

IFS Third Party

Data Protection and Processing
Agreement



DATA PROTECTION AND PROCESSING AGREEMENT

SCOPE OF APPLICATION

This data protection and processing agreement (the “Data Processing Agreement” or “DPA”) is a supplement to and operates under the provisions of the applicable agreement between IFS and Supplier (as the case may be), including any appendices, exhibits, schedules or annexes attached thereto and any statement of work, contractual document, services and activities duly agreed and concluded thereunder, as applicable and as amended from time to time (collectively the “Agreement”), the terms of which shall fully apply hereto.

This DPA serves as a written data processing agreement between IFS and Supplier and shall apply where Supplier acts as a processor and/or sub-processor to IFS in connection with the Agreement, providing services that involve the Processing of Personal Data being controlled by either of: (i) IFS, (ii) an IFS Affiliate, or (iii) an IFS Customer (including Personal Data provided by the IFS Customer on behalf of third parties). In this connection it is acknowledged that the mere access to such Personal Data is considered to constitute an event of Processing under the terms of the applicable Data Protection Law.

Except as expressly stated otherwise, in the event of any conflict between the terms of the Agreement and the terms of this DPA, the relevant terms of this DPA shall take precedence.

If any provision of this DPA is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions hereof, and all provisions not affected by such invalidity shall remain in full force and effect.

This DPA shall be effective for the term of the Agreement and any agreed service or delivery under the Agreement to which this DPA applies.

For the purposes of this DPA, the following definitions shall apply.

- (a) “Data Protection Law” means the legislation protecting the fundamental rights and freedoms of persons and, in particular, their right to privacy, with regard to the processing of Personal Data under the Agreement, including but not limited to local applicable law, Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation) (referred to herein as the “GDPR”).
- (b) “Data Subject”, “Personal Data”, “Processor” and “Processing” shall have the same meanings as set out in the applicable Data Protection Law.
- (c) “IFS Affiliate” means any company belonging to the same consolidated company group as IFS, as applicable from time to time, i.e. any parent company, sister company or subsidiary of IFS as determined by direct or indirect ownership of more than 50 percent of the issued share capital and/or votes.
- (d) “IFS Customer” means any IFS/IFS Affiliate end-client on whose behalf Supplier Processes Personal Data in its capacity as sub-processor to IFS in connection with the Agreement.
- (e) “Standard Contractual Clauses” or sometimes also referred to the “EU Model Clauses” means the (Standard Contractual Clauses (processors)) based on the Commission Decision 2010/87/EU of 5 February 2010, on standard contractual Clauses for the transfer of Personal Data to processors established in third countries (notified under document number C(2010) 593), including Appendices 1 and 2 attached thereto.

IFS INFORMATION SECURITY STANDARD

IFS has developed an IFS Information Security Standard to govern information security standards for non-IFS staff having access to IFS's systems and data, as amended from time to time.

It is acknowledged that the compliance by Supplier's staff and permitted subcontractors at all times with the IFS Information Security Standard is a prerequisite for IFS to grant access to such persons to IFS's systems and data. Supplier undertakes to ensure and shall remain fully liable for the strict adherence of its staff and permitted subcontractors to the IFS Information Security Standard, and undertakes, and shall maintain written records to this effect, to duly inform its staff and permitted subcontractors of the requirements of the IFS Information Security Standard and that any non-compliance thereof may involve a denial of access to IFS's information systems and services.

Supplier acknowledges that IFS as part of its regular business consistently seeks to streamline and improve its security measures and infrastructure and that its information security standards may be developed and improved accordingly. IFS reserves the right to revise the IFS Information Security Standard to reflect such development and improvement and will notify Supplier of such revisions when released.

SUPPLIER'S GENERAL DATA PROTECTION OBLIGATIONS IN REGARDS OF DATA PROVIDED BY IFS UNDER THE AGREEMENT

Supplier acknowledges that in connection with the Agreement, it may receive or gain access to information and data, including Personal Data from IFS or any IFS Affiliate, such as, but not limited to data relating to staff (e.g. contact details, qualifications, roles, user data, etc), data related to customers / prospects (contact details, user data, etc) and data relating to other parties relevant for the Agreement (e.g. suppliers, partners, contractors, sub-contractors or other contract parties or business associates).

IFS/IFS Affiliate shall, in its sole discretion, determine the scope and purpose for which it shall provide Personal Data to the Supplier hereunder and the manner in which the Personal Data shall be Processed by Supplier as permitted under the applicable Data Protection Law. In the absence of explicit documented instruction(s) from IFS/IFS Affiliate, Supplier shall Process Personal Data from IFS hereunder for the sole purpose of the Agreement and only to the extent necessary to maintain the relationship, manage the Agreement and facilitate any agreed activities under the Agreement.

Where such Personal Data referenced in Clause 3.1 is received or accessed by Supplier in connection with the Agreement, Supplier shall, and shall ensure that its staff and subcontractors will, adhere to the obligations provided under Clause 4.1(a)-(j) in regards thereof.

IFS retains, as between the parties, all rights, title and interest in any Personal Data provided by it to Supplier hereunder including any amendments or alterations thereto.

Where Supplier has provided IFS with any staff related contact details, user data or other Personal Data for the purposes of the Agreement, Supplier undertakes to (i) use all reasonable endeavours to inform its relevant Data Subjects thereof, including the purposes of IFS's handling and retention of their Personal Data and other information that may be required under the applicable Data Protection Law, (ii) notify IFS of any material comments or objections that Supplier receives from any of its Data Subjects concerning IFS's handling of their Personal Data, and (iii) notify IFS if any Data Subject no longer is relevant for the purposes of the Agreement.

SUPPLIER'S OBLIGATIONS AS PROCESSOR OR SUBPROCESSOR OF IFS OR CUSTOMER CONTROLLED PERSONAL DATA

Where Supplier Processes Personal Data in the capacity as Processor (or sub-processor) on behalf of IFS, an IFS Affiliate or any IFS Customer (including Personal Data provided by the IFS Customer on behalf of third parties) hereunder, it is Supplier's responsibility to ensure (on its behalf and on behalf of any permitted sub-processor) the following:

- (a) to be and remain at all times in compliance with all applicable Data Protection Law in connection with the Agreement;
- (b) to implement and maintain, observing the IFS Information Security Standard as referenced in Clause 2 above and using good industry standards and practices, appropriate technical and organisational measures to protect the Personal Data against, *inter alia*, unauthorised or unlawful Processing, accidental loss, destruction, damage, alteration or disclosure; these measures shall ensure a level of security appropriate to the risks present at the Processing of Personal Data as

required by Applicable Data Protection Law including guidelines and practice of competent data protection authorities and courts;

- (c) to Process the Personal Data only in accordance with the documented lawful instructions of IFS and solely to perform the agreed services or activities under the Agreement, and not to access, use, export out, transfer or otherwise handle the Personal Data for any other purposes whatsoever, regardless of whether or not the Personal Data is converted to an anonymized and/or aggregated format, nor to modify the Personal Data except per the documented lawful instructions of IFS; if Supplier deems any such instruction to be in non-compliance with the applicable Data Protection Law, it shall promptly inform IFS thereof;
- (d) to keep the Personal Data strictly confidential and take all necessary steps to ensure that the Data is not accessed without authorization and not lost, damaged, altered or disclosed;
- (e) to take all reasonable steps to ensure the reliability of staff who have access to the Personal Data and ensure that such access is limited to such authorised staff only who require access to the Personal Data for the purpose of the Agreement and who are contractually or by statutory obligation bound to maintain confidentiality and security of the Personal Data;
- (f) to not engage any sub-processors for any part of the Processing of Personal Data hereunder except with the prior written specific authorization and mandate of IFS in accordance with Clause 5 below;
- (g) to not transfer Personal Data outside of the European Economic Area except with the prior written specific authorization and mandate of IFS in accordance with Clause 6 below;
- (h) to promptly (where possible within 24 hours and otherwise as promptly as practicably possible taking into account the narrow reporting deadlines set forth in the applicable Data Protection Law) alert and inform IFS of any security incident or personal data breach (whether concerning Supplier or any sub-processor) relating to the Processing hereunder (including, but not limited to, any suspected or actual unauthorised or unlawful Processing, loss of, damage to or destruction of the Personal Data) and provide to IFS all reasonable information, co-operation and assistance to enable IFS to comply with its obligations under applicable Data Protection Law and required for IFS to investigate, handle and mitigate the security incident or personal data breach and to reduce the impact thereof on IFS's (or the relevant data controller's) business operations and reputation; Supplier shall not disclose any information to any third party concerning such security incident or personal data breach without the prior written authorisation of IFS;
- (i) upon IFS's reasonable request or as otherwise required under the applicable Data Protection Law:
 - (1) provide to IFS all information necessary to demonstrate Supplier's (and any sub-processor's) compliance with this DPA and the applicable Data Protection Law; and (ii) subject to customary confidentiality covenants, allow for and contribute to audits, including inspections, of Supplier and any sub-processor to verify such compliance, to be conducted by IFS or another auditor mandated by IFS,
 - (2) assist IFS (or the relevant data controller) by appropriate technical and organizational measures, insofar as this is possible and to the extent reasonable, in complying with its obligation to respond to requests of Data Subjects (including requests for exercising Data Subjects' rights under the applicable Data Protection Law), and
 - (3) provide to IFS (or the relevant data controller) all other reasonable assistance and cooperation to support it in complying with its obligations as data controller under the applicable Data Protection Law in regards of, without limitation, requests, demands or orders from supervisory authorities, security of Processing, personal data breach notification and communication rules, data protection impact assessments and prior consultations; and
- (j) to notify IFS promptly if it is or is likely to become unable to comply with any of its obligations under this DPA or the applicable Data Protection Law.

A more comprehensive description of the nature and purpose of the Processing of Personal Data hereunder, as well as the type of Personal Data and the categories of Data Subjects, is set forth in [Appendix 1](#) hereto, and the IFS Data Processing Standard, as applicable from time to time, which may be provided to Supplier by IFS upon request.

SUPPLIER'S SUBPROCESSORS

Supplier shall be permitted to delegate the Processing of Personal Data hereunder to a sub-processor (i) only with the express prior written consent, authorization and mandate of IFS; and (ii) which is bound to comply with provisions relating to confidentiality and data protection no less stringent than the terms of this DPA; and (iii) provided that the Supplier shall remain responsible for the conduct of any of its sub-processors as for its own conduct, including their observance of the data transfer agreements referenced in Clause 6.1 below.

Subject at all times to Clause 5.1, as per the date of this DPA IFS consents to and specifically authorizes and mandates Supplier to delegate the Processing of Personal Data hereunder to the entities listed in Exhibit 2 hereto.

IFS reserves the right at any time to immediately withdraw any consent granted under this Clause 5 with written notice to the Supplier.

TRANSFER OF PERSONAL DATA

It is acknowledged that the Supplier's access (acting itself or through permitted sub-processor(s) referenced in Clause 5 above) to Personal Data from locations outside of the EU constitutes a transfer of Personal Data under the terms of the applicable Data Protection Law. Supplier agrees (and shall ensure its permitted sub-processors' compliance) that such transfers shall always be conducted in accordance with the applicable Data Protection Law, and IFS hereby specifically authorizes and mandates Supplier for the purpose of such transfers, as follows:

- (a) Where duly signed and executed by the parties, the Supplier Data Transfer Agreement – IFS Controlled Data (with Appendices 1 and 2), implementing the Standard Contractual Clauses, will apply to transfers of Personal Data in connection with this DPA on behalf of IFS or an IFS Affiliate being the controller of such Personal Data. Supplier accepts that any such IFS Affiliate will be designated as a third party beneficiary for the purposes of this DPA and such Supplier Data Transfer Agreement.
- (b) Where duly signed and executed by the parties, the Supplier Data Transfer Agreement – Customer Controlled Data (with Appendices 1 and 2), implementing the Standard Contractual Clauses, will apply to transfers of Personal Data in connection with this DPA on behalf of an IFS Customer (including Personal Data provided by the IFS Customer on behalf of third parties) where IFS or an IFS Affiliate has been duly mandated under a written agreement with the IFS Customer to conduct such transfers on Customer's behalf for the purposes of providing services under such agreement. Supplier accepts that such Customer (and each such third party) will be designated as a third party beneficiary for the purposes of this DPA and such Supplier Data Transfer Agreement.
- (c) Supplier may also be authorized to conduct transfers of Personal Data in connection with this DPA subject to the express prior confirmation in writing of IFS that the Supplier itself or the country or territory in which it operates (i.e. where or from where it Processes or accesses Personal Data) has been found to ensure an adequate level of protection for the rights and freedoms of data subjects in relation to the Processing of Personal Data, including without limitation the EU-U.S. Privacy Shield or any subsequent or separately adopted equivalent provision, as determined by the European Commission and subject to the scope restrictions of any such determination.
- (d) Supplier acknowledges that a Customer may request a data transfer agreement to be concluded directly between the IFS Customer and the Supplier (and/or its permitted sub-processor), implementing the Standard Contractual Clauses for the purposes of transfers of Personal Data on behalf of the IFS Customer (including Personal Data provided by the IFS Customer on behalf of third parties) in connection with this DPA, and the Supplier will use all reasonable measures to accommodate and facilitate such request in good faith and will only conduct any such transfers pursuant to the terms of such data transfer agreement.

Supplier shall comply with and participate in any successor program to the Standard Contractual Clauses related to the transfer of Personal Data, as and when mutually agreed in good faith.

ADDITIONAL DOCUMENTATION

The parties shall execute and deliver any necessary additional documentation (including the applicable Addendums to the Agreement and definitions of (i) the type of Personal Data and categories of Data Subjects,

(ii) the subject-matter and duration of the Processing, (iii) the nature and purpose of the Processing) as may be required for the purposes of the parties complying with the applicable Data Protection Law regarding any Processing of Personal Data under this DPA.
