Data Processing Agreement (EN)

Data Processing Agreement

Between

Monizze nv, with registered office at 1000 Brussels, Gasthuisstraat 31, registered in the Crossroads Bank for Enterprises under number 0834.013.324, represented by Mr Corentin Dubois, director, hereinafter referred to as "**Monizze**" or the **"Processor**",

And

The "**Customer**" under the Basic Agreement or the "**Controller**",

Monizze and the Customer are jointly referred to as the "**Parties"** and individually as a **"Party"**,

Preamble

This data processing agreement (hereinafter referred to as the "Data Processing Agreement") is concluded in the context of the cooperation between the Parties, under which the Customer uses Monizze's platform to offer and manage a variable remuneration and cafeteria plan for its staff and employees.

Monizze will process personal data of the Customer's staff and employees for the purpose of providing this service.

The Parties wish to lay down the principles regarding the processing of these personal data by Monizze in accordance with the applicable data protection laws and regulations. The applicable laws and regulations include, in particular, 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 (the "**General Data Protection Regulation**", hereinafter the "**GDPR**") and the Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

Article 1. Definitions

For the purposes of this Data Processing Agreement, the following terms shall have the meanings set out below. In the event of any ambiguity or deviation from the definitions in the GDPR, the definition as laid down in the GDPR shall prevail:

- **"Basic Agreement**": the agreement under which Monizze provides services to the Customer in relation to a variable remuneration and cafeteria plan for the Customer's staff and employees.

- **“Controller**”: the Customer.

- **"Data Breach**": a security incident that, whether unlawful or not, leads to the destruction, loss, alteration, unauthorised disclosure of or unauthorised access to Personal Data that have been transmitted, stored or otherwise processed in the context of the provision of the Services.

- **“Data Processing Agreement**”: this agreement.

- **"Data Protection Legislation**": refers to (i) 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"), (ii) the Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data, and (iii) all other legislation arising from the GDPR.

- **"Data Subject**": means any natural person whose Personal Data is processed in the context of the Services, including, but not limited to, employees of the Customer who use or are registered on the Platform to manage their flexible remuneration.

- **"GDPR**": 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.

- **“Personal Data**”: all information relating to the Data Subjects.

- **"Platform**": the platform made available by Monizze to the Customer for the purpose of performing the Services.

- **“Processing** or **“Process**”: any processing of Personal Data, whether as a single operation or as a set of operations, whether or not by automated means, including the collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data.

- **“Processor**”: Monizze.

- **"Services**": the services provided under the Basic Agreement.

- “**Standard Contract Clauses**”: the standard contract clauses for the transfer of personal data to third countries in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council as approved by Implementing Decision (EU) 2021/914 of 4 June 2021 of the European Commission and the International Data Transfer Addendum (the "UK Addendum") to the Standard Contract Clauses.

- **“Sub-processor**”: any processor engaged by Monizze to perform part of the Services or to support the Services.

Article 2. Subject matter and duration of this Data Processing Agreement

2.1. *Subject matter*

For the purpose of performing the Services under the Basic Agreement, the Controller instructs the Processor to Process Personal Data on behalf of the Controller, in accordance with the provisions of this Data Processing Agreement.

The Parties undertake to comply at all times with the applicable Data Protection Legislation for the performance of this Data Processing Agreement.

2.2. *Duration*

The provisions of this Data Processing Agreement shall apply for the entire duration of the Processing of Personal Data in the context of the performance of the Services under the Basic Agreement.

This Data Processing Agreement shall only exceed the duration of the Basic Agreement if this is expressly stipulated or if this results from obligations imposed by the applicable Data Protection

Legislation.

In any case, the Processor undertakes to Process Personal Data only to the extent necessary for the performance of the Services.

Article 3. Obligations of the Controller and Processor

3.1. *Obligations of the Customer/Controller*

The Controller shall determine the purpose and means of the Processing of Personal Data exclusively and autonomously. The Processor shall process Personal Data only in accordance with the documented instructions of the Controller and shall not take any decisions regarding the purpose or essential means of the Processing.

The Controller is responsible for complying with the information obligations towards the Data Subjects in accordance with the applicable Data Protection Legislation and, where required, for lawfully obtaining and documenting the consent of the Data Subjects for the processing of their Personal Data. The Controller shall indemnify the Processor against any claims arising from non-compliance with these obligations.

The Controller is authorised to request the Processor, within the limits of the applicable Data Protection Legislation and to the extent technically and operationally possible, to cooperate with requests from Data Subjects for access, rectification, erasure or restriction of the Processing of Personal Data. The Processor shall comply with such requests in accordance with the instructions of the Controller and within a reasonable period of time.

Where the Controller makes use of a social secretariat, the Controller declares and confirms that the Processor is authorized to receive Personal Data from such social secretariat, solely for the

purposes of performing the Services under this Data Processing Agreement and in accordance with the Data Protection Legislation.

3.2. *Obligations of Monizze / Processor*

The Processor shall process the Personal Data exclusively on behalf of and on the instructions of the Controller and exclusively in accordance with the latter's written and documented instructions, as included in this Data Processing Agreement or otherwise communicated in writing. If the Processor believes that an instruction is contrary to the applicable Data Protection Legislation, it shall immediately notify the Controller thereof.

The Processor shall take appropriate technical and organisational measures to ensure a level of security appropriate to the risk and to protect Personal Data against destruction, loss, unauthorised or unlawful processing, unauthorised access, alteration or disclosure. These measures shall take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing.

Taking into account the nature of the Processing and to the extent reasonably possible, the Processor shall provide assistance to the Controller in fulfilling its obligations under applicable Data Protection Legislation, including obligations relating to the exercise of Data Subjects' rights, data protection impact assessments and cooperation with supervisory authorities.

The Processor shall ensure that all persons acting under its authority and having access to Personal Data are bound by confidentiality or are subject to an appropriate statutory confidentiality obligation, and that they only Process Personal Data in accordance with this Data Processing Agreement.

Article 4. Description of the Processing operations

4.1. *Categories of Data Subjects whose Personal Data are processed:*

Categories of Data Subjects
(Former) employees of the Controller
Other beneficiaries of the Services

4.2. *Nature of the Personal Data being processed:*

Nature of the Personal Data
Personal identification data: surname, first name, gender, date of birth, address, NISS and telephone number
Salary details, choice of cafeteria and federal mobility plan options, tax and wage information
Data relating to employment
Data used to verify Data Subjects in the context of the performance of the Services, such as username, IP address and similar identification data
Other data necessary for the functioning of the Platform

4.3. *Method of processing Personal Data:*

Nature of the Processing
Collection, registration, storage, updating, use and deletion

4.4. *Purposes of the Processing of Personal Data:*

Purpose of the Processing
Management of remuneration options and benefits
Financial processing and reporting
Compliance with social and tax laws*
Temporary storage (backup) of files

- To the extent necessary for compliance with social and tax laws and regulations, Personal Data may continue to be processed after the expiry of this Data Processing Agreement.

Article 5. Exercise of rights by Data Subjects

The Processor shall enable the Controller to comply with its obligations regarding the handling of requests from Data Subjects to exercise their rights, including the right of access, rectification, erasure and objection, the right to restriction of Processing, the right to data portability, the right not to be subject to exclusively automated individual decision-making (including profiling), as well as the right to withdraw previously given explicit consent to the Processing.

If Data Subjects submit their request to exercise their rights directly to the Processor, the Processor shall forward this request to the Controller without delay. The Processor shall provide all relevant contextual information and data about the specific circumstances of the Processing of the personal data concerned, so that the Controller, with the support of the Processor, can adequately assess and handle the requests.

Article 6. Transfer of Personal Data

The Processor shall not disclose any personal data to third parties, except in the following cases: (i) on the express instruction of the Controller, (ii) for Processing by the Sub-processors under the terms set out in this Data Processing Agreement, or (iii) if required by law. If the Controller gives instructions to provide Personal Data to a third party, it remains the responsibility of the Controller to make written agreements with that third party to ensure the protection of the data.

Article 7. Use of Sub-processors and transfer to third countries

The Controller agrees that the Processor may share Personal Data with the Sub-processors listed in the list made available to the Controller at security.monizze.be for the performance of the Services. This list may be amended by the Processor at any time.

If the Processor engages a new Sub-processor, it will be added to the aforementioned list. If necessary, the Controller may object within thirty (30) days of the inclusion of this new Sub-processor in the list by notifying the Processor in writing. The Processor shall then, to the extent possible, make reasonable efforts to modify the Services or propose alternative solutions so that Processing by the Sub-processor in question is avoided. If this is not possible within sixty (60) calendar days, the Controller may terminate the relevant part of the Services. If the objection is unreasonable and the Controller terminates the Services, this may be considered as early termination of the Basic Agreement, subject to the applicable contractual terms and conditions.

The Processor shall enter into a written agreement with each Sub-processor containing obligations that are at least equivalent to the obligations of this Data Processing Agreement. The Processor remains fully liable for the Sub-processor's compliance with these obligations. Sub-processors may only process Personal Data for the performance of the Services assigned to them and for no other purpose.

Without prejudice to the application of this article, the Processor shall only transfer Personal Data to third countries to the extent necessary for the performance of the Services and in full

compliance with the Data Protection Legislation, including, where applicable, the conclusion of Standard Contract Clauses.

Article 8. Technical and organisational measures

The Processor has implemented appropriate technical and organisational measures to protect Personal Data against loss, destruction, alteration, unauthorised access or disclosure, and will maintain these measures. These measures are described at security.monizze.be and are regularly adapted to legal, technical and other developments. Measures taken by Sub-processors are aligned with these measures. The measures guarantee a level of security appropriate to the risks of the Processing and the nature of the Personal Data, taking into account the state of the art, implementation costs and the likelihood and severity of possible risks to the rights and freedoms of Data Subjects.

The Processor is entitled to modify or replace the technical and organisational measures at any time, provided that the level of security remains equivalent or is improved. The Controller may request the Processor to provide an up-to-date description of these measures.

Article 9. Deletion and return of Personal Data

Upon termination of this Data Processing Agreement, the Processor shall permanently and securely delete all Processed Personal Data and copies thereof, unless legal obligations require the retention of certain Personal Data. If the Processor has such a retention obligation, it shall store these Personal Data strictly and securely and shall only Process it for the purpose of the legal obligation and in accordance with the technical and organisational measures set out in this Data Processing Agreement. At the request of the Controller, the Processor shall confirm in writing that all Personal Data have been destroyed.

At the request of the Controller, which shall be submitted no later than thirty (30) calendar days after the expiry of the Data Processing Agreement, the Processor shall return the Processed Personal Data to the Controller in a structured, commonly used and machine-readable format.

Article 10. Data Protection Officer

The Processor has appointed a Data Protection Officer (DPO). All questions regarding data protection can be addressed to the following address:

Monizze nv

DPO

Gasthuisstraat 31

1000 Brussels

privacy@monizze.be

Article 11. Data Breaches

The Processor shall inform the Controller without undue delay of any breach of the Personal Data processed under this Data Processing Agreement, unless the breach is unlikely to pose a risk to the rights and freedoms of the Data Subjects.

The notification by the Processor to the Controller shall contain the available information about (i) the nature of the breach, (ii) the categories and estimated number of Data Subjects and Personal Data, (iii) the measures taken or planned to mitigate the breach, and (iv) the possible consequences of the Data Breach.

The responsible Party shall investigate the Data Breach immediately, keep the other Party informed and take appropriate measures to limit the damage. The Parties shall support each other in a timely and reasonable manner to comply with all obligations and procedures under the Data Protection Legislation.

The Processor shall not be liable for delays in reporting or damage caused by the Data Breach if (i) the Processor reported the breach immediately as soon as it became aware of it or (ii) the Data Breach is the result of instructions, negligence or shortcomings on the part of the Controller.

The Processor shall not report or communicate a Data Breach directly to the supervisory authorities or Data Subjects without prior consultation with the Controller.

Article 12. Data protection impact assessment (DPIA)

If the Controller decides to carry out a data protection impact assessment or prior consultation in accordance with the Data Protection Legislation, the Processor shall provide support by providing available information and resources. All reasonable costs incurred by the Processor in connection with such assistance with a data protection impact assessment shall be borne by the Controller.

Article 13. Audit and control

The Controller (or an auditor appointed by it) shall have the right to audit the Processor once every twelve (12) months for compliance with this Data Processing Agreement, exclusively remotely, for example by means of written questions, inspection of documentation or reports, or via secure digital access. Where applicable, the Processor shall provide reasonable cooperation by supplying relevant information or documentation.

Audits shall in no case unnecessarily disrupt the Processor's daily operations. The scope of an audit shall be determined in advance in consultation between the Parties.

All reasonable costs arising from such an audit, such as internal time and external costs, shall be borne by the Controller, unless such an audit reveals a material breach of this Data Processing Agreement by the Processor.

Article 14. Liability

The total liability of the Processor to the Controller under this Data Processing Agreement, regardless of the basis of the claim, shall be limited to fifty per cent (50%) of the total amounts paid by the Controller to the Processor during the twelve (12) months preceding the occurrence of the damage. If the cooperation between the Parties has lasted less than twelve (12) months at the time of the damage, the liability shall be calculated on the basis of a proportional extrapolation of the payments made during the actual period of cooperation.

The Processor shall not be liable for indirect, consequential or immaterial damage, including but not limited to lost profits, loss of turnover, loss of data, business interruption, damage to reputation or any other consequential damage, regardless of the cause or legal basis of the claim, to the extent permitted by applicable law.

This limitation of liability does not apply to (i) fraud or intentional misconduct on the part of the Processor or (ii) any other fact that cannot be limited or excluded by law, in particular in application of the Data Protection Legislation.

Article 15. Applicable law and competent courts

This Processing Agreement shall be governed by and interpreted in accordance with Belgian law. All disputes arising from or related to this Data Processing Agreement shall fall under the exclusive jurisdiction of the courts of Brussels.