

Data Processing Agreement

This Data Processing Agreement (“DPA”) is incorporated into the Master Services Agreement (“Agreement”) and reflects the Parties’ agreement with regard to the Processing of Personal Data in connection with the Services being provided under the Agreement between the Parties. This DPA will be effective and replace any terms previously applicable to the processing of Personal Data, including but not limited to any previous Data Processing Agreement, from the DPA Effective Date (as defined below).

1. Definitions. Except as otherwise defined in this DPA, capitalized terms used herein shall have the meanings set forth in this Section 1 or as defined in the Agreement.
 - a. “Authorized Employees” means Circle’s employees who have a need to process Personal Data to enable Circle to perform its obligations under the Agreement and this DPA.
 - b. “Authorized Persons” means (i) Authorized Employees; and (ii) Circle’s contractors, agents, banks, service providers, auditors, and Sub-Processors who have a need to Process Personal Data to enable Circle to perform its obligations under the Agreement and this DPA.
 - c. “CCPA” means the California Consumer Privacy Act of 2018 and its implementing regulations, as amended, replaced, or superseded from time to time.
 - d. “Customer End User(s)” means the customers of Customer whose Personal Data is Processed via the Services.
 - e. “Data Controller” is as defined under the relevant Data Protection Laws.
 - f. “Data Protection Laws” means all laws or regulations concerning privacy, data security, data protection, or the Processing of Personal Data that apply to the Parties and their activities under the Agreement, including but not limited to applicable European Data Protection Laws, the CCPA (as applicable), applicable US data protection and privacy laws, and all applicable international data protection and privacy laws.
 - g. “DPA Effective Date” means the date that the Customer agreed to the DPA, which generally is the effective date of the Agreement. In the case of amendments to the DPA, the DPA Effective Date means the date the Customer agreed to the amended DPA or the effective date agreed to between the Parties at the time the amendment is made, in accordance with the amendment terms specified in the Agreement or this DPA, as applicable.
 - h. “European Data Protection Laws” means (a) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (the “GDPR”); (b) the EU e-Privacy Directive (Directive 2002/58/EC); (c) any and all applicable local data protection laws of any Member State of the European Union or country within the European Economic Area made under or pursuant to (a) or (b); (d) Swiss Data Protection Laws; and (e) UK Data Protection Laws; in each case as may be amended, superseded, or replaced from time to time.
 - i. “Standard Contractual Clauses” means the standard contractual clauses for the transfer of personal data to third countries approved by the European Commission for transfers of Personal Data to countries not otherwise recognised as offering an adequate level of protection for Personal Data by the European Commission, being either (as required in accordance with Section 10 of this DPA):

- i. Module two, controller to processor clauses, as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 (as amended and updated from time to time) ("C2P SCCs"), or
 - ii. Module one, controller to controller clauses, as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 (as amended and updated from time to time) ("C2C SCCs").
- j. "New Standard Contractual Clauses" has the meaning given to that term in Section 10(d) of this DPA.
 - k. "Personal Data," "Process," "Processing," and "Processor" are all as defined under the relevant Data Protection Laws, whether capitalized or not. For purposes of this DPA, "Personal Data" (a) shall also be used in reference to "Personal Information" as that term is defined under the CCPA, where and as applicable, (b) incorporates "Personally Identifiable Information," as that term is defined in the Agreement, and (c) consists of the data categories described in Appendix 1.
 - l. "Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed by Circle.
 - m. "Sub-Processor" means a Processor appointed by a Processor to Process Personal Data on its behalf.
 - n. "Swiss Data Protection Laws" means all laws relating to data protection, the processing of Personal Data, privacy and/or electronic communication in force from time to time in Switzerland, including the Swiss Federal Act on Data Protection of 19 June 1992, SR 235.1, as amended, superseded, or replaced from time to time.
 - o. "UK Data Protection Laws" means all laws relating to data protection, the processing of Personal Data, privacy and/or electronic communication in force from time to time in the United Kingdom, including the UK Data Protection Act of 2018, as amended, superseded, or replaced from time to time.
 - p. "UK International Data Transfer Addendum" means the United Kingdom's addendum to the European Commission's Standard Contractual Clauses for international data transfers version B1.0 issued by the UK Information Commissioner under Section 119A of the UK Data Protection Act of 2018 and entering into force on 21 March 2022, as updated, amended, or replaced from time to time.
2. Details of the Processing. The subject-matter of Processing of Personal Data is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are as specified in Appendix 1 to this DPA.
3. Data Processing Roles and Scope of this DPA.
The Parties acknowledge and agree that:

- a. Subject to Section 3(b) of this DPA below, the Parties acknowledge and agree that the Customer is the Controller of the Personal Data and Circle is the Processor of the Personal Data, where “Controller” is defined as set forth under the relevant Data Protection Laws. For purposes of the CCPA, and to the extent applicable, the Parties acknowledge and agree that the Customer is a Business and Circle is a Service Provider with respect to the Personal Data, where “Business” and “Service Provider” are defined as set forth under the CCPA; and
- b. Where Circle Processes Personal Data as a Controller, as described in Appendix 1, Circle shall be an independent Controller and/or Third Party, as applicable, in relation to such Processing, shall carry out such Processing in accordance with the Circle Account Privacy Policy, and only Section 10 of this DPA shall apply to such Processing; and
- c. Circle UK will not receive or otherwise Process any Personal Data in connection with the Agreement. If Circle UK does receive any Personal Data in connection with this Agreement, it shall Process such Personal Data as an independent Controller, and accordingly only Section 10 of this DPA shall apply to Circle UK;

and the scope of the subsequent sections of this DPA (including references in them to Circle, Personal Data and Processing) shall be construed accordingly.

4. Processing of Personal Data.

- a. Where Circle is Processing Personal Data as a Processor, Circle shall only process Personal Data on behalf of and in accordance with the Customer’s prior written instructions and for no other purpose. The Parties agree that such instructions are set out in the Agreement and this DPA. Circle is hereby instructed to process Personal Data to the extent necessary to enable it to provide the Services in accordance with the Agreement. The Customer shall ensure that its instructions for the processing of Personal Data comply with applicable Data Protection Laws and shall have sole responsibility for the accuracy, quality and legality of any Personal Data and the means by which it acquired such Personal Data. The Customer is responsible for ensuring that it has, and will continue to have, the right to transfer, or provide access to, Personal Data to Circle for Processing in accordance with the terms of this DPA and the Agreement. In the event further Processing is required by any Legal Requirement to which Circle is subject, or an instruction given by the Customer may not be in compliance with the Legal Requirements, Circle shall promptly (i) notify the Customer of that Legal Requirement, to the extent permitted by the Legal Requirement; and (ii) with respect to an instruction not in compliance with a Legal Requirement, cease all Processing (other than merely storing and maintaining the security of the affected Personal Data) until such time as the Customer issues new instructions in compliance with all Legal Requirements. If this provision is invoked, Circle will not be liable to the Customer under the Agreement for failure to perform the Service until such time as the Customer issues new instructions.
- b. When Processing Personal Data on behalf of the Customer pursuant to the Agreement and subject to Data Protection Laws, Circle shall:
 - i. taking into account the nature of the Processing and the Personal Data, use reasonable endeavors to assist the Customer, at the Customer’s cost, by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer’s obligation to respond to requests for Data Subject rights laid down in accordance with applicable Data Protection Laws;
 - ii. notify Customer as soon as reasonably practicable about any request or complaint received from a Customer End User relating to the Processing of Personal Data by

Circle and not respond to such request or complaint without the authorization of the Customer;

- iii. 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 of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate administrative, physical, and technical and organizational safeguards and measures to ensure a level of security for the Personal Data appropriate to the risk, including the risks of accidental or unauthorized access, acquisition, or disclosure, destruction, alteration, or accidental loss;
 - iv. not disclose Personal Data to any Person other than its Authorized Persons without the Customer's prior written consent or as expressly provided for in the Agreement or this DPA;
 - v. ensure that any Authorized Person has committed themselves to confidentiality or is under an appropriate statutory obligation of confidentiality; and
 - vi. taking into account the nature of the Processing and the information available to Circle, use reasonable endeavours to assist the Customer, at Customer's cost, in ensuring Customer's compliance with its obligations pursuant to Articles 32, 35 and 36 of the GDPR (or equivalent obligations under UK Data Protection Laws, Swiss Data Protection Laws, or other applicable Data Protection Laws).
- c. When Processing Personal Data on behalf of the Customer pursuant to the Agreement and subject to the CCPA, to the extent applicable, Circle shall not:
- i. further collect, sell, or use Personal Data except as necessary to perform the Services set out under the Agreement;
 - ii. retain, use, or disclose Personal Data outside of the direct business relationship between Circle and Customer;
 - iii. take any action with respect to Personal Data that would qualify as a "sale" or "selling" of personal data, as defined under the CCPA.

Circle certifies that it understands the restrictions set forth in this Section 4(c) of this DPA and agrees to comply with them.

- d. Customer warrants that the Personal Data that it provides for Processing is the minimum necessary information required for Circle to provide the Services. The Customer will not provide further Personal Data than is required for Circle to provide the Services. To the extent Circle identifies any further Personal Data provided, it shall, within its sole discretion, delete or return to Customer this Personal Data as soon as reasonably practicable.
5. Compelled Use or Disclosure. Customer acknowledges and agrees that, in the event Circle receives a request to disclose Personal Data pursuant to a government investigation, judicial subpoena, legal proceeding, or other compelled disclosure or other communication or notice relating to the Personal Data from a Supervisory Authority or other governmental body relating to the Personal Data (a "Regulatory Communication"), Circle shall, unless barred from doing so pursuant to such Regulatory Communication, promptly provide a copy of the Regulatory Communication to the Customer. Unless barred from doing so pursuant to such Regulatory Communication, prior to responding to the Regulatory Communication, including the disclosure of any Personal Data requested, Circle shall allow the Customer to object to or take responsibility for any such disclosure to the requesting party.

6. Sub-Processing.
 - a. The Customer hereby authorizes Circle to appoint Sub-Processors to perform specific Processing of Personal Data on Circle's behalf. The Customer agrees to the Sub-Processors listed in Circle's [Sub-Processor list](#) as of the DPA Effective Date. As required under applicable Data Protection Laws, Circle will inform the Customer of any intended changes concerning the addition or replacement of any appointed Sub-Processors (a "New Sub-Processor") and the Customer will have an opportunity to object to such changes within ten (10) Business Days after being notified, provided that such objection must be on reasonable, substantial grounds, directly related to such New Sub-Processor's ability to comply with substantially similar obligations to those set out in this DPA. If the Customer does not so object, the engagement of the New Sub-Processor shall be deemed accepted by the Customer.
 - b. As required under applicable Data Protection Laws, Circle will enter into a binding written agreement with each Sub-Processor that imposes on the Sub-Processor the same obligations that apply to Circle under this DPA, and, where applicable, the Agreement. Where any of its Sub-Processors fails to fulfil its data protection obligations, Circle will be liable to the Customer for the performance of its Sub-Processors' obligations.
7. Personal Data Breaches. Circle shall notify the Customer without undue delay after it becomes aware of any Personal Data Breach affecting any Personal Data. At the Customer's request, Circle will promptly provide the Customer with all reasonable assistance and information necessary to enable the Customer to notify relevant Supervisory Authorities and/or affected Data Subjects, if the Customer is required to do so under Data Protection Laws. Circle shall take any remedial steps determined necessary by Circle to remedy such Personal Data Breach. If, in Circle's opinion, Circle is unable to remedy the Personal Data Breach in accordance with applicable Data Protection Laws within forty-five (45) days (or such shorter period of time, if required under such Data Protection Laws) of Circle's provision of notice to Company of such Personal Data Breach, Company may immediately terminate the Agreement. The Customer is solely responsible for complying with Personal Data Breach notification requirements applicable to the Customer.
8. Deletion or Return of Personal Data. At any time during the term of or within ninety (90) days of termination of the Agreement and at the Customer's request, Circle shall, and shall instruct all Authorized Persons to, either return to the Customer all copies of Personal Data or securely dispose of all copies the Personal Data. This requirement shall not apply to the extent that Circle is required by applicable law to retain some or all of the Personal Data, in which event Circle shall protect the Personal Data from any further Processing except to the extent required by such law.
9. Audit. On reasonable request by Customer and at Customer's cost, Circle shall make available all reasonable information necessary to demonstrate Circle's compliance with this DPA and otherwise permit, and contribute to, no more than one audit annually to be carried out by the Customer (or its authorized representative under an obligation of confidentiality) with respect to Circle's processing of any non-U.S. Personal Data, as provided for under applicable Data Protection laws, subject to the Customer providing at least sixty (60) days' prior written notice and such audit being carried out during Circle's business hours and in a manner causing no disruption to the normal business of Circle.
10. Data Transfers.
 - a. To the extent that Personal Data is transferred (directly or through onward transfer) outside of its country of origin in connection with the performance of the Services, Circle shall take such measures as are necessary for the transfer to comply with Data Protection Laws. With respect to transfers of Personal Data outside of the United Kingdom,

Switzerland, or the EEA to a country or territory that has not received a binding adequacy decision by the European Commission or a competent national data protection authority, such transfer shall be subject to appropriate safeguards in accordance with European Data Protection Laws.

- b. The Parties agree that the Standard Contractual Clauses shall apply to transfers of Personal Data originating from the EEA or Switzerland from Customer to Circle under this DPA where such Personal Data is processed in third countries not recognized by the European Commission (or, in the case of transfers from Switzerland, the competent authority for Switzerland) as providing an adequate level of protection for Personal Data. Circle and Customer hereby agree to enter into the Standard Contractual Clauses, which are incorporated into this DPA by this reference and completed as follows:
- i. Module One (Controller to Controller) of the Standard Contractual Clauses shall apply where Customer is a Data Controller and Circle is a Data Controller. Module Two (Controller to Processor) of the Standard Contractual Clauses shall apply where Customer is a Data Controller and Circle is a Data Processor.
 - ii. For purposes of both Modules, Customer is the Data Exporter and Circle is the Data Importer. Where this Section 10 does not explicitly state that it applies to a particular Module of the Standard Contractual Clauses, it applies to both Modules.
 - iii. The Parties agree that the optional docking clause under Clause 7 of the Standard Contractual Clauses shall apply.
 - iv. For purposes of Module Two, Clause 8.1(a), the instructions of Customer are as set out in the Agreement and Section 4 of this DPA and include onward transfers to Authorized Persons located outside of the European Economic Area for the purposes of performing the Services.
 - v. The Parties agree that the certification of deletion of Personal Data that is described in Clause 8.5 of Module Two and Clause 16(d) of both Modules of the Standard Contractual Clauses shall be provided by Circle to Customer only upon Customer's express written request.
 - vi. The Parties agree that the audits described in Module Two, Clause 8.9 of the Standard Contractual Clauses shall be carried out in accordance with Section 9 of this DPA.
 - vii. Pursuant to Module Two, Clause 9(a) of the Standard Contractual Clauses, the Parties agree that Option 2, General Written Authorisation shall apply. Customer acknowledges and expressly agrees that Circle may engage new Sub-processors as described in Section 6 of this DPA.
 - viii. The Parties agree that the optional language under Clause 11(a) of the Standard Contractual Clauses shall not apply.
 - ix. The Parties agree that Clause 13 of the Standard Contractual Clauses shall be completed with the option applicable based upon whether Customer is established in an EU member state or has appointed a representative in the EU.

- x. For Module Two of the Standard Contractual Clauses, the Parties agree that for purposes of Clause 15.1(a), Circle shall notify only Customer and Customer shall be solely responsible for notifying data subjects.
 - xi. For data exports originating from the European Economic Area, the Parties agree that the Standard Contractual Clauses shall be governed by the law of the Republic of Ireland for purposes of Clause 17, and any dispute arising under the Standard Contractual Clauses shall be resolved by the courts of the Republic of Ireland for purposes of Clause 18. For data exports originating from Switzerland, the Parties agree that the Standard Contractual Clauses shall be governed by the laws of Switzerland for purposes of Clause 17, and any dispute arising under the Standard Contractual Clauses shall be resolved by the courts of Switzerland for purposes of Clause 18.
 - xii. The Parties agree that Annex I to the Standard Contractual Clauses shall be completed by Appendix 1 to this DPA and Annex II to the Standard Contractual Clauses shall be completed with the information set out in PCI-DSS and Circle's security policies.
 - xiii. With respect to data exports originating from Switzerland, references to (a) the "Union," "EU," and "EU Member State" shall be replaced with "Switzerland," (b) "Regulation (EU) 2016/679" or "that Regulation" shall be replaced with "Swiss Data Protection Laws," as defined in this DPA, (c) specific articles of "Regulation (EU) 2016/679" are replaced with the equivalent article or section of Swiss Data Protection Law, and (d) "Regulation (EU) 2018/1725" shall be removed.
- c. The Parties agree that the UK International Data Transfer Addendum shall apply to transfers of Personal Data originating from the United Kingdom to Circle under this DPA where such Personal Data is processed in third countries not recognized by the competent United Kingdom regulatory authority or governmental body for the United Kingdom as providing an adequate level of protection for Personal Data. Circle and Customer hereby agree to enter into the UK International Data Transfer Addendum, which is incorporated into this DPA by this reference and completed as follows:
- i. Table 1 shall be completed with the Parties' details set forth in Section A of Appendix 1 to this DPA.
 - ii. Table 2 shall be completed with the information set out in Section 10(b)(i)-(viii) of this DPA.
 - iii. In Table 3, the information for Annex 1A shall be completed with the information set out in Section A of Appendix 1 to this DPA, and the information for Annex 1B shall be completed with the information set out in Section B of Appendix 1 to this DPA. The information for Annex II shall be completed with the information set out in PCI-DSS and Circle's security policies.
 - iv. In Table 4, both the importer and the exporter may end the UK International Data Transfer Addendum in accordance with the terms set out in the UK International Data Transfer Addendum.
- d. If the Standard Contractual Clauses or the UK International Data Transfer Addendum are replaced or superseded by new standard data protection clauses (each such new versions being "New Standard Contractual Clauses"), then Circle may by notice to the Parties, with

effect from the date set out in such notice, amend the application of Section 10 to one or more Data Transfers (as applicable) so that:

- i. the Standard Contractual Clauses cease to apply to those Data Transfers;
- ii. those of the applicable New Standard Contractual Clauses as are specified in such notice shall apply in respect of such Data Transfers in substitution for the Standard Contractual Clauses;
- iii. to the extent specified in such notice, the applicable New Standard Contractual Clauses shall be completed with the information set out in Section 10 to this DPA; and
- iv. such consequential amendments as Circle reasonably considers necessary are made to the Agreement and this DPA to ensure that it remains compliant with European Data Protection Laws or any other applicable Data Protection Laws.

11. Limitation of Liability. Circle's and Customer's liability arising out of or related to this DPA, including under the Standard Contractual Clauses and the UK International Data Transfer Addendum, whether in contract, tort or under any other theory of liability, is subject to the relevant 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a Party means the aggregate liability of that Party and all of its affiliates under the Agreement and all DPAs together.

12. General.

- a. Without prejudice to Standard Contractual Clauses or the UK International Data Transfer Addendum, the Parties to this DPA hereby submit to the choice of jurisdiction, including venue and choice of law, stipulated in the Agreement with respect to any disputes or claims arising under this DPA.
- b. In the event of any conflict or inconsistency between this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail. In the event of any conflict or inconsistency between this DPA and the UK International Data Transfer Addendum, the UK International Data Transfer Addendum shall prevail.
- c. With regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and the Agreement and including (except where explicitly agreed otherwise in writing signed by the Parties) agreements entered into or purported to be entered into after the date of this DPA, the provisions of this DPA shall prevail. This DPA supersedes any prior data processing agreement or similar agreement regarding its subject matter.
- d. Should any provisions of this DPA be held invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (1) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (2) constructed in a manner as if the invalid or unenforceable part has never been contained therein.
- e. In the event of any changes to Data Protection Laws that may require variation to this DPA, the Parties agree that Circle may amend this DPA as necessary to comply with any such changes in Data Protection Laws provided that such amendments are reasonable and do not result in a material reduction or restriction on the protections of Personal Data set forth under this DPA and do not expand or remove any restrictions on Circle's Processing of

Personal Data. If Circle makes any material change to this DPA in accordance with this Section 12(e), Circle will notify Customer.

APPENDIX 1

LIST OF PARTIES

Data exporter(s): Customer and its DPO as set forth on its website

Data Exporter's name, address, and contact person information shall be as set out under the Agreement between the Data Exporter and Data Importer. ...

Activities relevant to the data transferred under these Clauses: ... Transferring and accessing the Personal Data and any other activities related to receipt of the Services described under the Agreement and as otherwise described under the Agreement between Data Exporter and Data Importer.

Signature and date: ... The Data Exporter's signature to the Agreement shall constitute the signature for the Standard Contractual Clauses, including Annex I. The date shall be the DPA Effective Date.

Role (controller/processor): ... For purposes of Module 1 and Module 2 of the Standard Contractual Clauses, Data Exporter is the Data Controller.

Data importer(s): Circle

Data Importer's name, address, and contact person information shall be as set out under the Agreement between the Data Exporter and Data Importer.

Activities relevant to the data transferred under these Clauses: ... Processing related to the Services, as described in the Agreement between Data Exporter and Data Importer, including as described under the DPA.

Signature and date: ... The Data Importer's signature to the Agreement shall constitute the signature for the Standard Contractual Clauses, including Annex I. The date shall be the DPA Effective Date.

Role (controller/processor): ... For purposes of Module 1 of the Standard Contractual Clauses, Data Importer is a Data Controller. For purposes of Module 2 of the Standard Contractual Clauses, Data Importer is the Processor.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Module 1: Data Exporter's employees, contingent workers, and/or contractors who access and use the Services; Data Exporter's Customer End Users

Module 2: Data Exporter's Customer End Users.

Categories of personal data transferred

Personal Data submitted, stored, sent or received by the Data Exporter via the Services

Module 1: Personal Data consists of (a) account data of Data Exporter's users, such as name, email address, phone number, user ID, IP address, and usage activity and (b) usage data of Data Exporter's Customer End Users.

Module 2: Personal Data consists of Customer Transaction Data of Customer End Users including payment card number, card verification number, card expiration date, name, address, email address, phone number, IP address, transaction amount, transaction currency, and transaction status.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Module 1 and Module 2: Continuous basis as the Data Exporter uses the Services and in connection with individual Transactions.

Nature of the processing

Module 1: Data Importer will collect, record, analyze, store, and otherwise Process the Personal Data for purposes of administering and operating the Services, providing customer support, conducting analytics, personalizing the Services, improving and enhancing the Services, and developing new Services, and pursuant to a Legal Requirement to which Circle is subject.

Module 2: Data Importer will collect, record, analyze, store, and otherwise Process the Personal Data as necessary to perform the Services pursuant to the Agreement, including the DPA.

Purpose(s) of the data transfer and further processing

Module 1 and Module 2: The provision of the Services to Customer pursuant to the Agreement, including the DPA.

Module 1: The administration of the Services, providing customer support, conducting analytics, personalizing the Services, improving and enhancing the Services, and developing new Services.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Module 1 and Module 2: Personal Data will be retained for the duration of the Agreement between Data Exporter and Data Importer or for the duration specified under Data Protection Laws or other applicable laws.

For transfers to (sub-) processors, also specify the subject matter, nature and duration of the processing

Sub-processors process Personal Data for purposes of providing the Services pursuant to the Agreement.

Sub-processors process Personal Data for the duration of the Agreement, unless otherwise agreed with such Sub-processor in writing.

C. COMPETENT SUPERVISORY AUTHORITY

As set forth in Section 10(b)(ix) of the DPA.