

Receipt Bank: Data Processing Addendum

THIS DATA PROCESSING ADDENDUM is entered into as of the Addendum Effective Date by and between: (1) Receipt Bank Limited, a company incorporated and registered in England and Wales with company number 7361080 whose registered office is at 99, Clifton Street, London, EC2A 4LG (“**Receipt Bank**”); and (2) the counterparty to the Agreement (as defined below) into which this Data Processing Addendum is incorporated and forms a part.

1. INTERPRETATION

1.1. In this Data Processing Addendum the following terms shall have the meanings set out in this Paragraph 1.1, unless expressly stated otherwise:

- (a) “**Addendum Effective Date**” means 25 May 2018.
- (b) “**Adequate Country**” means a country or territory outside the European Economic Area that the European Commission has deemed to provide an adequate level of protection for Personal Data pursuant to a decision made in accordance with Article 45(1) of the GDPR.
- (c) “**Agreement**” means the agreement between the Parties entered into by way of Customer’s acceptance of Receipt Bank’s online terms and conditions (currently displayed at <https://www.receipt-bank.com/terms-conditions/>).
- (d) “**Anonymised Data**” means any Personal Data (including Customer Personal Data), which has been anonymised such that the Data Subject to whom it relates cannot be identified, directly or indirectly, by Receipt Bank or any other party reasonably likely to receive or access that anonymised Personal Data.
- (e) “**Business Day**” means any day which is not a Saturday, Sunday or public holiday, and on which the banks are open for business, in London.
- (f) “**Cessation Date**” has the meaning given in Paragraph 9.1.
- (g) “**Customer Personal Data**” means any Personal Data Processed by or on behalf of Receipt Bank on behalf of Customer under the Agreement.
- (h) “**Data Protection Laws**” means the EU General Data Protection Regulation 2016/679 (the “**GDPR**”) and to the extent the GDPR is no longer applicable in the United Kingdom, any implementing legislation or legislation having equivalent effect in the United Kingdom (references to “**Articles**” or “**Chapters**” of the GDPR shall be construed accordingly).
- (i) “**Data Subject Request**” means the exercise by Data Subjects of their rights under, and in accordance with, Chapter III of the GDPR.
- (j) “**Data Subject**” means the identified or identifiable natural person located in the European Economic Area to whom Customer Personal Data relates.
- (k) “**Delete**” means to remove or obliterate Personal Data such that it cannot be recovered or reconstructed, and “**Deletion**” shall be construed accordingly.
- (l) “**Personnel**” means a person’s employees, agents, consultants or contractors.

- (m) **“Post-cessation Storage Period”** has the meaning given in Paragraph 9.2.
- (n) **“Restricted Country”** means a country or territory outside the European Economic Area that is not an Adequate Country.
- (o) **“Restricted Transfer”** means: (i) a transfer of Customer Personal Data from Customer to Receipt Bank in a Restricted Country; or (ii) an onward transfer of Customer Personal Data from Receipt Bank to a Subprocessor in a Restricted Country, (in each case) where such transfer would be prohibited by Data Protection Laws without a legal basis therefor under Chapter V of the GDPR.
- (p) **“Services”** means those services and activities to be supplied to or carried out by or on behalf of Receipt Bank for Customer (including the provision of access to the Receipt Bank Products) pursuant to the Agreement.
- (q) **“Standard Contractual Clauses”** means the standard contractual clauses issued by the European Commission (from time-to-time) for the transfer of Personal Data from Data Controllers established inside the European Economic Area to Data Processors established in Restricted Countries.
- (r) **“Subprocessor”** means any third party appointed by or on behalf of Receipt Bank to Process Customer Personal Data.

1.2. In this Data Processing Addendum:

- (a) the terms, **“Data Controller”**, **“Data Processor”**, **“Personal Data”**, **“Personal Data Breach”**, **“Process/Processing/Processed”** and **“Supervisory Authority”** shall have the meaning ascribed to the corresponding terms in the Data Protection Laws; and
- (b) unless otherwise defined in this Data Processing Addendum, all capitalised terms shall have the meaning given to them in the Agreement.

2. PROCESSING OF CUSTOMER PERSONAL DATA

2.1. In respect of Customer Personal Data, the Parties acknowledge that:

- (a) Receipt Bank acts as a Data Processor; and
- (b) Customer acts as the Data Controller.

2.2. Receipt Bank shall:

- (a) comply with all applicable Data Protection Laws in Processing Customer Personal Data; and
- (b) not Process Customer Personal Data other than:
 - (i) on Customer’s instructions (subject always to Paragraph 2.8); and
 - (ii) as required by applicable laws.

- 2.3. Customer instructs Receipt Bank to Process Customer Personal Data as necessary:
 - (a) to provide the Services to Customer; and
 - (b) to perform Receipt Bank's obligations and exercise Receipt Bank's rights under the Agreement.
- 2.4. Annex 1 (*Data Processing Details*) sets out certain information regarding Receipt Bank's Processing of Customer Personal Data as required by Article 28(3) of the GDPR.
- 2.5. Customer may amend Annex 1 (*Data Processing Details*) on written notice to Receipt Bank from time to time as Customer reasonably considers necessary to meet any applicable requirements of Data Protection Laws.
- 2.6. Nothing in Annex 1 (*Data Processing Details*) (including as amended pursuant to Paragraph 2.5) confers any right or imposes any obligation on any Party to this Data Processing Addendum.
- 2.7. Where Receipt Bank receives an instruction from Customer that, in its reasonable opinion, infringes the GDPR, Receipt Bank shall inform Customer.
- 2.8. Customer acknowledges and agrees that any instructions issued by Customer with regards to the Processing of Customer Personal Data by or on behalf of Receipt Bank pursuant to or in connection with the Agreement:
 - (a) shall be strictly required for the sole purpose of ensuring compliance with Data Protection Laws; and
 - (b) (without limitation to the generality of Paragraph 2.6) shall not relate to the scope of, or otherwise materially change, the Services to be provided by Receipt Bank under the Agreement.
- 2.9. Notwithstanding anything to the contrary herein, Receipt Bank may terminate the Agreement in its entirety upon written notice to Customer with immediate effect if Receipt Bank considers (in its reasonable discretion) that:
 - (a) it is unable to adhere to, perform or implement any instructions issued by Customer due to the technical limitations of its systems, equipment and/or facilities; and/or
 - (b) to adhere to, perform or implement any such instructions would require disproportionate effort (whether in terms of time, cost, available technology, manpower or otherwise).
- 2.10. Customer represents and warrants on an ongoing basis that, for the purposes of Article 6 of the GDPR, there is, and will be throughout the term of the Agreement, a valid legal basis for the Processing by Receipt Bank of Customer Personal Data in accordance with this Data Processing Addendum and the Agreement (including, any and all instructions issued by Customer from time to time in respect of such Processing).

3. RECEIPT BANK PERSONNEL

Receipt Bank shall take reasonable steps to ensure the reliability of any Receipt Bank Personnel who Process Customer Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. SECURITY

4.1. 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 (which may be of varying likelihood and severity) for the rights and freedoms of natural persons, Receipt Bank shall in relation to Customer Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2. In assessing the appropriate level of security, Receipt Bank shall take account in particular of the risks presented by the Processing, in particular from a Personal Data Breach.

5. SUBPROCESSING

5.1. Customer authorises Receipt Bank to appoint Subprocessors in accordance with this Paragraph 5.

5.2. Receipt Bank may continue to use those Subprocessors already engaged by Receipt Bank as at the date of this Data Processing Addendum, subject to Receipt Bank meeting within a reasonable timeframe (or having already met) the obligations set out in Paragraph 5.4.

5.3. Receipt Bank shall give Customer prior written notice of the appointment of any new Subprocessor, including reasonable details of the Processing to be undertaken by the Subprocessor. If, within ten (10) Business Days of receipt of that notice, Customer notifies Receipt Bank in writing of any objections (on reasonable grounds) to the proposed appointment:

(a) Receipt Bank shall use reasonable efforts to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Subprocessor; and

(b) where:

(i) such a change cannot be made within thirty (30) Business Days from Receipt Bank receipt of Customer's notice;

(ii) no commercially reasonable change is available; and/or

(iii) Customer declines to bear the cost of the proposed change,

either Party may by written notice to the other Party with immediate effect terminate the Agreement either in whole or to the extent that it relates to the Services which require the use of the proposed Subprocessor.

5.4. With respect to each Subprocessor, Receipt Bank shall ensure that the arrangement between Receipt Bank and the Subprocessor is governed by a written contract including terms which offer at least an equivalent level of protection for Customer Personal Data as those set out in this Data Processing Addendum (including those set out in Paragraph 4).

6. DATA SUBJECT RIGHTS

- 6.1. Taking into account the nature of the Processing, Receipt Bank shall provide Customer with such assistance as may be reasonably necessary and technically possible in the circumstances, to assist Customer in fulfilling its obligation to respond to Data Subject Requests.
- 6.2. Receipt Bank shall:
- (a) promptly notify Customer if Receipt Bank receives a Data Subject Request; and
 - (b) ensure that Receipt Bank does not respond to any Data Subject Request except on the written instructions of Customer (and in such circumstances, at Customer's cost) or as required by applicable laws.

7. PERSONAL DATA BREACH

- 7.1. Receipt Bank shall notify Customer without undue delay upon Receipt Bank becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information (insofar as such information is, at such time, within Receipt Bank's possession to allow Customer to meet any obligations under Data Protection Laws to report the Personal Data Breach to:
- (a) affected Data Subjects; or
 - (b) the relevant Supervisory Authority(ies) (as may be determined in accordance with the Data Protection Laws).
- 7.2. Receipt Bank shall at Customer's sole cost and expense co-operate with Customer and take such reasonable commercial steps as may be directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

Receipt Bank shall provide reasonable assistance to Customer, at Customer's cost, with any data protection impact assessments, and prior consultations with Supervisory Authorities, which Customer reasonably considers to be required of Customer by Article 35 or Article 36 of the GDPR, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing by, and information available to, Receipt Bank.

9. DELETION OR RETURN OBLIGATIONS

1. Subject to Paragraphs 9.2 and 9.5, upon the date of cessation of any Services involving the Processing of Customer Personal Data (the “**Cessation Date**”), Receipt Bank shall immediately cease all Processing of the Customer Personal Data for any purpose other than for storage.
2. Subject to Paragraph 9.5, to the extent technically possible in the circumstances (as determined in Receipt Bank’s sole discretion), on written request to Receipt Bank (to be made no later than fourteen (14) Business Days after the Cessation Date (the “**Post-cessation Storage Period**”)), Receipt Bank shall:
 - (a) make available for extraction from the Receipt Bank Products a copy of all Customer Personal Data accessible via the Receipt Bank Products and keep it available for extraction for a period of sixty (60) business Days following such request (the “**Data Extraction Period**”); or
 - (b) Delete all Customer Personal Data then within Receipt Bank’s possession.
3. Receipt Bank shall comply with any written request made pursuant to Paragraph 9.2(b) within sixty (60) Business Days of the Cessation Date.
4. Following the expiry of the Data Extraction Period or in the event that during the Post-cessation Storage Period Customer does not instruct Receipt Bank in writing to either Delete or return the Customer Personal Data pursuant to Paragraph 9.2, Receipt Bank shall promptly Delete all Customer Personal Data then within Receipt Bank’s possession to the fullest extent technically possible in the circumstances.
5. Receipt Bank and any Subprocessor may retain Customer Personal Data:
 - (a) where required by applicable law; and/or
 - (b) pursuant to Paragraph 9.6,in each case provided that Receipt Bank and any applicable Subprocessor ensures:
 - (c) the confidentiality of all such Customer Personal Data; and
 - (d) that such Customer Personal Data is only Processed as necessary for (as applicable):
 - (i) the purpose(s) specified in the applicable law requiring its storage; and/or
 - (ii) in the context of Paragraph 9.6, for storage purposes only, to assist Customer (or its Partner Users) in complying with their recordkeeping obligations to local tax authorities.
6. Customer expressly instructs Receipt Bank to retain one (1) copy of each Item that Users have submitted to the Receipt Bank Products for a period of ten (10) years following the relevant submission date **unless and until** the earlier of:
 - (a) the Customer’s instruction to Delete such retained Items; or
 - (b) the expiry of the applicable ten (10) year period,at which point Receipt Bank shall promptly Delete such retained Items.

10. **AUDIT RIGHTS**

- 10.1. Receipt Bank shall make available to Customer on request such information as Receipt Bank (acting reasonably) considers appropriate in the circumstances to demonstrate its compliance with this Data Processing Addendum.
- 10.2. Subject to Paragraphs 10.3 and 10.4, in the event that Customer (acting reasonably) is able to provide documentary evidence that the information made available by Receipt Bank pursuant to Paragraph 10.1 is not sufficient in the circumstances to demonstrate Receipt Bank's compliance with this Data Processing Addendum, Receipt Bank shall allow for and contribute to audits, including onpremise inspections, by Customer or an auditor mandated by Customer in relation to the Processing of the Customer Personal Data by Receipt Bank.
- 10.3. Customer shall give Receipt Bank reasonable notice of any audit or inspection to be conducted under Paragraph 10.1 (which shall in no event be less than one (1) month's notice unless required by a Supervisory Authority pursuant to Paragraph 10.4(f)) and shall use its best efforts (and ensure that each of its mandated auditors uses its best efforts) to avoid causing, and hereby indemnifies Receipt Bank in respect of, any damage, injury or disruption to Receipt Bank's premises, equipment, Personnel, data, and business (including any interference with the confidentiality or security of the data of Receipt Bank's other customers or the availability of Receipt Bank's services to such other customers) while its Personnel and/or its auditor's Personnel (if applicable) are on those premises in the course of any onpremise inspection.
- 10.4. Receipt Bank need not give access to its premises for the purposes of such an audit or inspection:
 - (a) to any individual unless he or she produces reasonable evidence of their identity and authority;
 - (b) to any auditor whom Receipt Bank has not given its prior written approval (not to be unreasonably withheld);
 - (c) unless the auditor enters into a non-disclosure agreement with Receipt Bank on terms acceptable to Receipt Bank;
 - (d) where, and to the extent that, Receipt Bank considers, acting reasonably, that to do so would result in interference with the confidentiality or security of the data of Receipt Bank's other customers or the availability of Receipt Bank's services to such other customers;
 - (e) outside normal business hours at those premises; or
 - (f) on more than one occasion in any calendar year during the term of the Agreement, except for any additional audits or inspections which Customer is strictly and specifically required to carry out by Data Protection Law or a Supervisory Authority, provided that Customer has identified the relevant requirement in its notice to Receipt Bank of the audit or inspection.
- 10.5. Customer shall bear any third party costs in connection with such inspection or audit and reimburse Receipt Bank for all costs incurred by Receipt Bank and time spent by Receipt Bank (at Receipt Bank's then-current professional services rates) in connection with any such inspection or audit.

11. RESTRICTED TRANSFERS

11.1. Subject to Paragraph 11.3, to the extent that any Processing by either Receipt Bank or any Subprocessor of Customer Personal Data involves a Restricted Transfer, the Parties agree that:

- (a) Customer – as “data exporter”; and
- (b) Receipt Bank or Subprocessor (as applicable) – as “data importer”,

shall be deemed to have been entered into the Standard Contractual Clauses with immediate effect upon the commencement of the relevant Restricted Transfer and the associated Processing.

11.2. In respect of any Standard Contractual Clauses entered into pursuant to Paragraph 11.1:

- (a) Clause 9 of such Standard Contractual Clauses shall be populated as follows:

“The Clauses shall be governed by the law of the Member State in which the data exporter is established.”

- (b) Clause 11(3) of such Standard Contractual Clauses shall be populated as follows:

“The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.”

- (c) Appendix 1 to such Standard Contractual Clauses shall be populated with the corresponding information set out in Annex 1 (*Data Processing Details*); and

- (d) Appendix 2 to such Standard Contractual Clauses shall be populated as follows:

“The technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) are those established and maintained under Paragraph 4 of the Data Processing Addendum.”

11.3. Paragraph 11.1 shall not apply to a Restricted Transfer unless its effect is to allow the relevant Restricted Transfer and the associated Processing to take place without breach of applicable Data Protection Laws (for example: Paragraph 11.1 shall not apply to any Processing by a Subprocessor who is self-certified under the EU-U.S. Privacy Shield).

12. CHANGE IN LAWS

12.1. In the event that there is a change in the Data Protection Laws that Receipt Bank considers (acting reasonably) would mean that Receipt Bank is no longer able to provide the Services (including any Processing and/or Restricted Transfer(s) of Customer Personal Data) in accordance with its obligations under Data Protection Laws, Receipt Bank reserves the right to make such changes to the Services and to amend any part of this Data Processing Addendum as it considers reasonably necessary to ensure that Receipt Bank is able to provide the Services in accordance with Data Protection Laws.

12.2. In the event that Customer considers (acting reasonably) that any required changes made either to the Services and/or this Data Processing Addendum pursuant to Paragraph 12.1 will

cause material and irreparable harm to Customer may terminate the Agreement in its entirety upon written notice to Customer with immediate effect.

13. ANONYMOUS DATA

Customer acknowledges and agrees that Receipt Bank shall be freely able to use and disclose Anonymised Data for Receipt Bank's own business purposes without restriction.

14. NO SPECIAL CATEGORIES OF PERSONAL DATA

14.1. Customer warrants and represents on an ongoing basis, and further undertakes, that it shall not (and shall ensure that its Personnel shall not) cause Receipt Bank or its Subprocessors to Process any:

- (a) Special Categories of Personal Data referred to in Article 9(1) of the GDPR; or
- (b) any Personal Data relating to relating to criminal convictions or offences.

14.2. Customer will indemnify and hold harmless Receipt Bank and its employees, officers, directors and agents from and against any and all liabilities, losses, damages, costs, fines and other expenses (including legal costs and fees) arising from or relating to any breach by Customer of this Paragraph 14.

14.3. Any and all limitations on liability set out in the Agreement shall not apply to liability arising under or in connection with the indemnity set out in Paragraph 14.2.

15. ORDER OF PRECEDENCE

15.1. This Data Processing Addendum shall be incorporated into and form part of the Agreement.

15.2. In the event of any conflict or inconsistency between:

- (a) this Data Processing Addendum and the Agreement, this Data Processing Addendum shall prevail; or
- (b) any Standard Contractual Clauses entered into pursuant to Paragraph 11 and this Data Processing Addendum, those Standard Contractual Clauses shall prevail.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

SIGNATURE PAGE TO DATA PROCESSING ADDENDUM

This Data Processing Addendum has been entered into and become a binding and effective part of the Agreement with effect from the Addendum Effective Date.

Signed by: _____

Signed by: _____

Authorised signatory

Authorised signatory

Name:

Name:

Position:

Position:

for and on behalf
of **Customer**for and on
behalf of
**Receipt Bank
Limited****Date:** _____**Date:** _____

1. Data Processing Details

This Annex 1 to the Data Processing Addendum includes certain details of the Processing of Customer Personal Data: as required by Article 28(3) GDPR; and (where applicable in accordance with Paragraph 11) to populate Appendix 1 to the Standard Contractual Clauses.

Receipt Bank's activities

- Provision of technology to accountancy firms and small to medium businesses that automates the book keeping process;
- This is achieved by data collection, extraction and entry from receipts and invoices from items submitted by clients via app, email or upload;
- Receipt Bank also provides a secure online storage facility.

Subject matter and duration of the Processing of Customer Personal Data

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement and the Data Processing Addendum.

The nature and purpose of the Processing of Customer Personal Data

- Customer Personal Data is collected in the form of personal information provided by Customers upon signing up to Receipt Bank's website or app, through their use of Receipt Bank's products and from various other sources (including any Items submitted to the Receipt Bank Products);
- The Customer Personal Data is used to provide, operate and maintain the Receipt Bank Products and to communicate features, developments and news relating to the same, as well as providing general customer service.
- In addition, the Customer Personal Data is used to protect, investigate and deter against fraudulent, unauthorised or illegal activity.
- If applicable, Customer Personal Data is also used to allow accountants and bookkeepers who use the Receipt Bank Products to contact their clients.

The types of Customer Personal Data to be Processed

Personal Data

- First and last Names;
- Contact details – including postal addresses, email addresses, phone numbers and fax numbers;
- Usernames, passwords, cookies and IP addresses;
- Demographic information (its Users' or their respective clients' or Personnel's occupation)

The categories of Data Subject to whom the Customer Personal Data relates

- Customer's Personnel who have registered for a subscription through Receipt Bank's website or app;



- Certain third party individuals (including Customer's or its Partner User's Personnel whose Personal Data is contained in submitted Items) provided by Customer in the information submitted through Receipt Bank's website or app, or through use of Receipt Bank products

The obligations and rights of Customer

The obligations and rights of Customer are set out in the Agreement and the Data Processing Addendum.