



## Client Data Processing Agreement

This data processing agreement is entered into between iAlbatros Poland Spółka Akcyjna with registered office in Warsaw at Aleje Jerozolimskie 180, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000507829, NIP 1070029274, REGON 147141554, share capital: 416 415,00 PLN ("**Rydo**") and the client (the "**Client**") which is a legal entity or an organizational unit of a legal entity that subscribes to Rydo's services under the Terms and Conditions to which this agreement is attached.

This agreement between Rydo and the Client is entered into by registering to the Rydo 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 Rydo for the supply of services by Rydo to the Client (the "**Rydo Services**");
- (b) The Rydo 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 Rydo Services are accessible through the Rydo software solution in SaaS mode;
- (d) This agreement sets out the terms and conditions under which Rydo shall be the data processor and the Client the data controller;
- (e) This agreement must be read together with the main agreement, Rydo's Terms and Conditions of Sale and its Privacy Policy, available at Rydo'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. **'personal data'** shall mean any information relating to an identified or 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;
- 1.7. **'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;

- 1.8. **'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 not process, transfer, modify, amend or alter Client personal data or disclose or permit the disclosure of Client personal data to any third party other than 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. Rydoo will obtain Client's written consent before transferring personal data to any location outside Rydoo data centers in Poland, Belgium and the Netherlands unless:

- i) such transfer is made within the European Economic Area (EEA) or to countries outside the EEA with an adequate level of data protection recognised by the European Commission; or
- ii) the data transfer is covered by the EU-US Privacy Shield or the standard contractual clauses approved by the European Commission for such transfers; and
- iii) sub-processor or subcontractor is mentioned in Annex 1 to this agreement.

3.4. Rydoo shall be entitled to engage subcontractors for the processing of personal data. Rydoo represents that it enters into a contract with each subcontractor that imposes on the subcontractor the corresponding obligations of the Data Processor under this agreement. Rydoo shall take all necessary measures to ensure that the subcontractor does not process personal data in breach of this agreement. Rydoo ensures that the subcontractor 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. The Controller hereby agrees that the subcontractors listed in Annex 1 to this Data Processing Agreement are deemed accepted upon signature of this agreement. Rydoo remains fully liable to the Client for the obligations of its subcontractors, as if such obligation was the responsibility or liability of the Processor itself, under

this agreement and/or the Applicable Law.

3.5. 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

3.6. 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;

3.7. 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.

3.8. 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;

- 3.9. 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;
- 3.10. 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.
- 3.11. Rydoo commits to doing everything that can be reasonably expected from it to assist the Client in the fulfillment 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.

- 3.12. 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.
- 3.13. 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.
- 3.14. By entering into this agreement, the Client is deemed to give its general authorization for all further sub-processing of the personal data by another data processor listed in Annex 1 to this DPA, which shall be done in full compliance with Applicable laws and regulations.

#### **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 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. Translations into any language other than English are solely 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 France. 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.

Signature

Signed on \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

(For and on behalf of \_\_\_\_\_)

Signature

Signed on \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

(For and on behalf of iAlbatros Poland S.A.)

**Annex 1 to DPA - List of sub-processors**

<b>Subcontractor</b>	<b>Type of assistance</b>
<b>Sentia</b>	app data storage
<b>Microsoft Azure SQL databases</b>	app data storage
<b>Mailchimp (Mandrill)</b>	E-mailing platform used for sending out reminders to approvers/controllers
<b>Godspeed IT Services</b>	Quality checks of images scanned through OCR software
<b>Incapsula</b>	Content delivery network
<b>Infrid</b>	OCR supplier
<b>Intercom</b>	Client support platform
<b>COIG S.A.</b>	App data storage
<b>Beyond Sp z o.o.</b>	App data storage
<b>Lyra Networks (Payzen)</b>	Credit card operations
<b>SendinBlue</b>	Mailing Service
<b>Systell</b>	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.