

This Data Protection Addendum, (“Addendum”) is made and entered into as of the date of last signature below (“Addendum Effective Date”) by and between Trintech {INSERT FULL ENTITY NAME} (“Trintech”) and {INSERT SUBSCRIBER ENTITY} (“Subscriber”). Trintech and Subscriber are parties to the Subscription Services Agreement or other agreement (“Agreement”) between Trintech and Subscriber for the purchase by Subscriber of software as a service and related consulting or other services from Trintech, defined as “Services” or otherwise in such agreement (“Services”). All terms not herein defined shall have the respective meanings given to them in the Applicable Privacy Laws or in the Agreement.

In the event of any conflict between the terms of this Addendum and the terms of the Agreement with respect to the subject matter herein, this Addendum will control. This Addendum constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous and contemporaneous agreements and understandings, whether oral or written, between the Parties with respect to the subject matter hereof.

Now, therefore, the parties, in consideration of the promises set forth herein, do hereby agree as follows:

Trintech will, notwithstanding anything to the contrary elsewhere in the Agreement:

- i. process information relating to an identified or identifiable natural person pursuant to Services under the Agreement (“**Personal Data**”) solely for the purpose of the performance of the Services under the Agreement and in accordance with the written instructions of Subscriber as set forth in the Agreement, this Addendum (including the “**Data Processing Details**” attached hereto as Exhibit A) and any statement of work (unless Trintech is required by law to process Personal Data in a different manner);
- ii. Trintech certifies that it understands and will comply with the restrictions on the use of Personal Data in connection with the Services set forth in this Addendum. Trintech will ensure that any employees, subcontractors, and agents involved in performing Services under the Agreement comply with the terms of this Addendum.
- iii. upon Subscriber’s written request, provide reasonable assistance, information, and cooperation to Subscriber to ensure Subscriber’s compliance with its obligations under applicable data protection, privacy, breach notification, and data security laws (“**Applicable Privacy Laws**”), including with respect to responding to requests from individuals to exercise their rights relating to Personal Data about them and allowing for, and contributing to, audits conducted by Subscriber or another auditor mandated by Subscriber provided that such audits shall occur no more than once per calendar year and upon no less than 30 business days’ prior written notice;
- iv. act as a processor under Applicable Privacy Laws while Subscriber will act as the controller;
- v. provide notice to Subscriber without undue delay of any event involving any actual or suspected, compromise of the confidentiality, integrity, or availability of Personal Data or the networks, systems, or databases on which the Personal Data is stored, transmitted, or otherwise processed, including, but not limited to, any accidental, unlawful, or unauthorized disclosure, use, viewing, destruction, loss, alteration, or acquisition of, or access to, any Personal Data;
- vi. respond promptly to all inquiries from Subscriber regarding Trintech’s processing of Personal Data, and, within 5 business days of receipt, notify Subscriber of any inquiry received from an individual or a data protection authority or other government regulator regarding Trintech’s processing of Personal Data;
- vii. implement and maintain, at its own cost and expense, appropriate technical and organizational measures in relation to its processing of Personal Data, as defined under the Security Addendum found at <https://www.trintech.com/terms-and-conditions/cadency/> so as to comply with Applicable Privacy Laws at all times when performing the Services and ensure an appropriate level of security with respect to Personal Data processed by Trintech;

- viii. notify Subscriber if Trintech believes that any instruction from Subscriber violates any Applicable Privacy Law;
- ix. ensure that its employees and agents authorized to process Personal Data have committed themselves to confidentiality, or are under a statutory obligation of confidentiality;
- x. Subscriber generally authorizes Trintech to engage any third-party Processor engaged in the Processing of Personal Data to process Personal Data (the “Sub-processors”) provided that (i) the third party is a Sub-processor processing Personal Data in connection with the performance of Trintech’s obligations under the Agreement, (ii) Trintech has entered into a written contract with the Sub-processor requiring the Sub-processor to abide by terms materially equivalent to those set forth in the Agreement regarding the processing and protection of Personal Data, and (iii) Trintech will remain fully liable to Subscriber for the performance of said Sub-Processor’s obligations. As of the Addendum Effective Date, Trintech engages, as applicable, the Sub-processors listed under Exhibit D. Trintech will notify Subscriber in writing of any intended changes regarding the addition or replacement of Sub-Processors by updating the Addendum found at <https://www.trintech.com/terms-and-conditions/cadency-terms-and-conditions/>. Subscriber may object to such changes within 15 days of such notice if Subscriber reasonably determines that such changes are contrary to the terms of this Addendum or Applicable Privacy Laws. Upon receipt of a valid objection notice, Trintech may use reasonable efforts to recommend a change in the Services to avoid the objected changes. If Subscriber does not accept such recommendation or if Trintech does not make a recommendation within 15 days of such objection, the applicable Agreement or amendments thereto will be deemed terminated insofar as such new Sub-processor would be used for the Services under the Agreement. In such case, Trintech shall promptly refund prepaid fees to Subscriber for unused Services, without penalty;
- xi. process Personal Data relating to individuals residing in the European Economic Area (“**EEA**”) or Switzerland in a jurisdiction not acknowledged by the European Union under Article 45 of GDPR as a safe jurisdiction with an adequate level of data protection (“**Third Country**”) in compliance with the Applicable Privacy Laws and, without limiting the foregoing whenever applicable, (i) Module Two of the Standard Contractual Clauses approved by the European Commission (for controller to processor transfers where Trintech is located in a Third Country and Subscriber is acting as the controller), (ii) Module Three of the Standard Contractual Clauses approved by the European Commission (for processor to processor transfers where Trintech is located in a Third Country and Subscriber is acting as a processor) and (iii) the UK Addendum to said Standard Contractual Clauses approved as of 23 March 2022 by the UK Parliament, shall apply, the terms of which are hereby incorporated by reference and subject to the terms of Exhibit B and C respectively. If Trintech is not located in a Third Country and acts as a data exporter, Trintech has entered into Module Three of the Standard Contractual Clauses approved by the European Commission (for processor to processor transfers) with the relevant Sub-processors acting as data importers;
- xii. at the Agreement’s termination or expiration, upon Subscriber’s written request, securely destroy all Personal Data processed by Trintech and/or its subcontractors in connection with performance of the Services or, alternatively, return such Personal Data to Subscriber. Notwithstanding the foregoing, Trintech may retain Personal Data to the extent such retention is required by applicable law.

[SIGNATURES ON FOLLOWING PAGE]

Agreed to by:

TRINTECH

By: _____

Name: _____

Title: _____

Date: _____

SUBSCRIBER

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Data Processing Details

Duration of processing:	For the duration of the Agreement
Categories of Data Subjects	Personnel of Subscriber Customers of Subscriber
Description of data - Personal Data which Trintech may process under this Agreement includes the following	Contact details of personnel and customers of the Subscriber.
Sensitive Data	None.
Purposes of Processing	Subscriber Personal Data will be processed by Trintech for the purposes of providing the Services.
Duration of Processing	The duration of the Agreement.
Location of Personal Data	Subscriber’s Personal Data will be processed in the EEA, the United Kingdom, and the United States of America. Personal Data may be consulted (with all other natures of processing stated below excluded) for system development work in another Third Country in accordance with Section (x) above.
Nature of Processing	Collection, storage, comparison, modification, consultation, retrieval, and erasure.

Exhibit B**Standard Contractual Clauses and Data Processing Details****Model Contract for Transfers from EEA Countries****1. Standard Contractual Clauses annexed to Commission Implementing Decision (EU) 2021/914 (Module Two for controller to processor transfers where Trintech is located in a Third Country and Subscriber is acting as the controller)**

1.1. In relation to Personal Data transferred subject to Module Two of the Model Contract in accordance with Section xi of this Addendum:

- (a) the optional clause 7 (Docking clause) is used;
- (b) for clause 9(a), option 2 (general written authorization) is selected and the specified time period is thirty (30) days;
- (c) the optional language at clause 11(a) (redress) is used;
- (d) for clause 17, the second option (governing law of the EU Member State in which the data exporter is established) is used; and
- (e) for clause 18(b), the selected forum shall be the courts of the EU Member State in which the data exporter is established.

2. Standard Contractual Clauses annexed to Commission Implementing Decision (EU) 2021/914 (Module Three for processor to processor transfers where Trintech is located in a Third Country and Subscriber is acting as a processor)

2.1. In relation to Personal Data transferred subject to Module Three of the Model Contract in accordance with Section xi of this Addendum:

- (a) the optional clause 7 (Docking clause) is used;
- (b) for clause 9(a), option 2 (general written authorization) is selected and the specified time period is thirty (30) days;
- (c) the optional language at clause 11(a) (redress) is used;
- (d) for clause 17, the second option (governing law of the EU Member State in which the data exporter is established) is used; and
- (e) for clause 18(b), the selected forum shall be the courts of the EU Member State in which the data exporter is established.

ANNEXES TO THE MODEL CONTRACT**ANNEX I****A. LIST OF PARTIES****MODULE TWO: Transfer controller to processor**

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

Name: _____

Address: _____

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

Activities relevant to the data transferred under these Clauses: _____

Signature and date: _____

Role : Controller

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

Name: Trintech Inc.

Address: As stated under section 10.1 of the Agreement

Contact person's name, position and contact details: privacy@trintech.com

Activities relevant to the data transferred under these Clauses: Providing financial software as a service.

Signature and date: _____

Role: processor

MODULE THREE: Transfer processor to processor

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

Name: _____

Address: _____

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

Activities relevant to the data transferred under these Clauses:

Signature and date: _____

Role: processor

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

Name: Trintech Inc.

Address: As stated under section 11.2 of the Agreement

Contact person's name, position and contact details: privacy@trintech.com

Activities relevant to the data transferred under these Clauses: Providing financial software as a service.

Signature and date: _____

Role: processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Personnel of Subscriber; Data Subjects that Subscriber determines

Categories of personal data transferred

Contact details of personnel of the Subscriber. Any Personal Data Subscriber uploads into the Services in violation of the Agreement.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Continuous

Nature of the processing

Collection, storage, comparison, modification, consultation, retrieval, and erasure.

Purpose(s) of the data transfer and further processing

Subscriber Personal Data will be processed by Trintech for the purposes of providing the Services.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that

period

The term of the applicable agreement plus any period required by applicable law.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

...

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

Those listed in the Security Addendum at <https://www.trintech.com/terms-and-conditions/cadency-terms-and-conditions/>

Exhibit C

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

VERSION B1.0, in force 21 March 2022

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part 1: Tables

Table 1: Parties

Start date	Addendum Effective Date.	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	<input type="checkbox"/> Full legal name: Trading name (if different): Main address (if a company registered address): Official registration number (if any) (company number or similar identifier):	Full legal name: Trintech Inc. Trading name (if different): Main address (if a company registered address): As stated under section 10.1 of the Agreement Official registration number (if any) (company number or similar identifier):
Key Contact	Full Name (optional): Job Title: Contact details including email:	Full Name (optional): Job Title: Contact details including email: privacy@trintech.com

Signature (if required for the purposes of Section 2)		
--	--	--

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	<input type="checkbox"/> The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: Reference (if any): Other identifier (if any): Or <input checked="" type="checkbox"/> the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:					
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorization or General Authorization)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1						
2	Controller to processor	Applicable	Applicable	General Authorization	30 days	
3						
4						

Table 3: Appendix Information

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties: As described in Part 1: Tables, Table 1: Parties

Annex 1B: Description of Transfer: As described in Annex I to Schedule 3 (EU Standard Contractual Clauses)

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: As described in Annex II to Schedule 3 (EU Standard Contractual Clauses)

Annex III: List of Sub processors (Modules 2 and 3 only): As described in Annex III to Schedule 3 (EU Standard Contractual Clauses)

Table 4: Ending this Addendum when the Approved Addendum Changes

<p>Ending this Addendum when the Approved Addendum changes</p>	<p>Which Parties may end this Addendum as set out in Section 19: Importer</p> <p><input checked="" type="checkbox"/> Exporter</p> <p><input type="checkbox"/> neither Party</p>
---	---

Alternative Part 2 Mandatory Clauses:

<p>Mandatory Clauses</p>	<p>Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.</p>
---------------------------------	--

Exhibit D

List of Sub-processors

1. Infrastructure Sub-processors

Trintech may use the following Sub-processors to host Subscriber Data or provide other infrastructure that supports the delivery of our Services:

Entity name	Entity Activity	Entity location
Dell USA Rackspace Limited Rackspace International GmbH Rackspace Hosting Australia PTY LTD	Cloud Service Provider	USA United Kingdom Germany Australia

2. Service-specific Sub-processors

Trintech works with the sub-processors listed below to provide specific functionality.

Entity name	Entity Activity	Entity location
Trintech Inc.	Trintech affiliate, to perform possible ad-hoc support services that require escalation to Trintech support team in USA provided Subscriber gives prior approval.	USA
Salesforce, inc.	Cloud-based Services for Trintech Support ticketing. Hosting of CRM information. Processing of personal data as provided by Subscriber when entering support requests through the Success Center found at https://success.trintech.com/ , or via telephone.	USA
ServiceNow, Inc.	Cloud-based Services for Trintech Support ticketing. Hosting of CRM information. Processing of personal data as provided by Subscriber when entering support requests through the Success Center found at https://success.trintech.com/ , or via telephone.	USA
Certent, Inc.	Cloud-based Services for Cadency Disclosure Management (US Subscribers only)	USA