

## Data Processing Agreement

Version: June 3<sup>rd</sup> 2024

By agreeing to the Order Form or the SOW which references Rillion's General Terms and Conditions, under which this data processing agreement ("**DPA**") is incorporated, you accept and agree to be bound by the terms and conditions of this DPA. If you accept these terms on behalf of any employer or business entity, such entity is deemed a Customer hereunder and you represent and warrant that you are authorised to legally bind such entity to this DPA.

### Agreed terms:

1. The Customer and Rillion have entered into the Agreement on the date specified therein which requires Rillion to Process Personal Data on behalf of the Customer. This DPA sets out the additional terms that shall apply in relation to the Processing of such Personal Data.

### 2. Definitions and Interpretation

2.1 Capitalised terms used and not otherwise defined in this DPA shall have the meanings set out in the relevant Order Form, SOW and/or Rillion's General Terms and Conditions (as the context may require). The following definitions and rules of interpretation apply in this DPA:

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Processing (including Process and Processed):** have the meanings given to them in the Data Protection Law.

**Data Protection Law:** means all applicable laws and regulations that govern the processing of personal data, including without limitation the General Data Protection Regulation ((EU) 2016/679) and any national data protection laws and regulations implementing the EU Electronic Communications Privacy Directive (2002/58/EC), as well as any amendments to or replacements of such laws and regulations from time to time.

2.2 The annexes of this DPA form an integral part of this DPA.

2.3 In the event of any conflict between the terms of this DPA and any other terms of the Agreement, the terms of this DPA shall prevail.

### 3. Personal data types and Processing purposes

The Customer and Rillion agree and acknowledge that, for the purpose of the Data Protection Law, (a) the Customer is the Controller and Rillion is the Processor, (b) the Customer retains control of the Personal Data and remains responsible for complying with its obligations under the Data Protection Law, including but not limited to, providing any required notices and obtaining any required consents, and for the written Processing instructions it gives to Rillion, and (c) Annex A of this DPA describes the further details regarding the Processing and the Personal Data categories and Data Subject types in respect of which Rillion may Process the Personal Data under the Agreement.

### 4. Rillion's obligations

4.1 Rillion will only Process the Personal Data provided by or on behalf of the Customer to the extent, and in such a manner, as is necessary for the performance of Rillion's rights and obligations under the Agreement, or in accordance with the Customer's written instructions regarding the Processing, and in accordance with the Data Protection Law. Rillion will promptly notify the Customer within a reasonable time if, in its opinion, the Customer's instructions do not comply with the Data Protection Law.

4.2 Rillion will comply with the Customer's written instructions requiring Rillion to amend, transfer, delete or otherwise Process the Personal Data, or to stop, mitigate or remedy any unauthorised Processing.

4.3 Rillion will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third-parties unless (i) the Customer or the Agreement (including this DPA) specifically authorises the disclosure, (ii) required by applicable laws, court or regulator. If any applicable law, court or regulator requires Rillion to Process or disclose the Personal Data to a third-party, Rillion shall inform the Customer of such legal or regulatory requirement before the Processing, unless applicable law or regulation prohibits the giving of such notice on

important grounds of public interest. Notwithstanding the foregoing, Rillion may transfer Personal Data to subcontractors in accordance with section 7 of this DPA.

- 4.4 Rillion will reasonably assist the Customer with appropriate technical and organisational measures for the fulfilment of the Customer's obligations under the Data Protection Law, taking into account the nature of Rillion's Processing and the information available to Rillion, in relation to responding to requests for exercising the Data Subject rights regarding access to and rectification or erasure of Personal Data, data protection impact assessments and reporting to and consulting with the relevant regulator under the Data Protection Law.
- 4.5 Rillion will make reasonably available to the Customer all information necessary to demonstrate compliance with Rillion's obligations in accordance with Article 28 of the GDPR and will allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer, upon the Customer providing reasonable written notice to Rillion, and at the Customer's expense. For the purposes of the foregoing, when designating another auditor, the Customer shall consider any competition aspects with respect to any business relationship between Rillion and the contemplated auditor and, with respect to such competition aspects, the auditor shall be subject to the written approval of Rillion (such approval not to be unreasonably withheld).
- 4.6 Rillion will ensure that its employees are informed of the confidential nature of the Personal Data and are bound by written confidentiality obligations in respect of the Personal Data.

## 5. Security

- 5.1 Rillion will implement appropriate technical and organisational measures, taking into account the state of the art, costs and nature of the Processing, to ensure a level of security appropriate to the risk of the Processing of Personal Data under the Agreement, in particular against the risks of accidental or unlawful loss, destruction, alteration, disclosure, or access of such Personal Data. Examples of Rillion's security measures are set out in **Error! Bookmark not defined.**its security documentation at <https://www.rillion.com/trust-center/security/#security-info>, as may be amended by Rillion from time to time.
- 5.2 If the Customer makes probable that new security measures are required or that existing security measures must be altered in order to achieve compliance with the legal or regulatory requirements regarding an appropriate level of security, or in order to achieve compliance with any court judgments or official orders, the Parties shall discuss in good faith the implementation of such new measures or alterations of existing measures. Any implementation of extended or additional security measures requires that the Parties have agreed on such implementation in writing. Rillion is entitled to reasonable compensation for any extended or additional security measures taken.

## 6. Personal Data Breach

- 6.1 Rillion will, without undue delay, notify the Customer in writing if it becomes aware of a Personal Data breach and provide the Customer with the following written information regarding such breach: (a) a description of the nature of the Personal Data breach, including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned; (b) the likely consequences; and (c) a description of the measures taken or proposed to be taken to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Rillion will assist the Customer to a reasonable extent by providing information necessary for the fulfilment of the Customer's obligation to notify the competent supervisory authority of a Personal Data breach and, when applicable, the Customer's obligation to communicate the Personal Data breach to the affected Data Subjects.
- 6.2 Rillion is entitled to reasonable compensation for any measures taken in relation to its obligations set out in sections 4.4 and 6.1 of this DPA.

## 7. Transfers of Personal Data and Subcontractors

- 7.1 By entering into the Agreement, the Customer agrees that Rillion may engage subcontractors as sub-processors for the purpose of carrying out the Processing under the Agreement. When engaging a subcontractor for the purpose of carrying out the Processing and where required by the Data Protection Law, Rillion will enter into a written agreement with the subcontractor regarding the relevant Processing activities, pursuant to which the subcontractor shall be bound by obligations no less onerous than the obligations of Rillion under this DPA (or by obligations as otherwise required by the Data Protection Law). Rillion's subcontractors may be located within or outside the EU/EEA, subject to the other provisions of this section 7.
- 7.2 The Customer agrees that Rillion may transfer Personal Data to any entity which belongs to Rillion's group of companies from time to time and/or to the subprocessors specified in the list of subcontractors on Rillion's website at <https://www.rillion.com/trust-center/>, and to those countries stated in the same list, for the purpose of

carrying out the Processing under the Agreement. The list of subcontractors may be amended by Rillion from time to time. If the Customer objects to Rillion's appointment of a subcontractor, the Customer may, within one (1) month becoming aware of such appointment, terminate the Agreement by giving Rillion two (2) month's notice in writing.

- 7.3 Should Rillion's engagement of subcontractors involve the transfer of Personal Data from the EU/EEA or the UK to outside of the EU/EEA or the UK, respectively, Rillion will ensure that any requirements imposed on such transfers pursuant to Data Protection Law are met. For example, transfers may be made to entities based within territories which have been deemed to grant adequate protection by the European Commission following a formal adequacy decision, or by ensuring that the transfers are subject to compliance with the standard contractual clauses issued by the European Commission (SCCs), or the transfer shall otherwise be in accordance with the Data Protection Law.

## **8. Limitation of liability**

Notwithstanding the liability of a Party as set out in Rillion's General Terms and Conditions, with regard to any claim or breach in respect of the provisions of this DPA, Rillion's cumulative aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with any of its obligations under this DPA, shall be limited to direct damages up to 150% of the Fees paid to Rillion for the Services during the 12-month period immediately preceding the date on which the claim or breach (as relevant) arose.

## **9. Term and termination**

- 9.1 This DPA will remain in full force and effect for so long as: (a) the Agreement remains in effect; and (b) Rillion Processes the Personal Data related to the Agreement ("**Term**").
- 9.2 Any provision of this DPA that expressly or by implication should come into or continue in force on or after termination of this DPA in order to protect the relevant Personal Data in accordance with Data Protection Law will remain in full force and effect.
- 9.3 If a change in any Data Protection Law prevents either Party from fulfilling all or part of its DPA obligations, the Parties may agree to suspend the Processing of the Personal Data until that Processing complies with the new requirements. If the Parties are unable to bring the Personal Data Processing into compliance with the Data Protection Law within 15 working days, either Party may terminate the Agreement on written notice to the other Party.
- 9.4 On termination of the Agreement for any reason: (i) Rillion reserves the right to delete, destroy or otherwise dispose of all Personal Data relating to this DPA, without the obligation to maintain or provide any such data to the Customer, at the latest after a period of 90 days from the date of such termination, unless otherwise required by any applicable law or regulation, or unless Rillion receives a notice from the Customer in writing at least three (3) months prior to the date of termination to return such Personal Data to the Customer (or, in the event that a Party exercises its right to terminate the Agreement with immediate effect in accordance with clause 8.5 or clause 11.3 of the General Terms and Conditions, unless Rillion receives a notice from the Customer in writing at least 30 days from the date of such termination), and (ii) if the Customer notifies Rillion in accordance with the preceding (i), Rillion shall return such Personal Data in a format reasonably specified by Rillion. Rillion is entitled to reasonable compensation for returning such Personal Data to the Customer. The Customer acknowledges and agrees that it is the Customer's sole responsibility to request and secure copies of the Personal Data within the specified written request period if so desired. Rillion shall not be liable for any loss or damage arising from the Customer's failure to timely request or obtain such Personal Data before its deletion or destruction in accordance with this section.

## **10. Customer Warranties**

The Customer warrants and represents that it has the authority to act as the Controller on behalf of the Personal Data Processed by or on behalf of Rillion. In relation to the Data Subjects, the Customer is responsible for the Processing's compliance with the Data Protection Laws. Further, the Customer warrants that the Processing under this DPA is carried out in accordance with the purpose for which the Personal Data have been collected.

## **11. Governing Law and Jurisdiction**

For the avoidance of doubt, the governing law and jurisdiction provisions of Rillion's General Terms and Conditions shall apply to this DPA.

## **Annex A – Personal Data Processing – further details**

**Purpose:** The Processing may be performed to provide the Services under the Agreement and/or as is necessary for the performance of Rillion's rights and obligations under the Agreement.

**Type of Personal Data Processed:** Names, postal addresses, email addresses, job titles. The Processor may also process other types of Personal Data, if necessary to provide the Services under the Agreement.

**Categories of Data Subjects:** Employees, clients and contractors, suppliers and/or service providers of the Customer.

**Types of Processing:** Rillion may use any types of Processing which are necessary in order to provide the Services and/or to perform a Party's rights and obligations under the Agreement, including registration, organisation, storage, and erasure of personal data.

**Duration of Processing:** For the duration of the Term.