ANNEX A19 – DATA PROCESSING AGREEMENT

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The following terms address the Customer's compliance obligations under applicable Data Protection Law and is applicable only if and to the extent that applicable Data Protection Law applies to the processing of any personal data by BMIT Limited, its affiliates, successors and assigns ("BMIT" or the "Service Provider") to its customers ("Customer") in relation to the Services provided by BMIT to the Customer.

These terms are ancillary to the Master Agreement. Upon expiry or termination of the Master Agreement, these Terms and Conditions shall be deemed automatically terminated.

A19-1.   **Additional Definitions.** For the purposes of this Annex, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

    (a)   *"data protection legislation"* shall refer to the legislation on the protection of personal data applicable in Malta and, in particular, to the Data Protection Act (Cap. 586 of the Laws of Malta); and the EU General Data Protection Regulation (Reg. 2016/679) which may in particular also be referred to as the 'GDPR';

    (b)   *"personal data"* shall have the same meaning as ascribed in applicable data protection legislation and shall extend and apply to any personal data held by legal and/or natural persons;

    (c)   *"data subject"*, *"processing"*, and *"data breach"* shall have the same meaning as ascribed in applicable data protection legislation;

    (d)   *"IT system"* means an information technology system which is the subject of the Services or to which the Services relate;

    (e)   *"end-users"* means the Customer's own customers and affiliates whose personal data is processed by BMIT through the provision to, or use by, the Customer of the Services.

A19-2.   **Data Processing and Protection.** With respect to any personal data that the Customer may have access to and store or process on its IT system, the Parties agree that:

    A19-2.1.   The Customer may be either (a) a Controller of Customer Personal Data, or (b) a Processor when it Processes Customer Personal Data on behalf of its end-users.

    A19-2.2.   BMIT is a Processor where the Customer is a Controller or Processor, or a sub-processor when Customer is acting as a Processor on behalf of its end-users;

    A19-2.3.   The purpose of any Processing that is performed by BMIT is to provide Services to Customer under the Agreement and the detection, prevention and resolution of technical issues as provided for in the applicable Agreement and any purposes compatible therewith, and the subject matter of such Processing is BMIT's provision and Customer's use of the Services and the detection, prevention and resolution of technical issues as provided for in the applicable Agreement.

    A19-2.4.   BMIT will Process Personal Data only: (a) in a manner consistent with documented instructions from Customer, which will include Processing (i) to provide the Services, (ii) as authorized or permitted under the Principal Agreement, and (iii) consistent with other reasonable instructions of Customer; and (b) as required by applicable law, provided that BMIT will inform the Customer (unless prohibited by such applicable law or in the case of urgency) of the applicable legal requirement before Processing pursuant

to such applicable law. In the circumstances were either as a result of a legal obligation, lawful request or legitimate criteria BMIT are obliged to take a decision on the processing of the personal data, Controller obligations will apply in line with applicable legislation.

A19-2.5. The type of Personal Data Processed is any Personal Data provided or made available to BMIT by or on behalf of Customer through the use or provision of the Services.

A19-2.6. The categories of Data Subjects are those whose Personal Data are provided or made available to BMIT by or on behalf of Customer through the use or provision of the Services, including staff, Customers, partners of Customer or End-users and any End- users who are individuals.

A19-3. **Customer Obligations.** The Customer will not instruct BMIT to perform any Processing of Personal Data that violates any Data Protection or Privacy Law. The Customer represents and warrants that any Processing of Personal Data by BMIT performed in accordance with the Principal Agreement does not and will not violate any Data Protection Law. BMIT may suspend Processing based upon any instructions given by the Customer that BMIT reasonably suspects violate Data Protection Law. The Customer will be solely liable for the legality of Processing, and, subject to the cooperation of BMIT as specified in this Addendum, for safeguarding the rights of Data Subjects. The Customer will promptly notify BMIT about any faults or irregularities that it discovers in any Processing by BMIT.

In respect of data which the Customer receives, stores, or transmits on or using its IT System, (i) in addition to Customer's obligations stated in the Agreement, the Customer is responsible for the integrity, security, maintenance and appropriate protection of Customer Personal Data, and ensuring its compliance with any privacy laws and regulations applicable to its own Processing of the Customer Personal Data and its use of the Services, including Applicable Data Protection Law; (ii) Customer controls how Customer Personal Data is stored, classified, exchanged, or otherwise Processed when using the Services; (iii) Customer may select the territory in which it stores and Processes Customer Personal Data and may implement and maintain, or purchase supplementary services from BMIT, in order to put in place those technical and organizational security measures appropriate to the nature and volume of Customer Personal Data that Customer Processes using the Service.

A19-4. **Security & Confidentiality Obligations.** BMIT will protect Personal Data in accordance with requirements under Data Protection Law, including by implementing appropriate technical and organizational measures designed to protect Personal Data against any Data Breach that will meet or exceed the requirements specified in BMIT's Information and Security Policy. BMIT will ensure that persons authorized by BMIT to Process any Personal Data are subject to appropriate confidentiality obligations.

A19-5. **Return or Disposal.** At the choice of the Customer, BMIT will delete or return (or will, if technically, operationally and legally possible, enable the Customer via the Services to delete or retrieve) all Personal Data after the end of the provision of Services unless any applicable legal obligation or right requires the storage of such Personal Data by BMIT.

A19-6. **Data Subject's Rights Assistance.** Taking into account the nature of the Processing of Personal Data by BMIT under the Agreement, BMIT will provide reasonable assistance to the Customer by appropriate technical and organizational measures, insofar as possible and as necessary, for the fulfilment of the Customer obligations to respond to requests for exercising Data Subject's rights under Chapter III of the GDPR with respect to Personal Data solely to the extent that the Customer does not have the ability to address such Data Subject request without such assistance.

A19-7.   **Security Assistance.** To assist the Customer in its efforts to ensure compliance with the security requirements under Article 32 of the GDPR, BMIT has made available to the Customer its Information and Security Policy in sub-annex A19a included with this annex.

A19-8.   **Data Protection Impact Assessment Assistance.** The Customer acknowledges that BMIT has no knowledge of the Customer Personal Data received, stored, or transmitted on or using its IT System. Taking into account the nature of BMIT's Processing of Personal Data and the information available to BMIT, BMIT will provide reasonable assistance to the Customer, at Customer's expense, as required for the Customer to comply with its obligations under Articles 35 and 36 of the GDPR in connection with BMIT's Processing of Personal Data under the Principal Agreement.

A19-9.   **Personal Data Breach Notice and Assistance.** BMIT will notify the Customer without undue delay after becoming aware of a Personal Data Breach. Taking into account the nature of Processing and the information available to BMIT, BMIT will provide reasonable assistance to the Customer as may be necessary for the Customer to satisfy any notification obligations required under Articles 33 or 34 of the GDPR related to any Personal Data Breach.

A19-10. **Audits.** BMIT will allow for and contribute to audits, including inspections and as required or permitted under the Standard Contractual Clauses, conducted by the Customer or another auditor mandated by the Customer that is reasonably acceptable to BMIT in accordance with the terms of this clause 4 throughout the validity of the Principal Agreement and for a further period of one year. Any such audit must occur during BMIT's normal business hours and will be permitted only to the extent required for the Customer to assess BMIT's compliance with this Addendum.

In connection with any such audit, the Customer will ensure that the auditor will: (a) review any information on BMIT's premises; (b) observe reasonable on-site access and other restrictions reasonably imposed by BMIT; (c) comply with BMIT's on-site policies and procedures, and (d) not unreasonably interfere with BMIT's business activities. BMIT reserves the right to restrict or suspend any audit in the event of any breach of the conditions specified in this clause. The Customer auditor will not be entitled to access information subject to third-party confidentiality obligations. The Customer will provide written communication of any audit findings to BMIT, and the results of the audit will be the confidential information of BMIT.

Insofar as this is possible and allowed, the Customer will provide no less than fifteen (15) days' advance notice of its request for any such audit, and will cooperate in good faith with BMIT to schedule any such audit on a mutually agreed upon date and time (such agreement not to be unreasonably withheld by either party).

A19-11. **Sub-processors.** The Customer authorizes BMIT to use BMIT's affiliates and third-party Sub-processors to Process Personal Data in connection with the provision of Services to the Customer (hereinafter 'Sub-processor'). BMIT will inform the Customer in writing of any intended changes concerning the addition or replacement of its Sub-processors, and provide the Customer with the opportunity to object to such changes. If the Customer objects to any Sub-processor, BMIT may terminate the Principal Agreement immediately upon notice to Customer without liability to either party. BMIT will impose data protection obligations upon any Sub-processor that are no less protective than those included in this Addendum.

A19-12. **Data Transfers.** BMIT is located within the EU. However, to the extent that Personal Data may be transferred to, stored and/or processed in any country in which BMIT, its affiliates or its Sub-processors maintain facilities outside of the EU, the European Economic Area or Switzerland that has not received a binding adequacy decision in

accordance with applicable Data Protection Legislation (hereinafter a 'Third Country'), BMIT will conduct such transfer: (a) pursuant to the EU Standard Contractual Clauses which may be applicable from time to time and as approved by the EU commission; or (b) any other data transfer mechanism permitted under applicable Data Protection Legislation.

A19-13. **Customer Affiliates.** To the extent that BMIT may process Personal Data on behalf of the Customer affiliates in accordance with the Principal Agreement, the Customer enters into this Addendum on behalf of itself and as agent for its affiliates, and any references to the Customer under this Addendum shall include the Customer and its affiliates, provided however that the Customer shall be the sole entity which may enforce this Addendum on its own behalf and on behalf of its affiliates.

Annex A19b – BMIT Information & Security Policy

Security Policy available at https://www.bmit.com.mt/security-policy-2/