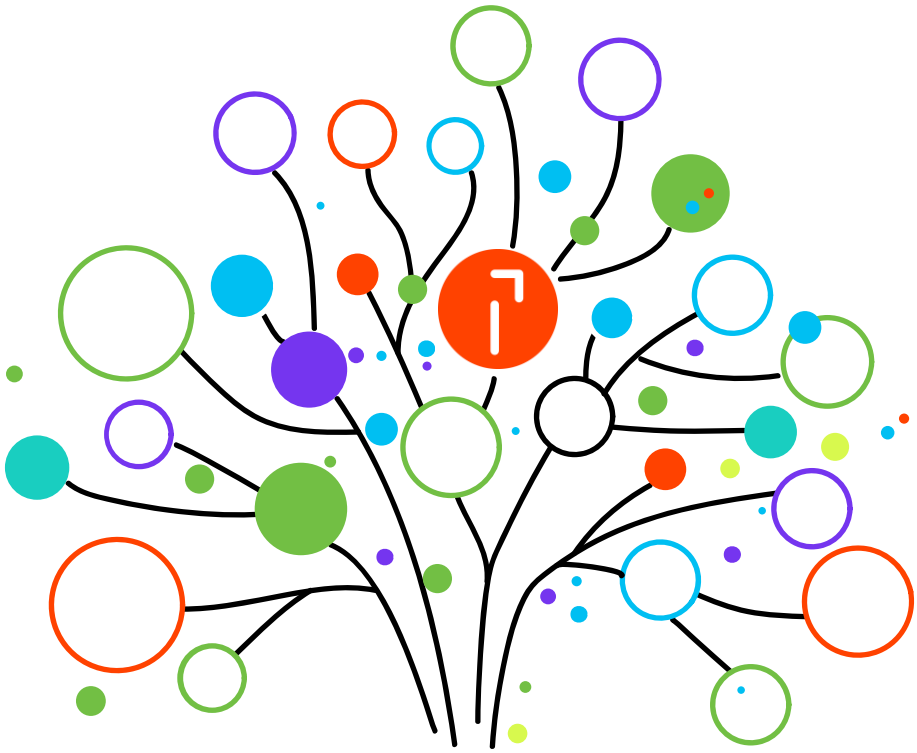
Data Processing Addendum for Quadient ICA Cloud Services (EMEA)

Valid from: 01-10 -2021



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PREAMBLE

1. This Data Processing Addendum[1] forms part of the main contract agreed between the Parties (the "Main Contract").
2. The Main Contract may be one or more of the ICA solutions listed below when purchased by the Client as made available at www.quadient.com/eula to which this DPA will apply respectively.

ICA Solution	**Main Contract Title**
Quadient Inspire Flex	General Terms of Use for Quadient Inspire Flex Cloud Services
Quadient Inspire Journey	General Terms of Use for Quadient Inspire Journey Cloud Services
Quadient Inspire Evolve	General Terms of Use for Quadient Inspire Evolve Cloud Services
Quadient Impress Cloud	End User License Agreement for Quadient Impress Cloud Services (Europe)

3. As the Main Contract is subject to Swiss law, any reference to "adequate EU Member State law" will mean instead "Swiss law to the extent to this is deemed adequate by the EU unless this is no longer deemed adequate, when this Data Processing Addendum will be governed by the law of France as long as it deemed adequate".

[1] This Data Processing Addendum is according to Commission Implementing Decision (EU) 2021/915 of 4 June 2021 on standard contractual clauses between controllers and processors under Article 28(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council and Article 29(7) of Regulation (EU) 2018/1725 of the European Parliament and of the Council for the Controller's convenience. Any added provisions under clause 2(b) herein are within this Preamble.

SECTION I

Clause 1 Purpose and Scope

a) The purpose of these Standard Contractual Clauses (the Clauses) is to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR).

b) The controllers and processors listed in Annex I have agreed to these Clauses in order to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679.

c) These Clauses apply to the processing of personal data as specified in Annex II.

d) Annexes I to IV are an integral part of the Clauses.

e) These Clauses are without prejudice to obligations to which the controller is subject by virtue of Regulation (EU) 2016/679.

f) These Clauses do not by themselves ensure compliance with obligations related to international transfers in accordance with Chapter V of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

Clause 2 Invariability of the Clauses

a) The Parties undertake not to modify the Clauses, except for adding information to the Annexes or updating information in them.

b) This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a broader contract, or from adding other clauses or additional safeguards provided that they do not directly or indirectly contradict the Clauses or detract from the fundamental rights or freedoms of data subjects.

Clause 3 Interpretation

a) Where these Clauses use the terms defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

c) These Clauses shall not be interpreted in a way that runs counter to the rights and obligations provided for in Regulation (EU) 2016/679 or in a way that prejudices the fundamental rights or freedoms of the data subjects.

Clause 4 Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties existing at the time when these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 5 Optional Docking Clause

a) Any entity that is not a Party to these Clauses may, with the agreement of all the Parties, accede to these Clauses at any time as a controller or a processor by completing the Annexes and signing Annex I.

b) Once the Annexes in (a) are completed and signed, the acceding entity shall be treated as a Party to these Clauses and have the rights and obligations of a controller or a processor, in accordance with its designation in Annex I.

c) The acceding entity shall have no rights or obligations resulting from these Clauses from the period prior to becoming a Party.

SECTION II OBLIGATIONS OF THE PARTIES

Clause 6 Description of Processing

The details of the processing operations, in particular the categories of personal data and the purposes of processing for which the personal data is processed on behalf of the controller, are specified in Annex II.

Clause 7 Obligations of the Parties

7.1 Instructions

a) The processor shall process personal data only on documented instructions from the controller, unless required to do so by Union or Member State law to which the processor is subject. In this case, the processor shall inform the controller of that legal requirement before processing, unless the law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the controller throughout the duration of the processing of personal data. These instructions shall always be documented.

b) The processor shall immediately inform the controller if, in the processor's opinion, instructions given by the controller infringe Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or the applicable Union or Member State data protection provisions.

7.2 Purpose Limitation

The processor shall process the personal data only for the specific purpose(s) of the processing, as set out in Annex II, unless it receives further instructions from the controller.

7.3 Duration of the Processing of Personal Data

Processing by the processor shall only take place for the duration specified in Annex II.

7.4 Security of Processing

a) The processor shall at least implement the technical and organisational measures specified in Annex III to ensure the security of the personal data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the data (personal data breach). 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.

b) The processor shall grant access to the personal data undergoing processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring of the contract. The processor shall ensure that persons authorised to process the personal data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

7.5 Sensitive Data

If the processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences ("sensitive data"), the processor shall apply specific restrictions and/or additional safeguards.

7.6 Documentation and Compliance

a) The Parties shall be able to demonstrate compliance with these Clauses.

b) The processor shall deal promptly and adequately with inquiries from the controller about the processing of data in accordance with these Clauses.

c) The processor shall make available to the controller all information necessary to demonstrate compliance with the obligations that are set out in these Clauses and stem directly from Regulation (EU) 2016/679. At the controller's request, the processor shall also permit and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, the controller may take into account relevant certifications held by the processor.

d) The controller may choose to conduct the audit by itself or mandate an independent auditor. Audits may also include inspections at the premises or physical facilities of the processor and shall, where appropriate, be carried out with reasonable notice.

e) The Parties shall make the information referred to in this Clause, including the results of any audits, available to the competent supervisory authority(ies) on request.

7.7 Use of Sub-Processors

a) GENERAL WRITTEN AUTHORISATION: The processor has the controller's general authorisation for the engagement of sub-processors from an agreed list. The processor shall specifically inform in writing the controller of any intended changes of that list through the addition or replacement of sub-processors at least One (1) Month in advance, thereby giving the controller sufficient time to be able to object to such changes prior to the engagement of the concerned sub-processor(s). The processor shall provide the controller with the information necessary to enable the controller to exercise the right to object.

b) Where the processor engages a sub-processor for carrying out specific processing activities (on behalf of the controller), it shall do so by way of a contract which imposes on the sub-processor, in substance, the same data protection obligations as the ones imposed on the data processor in accordance with these Clauses. The processor shall ensure that the sub-processor complies with the obligations to which the processor is subject pursuant to these Clauses and to Regulation (EU) 2016/679.

c) At the controller's request, the processor shall provide a copy of such a sub-processor agreement and any subsequent amendments to the controller. To the extent necessary to protect business secret or other confidential information, including personal data, the processor may redact the text of the agreement prior to sharing the copy.

d) The processor shall remain fully responsible to the controller for the performance of the sub-processor's obligations in accordance with its contract with the processor. The processor shall notify the controller of any failure by the sub-processor to fulfil its contractual obligations.

e) The processor shall agree a third-party beneficiary clause with the sub-processor whereby - in the event the processor has factually disappeared, ceased to exist in law or has become insolvent - the controller shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

7.8 International Transfers

a) Any transfer of data to a third country or an international organisation by the processor shall be done only on the basis of documented instructions from the controller or in order to fulfil a specific requirement under Union or Member State law to which the processor is subject and shall take place in compliance with Chapter V of Regulation (EU) 2016/679.

b) The controller agrees that where the processor engages a sub-processor in accordance with Clause 7.7 for carrying out specific processing activities (on behalf of the controller) and those processing activities involve a transfer of personal data within the meaning of Chapter V of Regulation (EU) 2016/679, the processor and the sub-processor can ensure compliance with Chapter V of Regulation (EU) 2016/679 by using standard contractual clauses adopted by the Commission in accordance with of Article 46(2) of Regulation (EU) 2016/679, provided the conditions for the use of those standard contractual clauses are met.

Clause 8 Assistance to The Controller

a) The processor shall promptly notify the controller of any request it has received from the data subject. It shall not respond to the request itself, unless authorised to do so by the controller.

b) The processor shall assist the controller in fulfilling its obligations to respond to data subjects' requests to exercise their rights, taking into account the nature of the processing. In fulfilling its obligations in accordance with (a) and (b), the processor shall comply with the controller's instructions.

c) In addition to the processor's obligation to assist the controller pursuant to Clause 8(b), the processor shall furthermore assist the controller in ensuring compliance with the following obligations, taking into account the nature of the data processing and the information available to the processor:

   i. the obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a 'data protection impact assessment') where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons;
   ii. the obligation to consult the competent supervisory authority(ies) prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the controller to mitigate the risk;
   iii. the obligation to ensure that personal data is accurate and up to date, by informing the controller without delay if the processor becomes aware that the personal data it is processing is inaccurate or has become outdated;
   iv. the obligations in Article 32 of Regulation (EU) 2016/679/.

d) The Parties shall set out in Annex III the appropriate technical and organisational measures by which the processor is required to assist the controller in the application of this Clause as well as the scope and the extent of the assistance required.

Clause 9 Notification of Personal Data Breach

In the event of a personal data breach, the processor shall cooperate with and assist the controller for the controller to comply with its obligations under Articles 33 and 34 of Regulation (EU) 2016/679, where applicable, taking into account the nature of processing and the information available to the processor.

9.1 Data Breach Concerning Data Processed by the Controller

In the event of a personal data breach concerning data processed by the controller, the processor shall assist the controller:

a) in notifying the personal data breach to the competent supervisory authority(ies), without undue delay after the controller has become aware of it, where relevant (unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons);

b) in obtaining the following information which, pursuant to Article 33(3) of Regulation (EU) 2016/679/, shall be stated in the controller's notification, and must at least include:

   i. the nature of the personal data including, where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned;

ii. the likely consequences of the personal data breach;

iii. the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

c) in complying, pursuant to Article 34 of Regulation (EU) 2016/679, with the obligation to communicate without undue delay the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons.

9.2 Data Breach Concerning Data Processed by The Processor

In the event of a personal data breach concerning data processed by the processor, the processor shall notify the controller without undue delay after the processor having become aware of the breach. Such notification shall contain, at least:

a) a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned);

b) the details of a contact point where more information concerning the personal data breach can be obtained;

c) its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

The Parties shall set out in Annex III all other elements to be provided by the processor when assisting the controller in the compliance with the controller's obligations under Articles 33 and 34 of Regulation (EU) 2016/679.

SECTION III FINAL PROVISIONS

Clause 10 Non-Compliance with the Clauses and Termination

a) Without prejudice to any provisions of Regulation (EU) 2016/679, in the event that the processor is in breach of its obligations under these Clauses, the controller may instruct the processor to suspend the processing of personal data until the latter complies with these Clauses or the contract is terminated. The processor shall promptly inform the controller in case it is unable to comply with these Clauses, for whatever reason.

b) The controller shall be entitled to terminate the contract insofar as it concerns processing of personal data in accordance with these Clauses if:

(i) the processing of personal data by the processor has been suspended by the controller pursuant to point (a) and if compliance with these Clauses is not restored within a reasonable time and in any event within one month following suspension;

(ii) the processor is in substantial or persistent breach of these Clauses or its obligations under Regulation (EU) 2016/679;

(iii) the processor fails to comply with a binding decision of a competent court or the competent supervisory authority(ies) regarding its obligations pursuant to these Clauses or to Regulation (EU) 2016/679.

c) The processor shall be entitled to terminate the contract insofar as it concerns processing of personal data under these Clauses where, after having informed the controller that its instructions infringe applicable legal requirements in accordance with Clause 7.1 (b), the controller insists on compliance with the instructions.

d) Following termination of the contract, the processor shall, at the choice of the controller, delete all personal data processed on behalf of the controller and certify to the controller that it has done so, or, return all the personal data to the controller and delete existing copies unless Union or Member State law or any for the processor mandatorily applicable local law requires storage of the personal data. Until the data is deleted or returned, the processor shall continue to ensure compliance with these Clauses.

ANNEX I List of Parties

Controller(s): [Identity and contact details of the controller(s) and, where applicable, of the controller's data protection officer]

1.

Name: .....

Address: .....

Contact person's name, position and contact details: .....

Signature and accession date: .....

2.

.....

Processor(s): [Identity and contact details of the processor(s) and, where applicable, of the processor's data protection officer]

1.

Name: Quadient CXM AG

Address: Oberer Gansbach 1, CH-9050 Appenzell, Switzerland

Contact person's name, position and contact details: Christian Hartigan

Signature and accession date: .....

2. DPO

Name: Martin Kašpar

Contact details: Information Security Manager. DPO.

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ANNEX II Description of the Processing

1 Categories of Data Subjects Whose Personal Data Is Processed

The categories of data subjects comprise:

Main Contract Title	Categories of data subjects
General Terms of Use for Quadient Inspire Flex Cloud Services	a) employees including contingent workers, consultants, contractors b) clients including prospects institutional client and/or counterparty representatives c) authorized signatories d) professional advisers, agents, experts e) third party vendors f) recipients of customer communication g)
General Terms of Use for Quadient Inspire Journey Cloud Services	
General Terms of Use for Quadient Inspire Evolve Cloud Services	
End User License Agreement for Quadient Impress Cloud Services (Europe)	

2 Categories of Personal Data Processed

Main Contract Title	Categories of personal data
General Terms of Use for Quadient Inspire Flex Cloud Services	a) Names b) Addresses c) Email Addresses d) Phone No. e) Communication content f) IP address and log history, User Data
General Terms of Use for Quadient Inspire Journey Cloud Services	
General Terms of Use for Quadient Inspire Evolve Cloud Services	
End User License Agreement for Quadient Impress Cloud Services (Europe)	

Sensitive data processed (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.

Main Contract Title	Categories of sensitive personal data
General Terms of Use for Quadient Inspire Flex Cloud Services	None
General Terms of Use for Quadient Inspire Journey Cloud Services	
General Terms of Use for Quadient Inspire Evolve Cloud Services	
End User License Agreement for Quadient Impress Cloud Services (Europe)	

3 Nature of the Processing

Main Contract Title	Nature of the processing
General Terms of Use for Quadient Inspire Flex Cloud Services	Collecting, storing, and safeguarding Controller's personal data
General Terms of Use for Quadient Inspire Journey Cloud Services	
General Terms of Use for Quadient Inspire Evolve Cloud Services	
End User License Agreement for Quadient Impress Cloud Services (Europe)	

4 Purposes for Which the Personal Data Is Processed on Behalf of the Controller

Main Contract Title	Purpose(s) of the data transfer and further processing
General Terms of Use for Quadient Inspire Flex Cloud Services	Performance of the Quadient Cloud Services (customer communication and data quality services) as defined in the Main Contract
General Terms of Use for Quadient Inspire Journey Cloud Services	
General Terms of Use for Quadient Inspire Evolve Cloud Services	

End User License Agreement for Quadient Impress Cloud Services (Europe)	

5 Duration of the Processing

Main Contract Title	**Period for which the personal data will be retained**
General Terms of Use for Quadient Inspire Flex Cloud Services	Term of the Main Contract
General Terms of Use for Quadient Inspire Journey Cloud Services	
General Terms of Use for Quadient Inspire Evolve Cloud Services	
End User License Agreement for Quadient Impress Cloud Services (Europe)	

6 For Processing by (Sub-) Processors, Also Specify Subject Matter, Nature and Duration of the Processing

As described in the list made available at:

https://resources.quadient.com/m/33d5f97c2c8e4aa0/original/Template-for-Subcontractors-lists.pdf

ANNEX III Technical and Organisational Measures including Measures to Ensure the Security of Data

Notwithstanding any additional measures agreed to in the Main Contract, Quadient has implemented and will maintain for both Corporate and Customer Data ('Data') the following security measures, which in conjunction with the security commitments in this Data Processing Agreement ('DPA') (including the GDPR Terms), are Quadient's only responsibility with respect to the security of that data.

Domain	Practices
Organisation of Information Security	**Security Ownership**. Quadient has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures. **Security Roles and Responsibilities**. Quadient personnel with access to Data are subject to confidentiality obligations. **Risk Management Program**. Quadient performed a risk assessment before processing the Data or launching the corresponding service. Quadient retains its security documents pursuant to its retention requirements after they are no longer in effect.
Asset Management	**Asset Inventory**. Quadient maintains an inventory of all assets on which Data is stored. Access to the inventories of such assets is restricted to Quadient personnel authorized in writing to have such access. **Asset Handling** - Quadient classifies Data to help identify it and to allow for access to it to be appropriately restricted. - Quadient imposes restrictions on printing Data and has procedures for disposing of printed materials that contain Data. - Quadient personnel must obtain Quadient authorization prior to storing Data on portable devices, remotely accessing Data, or processing Data outside Quadient's facilities.
Human Resources Security	**Security Training**. Quadient informs its personnel about relevant security procedures and their respective roles. Quadient also informs its personnel of possible consequences of breaching the security rules and procedures. Quadient will only use anonymous data in training.
Physical and Environmental Security	**Physical Access to Facilities**. Quadient limits access to facilities where information systems that process Data are located to identified authorized individuals. **Protection from Disruptions**. Quadient uses a variety of industry standard systems to protect against loss of Data due to power supply failure or line interference. **Component Disposal**. Quadient uses industry standard processes to delete Data when it is no longer needed.
Communications and Operations Management	**Operational Policy**. Quadient maintains security documents describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Data. **Data Recovery Procedures**

Domain	Practices
	- On an ongoing basis, but in no case less frequently than once a week (unless no updates have occurred during that period), Quadient maintains multiple backups of Data from which such data can be recovered. - Quadient stores backups of Data and data recovery procedures in a different place from where the primary computer equipment processing the Data is located. - Quadient has specific procedures in place governing access to backups of Data. - Quadient logs data restoration efforts, including: the person responsible, the description of the restored Data and, where applicable, which Data (if any) had to be input manually in the data recovery process. **Malicious Software**. Quadient has anti-malware controls to help avoid malicious software gaining unauthorized access to Data, including malicious software originating from public networks. **Data Beyond Boundaries** - Quadient encrypts Data that is transmitted over public networks. - Quadient restricts access to Data in media leaving its facilities. **Event Logging**. Quadient logs access and use information systems containing Data: including registering the access ID, time, authorization granted or denied, and relevant activity.
Access Control	**Access Policy**. Quadient maintains a record of security privileges of individuals having access to Data. **Access Authorization** - Quadient maintains and updates a record of personnel authorized to access Quadient systems that contain Data. - Quadient deactivates authentication credentials that have not been used for a period of time not to exceed six months. - Quadient identifies those personnel who may grant, alter or cancel authorized access to Data and resources. - Quadient ensures the individuals have separate identifiers/logins. **Need to Know** - Technical support personnel are only permitted to have access to Data when needed. - Quadient restricts access to Data to only those individuals who require such access to perform their job function. **Integrity and Confidentiality** - Quadient instructs Quadient personnel to disable administrative sessions when leaving premises Quadient controls or when computers are otherwise left unattended. - Quadient stores passwords in a way that makes them unintelligible while they are in force. **Authentication** - Quadient uses industry standard practices to identify and authenticate users who attempt to access information systems. - Where authentication mechanisms are based on passwords, Quadient requires that the passwords are renewed regularly.

Domain	Practices
	- Where authentication mechanisms are based on passwords, Quadient requires the password to be at least eight characters long. - Quadient ensures that deactivated or expired identifiers are not granted to other individuals. - Quadient monitors repeated attempts to gain access to the information system using an invalid password. - Quadient maintains industry standard procedures to deactivate passwords that have been corrupted or inadvertently disclosed. - Quadient uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage. **Network Design**. Quadient has controls to avoid individuals assuming access rights they have not been assigned to gain access to Data they are not authorized to access.
Information Security Incident Management	**Incident Response Process** - Quadient maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the source of the reporting, and the main mitigation and recovery actions. - For each breach that is a Security Incident, notification by Quadient will be made without undue delay. **Service Monitoring**. - Quadient operation personnel verify logs on a regular basis to propose remediation efforts if necessary.
Business Continuity Management	- Quadient maintains emergency and contingency plans for the facilities in which Quadient information systems that process Data are located. - Quadient's redundant storage and its procedures for recovering data are designed to attempt to reconstruct Data in its original or last-replicated state from before the time it was lost or destroyed.