



Trintech, Inc. 5600 Granite Parkway #10000 Plano, Texas 75204

## DATA PROTECTION ADDENDUM

This Data Protection Addendum, including its Exhibits, (“**Addendum**”) is made and entered into as of the date of execution of an Order referencing and incorporating the Adra Service Agreement (“**Agreement**”) found at <https://www.trintech.com/terms-and-conditions/adra-terms-and-conditions/> (“**Addendum Effective Date**”) by and between Trintech (“**Trintech**”) and the corporation, LLC, partnership, sole partnership, or other business entity executing such Order (“**Subscriber**”). The Agreement between Trintech and Subscriber is for the purchase by Subscriber of Services, as defined in such Agreement.

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 and documents referenced by Uniform Resource Locator (“**URL**”) constitute 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.

Instructions for executing this Addendum:

1. This Addendum consists of two parts: (i) the main body of the Addendum (Sections i through xii); and (ii) the Exhibits A, B, C and D.
2. This Addendum is pre-signed on behalf of Trintech.
3. To fully execute this Addendum, the Subscriber must: (i) Complete the information in the signature box and sign on page 2; (ii) Complete the information in Annex I of Exhibit B and in Table 1 of Exhibit C; and (ii) Submit a completed and fully executed Addendum without changes made to the URL terms of the Addendum via [privacy@trintech.com](mailto:privacy@trintech.com).
4. Upon receipt by Trintech of a fully completed and duly executed Addendum, such Addendum shall become legally binding.

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), and will not sell or otherwise provide Personal Data to any third party not authorized by Subscriber;
- 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 Adra Security Addendum found at <https://www.trintech.com/terms-and-conditions/adra-terms-and-conditions/>, 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/adra-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. transfer 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.

*SIGNATURE PAGE TO FOLLOW*



TRINTECH INC.

SUBSCRIBER

Signed by:  
*Sunil Padiyar*  
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Name: Sunil Padiyar

Name: \_\_\_\_\_

Title: CTO

Title: \_\_\_\_\_

Date: 16 September 2024

Date: \_\_\_\_\_