



Payment Courier

Pay Safely Together

Exhibit B

GUIDANCE ON GDPR COMPLIANCE

The General Terms and Conditions, including Exhibit A – Privacy Policy and this Exhibit B – Guidance on GDPR Compliance represent the entire contractual relationship between Payment Courier and the Merchant with respect to the use by the Merchant and the Merchant’s customers of the Services via Payment Courier’s Platform.

The terms used in the present Exhibit have the meaning specified in the present Exhibit. The terms written with capital letters that were not defined otherwise will have the meaning that results from the General Terms and Conditions. Except the modifications below, all the terms of the General Terms and Conditions will remain in force.

Considering the mutual obligations set out in the General Terms and Conditions, the Parties agree that the terms and conditions specified below will constitute as an Exhibit an integral part of the General Terms and Conditions.

1. Definitions

1.1 In this Exhibit, the following terms have the meanings set forth below and the related terms must be interpreted accordingly:

1.1.1 “**Processing**”, “**Operator**”, “**Associate Operator**”, “**Person Authorised by the Operator**”, “**Subject**”, “**Personal Data**” and “**Special Categories of Personal Data**” have the same meaning as in the Applicable Data Protection Law;

1.1.2 “**Merchant’s Affiliate**” means an entity that owns or controls, is owned or controlled by the Merchant, or is controlled or held jointly with the Merchant, where control is defined as the direct or indirect authority to direct or determine the management direction and the policies of an entity, whether by holding voting rights, by Terms and Conditions or by other means;

1.1.3 “**Payment Courier’s Affiliate**” means an entity that is owned or controlled by Payment Courier, or is controlled or held jointly with Payment Courier, where control is defined as the direct or indirect authority to direct or determine the management direction and the policies of an entity, whether by holding voting rights, by Terms and Conditions or by other means;

1.1.4 “**Supervisory Authority**” means: (a) an independent public authority set up by a Member State pursuant to Article 51 of the GDPR; and (b) any similar regulatory authority responsible for the enforcement of the Data Protection Law;

1.1.5 “**Standard contractual clauses**” means standard contractual clauses for the transfer of personal data to third countries which do not provide an adequate level of protection as they have been and/or will be issued by the European Commission in accordance with the provisions art. 46 par. (2) (c) GDPR;

1.1.6 “**Customer**” means any of Merchant’s customers or any Payer acting as Payment Courier Platform User (technically an End User) who has made an Online order on the Merchant’s website and executed a transaction for the Purchase through Payment Courier’s payment platform;

1.1.7 “**Payment Courier’s Platform**” means an e-commerce software application through which Payment Courier provides Merchant’s customers with access to a means of flexible online payment to the benefit of the Merchant;

1.1.8 “**Customer’s Personal Data**” means the data described in Annex 1;

1.1.9 “**Personal Data Security Violation**” means a security breach that results in destruction, loss, alteration, unauthorized disclosure or unauthorized access to Customer’s personal data transmitted, stored or otherwise processed, as well as any violation of Section 5 of this Exhibit or the provisions of the General Terms and Conditions on Customer’s Data Protection, confidentiality or security;

1.1.10 “**Applicable Data Protection Law**” means the applicable law for the protection of individuals with regard to the processing of personal data and the free movement of such data, as amended and supplemented, Regulation (EU) no. 679/2016 of the European Parliament and the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data repealing Directive 95/46/EC (“GDPR”), any law implementing GDPR or regulating the protection of personal data in the United Kingdom of Great Britain and Northern Ireland, as well as any decisions, orders, rules or regulations issued by the Supervisory Authority or other competent regulatory authorities and which are intended to protect the fundamental rights and freedoms of the subjects and, in particular, their right to privacy with regard to data processing applicable in United Kingdom of Great Britain and Northern Ireland;

1.1.11 “**Services**” means services that will be provided by Payment Courier and/or Payment Courier’s Affiliates to the Merchant and/or Affiliates of the Merchant in accordance with the General Terms and Conditions;

1.1.12 “**Subcontractor**” means any Authorised Person (including any third party and any Affiliate of the Merchant) designated by the Merchant to process Customer’s Personal Data;

1.1.13 “**Restricted country**” means a country to which the European Commission has not, by decision, recognized an adequate level of protection within the meaning of Art. 45 (2) GDPR.

2. Terms of Data Processing

2.1 On condition that it is inevitable, during the fulfilment of the General Terms and Conditions, Payment Courier and the Merchant will process Customer's Personal Data regarding the Subjects and for the purposes detailed in Annex 1 as Associate Operators. This Exhibit sets out the responsibilities of each Party for fulfilling the obligations under the applicable Data Protection Law in accordance with Article 26 of the GDPR.

2.2 In addition to the specific provisions of this Exhibit, each Party will comply with all their obligations under the Data Protection Law regarding the processing of Personal Data.

3. Merchant's staff

3.1 The Merchant will take reasonable steps to ensure compliance with the applicable Data Protection Law for each employee, agent or Subcontractor who may have access to Personal Data held by Payment Courier, ensuring in each case that access is strictly limited to those who need to access the relevant Personal Data of the Customers and that all of these persons:

3.1.1 are informed on the confidentiality of the Customer's Personal Data and are aware of the Merchant's obligations under this Exhibit and the General Terms and Conditions in respect of Customer's Personal Data;

3.1.2 have participated in appropriate training courses regarding the applicable Data Protection Law;

3.1.3 are subject to confidentiality agreements or professional or legal confidentiality obligations; and

3.1.4 are subject to login and connection processes when accessing Customer's Personal Data.

4. Security

4.1 Given the current stage of development, the costs of implementation and the nature, scope, context and purposes of the processing, as well as the risk of varying degrees of probability and severity for the rights and freedoms of individuals, the

Merchant will implement appropriate technical and organisational measures to ensure a standard of risk management appropriate to the level of risk including, among others:

4.1.1 pseudonymisation and encryption of Customer's Personal Data;

4.1.2 the ability to ensure the confidentiality, integrity, availability and continued resilience of processing systems and services;

4.1.3 the ability to restore the availability of, and access to, personal data in a timely manner if a physical or technical incident occurs;

4.1.4 a process for the periodic testing and evaluation of the effectiveness of technical and organizational measures to guarantee the security of the processing.

4.2 Notwithstanding the general nature of the above, and in particular its obligation to determine the appropriateness of any additional technical and organizational measures, the Merchant shall implement and maintain appropriate technical and organisational measures.

4.3 When assessing the appropriate level of security, the Merchant shall in particular take into account the risks involved in the Processing, in particular the destruction, loss, alteration, unauthorized disclosure or unauthorized access to the Customer's Personal Data, stored or otherwise processed.

4.4 Payment Courier has the right to send a written notice to the Merchant if it reasonably believes that the Merchant's technical and organisational measures need to be modified to ensure compliance with the applicable Data Protection Law and the Merchant will implement these changes without incurring any cost for Payment Courier. The notification will include annotations about the legislative changes and details of the changes.

5. Subcontractor

5.1 For each Subcontractor, the Merchant:

5.1.1 shall perform an appropriate due diligence analysis on each Subcontractor to ensure that the latter is capable of providing the level of protection on Customer's Personal Data as required by this Exhibit including, without limitation, guarantees

sufficient to implement appropriate technical and organisational measures in a manner that ensures Processing in accordance with the requirements of the GDPR and this Exhibit;

5.1.2 shall include in the contract with each Subcontractor obligations similar to those set out in this Exhibit for the Subcontractor's staff of the Merchant in respect of Customer's Personal Data Security and transfers to Restricted Countries;

5.1.3 shall provide Payment Courier, upon its request, with details of the categories of Subcontract and the types of the Processing of Customer's Personal Data carried out by them; and

5.1.4 shall remain fully liable to Payment Courier for any failure of any Subcontractor to fulfil its obligations in relation to the Processing of any Customer's Personal Data.

5.2 The Merchant must maintain a list of the Subcontractors used throughout the General Terms and Conditions and which processes Customer's Personal Data.

6. Rights of the Subjects

6.1 The Merchant is responsible for ensuring the exercise of any Right of the Subjects recognised by the applicable Data Protection Law in relation to any processing of Customer's Personal Data. This obligation includes, without limitation, the provision of all the information provided in Articles 13 and 14 of the GDPR, ensuring the processing of Customer's Personal Data based on a legal ground provided by the GDPR, as well as the response to any request received from a Subject in relation to the Processing of Personal Data possibly held by Payment Courier.

6.2 If Payment Courier requests so, the Merchant will cooperate to meet Payment Courier's requirements to allow Payment Courier to ensure any exercise of rights by a Subject under any applicable Data Protection Law on Personal Data of Customers and to observe any assessment, enquiry, warning, or investigation under the Applicable Data Protection Law on Personal Data of Customers or according to this Exhibit.

7. Violation of Personal Data security

7.1 In the event of a violation of Personal Data security, the Merchant will promptly notify Payment Courier but in any case within twenty-four (24) hours after identifying such a violation, to the extent Customer's Personal Data is involved, and must:

7.1.1 describe the nature of the Customer's Personal Data Violation, the categories and number of Subjects, and the categories and number of the Personal Data records of the Customers affected;

7.1.2 include the name and contact details of the Data Protection Officer of the Merchant or other relevant correspondent from whom further information may be obtained;

7.1.3 describe the likely consequences of the Customer's Data Security breach; and

7.1.4 describe the steps taken or proposed to be taken to solve the Customer's Data Security breach.

7.2 The Merchant will cooperate with Payment Courier and undertake reasonable commercial efforts in accordance with Payment Courier's instructions to investigate, mitigate and remedy each Security Violation of Customer's Personal Data.

7.3 The Parties will, upon each case of breaching the Security of Customer's Personal Data, jointly agree if notification of the Surveillance Authority and/or the Subjects is required, and which of the Parties will make such notifications.

8. Termination of the General Terms and Conditions

8.1 After the termination of the General Terms and Conditions, the Parties may retain and process records of the Customer's Personal Data strictly for the time necessary for the fulfilment of their own purposes to the extent required for the period provided for by the applicable law, and always subject to confidentiality of all such Personal Data of Customers and compliance with all obligations under the Applicable Data Protection Law in relation to any Processing of Personal Data of Customers.

9. Restricted transfers

9.1 The Parties will not Process Customer's Personal Data and will not allow any Sub-contractor to Process Customer's Personal data in a Restricted Country without making sure that such Processing is accompanied by appropriate guarantees regarding the rights of the Subjects, including the conclusion of Standard Contractual Clauses with any legal person in a Restricted Country to whom the Merchant may transfer Customer's Personal Data.

9.2 In addition to the obligations set forth in this section 9, the Merchant must comply with all legal requirements specific to the jurisdiction where it will process Customer's Personal Data with respect to the Processing (including but not limited to transfers) of Customer's Personal Data in (or from) these jurisdictions.

10. Compensation

10.1 The Merchant shall indemnify and hold harmless Payment Courier from any losses, fines and penalties arising out of any third party's claim or a Subject or a decision of a Supervisory Authority as a result of a violation of this Exhibit by the Merchant.

11. Liability

11.1 Without prejudice to the provisions of the General Terms and Conditions, to the fullest extent permitted by the law, Merchant's liability for any breach of this Exhibit shall be unlimited.

12. General Terms

Termination of the Exhibit

12.1 The Parties agree that this Exhibit shall automatically cease upon (i) the termination of the General Terms and Conditions; or (ii) the expiration or termination of all Services stipulated under the General Terms and Conditions, instructions, workflow directions or under any documents with similar effect as the Terms and Conditions entered into by the Merchant with Payment Courier pursuant to the General Terms and Conditions, whichever is the later.

12.2 Any obligation imposed on the Merchant under this Exhibit as regards the Processing of Personal Data held by Payment Courier shall remain in force following the termination of this Exhibit.

Applicable law and jurisdiction

12.3 The Parties to this Exhibit shall be subject to the jurisdiction provided for in the General Terms and Conditions with respect to any litigation or claim arising under this Exhibit, including disputes concerning its construction, interpretation, existence, validity or termination, or the consequences of its cancellation. This Exhibit and all contractual obligations or other obligations arising out of or in connection therewith

are governed by the laws of the country or the territory provided for this purpose in the General Terms and Conditions.

Gross breach

12.4 Any breach of provisions of this Exhibit will constitute a material breach of the General Terms and Conditions.

Order of application

12.5 With respect to the subject matter of this Exhibit, in the event of any inconsistency between the provisions of this Exhibit and any other agreement or understanding between the Parties, including but not limited to the General Terms and Conditions, the provisions of this Exhibit prevail in respect of matters relating to the protection obligations of the Personal Data of a Subject.

Compliance costs

12.6 Merchant's compliance with the provisions of this Exhibit must not incur any costs for Payment Courier.

Changes to the applicable Data Protection Law

12.7 Payment Courier may periodically notify the Merchant in writing of any variations to this Exhibit that are required as a result of a change to the applicable Data Protection Law, including but not limited to the generality of the foregoing, any changes that are necessary to take into account any new data transfer mechanisms for the purposes of this Exhibit. Any such modifications or amendments will take effect 8 (eight) calendar days from Payment Courier's written notice to the Merchant and the Merchant shall ensure that if necessary, the terms of each contract between the Merchant or any of Merchant's Affiliates and each Subcontractor will include such changes within the notified period of time.

12.8 This Exhibit shall be thoroughly revised in the event that the United Kingdom ceases to be a member of the European Union. Upon such an event (i.e. Brexit), the Parties must, within reasonable time, take proper technical and organisational measures to maintain at least the same standards of data protection as those required within the territories of the European Union.

Severability

12.8 If a provision of this Exhibit is found invalid or unenforceable, it shall not affect the validity and enforceability of the rest of the provisions under this Exhibit. The invalid or unenforceable provision (i) will be amended as necessary to ensure its validity and enforceability, safeguarding to the extent possible the original intent of the Parties or, if this is not possible, (ii) will be interpreted in such a manner as if the invalid or inapplicable part was never included therein.

ANNEX 1: DETAILS OF CUSTOMER'S DATA PROCESSING

The purpose and duration of processing Customer's Personal Data

The exact scope, objective and duration of the Processing of Customer's Personal Data is set forth in *Exhibit A – Privacy Policy* annexed to the General Terms and Conditions.

The nature and purpose of processing Customer's Personal Data

Parties have the right to process Customer's Personal Data for the duration of the General Terms and Conditions and solely for the purpose of performing the obligations assumed under the General Terms and Conditions.

The types of personal data of Customers that might be – but not necessarily – processed by Payment Courier:

- name and surname
- e-mail address

The target group to which Customer's Personal Data refer

- Customers making orders with the Merchant and paying via Payment Courier's payment platform

Rights and obligations of Payment Courier and the Merchant

The rights and obligations of Payment Courier and the Merchant are set forth in the General Terms and Conditions along with the co-applicable *Exhibit A – Privacy Policy* and this *Exhibit B – Guidance on GDPR Compliance*.