**SBS**

**SBS SAAS DATA PROCESSING ADDENDUM**

This Data Processing Addendum ("**DPA**") is incorporated to and supplements the Agreement entered into between Customer and SBS. All capitalized terms not defined in this DPA have the meaning given to them in other parts of the Agreement, or as applicable, by Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data ("**GDPR**").

**1. Scope of the Processing.** In the context of the provision of the Services, SBS is required to process Customer's Personal Data. In this respect, Customer acts as the data controller ("**Controller**") and SBS acts as the data processor ("**Processor**").

**2. Instructions.** SBS will process Personal Data only on Controller's instructions. The details of the Processing operations conducted under this DPA are specified in the STCs and shall constitute the documented instructions of Controller. Controller may issue additional or alternate instructions, provided that such instructions are agreed in writing between Controller and Processor. The Parties agree to negotiate in good faith if Processor should use resources other than, or in addition to, those required to perform the Services, and thus incur specific costs, due to Controller's instructions regarding the Processing of Personal Data. Processor will inform Controller as soon as possible if, in its opinion, an instruction given by Controller constitutes an infringement of the GDPR or any other applicable privacy related law or regulation.

**3. Conditions of the Processing operations.**

**3.1** Processor will:

    (i)    only grant members of its staff access to Personal Data on a need-to-know basis and subject to an obligation of confidentiality;

    (ii)    maintain a list of its processors (hereinafter referred to as the "Sub-Processors") involved in the Processing of Personal Data, it being specified that the Sub-Processors listed in the Annex to this DPA are subject to a general authorization from Controller. Processor will specifically inform Controller in writing (email permitted) of any modification to this list at least fifteen (15) days in advance before such change is made in order to give Controller the opportunity to object within fifteen (15) days before the recruitment of the relevant Sub-Processor(s), it being understood that such objection will only be valid if Controller provides objective written justification explaining its position and relating to the capacity of the Sub-Processor to comply with the obligations of the GDPR. Processor remains fully liable to Controller for the performance of the Sub-Processors' obligations relating to the Processing of Personal Data and will enter into contractual arrangements with Sub-Processors which impose, in essence, the same obligations as those imposed on Processor under this DPA;

    (iii)    promptly inform Controller of requests received from Data Subjects and assist, to the extent possible, Controller in fulfilling its obligations to respond to the requests of Data Subjects to exercise their rights, taking into account the nature of the Processing and the information available to Processor and provided that Controller is unable to fulfil such Data Subject Requests using the functionality in the SBS Offering(s) when applicable. Controller will be solely responsible for responding to Data Subjects in respect of any Data Subject Requests;

    (iv)    at the choice of Controller, delete or return all the Personal Data to Controller after the end of the Agreement and delete existing copies (unless otherwise required/permitted by applicable law); and

    (v)    at the request of Controller, assist Controller to facilitate Controller's compliance with obligations under the GDPR, including the conduct of a Data Protection Impact Assessment ("**DPIA**") when such DPIA is legally required, with respect to Processor's Processing of Personal Data, taking into account the nature of Processing and information available to Processor. Any additional assistance shall be mutually agreed between the Parties;

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    (vi)      allow Customer to conduct audit to verify compliance with this DPA in the conditions set in the Agreement.

**3.2 Controller will:**

    (i)       ensure that the collection and transmission of Personal Data to Processor are in compliance with the GDPR and any other applicable law and regulation;

    (ii)     provide Processor with any information necessary for the execution of this DPA; and

    (iii)    document in writing all instructions concerning the Processing subcontracted to Processor.

**4. Technical and organisational measures**. Processor will implement the technical and organizational measures specified in the SMP to ensure a level of security of Personal Data appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects. Controller acknowledges and agrees that such measures are sufficient to protect the Personal Data and to ensure compliance with the applicable Personal Data protection legislation.

**5. Notification of Personal Data Breach.** In the event of a Personal Data Breach, Processor will inform Controller of its occurrence without undue delay after becoming aware of it. This notification must contain at least useful information that would enable Controller, if legally required, to notify the competent supervisory authority and the Data Subjects. Processor may provide such information in phases as it becomes available. Such notification shall not be interpreted or construed as an admission of fault or liability by Processor.

**6. International transfers.** Controller agrees that Processing activities entrusted to Sub-Processors may involve a transfer of Personal Data (within the meaning of Chapter V of the GDPR) from the European Economic Area ("**EEA**"), or the United Kingdom to a country located outside of the EEA which is not subject to an adequacy decision (a "**Data Transfer**"). Data Transfers will be subject to the standard contractual clauses for the transfer of Personal Data to third countries pursuant to the GDPR, as annexed to Commission Implementing Decision 2021/914 ("**SCCs**"), which are incorporated into this DPA by this reference or any other intragroup contractual mechanism which complies with Article 46 of the GDPR.

**7. Data Protection Officer.** The Processor has appointed a Data Protection Officer (DPO) who is available for contact at the following address: GDPR.ACCESS@sbs-software.com.

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**ANNEX 1: List of Sub-Processors**

| Concerned SBS Offering (s) | Rank | Name | Address | Country | Description of the Processing | Contact person's name, position and contact details |
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| Digital Core for Savings Banks

Digital Core for Retail Banks

Instant Payments

Regulatory Reporting

Digital Banking

Open Banking

Lending Suite | 1 | AMAZON WEB SERVICES EMEA SARL, SUCCURSALE FRANCAISE | ETABLISSEMENT PRINCIPAL : Tour Carpe Diem 31 Place des corolles 92400 Courbevoie, FRANCE

SIÈGE SOCIAL L 1855 38 Avenue John F. Kennedy LUXEMBOURG | FRANCE and LUXEMBOURG | IT hosting | Run Manager of SBS |
| | 1 | SOPRA STERIA INFRASTRUCTURE & SECURITY SERVICES | PAE - Les Glaisins, 3 Rue du Pré Faucon, 74940 Annecy | FRANCE | Security management | Run Manager of SBS |
| | 1 | SOPRA BANKING SOFTWARE LUXEMBOURG | 89E, ZA de MamerCapellen Pafebruch, 8308 Capellen | LUXEMBOURG | Management of incidents and service requests within the framework of maintenance | Run Manager of SBS |
| | 1 | Sopra Steria Polska Sp. | 13 Uniwersytecka street, 40-007 Katowice | POLAND | Management of Infrastructure and operation of operations | Run Manager of Supplier for Managed Reporting services line |
| | 1 | EASYVISTA | 10 Allée Bienvenue Immeuble Horizon 93885 Noisy Le Grand | FRANCE | Management of incidents and service requests within the framework of maintenance | Run Manager of SBS |

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| | 1 | MongoDB | 20 Rue Quentin Bauchart Level 2 75008 Paris, France | FRANCE | MongoDB Atlas database management | Run Manager of SBS |
| | 1 | PROLIVAL in case a SAB Connector is managed by PROLIVAL | 420 rue d'Estienne d'Orves – 92700 Colombes | FRANCE | Management of Infrastructure and operation of operations | Run Manager of Supplier for Managed Reporting services line |
| | 2 | AWS EMEA | 31 place des Corolles 92400 Courbevoie | FRANCE | Hosting of Easyvista's ticketing management tool and hosting of the MongoDB Atlas service | Run Manager of Supplier for Managed Reporting services line |
| Digital Banking Open Banking | 1 | 74Software SA | 3, Rue du Pré Faucon, PAE Les Glaisins, 74940 Annecy-le-Vieux | FRANCE | Provision of the Services | Run Manager of SBS |
| | 1 | Axway Ireland Limited | Charlemont Exchange, Charlemont Street, Dublin D02 VN88 | IRLAND | Provision of the Services | Run Manager of SBS |
| | 1 | SC Axway Romania SRL | Calea Serban Voda, nr.133 et.3, Sector 4, Bucarest | ROMANIA | Provision of the Services | Run Manager of SBS |
| | 1 | Sopra Banking Software India Pvt. Ltd. | Tower-B, B-9, Sector-132, Gautam Budda Nagar, Noida-201304, Uttar Pradesh | INDIA | Provision of the Services | Run Manager of SBS |
| | 1 | Axway Inc. | 16220 N Scottsdale Road, Suite 500, Scottsdale AZ 85254 | USA | Provision of the Services | Run Manager of SBS |
| | 2 | Steria India Limited | Seaview Special Economic Zone Building No. 4, Plot No. 20 & 21 Sector - 135, 201304, Noida - Uttar Pradesh | INDIA | Provision of the Services | Run Manager of SBS |
| Digital Banking | 1 | Sopra Financial Solutions FZCO | Silicon Oasis HQ, Office B505, P.O. Box 341276, Dubai, UAE | DUBAI | Provision of the Services | Run Manager of SBS |

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| Loan Origination | 1 | AMAZON WEB SERVICES EMEA SARL, SUCCURSALE FRANCAISE | ETABLISSEMENT PRINCIPAL : Tour Carpe Diem 31 Place des corolles 92400 Courbevoie, FRANCE<br><br>SIÈGE SOCIAL : L 1855 38 Avenue John F. Kennedy LUXEMBOURG | FRANCE ET LUXEMBOURG | IT Hosting | Run Manager of SBS |
| | 1 | MongoDB | 20 Rue Quentin Bauchart Level 2 75008 Paris, France | FRANCE | MongoDB Atlas database management | Run Manager of SBS |
| | 1 | DATABRICKS | 160 Spear Street13th Floor San Francisco, CA94105 United States | ÉTATS-UNIS | Data Lake SaaS (data storage and management) | Run Manager of SBS |
| | 1 | ESENDEX | Esendex France 41 cours de la Liberté 69003 Lyon | FRANCE | SMS sending service | Run Manager of SBS |
| | 1 | GOOGLE | Google Cloud France SARL 8 Rue de Londres 75009 Paris | FRANCE | Generation of statistics and reporting | Run Manager of SBS |
| | 1 | ALGOAN | 10 RUE DE PENTHIEVRE 75008 PARIS | FRANCE | Management of banking data | Run Manager of SBS |
| Risk Assessment | 1 | AMAZON WEB SERVICES EMEA SARL, SUCCURSALE FRANCAISE | ETABLISSEMENT PRINCIPAL : Tour Carpe Diem 31 Place des corolles 92400 Courbevoie, FRANCE<br><br>SIÈGE SOCIAL : L 1855 38 Avenue John F. Kennedy LUXEMBOURG | FRANCE ET LUXEMBOURG | IT Hosting | Run Manager of SBS |
| | 1 | MongoDB | 20 Rue Quentin Bauchart Level 2 75008 Paris, France | FRANCE | MongoDB Atlas database management | Run Manager of SBS |

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|---|---|---|---|---|---|---|
| | 1 | DATABRICKS | 160 Spear Street13th Floor San Francisco, CA94105 United States | USA | Data Lake SaaS (data storage and management) | Run Manager of SBS |
| | 1 | ESENDEX | Esendex France 41 cours de la Liberté 69003 Lyon | FRANCE | SMS sending service | Run Manager of SBS |
| | 1 | GOOGLE | Google Cloud France SARL 8 Rue de Londres 75009 Paris | FRANCE | Generation of statistics and reporting | Run Manager of SBS |
| | 1 | ALGOAN | 10 RUE DE PENTHIEVRE 75008 PARIS | FRANCE | Management of banking data | Run Manager of SBS |