

This Data Protection Agreement (« Agreement ») is entered into between zsc and the undersigned Customer identified in the applicable Annex I at Controller section and the signature block below (« Customer ») as of the last date beneath Customers's and zsc's signature blocks below (« Addendum Effective Date »). This Agreement forms part of the agreement between Customer and zsc covering Customer's use of the Services (as defined below).

Clause 1: Purpose and scope

- (a) The purpose of these Standard Contractual Clauses (the Clauses) is to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
- (b) The controllers and processors listed in Annex I have agreed to these Clauses in order to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 and/or Article 29 (3).
- (c) These Clauses apply to the processing of personal data as specified in Annex II.
- (d) Annexes I to III are an integral part of the Clauses.
- (e) These Clauses are without prejudice to obligations to which the Customer is subject by virtue of Regulation (EU) 2016/679.
- (f) These Clauses do not by themselves ensure compliance with obligations related to international transfers in accordance with Chapter V of Regulation (EU) 2016/679.

Clause 2: Invariability of the Clauses

- (a) The Parties undertake not to modify the Clauses, except for adding information to the Annexes or updating information in them.
- (b) This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a broader contract, or from adding other clauses or additional safeguards provided that they do not directly or indirectly contradict the Clauses or detract from the fundamental rights or freedoms of data subjects.

Clause 3: Interpretation

- (a) Where these Clauses use the terms defined in Regulation (EU) 2016/679, those terms have the same meaning as in that Regulation.
- (b) These Clauses must be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses are not be interpreted in a way that runs counter to the rights and obligations provided for in Regulation (EU) 2016/679 or in a way that prejudices the fundamental rights or freedoms of the data subjects.

Clause 4: Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties existing at the time when these Clauses are agreed or entered into thereafter, these Clauses will prevail.

Clause 5: Docking clause

- (a) Any entity that is not a Party to these Clauses may, with the agreement of all the Parties, accede to these Clauses at any time as a controller or a processor by completing the Annexes and signing Annex I.
- (b) Once the Annexes in (a) are completed and signed, the acceding entity will be treated as a Party to these Clauses and have the rights and obligations of a controller or a processor, in accordance with its designation in Annex I.
- (c) The acceding entity will have no rights or obligations resulting from these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 6: Description of processing(s)

The details of the processing operations, in particular the categories of personal data and the purposes of processing for which the personal data is processed on behalf of the Customer, are specified in Annex II.

Clause 7: Roles of the Parties

7.1. Instructions

- (a) zsc processes personal data only on documented instructions from the Customer, unless required to do so by Union or Member State law to which the zsc is subject. In this case, zsc will inform the Customer of that legal requirement before processing, unless the law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the Customer throughout the duration of the processing of personal data. These instructions are always to be documented.
- (b) zsc immediately informs the Customer if, in zsc's opinion, instructions given by the Customer infringe Regulation (EU) 2016/679 or the applicable Union or Member State data protection provisions.

7.2. Purpose limitation

zsc processes the personal data only for the specific purpose(s) of the processing, as set out in Annex II, unless it receives further instructions from the Customer.

7.3. Duration of the processing of personal data

Processing by zsc only takes place for the duration specified in Annex II.

7.4. Security of processing

- (a) zsc implements the technical and organizational measures specified in Annex III to ensure the security of the personal data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to the data (personal data breach). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data subjects.

- (b) No provision of this Agreement includes the right to, and Customer may not, directly or indirectly, enable any person or entity other than authorized users to access or use the Services, or use (or permit others to use) the Services other than as described in the applicable Agreement.
- (c) zsc grants access to the personal data undergoing processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring of the contract. zsc ensures that persons authorized to process the personal data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

7.5. Sensitive data

- (a) If the processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offenses ("sensitive data"), zsc applies specific restrictions and/or additional safeguards.
- (b) Without limiting its responsibilities under this Agreement, Customer is responsible for ensuring that no sensitive data is submitted to zsc when not necessary for the described processing in Annex II.

7.6 Compliance with documented instructions

- (a) The Parties are able to demonstrate compliance with these Clauses.
- (b) zsc deals promptly and adequately with inquiries from the Customer about the processing of data in accordance with these Clauses.

7.7 Audit

- (a) Upon request, zsc makes available to the Customer all information necessary to demonstrate compliance with the obligations that are set out in these Clauses and stem directly from Regulation (EU) 2016/679. At the Customer's request, zsc also permits and contributes to audits of the processing activities covered by these Clauses.
- (b) For any intended audit or inspection, the Customer undertakes to notify zsc by providing a reasonable prior written notice at least fourteen (14) business days before the audit or the inspection.
- (c) The Customer may choose to conduct the audit by itself or mandate an independent auditor. In deciding on a review or an audit, the Customer may take into account relevant certifications held by zsc.
- (d) The Parties makes the information referred to in this Clause, including the results of any audits, available to the competent supervisory authority/ies on request.

7.7. General authorization for the use of sub-processors

- (a) zsc has the Customer's general authorization for the engagement of sub-processors from an agreed list available below:

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- (b) zsc will endeavor to give the Customer written notice of any intended changes of that list through the addition or replacement of sub-processors at least thirty (30) days in advance, thereby giving the Customer fifteen (15) days to object on reasonable grounds to such changes prior to the engagement of the concerned sub-processor(s) by sending an email to [CONTACT EMAIL].
- (c) The Customer acknowledges that certain sub-processors are essential to providing the Services and that objecting to the use of a sub-processor may prevent zsc from offering the Services to the Customer. If the Customer does not object to the engagement of a sub-processor in accordance within fifteen (15) days of notice by zsc Company, that sub-processor will be deemed an authorized sub-processor for the purposes of this Agreement.
- (d) Where zsc engages a sub-processor for carrying out specific processing activities (on behalf of the Customer), it will do so by way of a contract which imposes on the sub-processor, in substance, the same data protection obligations as the ones imposed on zsc in accordance with these Clauses. zsc will ensure that the sub-processor complies with the obligations to which zsc is subject pursuant to these Clauses and to Regulation (EU) 2016/679.
- (e) At the Customer's request, zsc provides a copy of such a sub-processor agreement and any subsequent amendments to the Customer. To the extent necessary to protect business secret or other confidential information, including personal data, zsc may redact the text of the agreement prior to sharing the copy.
- (f) zsc remains fully responsible to the Customer for the performance of the sub-processor's obligations in accordance with its contract with zsc. zsc will notify the Customer of any failure by the sub-processor to fulfill its contractual obligations.

7.8. Personal data transfers outside the European Union/European Economic Area (EU/EEA)

- (a) Any transfer of personal data to a country or an international organisation outside the EU/EEA by zsc is operated only on the basis of performing the services for and to the Customer or in order to fulfill a specific requirement under Union or Member State law to which zsc is subject and shall take place in compliance with Chapter V of Regulation (EU) 2016/679.
- (b) If the storage and/or processing of Personal Data as described in Annex II involves a transfer of personal data to zsc outside of the EU/EEA, and Regulation (EU) 2016/679 applies to the transfer, then Standard Contractual Clauses (SCCs) are to be incorporated into and form a part of this Agreement in accordance with section 7.8(c).
- (c) If applicable under section 7.8(b) and for the purposes of the SCCs, the Parties agree that:
 - 1.
zsc is the “data importer” and the Customer is the “data exporter”;
 - 2.
the SCCs are to be incorporated in the present Agreement;

3.

the Annexes or Appendices of the SCCs shall be populated with the information from Schedules 1 and 2 and section 7.7 of this Agreement;

4.

and the SCCs shall be governed by the law of the EU Member State in which the Customer is established and otherwise Ireland.

(d) The Customer agrees that where zsc engages a sub-processor in accordance with Clause 7.7. for carrying out specific processing activities (on behalf of the Customer) and those processing activities involve a transfer of personal data within the meaning of Chapter V of Regulation (EU) 2016/679, zsc and the sub-processor can ensure compliance with Chapter V of Regulation (EU) 2016/679 by, in particular:

1.

implementing appropriate safeguards such as standard contractual clauses adopted by the Commission in accordance with Article 46(2) of Regulation (EU) 2016/679, provided the conditions for the use of those standard contractual clauses are met, or

2.

being subject to binding corporate rules in accordance with Article 47 of Regulation (EU) 2016/679, or

3.

ensuring that such transfer is covered by a decision of adequacy by the European Commission in accordance with Article 45 of Regulation (EU) 2016/679, or

4.

complying to the derogations for specific situations in accordance with Article 49 of Regulation (EU) 2016/679.

Clause 8: Assistance to the Customer

8.1 Data subjects rights

(a) zsc promptly notifies the Customer of any request it has received from the data subject. It will not respond to the request itself, unless authorized to do so by the Customer.

(b) zsc assists the Customer in fulfilling its obligations to respond to data subjects' requests to exercise their rights, taking into account the nature of the processing. In fulfilling its obligations in accordance with (a) and (b), zsc complies with the Customer's instructions

8.2 Cooperation with the Customer

zsc furthermore assists the Customer in ensuring compliance with the following obligations, taking into account the nature of the data processing and the information available to zsc:

- (a) the obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a 'data protection impact assessment') where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons;
- (b) the obligation to consult the competent supervisory authority/ies prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the Customer to mitigate the risk;
- (c) the obligation to ensure that personal data is accurate and up to date, by informing the Customer without delay if zsc becomes aware that the personal data it is processing is inaccurate or has become outdated;
- (d) the obligations under Article 32 Regulation (EU) 2016/679.

Clause 9: Notification of personal data breach

In the event of a personal data breach concerning data processed by zsc, zsc notifies the Customer without undue delay after having become aware of the breach. Such notification shall contain, at least:

- (a) a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned);
- (b) the details of a contact point where more information concerning the personal data breach can be obtained;
- (c) its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification will contain the information then available and further information will, as it becomes available, subsequently be provided without undue delay.

zsc cooperates with and assists the Customer for the Customer to comply with its obligations under Articles 33 and 34 Regulation (EU) 2016/679, where applicable, taking into account the nature of processing and the information available to zsc.

SECTION III – FINAL PROVISIONS

Clause 10: Non-compliance with the Clauses and termination

10.1 Suspension of the processing activity

- (a) Without prejudice to any provisions of Regulation (EU) 2016/679, in the event that zsc is in breach of its obligations under these Clauses, the Customer may instruct zsc to suspend the processing of personal data until the latter complies with these Clauses or the contract is terminated. zsc promptly informs the Customer in case it is unable to comply with these Clauses, for whatever reason.
- (b) The Customer shall be entitled to terminate the contract insofar as it concerns processing of personal data in accordance with these Clauses if:
- (1) the processing of personal data by zsc has been suspended by the Customer pursuant to point (a) and if compliance with these Clauses is not restored within a reasonable time and in any event within one month following suspension;
 - (2) zsc is in substantial or persistent breach of these Clauses or its obligations under Regulation (EU) 2016/679 ;
 - (3) zsc fails to comply with a binding decision of a competent court or the competent supervisory authority/ies regarding its obligations pursuant to these Clauses or to Regulation (EU) 2016/679.
- (c) zsc shall be entitled to terminate the contract insofar as it concerns processing of personal data under these Clauses where, after having informed the Customer that its instructions infringe applicable legal requirements in accordance with Clause 7.1 (b), the Customer insists on compliance with the instructions.

10.2 Destruction or return of the Customer's personal data

Following termination of the Services, zsc, at the choice of the Customer, deletes all personal data processed on behalf of the Customer and certify to the Customer that it has done so on request, or, returns all the personal data to the Customer and deletes existing copies unless Union or Member State law requires storage of the personal data. Until the data is deleted or returned, zsc shall continue to ensure compliance with these Clauses.

ANNEX I LIST OF PARTIES

Controller(s): [Identity and contact details of the Customer(s), and, where applicable, of the Customer's data protection officer]

1. Name: ...

Address: ...

Contact person's name, position and contact details: ...

Signature and accession date: ...

Processor(s):

1. Name: zsc

Address: Test Antoine, HZK31 Test Antoine, Test Antoine

Contact person's name, position and contact details: Test Antoine, ujn (antoine@test.com)

Signature and accession date: [DOCUSIGN SIGNATURE] + [DOCUSIGN DATE]

ANNEX II: DESCRIPTION OF THE PROCESSING**Categories of data subjects whose personal data is processed:**

- Customers

Categories of personal data processed:

- Economic and financial data
- Identification data

Sensitive data processed (if applicable):

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Applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved:

See Annex III

Nature of the processing:

- Payment & billing management

Purpose(s) for which the personal data is processed on behalf of the Customer:

- To process money transactions

Duration of the processing:

| Processing activity | Retention period |
|------------------------------|---|
| Payment & billing management | As long as necessary for the performance of the service |

For processing by (sub-) processors, also specify subject matter, nature and duration of the processing:

| Subprocessor | Processing | Country | Privacy contact |
|--------------|------------|---------|-----------------|
|--------------|------------|---------|-----------------|

ANNEX III TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

EXPLANATORY NOTE:

The technical and organisational measures need to be described concretely and not in a generic manner.

Description of the technical and organisational security measures implemented by the processor(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, as well as the risks for the rights and freedoms of natural persons.
Examples of possible measures:

Measures of pseudonymisation and encryption of personal data

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing

Measures for user identification and authorisation

Measures for the protection of data during transmission

Measures for the protection of data during storage

Measures for ensuring physical security of locations at which personal data are processed

Measures for ensuring events logging

Measures for ensuring system configuration, including default configuration

Measures for internal IT and IT security governance and management

Measures for certification/assurance of processes and products

Measures for ensuring data minimisation

Measures for ensuring data quality

Measures for ensuring limited data retention

Measures for ensuring accountability

Measures for allowing data portability and ensuring erasure]

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the Customer

Description of the specific technical and organisational measures to be taken by the processor to be able to provide assistance to the Customer.

zsc may update or modify such measures from time to time, provided that such updates and modifications do not materially decrease the overall security of the Service.