

Appendix - Protection of Personal Data

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This Appendix shall reflect the Parties' respective Personal Data Processing obligations, in accordance with the requirements of Applicable Data Protection Laws.

1. Definitions

The words used within this Appendix shall have the meaning provided hereafter:

"Applicable Data Protection Laws" means all laws and regulations applicable to the Processing of Personal Data under the Agreement, including but not limited to, the laws and regulations of the European Union, the European Economic Area and their Member States, in particular Regulation (EU) 2016/679 ("GDPR"), and the UK Data Protection Act 2018 and the UK GDPR.

"Data Controller", "Data Processor", "Data Subject", "Processing"/"Process", and "Personal Data Breach" have the meaning provided in the GDPR.

"Data Subject Request" means a request from a Data Subject to obtain access to, request rectification, restrict the processing, object to processing, transfer (portability) or deletion of the Personal Data.

"Instructions" means section 2.2. and any further written agreement or documentation under which Mangopay instructs the Partner to perform Processing on behalf of Mangopay.

"Personal Data" means any information relating to a Data Subject that is Processed as part of the execution of the Agreement.

"Sub-processor" means a third-party engaged by the Partner, acting as a Data Processor, to Process Personal Data on behalf of Mangopay

2. Scope and role of the Parties

2.1. Mangopay and the Partner as separate Data Controllers

The Parties acknowledge and agree that they shall be acting as separate Data Controllers for the

Processing activities allocated between each Party below.

Mangopay acts as a Data Controller for:

- (a) The provision of Payment Services and/or E-money Services to Customers and/or the Partner;
- (b) The provision of Services and Software Services to the Partner;
- (c) Complying with Anti-Money Laundering and Counter Financing of Terrorism ("AML/CFT") obligations;
- (d) The provision of Mangopay's support services;
- (e) Handling Data Subject Requests relating to the Payment Services and/or E-money Services

The Partner acts as a Data Controller for:

- (a) The provision of its own services through the Website;
- (b) The provision of Partner's support services.

For the purpose of enabling provision of Website services by the Partner, executing payments by Mangopay or collaborating on the handling of fraud cases, it may be necessary for the Parties to share certain Personal Data with each other in their capacity as separate Data Controllers.

Each Party, acting as a separate Data Controller, undertakes to comply with its obligations under Applicable Data Protection Laws.

2.2. Partner acting as a Data Processor on behalf of Mangopay

Insofar as the Partner is required to collect and transmit Customer's Personal Data which is exclusive to Mangopay's purpose of ensuring AML/CFT compliance, including Know-Your-Customer/Business obligations, and is not related to any of the Partner's own Processing activities, the Partner acts as a Data Processor on behalf of Mangopay for the collection and transmission of Customer's Personal Data.

2.2.1. Partner's obligations when acting as Data Processor

Mangopay entrusts the Partner with Processing of the following categories of Personal Data: Customers' identification data and AML/CFT related information.

The scope of Personal Data Processing shall include the following operations performed on the Personal Data: collecting, transferring, deleting the Personal Data.

To the extent that the Partner acts as a Data Processor on Mangopay's behalf, the Partner will:

- a. only Process the Personal Data on the Instructions. Subsequent instructions may also be given by Mangopay throughout the duration of the Processing activity. Any subsequent instructions shall always be documented;
- b. immediately inform Mangopay if, in its opinion, the Instructions or further instructions infringe Applicable Data Protection Laws;
- c. only Process the Personal Data for the specific purpose of the Processing, as set out in the Agreement;
- d. ensure that access to the Personal Data is restricted to duly authorized members of its personnel on a need-to-know basis and who have committed themselves to confidentiality in writing or are under an appropriate statutory obligation of confidentiality;
- e. implement the technical and organisational measures to ensure the security of the Personal Data. In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the risks involved for the Data Subjects;
- f. make available to Mangopay all information necessary to demonstrate compliance with the obligations that are set out in the present section 2.2.1. and stem directly from Applicable Data Protection Laws. At Mangopay's request, the Partner shall also permit and contribute to audits of the Processing activities covered by section 2.2., at

reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, Mangopay may take into account relevant certifications held by the Partner.

- g. notify Mangopay of any Personal Data Breach as soon as it becomes aware of it. Personal Data Breaches shall be notified at the following email address: legalteam@mangopay.com. The notification shall be accompanied by any relevant documentation to enable Mangopay, if necessary, to notify this Personal Data Breach to the competent supervisory authority. The Partner undertakes to assist Mangopay by any means if the latter considers that the Personal Data Breach must be communicated to the Data Subjects.
- h. provide Mangopay with reasonable assistance in conducting data protection impact assessments and prior consultations with a supervisory authority, taking into account the nature of the Processing and the information available to the Partner;
- i. follow the instructions under section 3.1. in the event the Partner receives a Data subject request for which Mangopay acts as a Data Controller.
- j. effectively delete or anonymise, in an irreversible way, the Personal Data, and any copies thereof, processed under section 2.2. as soon as it is transferred to Mangopay. Upon request of Mangopay, the Partner undertakes to provide supporting evidence of the effective deletion or anonymisation of the Personal Data.

2.2.2. Sub-processors

Mangopay hereby provides a general authorization to the Partner to engage a third-party Sub-processor to process the Personal Data on behalf of Mangopay. The Partner shall provide a list of Sub-processors upon Mangopay's request and specifically inform in writing Mangopay of any intended changes of Sub-processor(s) through the addition or replacement of Sub-processors at least thirty (30) days in advance, thereby giving Mangopay sufficient time to assess the Sub-processor and object to the appointment, if necessary.

Where the Partner engages a Sub-processor for carrying out specific processing activities (on behalf of Mangopay), it must impose on the Sub-processor data protection obligations that provide the same level of protection of Personal Data as the ones imposed on the Partner under the present Appendix. The Partner will remain liable for the performance of the Sub-processor's obligations.

2.2.3. Data transfers

Where the Processing of Personal Data as a Data Processor by the Partner involves a transfer to a third country or an international organization, either directly or through a Sub-processor, Mangopay agrees with such transfer as long as the Partner and the Sub-processor can ensure compliance with Applicable Data Protection Laws by relying on a valid data transfer mechanism, such as standard contractual clauses, provided the conditions for the use of those standard contractual clauses are met and, where applicable, additional safeguards are put in place. Mangopay shall have the right to request a copy of the data transfer mechanism concluded between the Partner and the Sub-processor.

3. Collaboration obligations

3.1 Data Subject Requests

Data Subjects may contact the Partner to submit a Data Subject Request relating to Mangopay's Processing activities as a separate Data Controller. In this case, the Partner shall, without undue delay, inform the Customer or Payer that they must submit their Data Subject Request to the following email address:

If the Agreement is signed with Mangopay S.A.:
dpo.mangopay@mangopay.com

If the Agreement is signed with Mangopay UK:
uk.dpo.mangopay@mangopay.com

3.2. Personal Data Breaches

In case of a Personal Data Breach which may relate to Personal Data for which the other Party is a Data Controller, each Party shall inform the other without undue delay after having become aware of it. The notification shall include the information listed under article 33 of the GDPR. Each Party notifies on its own the breach to its competent authority. The Parties undertake to cooperate in good faith to make sure that their respective notification obligations can be met within the

seventy-two (72) hours deadline imposed under Applicable Data Protection Laws.

Notifications shall be sent to the following e-mail addresses:

(i) For Mangopay: security@mangopay.com;

(ii) For the Partner: to the email address provided by the Partner specifically for this purpose or, failing that, to any other email address provided by the Partner.

The Parties shall cooperate in order to determine if the breach needs to be communicated to the affected Data Subjects. If so, the Parties shall meet in order to determine the modalities and the content of the communication.

3.3. Provision of compulsory information to the Data Subjects

The Parties agree that all the compulsory information under articles 13 and 14 of the GDPR shall be provided by the Partner. This shall be done by identifying Mangopay and including a direct link to Mangopay's privacy statement in the Partner's own privacy policy. Mangopay's privacy statement is accessible at the following address: <https://mangopay.com/privacy-statement>.

The Partner undertakes to demonstrate compliance with the obligations set forth in the present section 3.3. by providing any supporting evidence or information as may be requested by Mangopay.