DATA PROCESSING ADDENDUM TO THE TERMS OF USE OF PAYHAWK

This Data Processing Addendum ("DPA") applies to **you** (the "Client") and **Payhawk Limited**, a company duly incorporated and existing under the laws of the United Kingdom, registered in the Companies House under the company number 11747263, whose registered office is at 100 Bishopsgate, London, United Kingdom, EC2M 1GT (Payhawk) and **Payhawk EOOD**, a company duly registered with the Commercial register at the Registry Agency under UIC 205220011, whose registered office is at 31 Alexander Malinov blvd., Sofia 1729, Bulgaria ("Payhawk EOOD"), with regard to the processing of personal data.

This Data Processing Addendum is applicable together with the Terms of Use (available at: https://payhawk.com/terms/). By clicking "I accept" using our Services, you agree to all terms and conditions of this Data Processing Addendum and Terms of Use.

BACKGROUND:

(A) The Client has appointed Payhawk and its subsidiary Payhawk EOOD for the provision of expense and corporate card management services, issue of physical or virtual corporate payment cards and all other services provided by Payhawk and Payhawk EOOD through a specially created account ("Payhawk Account") in the web platform of Payhawk (the "**Services**") pursuant to the Payhawk Platform Terms of Use and all related individual offers made to the Client (the "**Terms of Use**"). All capitalised terms not defined herein shall have the meaning set forth in the Terms of Use.

(B) The expense and corporate card management services are provided by Payhawk through a specially created Payhawk Account in the web platform of Payhawk.

(C) The issue of physical or virtual corporate payment cards is provided by both Payhawk and Payhawk EOOD, acting as agents and representatives of electronic money institutions - issuers of physical or virtual corporate payment cards and payment providers, as defined in the Terms of Use.

(D) This DPA forms part of the Terms of Use to reflect the parties' agreement with regards to the processing of Client Data, including Personal Data, in accordance with the requirements of the Data Protection Legislation.

(E) In the course of providing the Services to the Client pursuant to the Terms of Use, Payhawk and its subsidiary Payhawk EOOD process Personal Data on behalf of the Client.

(F) The types of Personal Data and categories of Data Subjects Processed by Payhawk and Payhawk EOOD, acting in their respective capacity, under this DPA are further specified in the DPA and the Schedules attached thereto.

AGREED TERMS:

1. Interpretation

1.1 The following definitions and rules of interpretation apply in this agreement.

"**Data Controller**", "**Data Processor**", "**Data Subject**", "**Processing", "Process"** and **"Processed"** each have the meaning set out in the Data Protection Legislation.

"**Data Protection Legislation**" means 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, and repealing Directive 95/46/EC (**General Data Protection Regulation, the "GDPR"**), Directive 2002/58/EC of The European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications), **the UK-GDPR**, **the Bulgarian Data Protection Act** and any other national implementing legislation, as amended or replaced from time to time or, in the absence of such laws, all legislation, regulation, and mandatory guidance or mandatory codes of practice applicable to the Processing of Personal Data, pursuant to the Terms of Use.

"**European Commission's Standard Contractual Clauses**" means contractual clauses set forth in an agreement between a "Data importer" and a "Data exporter" that ensure appropriate data protection safeguards, following the EU Commission's Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries, pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, which can be used as a valid transfer mechanism for transfers of personal data to third countries outside the European Economic Area (EEA), within the meaning of Chapter V of the **GDPR** and the **UK-GDPR** (as amended and supplemented from time to time).

"**Personal Data**" has the meaning set out in the Data Protection Legislation and relates only to Personal Data, or any part of such Personal Data:

(a) supplied to Payhawk and Payhawk EOOD by or on behalf of the Client; and/or

(b) obtained by, or created by, Payhawk and Payhawk EOOD on behalf of the Client in the course of delivery of the Services.

"**Regulator**" means the Information Commissioner's Office (and its successors) and other national equivalents in relevant jurisdictions with authority under Data Protection Legislation over all or any part of the Processing of Personal Data pursuant to the Terms of Use.

"**Security Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

"**Sub-Processor**" means any Data Processor engaged by Payhawk and/or Payhawk EOOD respectively, who agrees to Process Personal Data on behalf of the Data Controller.

"**Technical and Organisational Measures**" means the technical and organisational measures considered by the parties taking into account Article 32 of the GDPR, as set out in Schedule 2 to this DPA.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this DPA.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this DPA and shall have effect as if set out in full in the body of this DPA. Any reference to this DPA includes the Schedules.

1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular, and a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.8 A reference to **writing** or **written** includes faxes and email.

1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.10 A reference to this DPA or to any other agreement or document referred to in this DPA is a reference to this DPA or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this DPA) from time to time.

1.11 References to clauses and Schedules are to the clauses and Schedules of this DPA and references to paragraphs are to paragraphs of the relevant Schedule.

1.12 Any words following the terms **including**, **include**, **in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

1.13 In the case of conflict or ambiguity between any of the provisions of this DPA and the provisions of the Terms of Use, the provisions of this DPA shall prevail.

2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties

(a) The parties acknowledge and agree that with regard to the Processing of Personal Data related to the part of Services provided by Payhawk as per Item (B) in the Background Section above, the Client is the Data Controller and Payhawk is a Data Processor.

(b) The parties acknowledge and agree that with regard to the Processing of Personal Data related to the part of Services provided by Payhawk EOOD and Payhawk as per Item (C) in the Background Section above, both Payhawk EOOD and Payhawk shall act as Data Controllers, as further specified and defined in the Privacy Policy, available on the website of Payhawk at: https://payhawk.com/privacy/ ("the Privacy Policy").

(c) For avoidance of doubt, the provisions of the present DPA and Schedule 1 hereto shall settle the relationship between Payhawk as Data Processor and the Client as Data Controller. For the relations regarding the Processing of Personal Data between the Client and Payhawk EOOD and Payhawk as Data Controllers the Privacy Policy and the respective provisions of this DPA, where both Payhawk EOOD and Payhawk are quoted, shall apply.

(d) If, as a consequence of the provision of the Services, a party considers that the relationship between them no longer corresponds to the intention of the parties stated in clause 2.1(a) and 2.1(b) above then it shall notify the other party and the parties shall discuss and agree in good faith such steps that may be required to confirm the parties' intention.

2.2 Client's Processing of Personal Data

(a) The Client shall Process Personal Data in connection with the Services in accordance with the requirements of Data Protection Legislation.

(b) The Client's instructions for the Processing of Personal Data shall comply with Data Protection Legislation and will not require Payhawk to undertake unlawful Processing activity in order to comply.

(c) The Client shall have sole responsibility for the accuracy, quality, and legality of Personal Data and, where the Client acquired the Personal Data, the means by which the Client acquired Personal Data.

(d) The Client warrants and undertakes that:

(i) its disclosure of Personal Data to Payhawk is limited to what is necessary in order for Payhawk to perform the Services;

(ii) such Personal Data is accurate and up-to-date at the time that it is provided to Payhawk and the Client will promptly notify Payhawk of any necessary corrections, amendments, deletions or restrictions; and

(iii) it has and will maintain the legal bases for Processing, including all necessary consents, and notices required to enable the Payhawk to lawfully Process Personal Data for the duration and purposes of the Services.

2.3 Payhawk Processing of Personal Data

(a) Payhawk shall Process Personal Data in connection with the Services in accordance with the requirements of the Data Protection Legislation, and only as specified in the Client's written instruction.

(b) Payhawk shall, giving advance notice to the Client where unable to do so, only Process Personal Data on behalf of, and in accordance with, the Client's written instructions, in each case to the extent permitted by law.

(c) The Client instructs Payhawk to Process Personal Data for the purposes specified in Schedule 1 as amended or supplemented in writing from time to time, provided the Client's instructions do not materially increase the scope of the Services.

(d) It shall not be Payhawk's obligation to monitor or control the legality of the Personal data, provided in the Payhawk Account by the Client and processed for the Client at its instructions.

(e) The Client agrees that it will reimburse Payhawk for any costs incurred or payments paid as a result of any claim brought by a Data Subject arising in connection with Payhawk's compliance with the Client's instructions.

(f) If Payhawk reasonably believes the instructions provided by the Client in relation to the Processing contravene Data Protection Laws, then Payhawk shall notify or, if Payhawk reasonably believes the instructions provided by the Client in relation to the Processing contravene applicable laws, then Payhawk may notify the Client, and in either case may suspend the Processing until such time as the Client provides new written instructions to Payhawk which do not require Payhawk to contravene applicable law, and Payhawk shall be entitled to:

(i) modify the Services so that they can be performed without requiring the relevant Processing, and without materially detracting from the overall performance of the Services; and/or

(ii) cease to provide the relevant part of the Services which is dependent on the Processing, and Payhawk shall not be responsible or liable for any delay in, or failure to provide, any Services dependent on such Processing.

(g) Payhawk shall ensure that any persons authorised by it to process Personal Data pursuant to this DPA will maintain the confidentiality of, and shall not disclose Personal Data to, any third parties without the Client's prior consent, except as required by law or permitted by the Terms of Use. Payhawk is permitted to disclose Personal Data to Sub-Processors (including Payhawk EOOD as Payhawk's subsidiary) engaged as described in clause 4.

3. RIGHTS OF DATA SUBJECTS

3.1 **Correction, Blocking and Deletion**

(a) Payhawk shall, to the extent permitted by law, notify the Client upon receipt of any complaint or request (other than Data Subject Requests described in clause 3.2 or enquiries of Regulators described in clause 6) relating to (a) the Client's obligations under Data Protection Legislation; or (b) Personal Data.

(b) Payhawk shall, at the Client's cost, comply with any commercially reasonable written instructions from the Client to facilitate any actions required pursuant to clause 3.1(a), within agreed timelines and to the extent Payhawk is legally permitted to do so.

3.2 **Data Subject Requests**

(a) Payhawk shall, to the extent permitted by law, promptly notify the Client if it receives a request from a Data Subject for access to, correction, amendment, restriction or deletion of that person's Personal Data.

(b) Payhawk shall provide the Client with commercially reasonable cooperation and assistance in relation to handling of a Data Subject's request, within agreed timelines, to the extent permitted by law, and to the extent the Client does not have access to or the ability to correct, amend, restrict or delete such Personal Data itself. The Client shall be responsible for any costs arising from Payhawk's provision of such assistance.

4. SUB-PROCESSORS

4.1 **Appointment of Sub-Processors**

(a) The Client acknowledges and agrees that:

(i) Payhawk's subsidiaries may be retained as Sub-Processors; and

(ii) Payhawk and Payhawk EOOD respectively may engage thirdparty Sub-Processors in connection with the provision of the Services,

and, if requested by the Client, Payhawk and Payhawk EOOD respectively shall make available to the Client a current list of Sub-Processors engaged for the respective Services ("**Sub-Processor List**") and Payhawk and Payhawk EOOD respectively shall notify the Client of any change made to the Sub-Processor list.

(b) Where Payhawk and Payhawk EOOD respectively engages a SubProcessor with whom the same terms cannot reasonably be imposed or negotiated (for example, but not limited to, where the Sub-Processor operates on fixed, non-negotiable terms) but where such terms are consistent with the obligations on Processors under Article 28 of the GDPR, provided Payhaw and Payhawk EOOD respectively has notified the Client of the relevant sub-contractor terms, those sub-contractor terms shall:

(i) apply to the Processing carried out by the Sub-Processor;

(ii) be deemed to state that entire set of obligations, responsibility and liability of Payhawk and Payhawk EOOD respectively with respect to the relevant Processing, as though Payhawk and Payhawk EOOD respectively were carrying out that Processing under those sub-contractor terms in place of the Sub-Processor; and

(iii) be deemed by the Client to provide sufficient guarantees and adequate safeguards in relation to the Processing.

4.2 **Objection Right for new Sub-Processors**

(a) The Client may (provided it has reasonable grounds for doing so), object to the engagement of a new Sub-Processor following notification in accordance with clause 4.1 above. The Client shall notify Payhawk and Payhawk respectively in writing, stating the reasons for the objection, within 10 business days after receipt of the notification. The Client's failure to object in writing within such a time period shall constitute approval to use the new Sub-Processor.

(b) In the event the Client objects to the notification in accordance with clause 4.2(a) above, the Client acknowledges that the inability to use a particular Sub-Processor may result in delay in performing the Services, inability to perform the Services and/or increased fees and Payhawk and Payhawk EOOD respectively shall not be responsible or liable for any delay in, or failure to provide, any affected Services. Payhawk and Payhawk EOOD respectively will notify the Client in writing of any change to the Services or fees that would result from Payhawk and Payhawk EOOD respectively not using a particular Sub-Processor to which the Client has objected.

5. SECURITY AND BREACH NOTIFICATION

5.1 Payhawk implements and maintains Technical and Organizational Measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access. The Technical and Organizational Measures include measures to help ensure ongoing confidentiality, integrity, availability and resilience of Payhawk's systems and services; to help restore timely access to Personal Data following an incident; and for regular testing of effectiveness. Payhawk may update or modify the Technical and Organizational Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services.

5.2 Payhawk will take appropriate steps to ensure compliance with the Technical and Organizational Measures by its employees, contractors and Sub-processors to the extent applicable to their scope of performance, including ensuring that all persons authorized to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

5.3 The Client has assessed the level of security appropriate to the Processing in the context of its obligations under Data Protection Legislation and agrees that the Technical and Organisational Measures are consistent with such assessment.

5.4 Payhawk shall, without undue delay, notify the Client upon becoming aware of the occurrence of a Security Breach and provide the Client with the necessary information of such Security Breach.

5.5 The parties agree to coordinate in good faith on developing the content of any required notices to the affected Data Subjects and/or the relevant Regulator(s) in connection with a Security Breach. The Client shall make any notification to the Regulator(s) in accordance with its obligations under the GDPR and/or the UK-GDPR as a Data Controller.

5.6 Payhawk will, at the Client's cost, and without undue delay, take all reasonable measures to mitigate the consequences of the Security Breach. Where the Security Breach is a result of the Payhawk's breach of this DPA or the Data Protection Legislation, Payhawk shall be responsible for such costs.

6. NOTICES

6.1 Payhawk shall promptly notify the Client of any lawful request Payhawk receives for disclosure of Personal Data by any Regulator, law enforcement or other government authority which relates to the Processing of Personal Data, the provision or receipt of the Services, or either party's obligations under this DPA, unless prohibited from doing so by law or by the Regulator.

6.2 Unless a Regulator requests in writing to engage directly with Payhawk, or the parties (acting reasonably and taking into account the subject matter of the request) agree that Payhawk shall, at the Client's cost, handle a Regulator request itself, the Client shall: (i) be responsible for all communications or correspondence in relation to the Processing of Personal Data and the provision or receipt of the Services (ii) keep Payhawk informed of such communications or correspondence to the extent permitted by law; and (iii) fairly represent Payhawk in all such communications or correspondence.

7. RETURN AND DELETION OF CLIENT DATA

Upon termination or expiration of the Services, or at the written request of the Client, Payhawk shall (at the Client's selection), delete or return all Personal Data, save as necessary to keep it for compliance with legal or regulatory purposes. If Client chooses deletion: the Personal Data shall be deleted within 5 years from termination or expiration of the Services. Otherwise, Payhawk shall cease to retain any documents containing Personal Data when it considers that (a) the purpose for which that Personal Data was collected is no longer being served by retention of the Personal Data; and (b) retention is no longer necessary for any business purposes or required by law. The parties agree that a certification of deletion of Personal Data shall be provided by Payhawk to the Client only upon the Client's request. The Client acknowledges and agrees that Payhawk shall have no liability for any losses arising from any inability on the Payhawk's part to provide the Services as a result of a request made by the Client pursuant to this clause 7 during the course of the Terms of Use.

8. DATA PROTECTION IMPACT ASSESSMENT

8.1 If Payhawk believes or becomes aware that its processing of the Personal Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall inform the Client and provide reasonable cooperation to the Client in connection with any data protection impact assessment that may be required under the Data Protection Legislation.

8.2 Notwithstanding to the foregoing, Payhawk shall, at the Client's cost, provide the Client with such assistance and information as may be reasonably required in order for the Client to comply with any obligation to carry out a data protection impact assessment or to consult with a Regulator pursuant to the Data Protection Legislation.

9. DATA TRANSFERS OUTSIDE OF THE EEA

9.1 Payhawk and Payhawk EOOD respectively shall not process, store or transfer Personal Data outside of the European Economic Area ("**EEA**") without prior written authorisation from the Client. Payhawk and Payhawk EOOD respectively is deemed to have authorisation to transfer data to a Sub-Processor if there is an adequacy decision or other valid lawful transfer mechanism in place (such as, but not limited to, the European Commission's Standard Contractual Clauses, pursuant to the EU Commission's Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries), as necessary for the provision of the Services), as necessary for the provision of the Services.

9.2 Where a transfer outside the EEA is made, if the applicable transfer mechanism entered into ceases to be valid, Payhawk and Payhawk EOOD respectively may, at its option:

(a) enter into, and/or procure that any relevant Sub-Processor enters into, an appropriate alternative data transfer mechanism;

(b) modify the Services so that they can performed without requiring the relevant transfer, without materially detracting from the overall performance of the Services; or

(c) cease to provide the relevant part of the Services which is dependent on the transfer,

and Payhawk and Payhawk EOOD respectively shall not be responsible or liable for any delay in, or failure to provide, any Services dependent on such Processing, save to the extent that it is responsible for the failure of the transfer mechanism.

9.3 If any Personal Data transferred between the Client and Payhawk and Payhawk EOOD respectively requires execution of the European Commission's Standard Contractual Clauses in order to comply with the Data Protection Legislation, the parties will complete all relevant details in, and execute, the European Commission's Standard Contractual Clauses, and take all other actions required to legitimise the transfer. The Client authorises Payhawk and Payhawk EOOD respectively to enter into the European Commission's Standard Contractual Clauses with Sub-Processors (Processor to Sub-Processor SCCs) on the Client's behalf and in its name where necessary to account for authorised transfers of, or access to, Personal Data outside the EEA.

10. LIABILITY AND INDEMNITY

10.1 The parties agree that the provisions of this DPA will not be subject to the limitations and exclusions of liability and other terms of the Terms of Use applicable to the Services in question.

10.2 Nothing in this DPA will exclude or in any way limit either party's liability for fraud, or for death or personal injury caused by its negligence or any other liability to the extent such liability may not be excluded or limited as a matter of law.

10.3 Subject to clause 11.2, neither party will be liable under this DPA for any loss of actual or anticipated income or profits, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known. Payhawk's liability in respect of any breach of this DPA shall amount the direct damage suffered by the Client but in any case not more than the total amount of the fees according to the chosen subscription plan, that are actually paid by the Client.

10.4 Subject to Clause 11.3 Payhawk and Payhawk EOOD respectively shall indemnify and hold harmless the Client against all losses, damages, liabilities, claims, demands, actions, penalties, fines, awards, costs and expenses (including reasonable legal and other professional expenses), fines and sanctions which may be incurred by the Client as the result of any claim, suit, proceeding or Regulator action brought against the Client directly arising out of any breach by Payhawk and Payhawk EOOD respectively of this DPA except:

(a) where Payhawk and Payhawk EOOD respectively has acted in accordance with the Client's instructions, this DPA, the Data Protection Laws or other applicable laws; and

(b) to the extent that Client or any third party acting on behalf of the Client has breached this DPA or any applicable Data Protection Laws.

10.5 The Client shall indemnify and hold harmless Payhawk and Payhawk EOOD respectively against all losses, damages, liabilities, claims, demands, actions, penalties, fines, awards, costs and expenses (including reasonable legal and other professional expenses), fines and sanctions which may be incurred by Payhawk as the result of any claim, suit, proceeding or Regulator action brought or threatened against Payhawk directly arising out of or in connection with Payhawk and Payhawk EOOD respectively complying with the Client's written instructions regarding Personal Data Processing.

10.6 To claim under an indemnity set out in this DPA, the claiming party must:

(a) give written notice of the underlying claim, suit, proceeding or Regulator action to the other as soon as reasonably practicable;

(b) not making any admission of liability in relation to the underlying claim, suit, proceeding or Regulator action without the prior written consent of the other;

(c) allow the other to conduct the defence of the underlying claim, suit, proceeding or Regulator action; and

(d) at the other's expense, co-operate and assist to a reasonable extent with the defence of the underlying claim, suit, proceeding or Regulator action.

11. LEGAL EFFECT

This DPA shall only become legally binding between the Client, Payhawk and Payhawk EOOD on the Effective Date, if and once the Terms of Use have been executed. The provisions of this DPA shall survive the term of the Terms of Use perpetually or until Payhawk has returned or deleted all Personal Data in accordance with clause 7. This DPA will terminate when Payhawk ceases to Process Personal Data, unless otherwise agreed in writing between the parties.

12. GENERAL

12.1 Neither party may assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any of its rights and obligations under this DPA without the prior written consent of the other party or as stated in this DPA.

12.2 This DPA, together with the Terms of Use into which it is incorporated, constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.3 Except as expressly provided in this DPA, no variation of this DPA shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.4 This DPA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Republic of Bulgaria.

12.5 Each party irrevocably agrees that the Bulgarian courts shall have jurisdiction as set out in the Terms of Use to settle any dispute or claim arising out of or in connection with this DPA or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1 – Description of the Processing of Personal Data

1. **Subject Matter**

Provision of Services, which include: (i) physical or virtual card management; (ii) corporate expenses management; (iii) creation, generation and export of periodical expense reports; (iv) usage of integrated services through Payhawk Account under the applicable Terms of Use, etc.

2. **Nature**

By using the Services the Client has granted Payhawk a right to collect, record, organise, structure, store, adapt, retrieve, use, disclose Personal Data received from the Client.

3. **Purpose**

- Provision of the Services.
- Ensuring quality, maintaining safety, and improving the Services.
- Fixing problems with the Service. - Customizing Client's experience.

4. **Categories of Personal Data**

- First name, last name;
- Phone number;
- Email;
- Job title/ role;
- Personal bank accounts;
- Address;
- IP address;
- Location/Country (with respect to the occurrence of the expenses)

5. **Categories of Data Subjects**

- Legal representative of the Client;
- Administrators, Users, or other individuals given access to the Services and the Payhawk Account of the Client; - Contact persons and proxies of the Client;
- Employees, contractors of the Client or other individuals that are designated and permitted by the Client through the Payhawk Account of the Client to use physical or virtual cards on Client's behalf.

6. **Recipients of the Personal Data and Data Transfers**

- Sub-contractors as specified in the table below; -
  Authorized employees of Payhawk.

Name	Service	Country
Payhawk EOOD	Subsidiary	**Bulgaria**
Onfido	Document ID & Identity Verification	**UK**
4Stop	KYC and Risk Management	**Germany**
Dun & Bradstreet	KYC and Risk Management	**UK**

Payrnet UAB	eMoney Institution, Issuer of physical or virtual corporate payment cards	**Lithuania**
Payrnet	eMoney Institution, Issuer of physical or virtual corporate payment cards	**UK**
Paynetics AD	eMoney Institution, Issuer of physical or virtual corporate payment cards	**Bulgaria**
Tagnitecrest	Payment card production	**UK**
Marqeta	Payment processing services	**USA**
Cedar Holdings International Inc.	Debt Collection	**USA**

7. **Retention**

All Personal Data shall be deleted within 5 years from termination or performance of the Services by means of encryption solutions or deletion from the Servers where they have been stored.

8. **Parties' contact details regarding Personal Data**

For the Client:

Names:

Email:

For Payhawk:

Name: Mihail Yanev

Email: dpo@payhawk.com

SCHEDULE 2 – TECHNICAL AND ORGANISATIONAL MEASURES

This Schedule sets out the particular Technical and Organisational Measures that Payhawk and Payhawk EOOD shall apply to the Processing of Personal Data under this DPA, which the Client agrees constitute sufficient guarantees for the purposes of Data Protection Legislation:

Task	Current Security Measures	Responsibility	Policy
Training & Awareness	Conducting regular training to all employees and new joiners regarding data protection and privacy	Payhawk CTO	Security Awareness Program

Third Party Processors	Conducting Due diligence and Security Audit before entering into any relationship which includes processing of personal data	Campus X management (Payhawk EOOD HQ)	N/A
Restricted Building Access	Locked Doors, restricted access to building and floors for employees (access cards), visitor registration, supervised visitors, access cancelled on employment termination	Campus X management (Payhawk EOOD HQ)	N/A
Security	CCTV, 24hr security personnel, alarms	Payhawk CTO	Information security policy
Restricted Department Access	HR Team in separate offices with locks. Compliance Team in separate offices with locks.	Payhawk CTO	Security testing policy
Confidential Waste	Secure shredding bags sent to secure locations for shredding.	Payhawk CTO	Access control policy
Firewalls & Internet Gateways	well configured software based firewall is installed and functional, annual Firewall rule validation, no access to untrustworthy sites, warning messages, intrusion detection, authorized user only - access and management security devices such as routers, switches, firewalls, intrusion detection system, intrusion prevention system, content filtering solution, anti-spam devices	Payhawk CTO	Anti-virus policy
Secure Configuration	Regular vulnerability scans and penetration tests run, keep software up to date. Process to address vulnerabilities identified, change software default passwords	Payhawk CTO	Software policy

Access Control	Restricted access to drives, servers and desktops, Password protected – username and complex user ID passwords, user accounts permissions, stricter requirements for admin rights, screen saver activates within five (5) minutes of inactivity, regular password changes enforced, passwords and access cancelled on employment termination	Payhawk CTO	Security Awareness Program
Malware Protection	Anti-virus/Anti malware software installed and functional on all workstations, software to prohibit high risk malware sites, security software messages, virus definition files automatically updated	Payhawk CTO	Security Awareness Program
	daily, virus logs gathered to central location and reviewed regularly by I.T		Anti-Virus Policy
Patch Management & Software Update	Regular computer equipment and software maintenance, virus definition files automatically updated daily	Payhawk CTO	Security Awareness Program
Servers	Restricted access to servers, servers in separate locations to office building	Campus X management (Payhawk EOOD HQ)	N/A
Mobile Phones	Password protected	Campus X management (Payhawk EOOD HQ)	N/A
Laptops (Remote Access)	Password protected – complex user ID passwords, authorized user access only, device hard drive encryption; Anti-virus/Anti malware software installed and functional on all workstations, software to prohibit high risk malware sites, security software messages, virus definition files automatically updated daily, virus logs gathered to central location and reviewed regularly by I.T.	Payhawk CTO	Information security policy