

DATA PROCESSOR AGREEMENT

This data processing agreement forms part of the AVIS Fintech PLC ("**Principal Contract**") and is made effective from**between** the undersigned parties: -

(i) **AVIS Fintech PLC** whose trading address is **Vyman House, 104 College Road, Harrow Middlesex HA1 1BQ London, UK ("**Controller**")**

And

(ii) whose trading address is
....., ("**Processor**")

1. Terms of Agreement

- 1.1** In this Agreement This agreement supplements the Principal Contract and makes legally binding provisions for compliance with the Data Protection Laws as set forth in this agreement. As per the requirements of relevant Data Protection Law, all processing of personal data by a processor on behalf of a controller, shall be governed by a contract. The terms, obligations and rights set forth in this agreement relate directly to the processing activities and conditions laid out in Schedule 1 and Schedule 3.
- 1.2** The terms used in this agreement have the meanings as set out in the '*definitions*' part of the document, with any capitalised terms not otherwise defined, having have the meaning given to them in the Principal Contract.

2. Definitions

- 2.1** In this Agreement, unless the text specifically notes otherwise, the below words shall have the following meanings: -
- 2.2** "**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; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law
- 2.3** "**Consent**" of the data subject means any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her
- "Data Protection Laws and Property Rights"** means all applicable Data Protection, new data privacy legislation—including the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA)

- 2.4 and, to the extent applicable, the data protection or privacy laws of any other country
- 2.5 "**EEA**" means the European Economic Area
- 2.6 "**Effective Date**" means that date that this agreement comes into force
- 2.7 "Personal data" means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one 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
- 2.8 "**GDPR**" means the General Data Protection Regulation (GDPR UK)
- 2.9 "**Principle Contract**" means the main contract between the parties named in this agreement
- 2.10 "**Processing**" means 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, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction
- 2.11 "**Processor**" means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller
- 2.12 "**Recipient**" means a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not. However, public authorities which may receive personal data in the framework of a particular inquiry in accordance with Union or Member State law shall not be regarded as recipients; the processing of those data by those public authorities shall be in compliance with the applicable data protection rules according to the purposes of the processing
- 2.13 "**Third-party**" means a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data
- 2.14 "**Sub processor**" means any person or entity appointed by or on behalf of the Processor to process personal data on behalf of the Controller
- 2.15 "**Supervisory authority**" means an independent public authority which is established by a Member State pursuant to Article 51 of the "**GDPR**"

3. Obligations and Rights of the Processor

- 3.1 The processor shall comply with the relevant Data Protection Laws and must: -
- a) only act on the written instructions of the controller

- b)** ensure that people processing the data are subject to a duty of confidence
- c)** ensure that any natural person acting under their authority who has access to personal data, does not process that data except on instructions from the controller
- d)** use its best endeavours to safeguard and protect all personal data from unauthorised or unlawful processing, including (*but not limited to*) accidental loss, destruction or damage and will ensure the security of processing through the demonstration and implementation of appropriate technical and organisational measures as specified in Schedule 1 of this agreement
- e)** ensure that all processing meets the requirements of the GDPR and related Data Protection Laws and is in accordance with the Data Protection Principles
- f)** ensure and confirm that all software/data and its modifications received from controller and developed below this agreement, and the AVIS Group members remain an exclusive property of the controller and AVIS Fintech PLC, AVIS Bank LTD and AVIS Group.
- g)** ensure that where a sub-processor is used, they: -
 - i.** only engage a sub-processor with the prior consent of the data controller
 - ii.** inform the controller of any intended changes concerning the addition or replacement of sub-processors
 - iii.** they implement a written contract containing the same data protection obligations as set out in this agreement, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Data Protection Laws
 - iv.** understand that where any sub-processor is used on their behalf, that any failure on the part of the sub-processor to comply with the Data Protection Laws or the relevant data processing agreement, the initial processor remains fully liable to the controller for the performance of the sub-processor's obligations
- h)** assist the data controller in providing subject access and allowing data subjects to exercise their rights under the Data Protection Laws
- i)** assist the data controller in meeting its data protection obligations in relation to: -
 - i.** the security of processing
 - ii.** data protection impact assessments
 - iii.** the investigation and notification of personal data breaches
- j)** delete or return all personal data to the controller as requested at the end of the contract
- k)** make available to the controller all information necessary to demonstrate compliance with the obligations laid down in the relevant Data Protection Laws and allow for, and contribute

to audits, including inspections, conducted by the controller or another auditor mandated by the controller

- l)** tell the controller immediately if they have done something (*or are asked to do something*) infringing the GDPR or other data protection law of the UK or a member state
- m)** co-operate with supervisory authorities in accordance with GDPR Article 31
- n)** notify the controller of any personal data breaches in accordance with GDPR Article 33
- o)** where applicable, employ a data protection officer if required
- p)** where applicable, appoint (*in writing*) a representative within the UK if required in accordance with GDPR Article 27

- 3.2** Nothing within this agreement relieves the processor of their own direct responsibilities, obligations and liabilities under the General Data Protection Regulation (*GDPR*) or other Data Protection Laws.
- 3.3** The processor is responsible for ensuring that each of its employees, agents, subcontractors or vendors are made aware of its obligations regarding the security and protection of the personal data and the terms set out in this agreement.
- 3.4** The processor shall maintain induction and training programs that adequately reflect the Data Protection Law requirements and regulations, and ensure that all employees are afforded the time, resources and budget to undertake such training on a regular basis.
- 3.5** Any transfers of personal data to a third country or an international organisation shall only be carried out on documented instructions from the controller, unless required to do so by Union or Member State law. Where such a legal requirement exists, the processor shall inform the controller of that legal requirement before processing.
- 3.6** The processor shall maintain a record of all categories of processing activities carried out on behalf of the controller, containing: -
 - a)** the name and contact details of the processor(s) and of each controller on behalf of which the processor is acting, and, where applicable, the data protection officer
 - b)** the categories of processing carried out on behalf of each controller
 - c)** transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, the documentation of suitable safeguards
 - d)** a general description of the technical and organisational security measures referred to in Article 32(1)
- 3.7** The processor shall maintain records of processing activities in writing, including in electronic form and shall make the record available to the supervisory authority on request

- 3.8** When assessing the appropriate level of security and the subsequent technical and operational measures, the processor shall consider the risks presented by any processing activities, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

4. Obligations and Rights of the Controller

- 4.1** The controller is responsible for verifying the validity and suitability of the processor before entering into a business relationship.
- 4.2** The controller shall carry out adequate and appropriate onboarding and due diligence checks for all processors, with a full assessment of the mandatory Data Protection Law requirements.
- 4.3** The controller shall verify that the processor has adequate and documented processes for data breaches, data retention and data transfers in place.
- 4.4** The controller shall obtain evidence from the processor as to the: -
- a)** verification and reliability of the employees used by the processor
 - b)** certificates, accreditations, and policies as referred to in the **standard onboarding into an AVIS Bank account and uploaded documents for each participant of the processor.**
 - c)** technical and operational measures described in **Schedule 3 of** this agreement (PDF file works/job description)
 - d)** procedures in place for allowing data subjects to exercise their rights, including (*but not limited to*), subject access requests, erasure & rectification procedures, and restriction of processing measures.
- 4.5** Where the controller has authorised the use of any sub-processor by the initial processor, the controller must verify that similar data protection agreements are in place between the initial processor and sub-processor.
- 4.6** Where the controller has authorised the use of any sub-processor by the initial processor, the details of the sub-processor must be added to **Schedule 2** of this agreement.

5. Penalties & Termination

- 5.1 By signing this agreement, the processor confirms that they understand the legal and enforcement actions that they may be subject to should they fail to uphold the agreement terms or breach the Data Protection Laws. If the processor fails to meet their obligations, they may be subject to: -
a) investigative and corrective powers of supervisory authorities under Article 58 of the GDPR
b) an administrative fine under Article 83 of the GDPR
c) a penalty under Article 84 of the GDPR
d) pay compensation under Article 82 of the GDPR
5.2 The controller or processor can terminate this agreement by at any time with a 30 day's advanced alert time.

6. General Information

6.1 The standard Regulatory requirements of AVIS Bank are applicable confirm public accessible data https://avis.global/bank

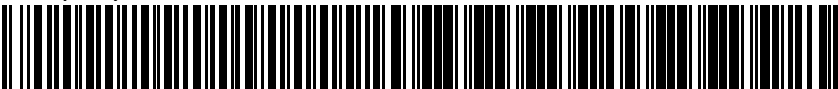
IN WITNESS below of the parties or their duly authorised representatives have signed this agreement in accordance with all its clauses and on the day, month and year stated at the top of this agreement.

Signed on behalf of the Processor:

Signed: _____
Print Name:
Date:
Company Name:
Position:

Signed on behalf of the Controller:

Signed: _____
Print Name:
Date:
Company Name: AVIS Fintech PLC



PAYMENT PROCESSING BY AVIS GROUP

AVIS Capital, the investment fund of the **AVIS Group** provides financial liquidity for the global IT job payments. (the financial baggage)

AVIS Fintech PLC as controller instruct by external and internal IT works processing providers.

AVIS Bank is the financial arm of the AVIS Global Group and develops the **QUANTUM** banking system for global payments and card issuance.

AVIS Bank issues globally Credit and Debit cards via its bank SWITCH

*The **AVIS Global Group** has its subsidiary **AVIS Fintech PLC** instructed to generate the **AVISPay** corporate and personal global management Ai software. The software system and assembling with its corporate server farms will provide a global unique lifestyle handling.*

***AVIS Fintech PLC** maintains a management account at **AVISPay** (the **QUANTUM Bank**) for the conditional and unconditional distribution of global payments.*

*For learning, understanding and schooling reason, **AVIS Fintech PLC** distributes accounts and sponsored accounts with credit and debit cards to the processor internally and externally.*

Financial resources are provided by AVIS Capital as a budget month by months or as a one-time payment

| PROCESSOR MEMBER REMUNERATION STANDARD RATES FOR MONTHS-BY-MONTHS PAYMENTS | | | |
|---|--------------------|----------------------|---------------------|
| CATEGORY | €HOUER RATE | €WEEKLY HOURS | €EXTRA HOURS |
| Front-End Engineer | | | |
| Back-End Engineer | | | |
| Full Stack Engineer | | | |
| Software Engineer in Test (QA Engineer) | | | |
| Software Development Engineer in Test (SDET) | | | |
| DevOps Engineer | | | |
| Security Engineer | | | |
| Data Engineer | | | |
| Cloud Architect | | | |
| 3D Art Designer | | | |
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Financial resources are provided by AVIS Capital as a one-time payment for conditional payment issuance

| PROJECT COMPLETION PAYMENTS UPON PRODUCTION LAUNCH | | | |
|---|-----------------------------|----------------------|----------------------|
| PROJECT MILESTONE | PROJECT COST PAYMENT | BONUS PAYMENT | TIME IN WEEKS |
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Position:

SCHEDULE 1

1. Processing Details

- a) The controller named in this agreement has appointed the processor with regard to specific processing activity requirements. These requirements relate to the **AVIS QUANTUM Bank core bank server AVISPay and fit.SWITCH server connection for the issuance and management of AVIS Cards and the AVIS Marketplace software and hardware**
- b) The duration of the processing is for **until further notice.**
- c) The processing activities relate to: **AVISPay fit. SWITCH server and AVIS core bank server contain NEXOR software for the issuance and management of AVIS Cards and accounts and acquiring service generally for cards** and are for the purpose of **IT development confirm the processing of IT works flow detailed in the Agreement Number:**

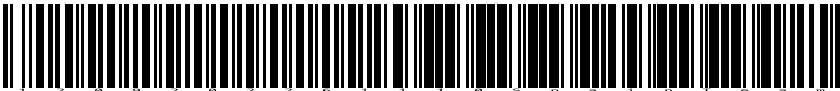
..... Numbered to further on, Schedule
- d) The processing activities relate to: **software, client's data, and software data** and
- e) The requirement for the named processor to act on behalf of the controller is with regard to the below type(s) of personal data and categories of data subjects: -
 - i. **Credit cards and Bank SWICH**
 - ii. **CS-Cart software data & multiverse artwork**
 - iii. **AVIS Marketplace software and client's data**
 - iv. **Software and AVIS Global Group secrete data**
 - v. **Exchange software and specs**
 - vi. **WhiteWest specs**
 - vii. **AVIS politics and Data confirm the standard regulation of AVIS**
- f) The processor can demonstrate and provide sufficient guarantees as to the implementation of appropriate technical and organisational measures taken to ensure data security and protection: -
 - a. **PCI Certificate of the servers (if available and adequate standard high security for bank data)**
 - b. **Manufacturer Certificate**
- g) The obligations and rights of the controller and processor are set out in section (2) and (3) of this agreement

SCHEDULE 2

1. Authorised Sub-Processors

| SUB-PROCESSOR NAME | CONTACT DETAILS | PURPOSE OF PROCESSING | TYPE OF DATA PROCESSED | AUTHORISED BY CONTROLLER (<i>Signature</i>) |
|--------------------|-----------------|-----------------------|------------------------|---|
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| Job description | Job Code | Developer |
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Schedule 3
the JOB

2023/ Numbered to further on