructions, unless Applicable Data Protection Law or other applicable law prohibits the provision of such information. To the extent strictly necessary, Worldline shall adapt its instructions in order to ensure that the Processing complies with Applicable Data Protection Legislation. Once the new instructions are defined, Supplier shall implement them without delay.

2.5 Records of processing activities

Supplier shall maintain a record of categories of processing activities carried out on behalf of Worldline regarding the Services provided under this Agreement. Such record shall contain, for Worldline:

- The name and contact details of the processor or processors Processing Personal Data on behalf of Worldline, and where applicable, of the processor's representative(s) and data protection officer(s);
- The categories of data processed and processing activities carried out on behalf of Worldline;
- Where applicable, any international transfers of Personal Data;
- A general description of the technical and organizational security measures implemented.

Upon request from Worldline or from any competent Supervisory Authority, Supplier shall provide Worldline or the competent Supervisory Authority with a copy of such records of processing activities without undue delay. The Supplier shall communicate such copy without undue delay and, in any case, within ten (10) working days of such request or within the timeframe defined by the Supervisory Authority.

2.6 Supplier's guarantees

Supplier hereby expressly guarantees that it has implemented and will continue to implement appropriate technical and organizational measures to ensure that any processing of Personal Data implemented on behalf of Worldline complies with the requirements of Applicable Data Protection Legislation.
In this respect and in order to demonstrate such compliance, Supplier shall provide Worldline, upon its request, with all adequate documentation, including notably:

- Any data protection or privacy related policies and their updates during the term of execution of this Agreement;
- Any information security and data security policies and their updates during the term of execution of this Agreement;
- Evidence or declarations regarding the training of its employees Processing Personal Data;
- Any information relating Supplier's compliance with data protection legislation.

For this purpose, Supplier undertakes to complete and sign the Supplier Guarantees regarding the processing of Personal Data form attached as Annex 1 to this Agreement.

3. Assistance to Worldline

Supplier shall communicate to Worldline the contact details of its Data Protection Officer and ensure that he/she has been properly involved in this project to be in a position to provide support and assistance to Worldline where required.

3.1 In managing Data subject rights

Supplier shall in accordance with Applicable Data Protection Law reasonably assist Worldline by appropriate technical and organizational measures for the fulfilment of Worldline' obligation to respond to requests for exercising the Data Subjects' rights.

Where the Data Subject's request is addressed directly to Supplier, Supplier shall inform Worldline of the receipt of such request immediately. In such a case, unless duly and expressly agreed between the Parties as part of the Services under this Agreement, Supplier shall not directly answer to Data Subject requests.

Where Worldline and Supplier have agreed that Supplier shall be responsible to address Data Subjects requests, Supplier shall respond to Data Subject requests in accordance with the terms of the Services agreed to with Worldline.

In this respect, Supplier shall be able to communicate personal data in a structured, commonly used and machine-readable format, upon Worldline request.

3.2 In interactions with Supervisory Authorities

Upon Worldline' request, Supplier shall reasonably assist Worldline to comply with its obligations towards any competent Data Protection Authority where required, including but not limited to:

- providing adequate and complete information relating to a processing where it is required to support a request for approval or authorization of a processing;
- providing adequate and complete information relating to a processing in order to address any requests for information, controls or investigations; providing adequate and complete information in case of a Personal Data Breach as set out below.

3.3 In the Security of processing

The Supplier shall, in accordance with Applicable Data Protection Law and taking into consideration the nature of the processing, assist Worldline in complying with its obligation to define adequate technical and organizational measures to ensure the security and confidentiality of the Personal Data Processed under this Agreement.
However, Worldline remain responsible for determining appropriate technical and organizational measures for the Processing of Worldline Personal Data

3.4 Data Protection Impact Assessments

Supplier shall provide Worldline with information that is relevant regarding any Processing of Personal data performed by Supplier on behalf of Worldline, in order to enable Worldline to complete necessary documents – such as a data protection impact assessment – or to enable Worldline to comply with its obligations to demonstrate or implement adequate technical and organizational measures with objective of ensuring the security of Worldline personal data.

4. Security and confidentiality measures

4.1 Supplier guarantees that it has implemented and will maintain for the entire term of its Processing of Worldline Personal Data, appropriate technical, organizational and contractual measures to ensure the security of Worldline Personal Data and to prevent unauthorized or unlawful processing of Worldline Personal data and against accidental loss or destruction of, or damage to, Worldline Personal Data (the "Security Measures")

4.2 Supplier guarantees that the Security Measures meet the requirements of Applicable Data Protection Law, taking into consideration the nature of the data processed, the nature of the data subjects concerned, the purpose of the processing and their associated risks. In this respect, Supplier guarantees that the Security Measures include:

(i) Eventual pseudonymization or encryption of Personal Data, if Supplier deems necessary in its professional opinion;

(ii) Measures to ensure the constant confidentiality, integrity, availability and resilience of the system and services of processing;

(iii) Measures to ensure the possibility to restore the availability of personal data and access to them in appropriate timelines in case of security incident;

(iv) Measures for regularly testing, assessing and analizing the efficiency of the technical and organization measures to protect personal data. Supplier shall communicate the outlines of the regular testing to Worldline upon Worldline reasonable request.

4.3 Supplier in charge of processing Personal Data in the context of this Agreement shall be bound by an appropriate obligation of confidentiality regarding the processing of Personal Data.

4.4 Supplier hereby expressly guarantees and warrants that the software or hardware provided under this Agreement does not contain or will not contain any intentional defect, measure or other element allowing the collection, retention or processing of any software usage data (including but not limited to content stored or accessed using the software) or Worldline Personal Data without Worldline and any user of the software or hardware being informed of it and having expressly consenting to it.

5. Personal Data Breaches

5.1 In the event of a Personal Data Breach (i.e. 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) arising to Worldline Personal Data Processed for the purposes of this Agreement during the performance of the Services by Supplier, Supplier shall without undue delay immediately, and in no case later than 48 hours upon having received knowledge of the Breach, notify Worldline about the Personal Data Breach, providing the following:

- The nature of the Breach the categories and approximate number of data subjects as well as the categories and approximate number of data records affected by the Breach;
- the name and contact details of the relevant contact point where more information can be obtained;
- a description of the likely consequences of the Breach;
- a description of the measures taken or proposed to be taken by the Supplier to address the Breach, including, where appropriate, to mitigate its possible adverse effects;
- take, in coordination with Worldline, all relevant further actions as may be necessary to limit the effects of the Personal Data Breach, including but not limited to, initiating all relevant recovery actions, implementing, providing or otherwise offering affected data subjects all support and services which may be necessary to protect their data and assist them in case of misuse of their data;
- assist Worldline in order to define and implement all actions as may be required under by Applicable Data Protection Law (including any notifications to competent data protection authorities);
- maintain any record of all information relating to the Personal Data Breach, including the results of its own investigations and authorities' investigations;

- cooperate with Worldline and take all measures as necessary to prevent future Personal Data Breach from occurring again.

5.2 In the event of such a Personal Data Breach, both parties shall treat any information regarding this Personal Data Breach with the highest degree of confidentiality and actively cooperate on any public communication and/or official notification to competent authorities. In any event, Supplier expressly acknowledges that it shall not be entitled to make any statements or communications regarding such potential or actual Breach without it having been expressly approved by Worldline in writing. Supplier hereby expressly acknowledges and understands that unauthorized communications or breach of confidentiality regarding any Breach could cause irreparable harm to Worldline, in a fashion which may not be compensated by damages.

5.3 Supplier shall bear all costs associated with the implementation, enforcement and follow up on such actions.

6. Legal requests for access to Worldline Personal Data

In the event Supplier is requested or required under applicable laws or regulatory obligations to conduct certain processing operations (including but not limited to disclosure to public authorities) relating to Worldline Personal Data, Supplier hereby expressly undertakes to (a) inform Worldline of such request or requirement as soon as possible (subject to compliance with legal provisions which may prevent it from informing Worldline) in order to obtain Worldline' express and written consent to such processing operations, (b) oppose (including by means of legal action), where possible, to such request or requirement (including, notably, by notifying that Supplier does not own nor control the data it processes on behalf of Worldline), (c) allow, if possible, Worldline (if it so decides) to participate in any action undertake to oppose to such processing operations.

7. Audit and Accountability

7.1 Worldline may, once a year and subject to a prior notice of at least thirty (30) days but reduced at 10 days in case of Data Breach, , carry out or have an independent duly appointed third party established on the market for its auditing functions and bound by a strict obligation of confidentiality, an audit of Supplier's processing facilities in order to ensure the compliance with the obligations set forth in this Addendum. The audit shall be restricted to information that is necessary for the purpose of the audit and Supplier can deny access to its trade secrets or any Personnel Data unless it is required by law or regulation to release such information. The Supplier can object to the appointment of a specific third party if the disclosure of information to such third party may jeopardize the business interests of the Supplier.

7.2 Worldline shall be able to ask, in order to comply with its obligation of accountability, to Supplier, access to, notably, the following:

- Self-audit related to the data processing
- Internal Compliance rules and policies including external proof of compliance with those
- Certifications on data protection and/or information security (e.g. ISO 27 001)
- Codes of conduct approved by any competent Data Protection Authority
- Certifications granted by any competent Data Protection Authority
- Supplier register of processes, for the processes that regards the Services provided for Worldline, in the context of this Agreement.

7.3 Unless in a case of Data Breach, the fees related to the audit shall be borne by Worldline.

7.4 Audits must be conducted during regular business hours, subject to Supplier's policies, and may not unreasonably interfere with Supplier's business activities.

7.5 Worldline must provide Supplier with any audit reports generated in connection with any audit at no charge unless prohibited by law. Worldline may use the audit reports only for the purposes of meeting its audit requirements under Applicable Data Protection Laws and/or confirming compliance with the requirements of this Addendum. The audit reports shall constitute confidential information of the parties under the Agreement.

8. Transfers of Worldline Personal Data to Third Party Countries

8.1 For the purposes of this Addendum, Third Party Country shall designate any country or jurisdiction outside the EEA (European Economic Area) which has not been recognized by the European Commission and/or

competent data protection authorities as providing an adequate level of protection to personal data as per the provision of the Directive.

8.2 In cases where Supplier is established in or intents to transfer Worldline Personal Data to a subcontractor (including any affiliate) located in a Third Party country, including outside the EEA, it shall only do so having first obtained Worldline' written prior express approval for such transfer of Worldline Personal Data to a Third Party country.

8.3 In such cases and in order to obtain such prior approval, Supplier guarantees that it or its subcontractors (including any affiliate) have implemented adequate safeguards to ensure the adequate protection of Worldline Personal Data.

8.4 Where necessary, Supplier commits to cooperate actively with Worldline to enable it to implement adequate safeguards to ensure that Worldline Personal Data transferred to a Third Party Country benefits from such adequate level of protection. In particular, Supplier commits to:

- procure that any duly authorized subcontractor processing Worldline Personal Data in a Third Party Country shall enter into and comply with the obligations set out in adequate contractual agreements (including standard contractual clauses for the transfer of personal data as set out by the European Commission (or any competent authority) (in particular the European Commission's "Processor" Standard Contractual Clauses pursuant to decision 2010/593 in the format attached as Annex 2 to this Data Processing Addendum) with Worldline; or
- procure that alternative means to the Standard Contractual Clauses in order to ensure an adequate level of protection of Worldline Personal Data are implemented if acknowledged as being appropriate by the competent European or local data protection authorities.

9. Subcontracting

Supplier's affiliates are considered subcontractors and consent is granted for identified subcontractors (consent will be necessary for subcontractors not previously identified in the agreement). In that case, the following provisions shall apply.

9.1 Supplier shall not transfer Worldline Personal Data and/or the performance of the processing of any Worldline Personal Data to any other subcontractor (including any affiliate) without Worldline' formal written prior approval, even though such transfer takes place for the performance of the services contemplated under this Agreement.

9.2 Notwithstanding the above, Supplier's subcontractors (including any affiliates) listed at the following address: xxxx hereby approved by Worldline as subcontractors which Supplier is entitled to transfer Worldline Personal Data for the sole purpose of delivering the Services under this Agreement.

9.3 Where Worldline has given prior consent to such transfer, Supplier warrants that it has obtained from the subcontractor all relevant and sufficient guarantees regarding the protection of Worldline Personal Data it processes and that, in any case, subcontractor provides, at all times, the same level of protection to Worldline Personal Data as agreed between Worldline and Supplier as per the terms of this Addendum by entering into a binding agreement with said subcontractor.

9.4 Supplier shall keep all relevant documentation establishing its subcontractors' binding obligations regarding the processing and protection of Worldline Personal Data (including those establishing its subcontractors' sufficient guarantees regarding the protection of Worldline Personal Data) available to Worldline during the entire term of the Agreement and make it available to Worldline upon request.

9.5 In order to obtain any of above approvals, Supplier shall provide Worldline with the complete details of the subcontractor, including the purpose for which the transfer is contemplated, the role played by the subcontractor, the locations (at least jurisdictions) where subcontractor intends to process Worldline Personal Data and the nature of the technical and organizational security measures the subcontractor intends to implement to protect Worldline Personal Data. This information shall figure in Appendix [1] of this Addendum, once such approval obtained.

9.6 Supplier shall to the maximum extent possible effectively and regularly monitor and control the efficient implementation of and compliance with the data protection guarantees provided by Subcontractor. In any case, where the subcontractor does not comply with its data protection obligations, Supplier remains entirely liable and responsible regarding Worldline concerning the execution of agreed services under this Agreement.

9.7 Supplier may elect to subcontract a part of the Services to a new Subcontractor. In such case, Supplier shall seek prior written approval of Worldline, unless such subcontracting is made to an affiliated company of the Supplier.

10. Liability

10.1 The Parties agree that any liability claims between them under this Addendum shall be subject to the limitations and exclusions of liability of the Contract. However, these limitations and exclusions of liability shall not apply to the liability of any party towards the persons concerned, as the limitation of these rights is prohibited by Applicable Data Protection Law.

APPENDIX 1: INSTRUCTIONS FOR THE PROCESSING OF PERSONAL DATA: the CADP

- Instructions received from Worldline, acting as a Data Controller (which shall include a description of the type of personal data and purposes of the data processing)
- Supplier's technical measures and other relevant details in relation to data processing
- Security measures – which should satisfy the requirement that appropriate technical and security measures are in place

APPENDIX 2: INTERNATIONAL TRANSFERS FRAMEWORKS: the EU Standard clauses

STANDARD CONTRACTUAL CLAUSES (PROCESSORS)
For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection
Name of the data exporting organization:
Address:
Tel.: Fax: e-mail:
Other information needed to identify the organization

_____

(the data exporter)
And
Name of the data importing organization:
Address:
Tel.: Fax: e-mail:
Other information needed to identify the organization

_____

(the data importer)
each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.
Clause 1 - Definitions
For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organizational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2 - Details of the transfer
The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.
Clause 3 - Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject

so expressly wishes and if permitted by national law.

Clause 4 - Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5 - Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organizational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

  (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

  (ii) any accidental or unauthorised access; and

  (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-

processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6 - Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.
   The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7 - Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
   (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
   (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8 - Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9 - Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely [TO BE COMPLETED].

Clause 10 - Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11 - Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party

beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely …
4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12 - Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:
Name (written out in full): …
Position: …
Address: …
Other information necessary in order for the contract to be binding (if any):

	Signature …

On behalf of the data importer:
Name (written out in full): …
Position: …
Address: …
Other information necessary in order for the contract to be binding (if any):

	Signature …

Appendix 1
to the Standard Contractual Clauses
This Appendix forms part of the Clauses and must be completed and signed by the parties
The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix
Data exporter
The data exporter is (please specify briefly your activities relevant to the transfer):
[TO BE COMPLETED]

Data importer
The data importer is (please specify briefly activities relevant to the transfer):
[TO BE COMPLETED]

Data subjects
The personal data transferred concern the following categories of data subjects (please specify):
[TO BE COMPLETED]

Categories of data
The personal data transferred concern the following categories of data (please specify):
[TO BE COMPLETED]

Special categories of data (if appropriate)
The personal data transferred concern the following special categories of data (please specify):
[TO BE COMPLETED]

Processing operations
The personal data transferred will be subject to the following basic processing activities (please specify):
[TO BE COMPLETED]

DATA EXPORTER
Name:
Authorised Signature

DATA IMPORTER
Name:
Authorised Signature

Appendix 2
to the Standard Contractual Clauses
This Appendix forms part of the Clauses and must be completed and signed by the parties.
Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):
[TO BE COMPLETED]

ILLUSTRATIVE INDEMNIFICATION CLAUSE (OPTIONAL)

Liability

The parties agree that if one party is held liable for a violation of the clauses committed by the other party, the latter will, to the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or loss it has incurred.

Indemnification is contingent upon:

(a) the data exporter promptly notifying the data importer of a claim; and

(b) the data importer being given the possibility to cooperate with the data exporter in the defence and settlement of the claim.