**DATA PROCESSING ADDENDUM**

This data processing addendum and any applicable exhibits (“***DPA***”, “***Addendum***”) supplements the service agreement or any other agreement between the Parties for the services set forth therein (the “***Agreement***”) between Finq Digital Ltd., and its affiliates (“***Finq***”, “***Customer***”) and [\_\_\_\_\_\_\_\_\_\_] (“***Service Provider***”). Finq and Service Provider may be individually referred to as a “***Party***” or collectively referred to as the “***Parties***”.

1. **Purpose and Scope**. This Addendum reflects the Parties’ commitment to abide by the Data Protection Laws and other obligations concerning the processing by Services Provider of Finq Data, including Personal Data, on behalf of Finq, in connection with the Agreement. This Addendum prescribes the minimum data protection requirements that Service Provider must adhere to at all times, including the minimum technical, administrative, and physical measures Service Provider must implement and maintain during the term of the Agreement and for any period thereafter during which Finq Data remains in Service Provider’s possession or control.
2. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement or in the applicable Data Protection Laws, as applicable.
3. **Definitions**.

# “*Affiliates*” means any business entity which directly or indirectly controls, is under the control of or under common control with Finq.

# “*Data Protection Laws*” mean any applicable data protection, privacy or information security laws, rules and regulations or other binding restrictions governing the processing of Finq Data, including Personal Data, that are applicable to the processing activities contemplated under this Addendum and the Agreement. For the purposes of this Addendum, Data Protection Laws shall be deemed to include, without limitation, to the extent applicable: (i) General Data Protection Regulations (European Parliament and Council of European Union (2016) Regulation (EU) 2016/679) and corresponding member state implementation laws (EU GDPR) (ii) UK Data Protection Act 2018 and the EU GDPR as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419) (UK GDPR) (iii) California Consumer Privacy Act of 2018 (CCPA) and the California Privacy Rights Act of 2020 (CPRA) (iv) Protection of Privacy Law (Israel); and (v) any rules or regulations that correspond to amend and/or replace any of the aforementioned Data Protection Laws. In the event of any conflict between the applicable Data Protection Laws, the most restrictive law applicable to the Customer shall govern.

# “*Data Subject*”, “*Personal Data*”, “*Subprocessor*” and “*process*” shall have the meaning ascribed to them or to any equivalent term in the applicable Data Protection Law.

# “*Finq Data*” refers to any and all information and data generated, collected or otherwise obtained by Service Provider in connection with the Agreement.

# “*Services*” refers to the services provided to Finq by Service Provider in accordance with the Agreement.

# “*Security Incident*” refers to one or more of the following circumstances: (i) any instance where Finq Data is processed by Service Provider or any of its Sub-processors in violation of this DPA or any Data Protection Laws; (ii) any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to any Finq Data; or (iii) any formal complaints about the Service Provider's (including its Sub-processors') data privacy, data protection, or data security practices.

# “*Standard Contractual Clauses or SCCs*” shall mean: where the EU GDPR applies, the standard contractual clauses pursuant to the EU Commission's Implementing Decision 2021/914 of 4 June 2021 currently set out at: https://eur-lex.europa.eu/eli/dec\_impl/2021/914/oj (“EU SCCs”); (ii) where the UK GDPR applies, the EU SCCs together with the UK Information Commissioner’s Office addendum, under S119A(1) of the Data Protection Act 2018 (“UK Addendum”); or any other Standard Contractual Clauses which amended and/or replace such Standard Contractual Clauses in accordance with Data Protection Law.

# “*Sub-processor*” means any third party that Processes Personal Data under the instruction or supervision of Service Provider.

1. **Processing of Finq Data.**

# Restrictions on Processing. Service Provider shall: (i) process Finq Data for the sole purpose of providing the Services to Finq and for no other purposes; (ii) process Finq Data for the sole benefit of Finq; (iii) not disclose Finq Data to any third-party absent Finq’s express prior written consent, and (iv) Processing in accordance with Finq’s documented instructions, where such instructions are consistent with the terms of the Agreement and the DPA; (v) not process Finq Data other than as set forth in the Agreement and this DPA. Where applicable law requires Service Provider to process Finq Data other than as expressly permitted under this this DPA, Service Provider shall immediately notify Finq of such requirement(s).

# Service Provider shall inform Finq without undue delay if, in Service Provider’s opinion, an instruction for the Processing of Finq Data given by Finq infringes applicable Data Protection Laws. In such event, Service Provider shall (i) inform Finq, providing relevant details of the issue, (ii) upon request of Finq, temporarily cease all Processing of the affected Finq Data (other than securely storing such data), and (iii) if the Parties do not agree on a resolution to the issue in question and the costs thereof, Finq may terminate the Agreement and this DPA with respect to the affected Processing.

# Details of the Processing. The subject-matter of Processing of Finq Data by Service provider is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Annex 1 (Details of Processing) to this DPA.

# Ownership of Finq Data. Finq and its licensors shall own all rights, title and interest in and to Finq Data, and nothing in the Agreement or this Addendum shall be deemed to grant Service Provider any rights in or to Finq Data.

# Disclosure of and Access to Finq Data. Service Provider shall only disclose or otherwise grant access to Finq Data to those Service Provider employees who meet both of the following requirements:

# the employees must have a legitimate need to know and have access to Finq Data in order for Service Provider to provide the Services, and the employees are bound by a written agreement to maintain the confidentiality of Finq Data and to not use or otherwise process Finq Data except as permitted under this Agreement.

# Service Provider may also disclose or otherwise grant access to Finq Data to its Sub-processors provided that such Sub-processors meet the following requirements: (i) Sub-processors must have a legitimate need to know and have access to Finq Data in order for Service Provider to provide the Services, (ii) the Sub-processors are bound by a written agreement that imposes the same or greater obligations on the Sub-processor as Service Provider's obligations under this DPA, and (iii) the Sub-processors were appointed in full compliance with Section ‎6 (Sub-processors) below.

# Data Accuracy and Minimization. To the extent appropriate given the nature of the processing activities undertaken by Service Provider in its performance of the Services, Service Provider shall implement measures to (a) minimize and limit the processing of Finq Data to that which is strictly necessary to perform the Services, and (b) only process Finq Data for so long as Finq Data is relevant and necessary for the purposes for which Finq Data is processed. Such measures shall include, as appropriate, anonymization, pseudonymization, and encryption of Finq Data.

# DPIAs, Consultation with Data Protection Authorities. Service Provider shall fully cooperate with Finq in connection with Finq’s performance of data protection impact assessments or consultation with a data protection authority.

1. **Service Provider Personnel**

# To the extent permissible under applicable law, Service Provider shall conduct an appropriate background investigation of all employees or contractors of the Service Provider who may have access to Finq Data (“Services Provider Personnel”), and before allowing them with such access to Finq Data.

# Service Provider shall ensure that all Services Provider Personnel: (i) are aware of its duties and obligations under this DPA; (ii) have such access only as necessary for the purposes of providing Finq with the Services and complying with Data Protection Laws; (iii) are informed of the confidential nature of Finq Data, and are bound by confidentiality agreement no less restrictive than the requirements set out in this DPA, to keep the Finq Data confidential; (iv) are provided with appropriate privacy and security training, at least annually.

1. **Use of Sub-Processors.**

# Appointment. Service Provider is prohibited from using Sub-processors to perform the Services under this DPA without the prior express written consent of Finq, in each instance. Notwithstanding the foregoing, Finq authorizes Service Provider to engage the Sub-processors listed in Annex III hereto, which includes the identities of those Sub-processors, the Processing services they provide, and the entity’s country (“Sub-Processor List”), provided that: (i) such Sub-processors are only engaged in Processing Finq Data as strictly necessary for the fulfillment of Service Provider’s obligations under the Agreement and this DPA, (ii) Service Provider has conducted the level of due diligence necessary to ensure that such Sub-processor is capable of meeting the requirements of this DPA and Data Protection Laws, and (iii) Service Provider and the Sub-processor have entered a written agreement binding on the Sub-processor containing data protection, security and privacy standards that imposes the same or greater obligations on the Sub-processor as Service Provider's obligations under this DPA. In the event that Service Provider is authorized by Finq to use Sub-processors, Service Provider shall remain at all times responsible for and fully liable to Finq for its Sub-processors' performance under this DPA.

# Objection to New Sub-processors. Service Provider shall provide Finq at least thirty (30) days prior written notice of its intention to engage or replace a Sub-processor. Such notice shall be sent to privacy@\_\_\_\_\_\_\_\_\_\_\_, and must include at least: (i) the name of the proposed Sub-Processor; (ii) the type of Finq Data Processed by such Sub-Processor and for which purposes; (iii) description of the data subjects whose Personal Data shall be Processed by such Sub-Processor, and (iv) location of the Data Processing performed by such Sub-Processor. Finq may in good faith object to the engagement of any Sub-Processor. In the event Finq objects to a new Sub-processor, Service Provider shall use reasonable efforts to make available to Finq a change in the Services to avoid Processing of Finq Data by the objected-to new Sub-processor without unreasonably burdening Finq. If Service Provider is unable to make available such change within thirty (30) days, Finq may terminate the Agreement and this DPA and receive refund for unused Services.

# Agreements with Sub-processors. Service Provider represents that it has entered into a written agreement with each Sub-processor, containing appropriate safeguards to the protection of Finq Data. Where Service Provider engages a Sub-processor for carrying out specific Processing activities on behalf of Finq, the same or materially similar data protection obligations as set out in this DPA shall be imposed on such new Sub-processor by way of a contract, in particular obligations to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of the GDPR. Where a Sub-processor fails to fulfil its data protection obligations concerning its Processing of Finq Data, Service Provider shall remain fully liable for the performance of the Sub-processor's obligations.

1. **Additional Data Privacy Provisions.**

# Data Subject Requests. Service Provider shall provide Finq with all reasonable assistance that Finq may need in order to respond to and fulfill data subjects' requests relating to their rights under applicable data privacy, data protection or consumer laws (including any complaints regarding the Processing of Personal Data). Finq shall, in its sole judgment, determine whether or not a data subject has a right to exercise any data subject rights under such applicable laws, and give reasonable instructions to Service Provider to what extent the assistance is required. Accordingly, Service Provider shall promptly notify Finq if it receives a Data Subject Request in respect of Personal Data and shall not respond to Data Subject Requests, except on the documented instructions of Finq, or as strictly required by Data Protection Laws, to which Service Provider is subject. Service Provider shall assist Finq with communicating requests to recipients of Personal Data, including but not limited to Sub-processors, and securing such parties' cooperation to address any such data subject requests. Service Provider shall maintain electronic records of Data Subject Requests.

# Sale, Sharing, and Combination of Personal Data. Service Provider certifies that it understands the rules, requirements and definitions of the CCPA and confirms that it does not receive or process any Personal Data as consideration for any services that Service Provider provides to Finq under the Agreement. In no event shall Service Provider: (i) disclose Personal Data to any third party absent Finq’s express prior written consent, unless and solely for the purposes for which such Personal Dats was provided to it, as stipulated in the Agreement and this DPA (ii) sell any Personal Data nor taking any action that would cause any transfer of Personal Data to or from Service Provider under the Agreement or this DPA to qualify as “selling” such Personal Data under the CCPA; (iii) have, derive, or exercise any rights or benefits regarding Finq Data Processed on Finq’s behalf; or (iv) combine any Personal Data with any other Personal Data that Service Provider receives, collects or otherwise processes on behalf of itself or any other individual or entity.

# Retention and Disposal of Finq Data. Notwithstanding any other provision of the Agreement or this DPA to the contrary, when Service Provider (including any of its Sub-processors) ceases to perform Services for Finq upon termination of this DPA or otherwise, Service Provider shall, in Finq’s sole discretion: (i) return the Finq Data (and all media containing copies of Finq Data) to Finq; and/or (ii) securely delete and destroy Finq Data, unless legislation imposed upon Service Provider prevents it from returning or destroying all or part of Finq Data; in such case, Service Provider must warrant that it shall guarantee the confidentiality of the Finq Data and shall not actively process Finq Data. Electronic media containing Finq Data shall be disposed of in a manner that renders Finq Data unrecoverable. Upon request, Service Provider shall provide Finq with proof acceptable to Finq to certify its compliance with this provision.

# Privacy Contact. Service Provider shall designate a contact person within its organization authorized to respond to inquiries concerning Processing of Personal Data and shall fully cooperate with Finq concerning all such inquiries if so requested. Initially, such contact person shall be: \_\_\_\_\_\_\_\_\_\_ [*to be filled in by Service Provider*].

1. **Security Program.**

# Security Program & Management. Service Provider will develop, implement, maintain and enforce a written information privacy and security program that (i) complies with an internationally recognized and reputable information security framework (e.g., ISO 27001, AICPA SOC 2, NIST 800- 53), (ii) includes all reasonable and appropriate administrative, technical and physical safeguards to protect the confidentiality, integrity and availability of Finq Data, including, at a minimum, those measures set forth in in Annex 2 to the SCCs, (iii) is appropriate to the nature, size and complexity of Service Provider’s business operations; and (iv) complies with any Data Protection Laws (“*Service Provider’s Security Program*”).

# Changes to Security. Information security is constantly evolving, including the threats to the security of Finq Data. As such, Service Provider shall continuously monitor the efficacy of the Service Provider’s Security Program and threats to the confidentiality, integrity and availability of Finq Data and the Services and update the Service Provider’s Security Program as appropriate. In no event shall Service Provider modify Service Provider’s Security Program in a manner that materially decreases the efficacy and level of protection provided by Service Provider’s Security Program.

1. **Security Incidents.**

# Notice to Finq. Notwithstanding any provisions in this DPA or the Agreement to the contrary, in the event that Service Provider discovers, reasonably suspects, or is notified of a Security Incident, Service Provider shall notify Finq immediately in writing of the Security Incident, but no later than 24 hours of discovering, reasonably suspecting, or being notified of the Security Incident (unless a shorter time period is required by applicable law). Each such notification shall include, to the extent known to Service Provider at the time, a description of the nature of the Security Incident, the categories Finq Data involved (including the categories of any Personal Data involved), approximate number of data subjects concerned (if any), the approximate number of Finq Data records concerned (including the number of Personal Data records concerned), and explain the impact of such Security Incident upon Finq and the data subjects whose Personal Data is affected by such Security Incident. Service Provider shall submit any such notification to \_\_\_\_\_\_\_\_\_\_.

# Notice to Third Parties. In the event of a Security Incident, Service Provider will refrain from notifying or responding to any data subject, government or regulatory agency, or other third party, for or on behalf of Finq or any Finq Affiliate or any Finq or Finq Affiliate personnel, unless Finq specifically requests in writing that Service Provider do so, except as and when otherwise required by Data Protection Laws. Finq shall, in its sole discretion, determine whether notice of the Security Incident is to be provide any government authorities, individuals, or other persons or entities of the Security Incident. Service Provider shall fully cooperate with Finq in connection with such determination. Furthermore, if Finq determines that notice of the Security Incident is to be provided to any government authority, individuals, or other persons or entities, Service Provider shall fully cooperate with Finq in connection with the provisioning of such notices.

# Investigation and Remediation. Service Provider shall cooperate fully with Finq in the investigation and remediation of any Security Incident and take all reasonable measures to limit further unauthorized disclosure or other processing of Finq Data in connection with any Security Incident.

1. **Audits.** Service Provider shall, at no additional cost, keep or cause to be kept detailed, complete, and accurate records relating to any and all processing activities contemplated under this DPA. Finq may request, upon ten (10) days written notice to Service Provider (unless a shorter period is required to meet a legal requirement or request by a government authority), access to Service Provider's facilities, systems, records, and supporting documentation in order to audit, itself or through an independent third-party auditor, Service Provider's compliance with its obligations under or related to this DPA. Audits shall be subject to all applicable confidentiality obligations agreed to by Finq and Service Provider and shall be conducted in a manner that minimizes any disruption of Service Provider's performance of services and other normal business operations. In the event that any such audit reveals material gaps or weaknesses in Service Provider's Security Program or compliance with this DPA, Finq shall, in addition to any other remedies Finq or its Affiliates may have, be entitled to suspend transmission of Finq Data to Service Provider and terminate Service Provider's processing of Finq Data until such issues are resolved. Finq may also require Service Provider to, upon request, make available to Finq any information or certifications necessary to demonstrate compliance with the obligations set forth in this DPA.
2. **International Data Transfers**

# Personal Data may be transferred from the European Economic Area (“EEA”) and the United Kingdom (“UK”) to countries that offer an adequate level of data protection under or pursuant to the adequacy decisions, as determined by the European Commission pursuant to Article 45 of GDPR, and by the Secretary of State, pursuant to Section 17A of the United Kingdom Data Protection Act 2018, respectively, or other adequate authority, as determined by the EU and the UK (“Adequacy Decisions”), as applicable, without any further safeguard being necessary.

# To the extent that Service Provider transfers (either directly or via onward transfer) Personal Data to countries outside of the EEA and/or outside of the UK, which have not been subject to a relevant Adequacy Decision, or such transfers are not performed through an alternative recognized compliance mechanism for the lawful transfer of Personal Data (as set out under the GDPR), and to the extent applicable with respect to each data subject, such transfer of Finq Data, to other countries, shall be subject, where the application of such SCCs, as between the parties, is required under Applicable Data Protection Laws, to the Standard Contractual Clauses, as such are incorporated into this DPA by reference, and shall be implemented as follows:

# In the case of transfer of Personal Data from Finq as the data controller to Service Provider which acts as the processor, the parties shall implement Module II - “Controller to Processor”, of the Standard Contractual Clauses, with modifications detailed under this Section ‎‎11.2.2.1. However, when Finq is acting as a processor, Module III (“Processor-to-Processor”) shall apply.

# The parties are deemed to have accepted and executed the SCCs, including the associated annexes. The contents of Annex I of the SCCs are included in Annex I to this DPA. The contents of Annex II of the SCCs are included within Annex II to this DPA, and the contents of Annex III is included within Annex III to this DPA. The parties further agree to the following implementation choices under the SCCs:

* + - 1. Clause 7: shall not be applicable.
			2. Clause 9(a): The parties choose Option 2, “General Written Authorization” and specify a time period of thirty (30) days. Annex III shall be updated accordingly.
			3. Clause 11: The parties choose not to include the optional language relating to the use of an independent dispute resolution body.
			4. Clause 17: The parties select Option 1 and specify the law of Ireland.
			5. Clause 18(b): The parties specify the courts of Ireland.

# In the case of transfer of Personal Data between Service provider and its Sub-Processors for the purposes of carrying out specific Processing activities (on behalf of Customer) the Service provider and its Sub-Processors will enter into Module III (“Processor-to-Processor”) of the Standard Contractual Clauses.

# If applicable, when transferring Personal Data governed by the UK GDPR, the parties agree to implement the applicable SCCs, as modified by the UK Addendum. The information required by Table 1 of the UK Transfer Addendum appears within Annex I to this DPA. In addition, the parties adopt the SCCs, as modified by the UK Transfer Addendum, as to applicable international transfers of UK Personal Data in exactly the same manner set forth in Section 11.2 above, subject to the following:

* + - 1. Clause 13: The UK Information Commissioner’s Office (“ICO") shall be the competent supervisory authority.
			2. Clause 17: The SCCs, as modified by the UK Transfer Addendum, shall be governed by the laws of England and Wales.
			3. Clause 18: The parties agree that any dispute arising from the SCCs, as modified by the UK Transfer Addendum, shall be resolved by the courts of England and Wales. A UK Data Subject may also bring legal proceedings against the Data Exporter and/or Data Importer before the courts of any country in the UK. The parties agree to submit themselves to the jurisdiction of such courts.

# Annexes I, II and III attached to this DPA shall also apply in connection with the processing of Personal Data, subject to Applicable Data Protection Law.

# Finq reserves the right to adopt an alternative compliance standard to the SCCs for the lawful transfer of Personal Data, provided it is recognized under Data Protection Law. Finq will provide 30 days’ advance notice of its adoption of an alternative compliance standard.

1. **Indemnification.** Service Provider shall indemnify, defend, and hold harmless Finq, its Affiliates and its and their officers, directors, employees, agents, and contractors from and against any liabilities, losses, damages, demands, claims and actions (including any administrative actions brought by or fines imposed by any data protection authority) arising from or relating to any failure by Service Provider or any of its Sub-processors to comply with the terms of this DPA.
2. **Hierarchy of Agreements.** Nothing in the Agreement shall be deemed to limit Finq’s rights or Service Provider’s obligations under this Agreement or limit Service Provider’s liability arising from or relating to Service Provider’s obligations under this DPA. In the event of a conflict between the Agreement and this DPA, the terms of this DPA shall control. In the event of a conflict between the SCC’s and this DPA and/or the Agreement, the SCC’s shall control.
3. **Finq Affiliates.** Each Finq Affiliate that will receive or use Services under the Agreement shall be entitled to enforce the terms of this DPA. Notwithstanding anything to the contrary, however, each Finq Affiliate shall exercise its rights under this DPA through Finq, unless otherwise required by applicable law.
4. **Survival.** The Parties’ respective rights and obligations under this DPA shall survive the expiration or termination of the Agreement.
5. **Compliance-related Amendments.** In the event that Finq reasonably believes that any modifications to this DPA are required to comply with any Data Protection Laws, then Finq and Service Provider shall negotiate such changes in good faith. Should the parties fail to mutually agree upon any such modifications, then Finq may terminate the Agreement without penalty or liability.

Through the signature of their authorized representatives below, the Parties hereby enter into this DPA as of the date of the last signature below.

**Finq Digital Ltd. ]Service Provider[**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

**Annex I**

1. **LIST OF PARTIES**

**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/processor):**

**2. …**

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

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

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contact person’s name, position and contact details: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Activities relevant to the data transferred under these Clauses:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature and date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Role (controller/processor):**

1. **DETAILS OF PROCESSING OF PROCESSED PERSONAL DATA (As required by Article 28(3) of the GDPR)**
2. **Data subjects**

 The Personal Data Processed concern the following categories of data subjects:

 The categories of data subjects will vary depending upon the facts and circumstances of the matters for which Finq elects to use Service Provider’s services; however, such categories may include:

* *Finq employees*
* *Finq customers and/or employees of Finq customers*
* *Finq partners/suppliers and/or employees of Finq’s partners/suppliers*
* *Finq contractors*
1. **Categories of Personal Data**

 The Personal Data Processed concern the following categories of data:

 The categories of Personal Data to be processed will vary depending upon the facts and circumstances of matters for which Finq elects to use Service Provider’s services.

1. **Processing operations**

 The Personal Data Processed shall be subject to the following basic Processing activities:

* **Subject-matter of the Processing:** Service Provider’s performance of the services as set forth in the Agreement.
* **Duration:** For term of processing services as provided for in the Agreement or as otherwise instructed by Finq.
1. **Special categories of data**

The categories of Personal Data to be processed will vary depending upon the facts and circumstances of matters for which Finq elects to use Service Provider’s services.

1. **COMPETENT SUPERVISORY AUTHORITY**

The competent supervisory authority in accordance with Clause 13 is the supervisory authority in the Member State stipulated in Section ‎11.2 above.

**ANNEX II**

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

**[Service Provider’s security measures or any applicable certification which Service Provider may have (such as ISO) which shall be no lass then as required by Applicable law]**

**ANNEX III**

**LIST OF SUB-PROCESSORS**

**Service Provider may engage with the following Sub-Processors to provide the Services.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of Sub-processor** | **Services Performed and Duration of Processing** | **Sub-processor Location** | **DPA/SCC in place with Sub-processor****(yes or no)** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |