Client Data Processing Agreement

This data processing agreement is entered into between Rydoo Sp. z o.o (*Spółka z ograniczoną odpowiedzialnością*) with registered office in Warsaw at Aleje Jerozolimskie 180, 02-486 Warsaw, Poland, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw, XII Commercial Division of the National Court Register under KRS number 0000769648, REGON 147141554, ("**Rydoo**") and _____(the "**Client**") with its registered office at _____ which is a legal entity or an organizational unit of a legal entity that subscribes to Rydoo's services under the Terms and Conditions to which this agreement is attached.

This agreement between Rydoo and the Client is entered into by registering to the Rydoo Services and accepting the Terms and Conditions either manually or electronically, both manners having full legal force.

Whereas

(a) The Client has entered into an agreement with Rydoo for the supply of services by Rydoo to the Client (the "***Rydoo Services***");

(b) The Rydoo Services allows Client and its employees (i) to book travel services online, namely flight and/or train tickets, overnight stays in hotel rooms and car rental and (ii) to manage expenses and receipts as well as to generate and submit for approval expense reports derived from those receipts, which are uploaded via web, email and/or mobile applications;

(c) The Rydoo Services are accessible through the Rydoo software solution in SaaS mode;

(d) This agreement sets out the terms and conditions under which Rydoo shall be

the data processor and the Client the data controller;

(e) This agreement must be read together with the main agreement, Rydoo's Terms and Conditions of Sale and its Privacy Policy, available at Rydoo's website (collectively with the foregoing, the "**Contract**").

Have agreed

I. Definitions

1.1. For the purposes of this agreement, the following definitions shall apply:

1.2. '**Applicable Laws**' means (a) European Union or Member State laws with respect to any Client personal data in respect of which Client is a Data Controller or a Data Processor under EU Data Protection Laws; and (b) any other applicable law

with respect to any Client personal data to which Client is subject;

1.3. '**Data controller**' means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data. Furthermore, where the purposes and means of such processing are determined by applicable laws, the controller or the specific criteria for its nomination may be provided for by these laws;

1.4. '**Data processor**' means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

1.5. '**Data Protection Laws**' shall mean Directive 95/46/EC and Directive 2002/58/EC, in each case as transposed into domestic legislation of each Member State of the European Economic Area and in each case as amended, replaced or superseded from time to time, including without limitation by the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("**GDPR**" and collectively with the foregoing "**EU Data Protection Laws**");

1.6. '**Documented Instructions**' shall mean the authorisation/mandate given by the Client to Rydoo in the Main Agreement, this Agreement and any other written instructions issued by the Client in order to enable Rydoo to fulfil its obligations as stated in the Contract.

1.7. '**Personal Data**' shall mean any information relating to an identified of identifiable natural person (the '*data subject*'), meaning a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location, data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

1.8. '**Processing**' of personal data shall mean any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

1.9. '**Supervisory authority**' shall mean the supervisory authority with regulatory jurisdiction over the Data Controller or the Data Processor as established in Applicable Law;

II.   Purpose of the agreement

2.1. This agreement defines the terms and conditions applicable to the processing of personal data pursuant to the Contract that they have entered into;

2.2. The Client is the Data Controller for the personal data, and shall not be deemed to transfer the data controlling rights and obligation to Rydoo;

2.3. Rydoo acts solely as the Data Processor for the personal data transferred under this agreement.

III.   Rights and obligations of the Data Processor

3.1 Acting as Data Processor on behalf of the Data Controller, Rydoo shall only collect, process and use the types of personal data relating to the categories of data subjects for the purposes of providing the Rydoo Services under the Contract and for the specific purposes in each case as set out in Annex 2 to this agreement.

3.2 Rydoo shall process, transfer, modify, amend or alter Client personal data or disclose or permit the disclosure of Client personal data to any third party only in accordance with Client's Documented Instructions (whether in the Contract or otherwise) unless such processing is required by Applicable Laws to which Rydoo is subject, in which case Rydoo shall, to the extent permitted by Applicable Laws, inform Client of that legal requirement before processing that personal data.

3.3 The Client grants a general authorization: (a) to process Client's Personal Data by either of the sister companies – Rydoo NV, having its registered address at Hendrik Consciencestraat 40/42, 2800 Mechelen, Belgium, and Rydoo Spółka z ograniczoną odpowiedzialnością, with registered office in Warsaw at Aleje Jerozolimskie 180, Poland, and (b) to both of these entities to appoint third party sub-processors to support the performance of the Service and (c) to enter on behalf of the Client into the Standard Contractual Clauses for data transfer between EU and non-EU countries proposed and approved by the European Commission. Rydoo will make its best endeavors to enter into such clauses Rydoo's sub-processor or subcontractor.

3.4 Rydoo represents that it enters into a contract with each sub-processor that imposes on the sub-processor the same obligations as those valid for the Data Processor under this agreement. Rydoo shall take all necessary measures to ensure that the sub-processor does not process personal data in breach of this agreement. Rydoo ensures that the sub-processor provides sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of this agreement and of the Applicable Laws.

3.5 The Client hereby agrees that the sub-processors and subcontractors listed on Annex 1 to this DPA and the Rydoo website as of the date of signature of this Data Processing Agreement are deemed to be approved by the Client upon signature of this Agreement. Rydoo will remain fully liable to the Client for the obligations of its sub-processors and subcontractors, as if such obligation was the responsibility or liability of the Processor itself, under this agreement and/or the Data Protection Laws.

3.6 Rydoo will maintain a list of sub-processors on the Rydoo website and will add the names of new and replacement sub-processors to the list prior to them starting sub-processing of Personal Data. The Client will be notified five working days prior to any changes on the said list. If the Client has a reasonable objection to any new or replacement sub-processor, it shall notify Rydoo of such objections in writing within ten (10) days of the notification and the parties will seek to resolve the matter in good faith.

3.7 If Rydoo is reasonably able to provide the Rydoo Services to the Client in accordance with the Contract without using the objected sub-processor, Rydoo may decide in its sole discretion to do so, giving notification to the Client which shall be

deemed the full satisfaction of his rights under clause 3.6. If Rydoo requires use of the sub-processor for the Service performance in its discretion, it shall seek to satisfy the Client's objections as to the suitability of the sub-processor by putting in place additional technical, organizational and legalprotection measures between Rydoo and the sub-processor within a period not exceeding ninety (90) days from the Client's notification of objections. By the end of the said period, Rydoo will notify the Client and the parties shall review the adequacy of the proposed solution.

3.8 If the Client still objects to the use of a new sub-processor pursuant to the process provided under this Agreement, Rydoo will have the right to remedy the objection through one of the following options (to be selected at Rydoo's sole discretion):

  i)   Rydoo will cease to use the new sub-processor with regard to processing of Personal Data;
  ii)   Rydoo will take the corrective steps agreed with the Client upon review of his objection (which steps will be deemed to resolve the Client's objection) and proceed to use the sub-processor to process Personal Data.

3.9 If the Client is not satisfied with any of the solutions proposed by Rydoo either of the parties can follow the procedure to terminate the contractual relationship as provided for in Clause 3 of the Contract.

3.10 If the Client does not provide a timely objection to any new or replacement sub-processor in accordance with Clause (3.6), the Client will be deemed to have consented to the sub-processor and waived its right to any further objections. Rydoo may use a new or replacement sub-processor whilst the objection procedure in clause 3.6 is in process.

3.11 If a subcontractor is required to transfer data to a third country or to an international organization, under EU law or the law of the Member State to which it is subject, Rydoo will make its best endeavors to inform the Client of this legal obligation prior to transferring the concerned personal data, unless the applicable law prohibits such disclosure for major reasons of public interest

3.12 Rydoo shall ensure that any person authorized to process the personal data has committed his- or herself to a confidentiality undertaking. Moreover, Rydoo shall adopt the necessary measures to ensure that only those persons that need access to the personal data can access the data concerned;

3.13 Rydoo shall adopt all technical and organizational measures, which are proportionate to the purpose of protection to be ensured, in order to ensure a level of appropriate security of the personal data, including but not limited to (a) the pseudonymisation and encryption of personal data, (b) measures ensuring the ongoing confidentiality, integrity, availability and resilience of its processing systems and services; additional information on technical and organizational measures adopted by Rydoo can be provided upon Client's request.

3.14 Rydoo shall adopt all necessary measures to allow for regular testing, assessment and evaluation of the effectiveness of these technical and organizational measures. Such measures may include, without being limited to, regular audits, or self-assessment tests;

3.15 In the event of a physical or technical incident relating to the personal data, such as but not limited to a breach of security, corruption, loss or unintended alteration of the personal data, Rydoo shall inform the Client thereof without undue delay and no later than seventy-two (72) hours after the

personal data incident has been detected by Rydoo;

3.16 The Client may, at its discretion but not more than once a year, request an internal or external security auditor to perform quality assurance, risk management or security audits of Rydoo Services. Such audit shall take place upon a reasonable prior notice sent by the Client and during Rydoo's normal business hours. Rydoo shall co-operate with the Client during the audit but shall not be required to provide to auditor(s) any of its internal costs and margin relating data, data relating to its other customers, employee related data nor internal audit data reports and reviews. The cost of audit(s) conducted by or on behalf of the Client shall be borne solely by the Client unless material defaults are established on part of Rydoo. The Client shall document the outcome of the controls and make it available to Rydoo. To the extent that such defaults are attributable to Rydoo, it shall correct any substantive defaults established by the auditor(s) within 1 month of the auditor's report being submitted to Rydoo.

3.17 Rydoo commits to doing everything that can be reasonably expected from it to assist the Client in the fulfilment of its legal obligations, such as to respond to requests for the exercise of legal rights of the data subject as determined by Applicable laws and regulations or to provide the Client with all information that may reasonably be required to demonstrate Rydoo's compliance with its obligations as a Data Processor set out in the Applicable Law. Such assistance can, inter alia, include data protection impact assessments and prior consultation.

3.18 If Rydoo (i) lacks instructions, (ii) otherwise considers itself in need of new or additional instructions in order to carry out its obligations set out in this agreement and/or in Applicable Laws, or (iii) believes

the existing instructions might infringe Applicable Laws, Rydoo shall immediately notify the Client and await additional instructions before it continues any processing of such personal data.

3.19 In the event that a data subject, a Supervisory Authority, or any other third party contact Rydoo or request information from Rydoo regarding the processing of personal data, Rydoo shall refer such request to the Client within reasonable time and await instructions.

IV. Rights and obligations of the Data Controller

4.1. The Client shall provide Rydoo with the personal data only to the extent necessary to conduct the Rydoo Services;

4.2. The Client shall be solely responsible for conforming with any Applicable Laws or regulations that may apply to collection and transfer of the personal data to Rydoo;

4.3. As Data Controller, the Client remains liable at all times for the transfer to Rydoo of personal data from its employees, officers, consultants, agents or any other person or entity acting on its behalf vis à vis Rydoo;

4.4. The Client shall document in writing any instructions regarding the processing of personal data by Rydoo;

4.5. The Client has received all necessary consents and complied with all applicable rules and regulations to be able to transfer the personal data from its employees, officers, consultants, agents or any other person or entity acting on its behalf to Rydoo.

V. Term

This agreement enters into force on the date of the entry into force of the Contract and shall remain in force for as long as Rydoo processes personal data pursuant to this Contract.

VI. Termination

6.1. This agreement shall be automatically terminated as of the moment of termination of the Contract between Rydoo and Client. Notwithstanding the above, this agreement shall remain applicable until Rydoo has provided all services acquired before termination of the Contract between Rydoo and the Client.

6.2. Unless there is any other lawful processing ground, Rydoo shall delete or return, at the choice of the Data Controller, all personal data transferred under this agreement, no later than one month following the termination of this agreement; Modalities and conditions for free of charge export, deletion or retention of the personal data after the termination of the Contract are foreseen in such Contract. Any additional cost in connection with the return, deletion or retention of the data upon specific demands of the Client shall be borne exclusively by the Client.

6.3. In the event that any of the Parties to this agreement determines that the other Party has violated its legal obligations as Data Controller or Data Processor, that Party shall be entitled to immediately and without any notice period or indemnity due, terminate this agreement.

VII. Miscellaneous provisions

7.1. Any amendment to this agreement, as well as any additions or omissions can only be agreed in writing with the mutual consent of and duly signed by the Parties;

7.2. Whenever possible, the provisions of this agreement shall be interpreted in such a manner as to be valid and enforceable under applicable law. However, if one or more provisions of this agreement is found to be invalid, illegal or unenforceable, in whole or in part, the remainder of any such provision and of this agreement shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision had never been contained herein;

7.3. Neither Party shall be held liable for any delay or failure to perform under this agreement, save for the payment of any sums due hereunder, if such delay or failure is due to causes beyond its reasonable control ("*overmacht / force majeure*");

7.4. Any failure or delay by either Party in exercising any right under this agreement, as well as the exercise, in whole or in part, of any right thereunder, or any reaction or absence of reaction by either Party in the event of violation by the other Party of one or more provisions of this agreement shall not operate or be interpreted as a waiver, whether express or implied, in whole or in part, of any of its rights under this agreement or under the provisions thereof, nor shall it preclude the further exercise of any such rights. Any waiver of a right must be express and in writing;

7.5. Neither Party is entitled to transfer, in whole or in part, its obligations or rights under this agreement to a third party.

7.6. To the fullest extent permitted by law any liability under or in connection with

this Agreement is subject to the limitations as provided in the Contract.

7.7. All notices and other communications under this DPA shall be in writing and shall be deemed to have been duly given upon confirmation of delivery by electronic means, and shall be addressed to the following e-mail address:

or to such other person or address as the Client shall communicate to Rydoo.

7.8. Translations into any language other than English are made for convenience purposes only, even when executed by one or both Parties.

VIII. Applicable law and jurisdiction

8.1. All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of this agreement as well as matters of pre- and extra-contractual liability between Rydoo and the Client shall be governed by and construed in accordance with the laws of the Contract. No effect shall be given to any other choice of law or to any conflict-of-laws rules or provisions that would result in the application of the laws of any country other than France;

8.2. Any dispute concerning the validity, interpretation, enforcement, performance or termination of this agreement, as well as any dispute on any extra-contractual matter shall be settled in accordance with the dispute resolution provisions of the Contract.

SIGNATURES

Signed on: _____

Name: _____

Position: _____

(For and on behalf of Rydoo)

Signed on: _____

Name: _____

Position: _____

(For and on behalf of the Client)

Signed on: _____

Name: _____

Position: _____

(For and on behalf of Rydoo)

rydoo

Annex 1 to DPA – List of sub-processors

Sub-processor	Address	Type of assistance
Expense		
Sentia NV (EU)	Skaldenstraat 121, 9042 Ghent, Belgium	app data storage within the EU (ISO 27001 & ISO 9001)
Microsoft Corporation (Azure SQL databases – EU)	Microsoft Corporation 1 Microsoft Way Redmond, WA 98052-6399 USA	app data storage within the EU (ISO 27001 & ISO 9001)
The Rocket Science Group LLC d/b/a MailChimp (USA)	675 Ponce de Leon Ave NE Suite 5000 Atlanta, GA 30308 USA	E-mailing platform used for sending out reminders to approvers/controllers
Godspeed IT Services (India)	143/1 Shri Ram Nivas Parvati Gaon, Pune-411009 Maharashtra, India	Quality checks of images scanned through OCR sofware
Controlling services		
Cloudflare Inc. (Global CDN)	101 Townsend St, San Francisco, CA 94107, USA	Content delivery network
Infrrd Inc. (USA)	Suite 360E, 2001 Gateway Place, San Jose, CA 95110, USA	Automatic reading of scanned receipts
Intercom R&D Unlimited Company (Ireland)	2nd Floor, Stephen Court, 18-21 St. Stephen's Green, Dublin 2, Republic of Ireland	Product support platform
Travel		
Rydoo Sp. z o.o	al. Jerozolimskie 180, 02-486 Warsaw, Poland	Customer platform support
COIG S.A.	ul. Mikołowska 100, 40-065 Katowice, Poland	App data storage (ISO 27001 & ISO 9001)

Beyond Sp z o.o.	ul. Dziadoszańska 9, 61-248 Poznan, Poland	App data storage (ISO 27001)
Lyra Network (Payzen)	Rue de l'innovation 109, 31670 Labège, France	Credit card operations
PCI Booking Ltd.	Unit 7 Coolport, Coolmine Industrial Estate, Blanchardstown, Dublin, D15 HC91, Republic of Ireland	PCI DSS Shield
SendinBlue	Rue d'amsterdam 55, 75008, Paris, France	Mailing Service
Systell	St. Pultuska 10, 61-052 Poznan, Poland	Call center system

Annex 2 to DPA – Details of processing of Client Personal data

This Annex 2 includes certain details of the processing of Client personal data as required by Article 28(3) GDPR.

1. Subject matter and duration of the Processing of Client personal data

The subject matter and duration of the Processing of Client personal data are set out in this agreement and more generally the Contract.

2. The nature and purpose of the Processing of Client personal data

Rydoo is engaged to provide services to Client which involve the Processing of Client Personal Data. The scope of the services is set out in the Contract, and the Client Personal Data will be processed by Rydoo to deliver Rydoo Services and to comply with the terms of the Contract and this agreement.

3. The types of Client personal data to be processed

● first name, last name,
● date of birth
● contact details: e-mail, address
● bank account details or credit card data used for billing
● other travellers' data: passport number
● information relating to any disability or medical condition which may affect travel arrangements
● dietary restrictions
● information relating to other travelers
● IP address, logs
● Professional expense data
● Location data

4. The categories of Data Subject to whom the Client personal data relates

● Employees, officers, consultants, agents of the Client
● Information relating to persons traveling with the above-mentioned data subjects.

5. The obligations and rights of Client

The obligations and rights of Client are set out in the Contract and this agreement.

6. The processing operations carried out in relation to the Client personal data

- collecting and recording the data;
- hosting the data;
- organising the data;
- adapting or altering the data;
- consulting or retrieving the data;
- disclosing or transferring the data;

in each case for the purposes of providing Rydoo Services to Client, the scope of which are set out in the Contract.